

**BOARD OF FIRE COMMISSIONERS
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

10:00 A.M.

AUGUST 24, 2010

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Robert Larkin, Commissioner
Kitty Jung, Commissioner
John Breternitz, Commissioner

Jaime Dellera, Deputy County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel
Michael Greene, Fire Chief

The Board convened at 11:08 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

CONSENT AGENDA – AGENDA ITEMS 2A THROUGH 2F

10-65SF AGENDA ITEM 2A

Agenda Subject: “Approval of the Agenda for the April 24, 2010 SFPD Board of Fire Commissioners Meeting.”

There was no response to the call for public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 2A be approved.

10-66SF AGENDA ITEM 2B

Agenda Subject: “Chief’s Report on Status of Projects including recruitments, volunteers, possibility of NV Energy wind-generating grant for existing stations and Arrowcreek Station (Page 1).”

There was no response to the call for public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 2B be accepted.

10-67SF AGENDA ITEM 2C

Agenda Subject: “Review and acceptance of volunteer report for May and June 2010 (Pages(s) 2-7).”

There was no response to the call for public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 2C be accepted.

10-68SF AGENDA ITEM 2D

Agenda Subject: “Approval of the Cooperative Agreement and 2010/2011 Annual Operating Plan between the Sierra Fire Protection District and the City of Reno/Truckee Meadows Consolidated Fire Department; and if approved, authorize Chairman to sign the Resolution (Page(s) 8-28).”

There was no response to the call for public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 2D be approved, authorized, and executed. The Cooperative Agreement and the Resolution for same are attached hereto and made a part of the minutes thereof.

10-69SF AGENDA ITEM 2E

Agenda Subject: “Recommendation to approve and execute an Amendment to Lease between the State of Nevada, acting through the Division of State Lands for the Division of Forestry (Lessor) and Sierra Fire Protection District (Lessee) to allow expanded use and occupancy for the Sierra Fire Protection District of APN 046-021-03 retroactive to June 9, 2010; No fiscal impact (Page(s) 29-30).”

There was no response to the call for public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 2E be approved and executed.

10-70SF AGENDA ITEM 2F

Agenda Subject: “Approval of the minutes from February 23, March 23, and April 13, 2010 regular meetings.”

There was no response to the call for public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 2F be approved.

11:11 a.m. The Board convened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD) and the Truckee Meadows Fire Protection District (TMFPD) for Agenda Item 3.

10-71SF AGENDA ITEM 3

Agenda Subject: “Update on Community Forum meetings regarding operation of the new Arrowcreek Station; recommendation to acknowledge receipt and provide comment on the list of proposed station operation options contained within Attachment A; recommendation to acknowledge receipt of the proposed evaluation criteria related to station operation options contained within Attachment B; and possible direction to staff to return to the Board following discussion of the proposed criteria and option with stakeholders (Page(s) 31-35).”

Chief Greene noted Jack Snook, a nationally recognized expert on fire service issues, facilitated the Community Forum meeting that approximately 40 citizens attended. He said the Forum focused on the options for the Arrowcreek Fire Station. He said staff put together the staffing options based on prior public input and on the comments made at that meeting. He explained staff was requesting direction regarding the staffing options and the parameters that would be used to determine the validity of the options. He advised the options were provided in Appendix A and the evaluation criteria were provided in Appendix B of the staff report dated August 11, 2010.

Chief Greene conducted a PowerPoint presentation that reviewed the Arrowcreek Fire Station’s staffing, cost-sharing, boundary and revenue options; evaluation parameters; and schedule.

Chief Greene advised the staff report listed 15 options, but a North Lake Tahoe option was brought up since the staff report was done. Commissioner Larkin asked how the potential evaluation criteria would be established. Chief Greene explained the criteria would examine the advantages and disadvantages of each option, and the evaluation parameters were distilled from the Standard of Cover (SOC) criteria. He said many of the evaluation criteria used to decide the Sierra Fire Protection District’s (SFPD’s) future were similar to the SOC criteria, so they were used in this instance. Commissioner Larkin said he had a problem with doing that. He said when deciding on whether or not to take the District from the State, the issue was about whether or not the District was needed. He stated now the discussion was about a staffing plan. He hoped the goal would be to sift through the criteria so three or four options could be brought to the Board of Fire Commissioners (BOFC), but he was not sure the criteria listed in Appendix B would achieve that.

Chief Greene stated the first thought was to look at response times, which was what the first three criteria were based on. He advised the Emergency Medical

Services (EMS) was separated from the fire services because the option of a two-person crew with EMS would bring the response time under eight minutes 90 percent of the time. He said the fiscal impact for each option would be looked at to determine how the option would be paid for.

Commissioner Larkin said he was not sure how fuels management was relevant based on the criteria Chief Greene provided, and he noted there was a permanent crew that handled that function. Commissioner Larkin stated the equity and growth criteria were long-term issues and did not address staffing. He believed the labor agreements were relevant, as was the ability to pay under the fiscal criteria. He was not sure how the “Dependence upon a single revenue source” was relevant in this context, so he wanted to see how it would play out in terms of sifting through the options. Chief Greene said the consultant recommended that criteria, because the issue of one revenue stream was being affected by change. He noted the consultant advised the issue surfaced when he looked at how things were being done elsewhere. Katy Simon, County Manager, said the charge to Chief Greene was to come up with solutions to operate the Arrowcreek Fire Station, which would include fiscal issues. She stated cost sharing was an option that should be vetted, and she encouraged it should remain on the list. Commissioner Larkin reiterated he was not sure how it fit in, but he would reserve judgment for now. He was also not sure how the “Maintains ability to pay for wildland fire suppression and unanticipated costs” was relevant.

Commissioner Weber stated the Community Forum was not exactly what she thought it would be. She felt it would be geared towards getting the facts out and people having a conversation, instead of people making their comments one at a time. She believed the community needed to sit down and have a conversation about what might work.

Commissioner Breternitz asked who would ultimately fill out the criteria matrix. Chief Greene replied it would be a group effort. He stated there was a taskforce that reviewed the notes from the first meeting and were looking at what the financial impacts would be. He said then they would group the topics and go back to the citizens to obtain their input on what they believed the advantages and disadvantages would be. He stated the options would be reviewed and two or three options would then be brought to the Board for them to make a decision.

Commissioner Breternitz asked who was on the team that would evaluate the criteria. Chief Greene replied himself; Michael Hernandez, Truckee Meadows Fire Protection District (TMFPD) Chief; Tim Alameda, Reno Fire Department Division Chief; John Slaughter, Management Services Director; Kurt Latipow, Fire Services Coordinator; and Mary Walker, Walker and Associates. Ms. Simon said she felt the citizens would want to be assured the criteria had been neutrally and objectively evaluated. She suggested retaining someone who was familiar with the information to look at it to alleviate any thoughts of staff or anyone else loading the deck. She also suggested a third-party then look at the information.

Commissioner Breternitz asked what would happen at the October 13, 2010 Community Forum if the meeting on September 1, 2010 was the last call for proposals. Chief Greene explained all of the information would be put together and presented to the citizens, which would be the closing step of the citizens' input process. Commissioner Breternitz asked if further modifications would be allowed at that time. Chief Greene said he hoped to get everything that was learned and all of the options on the table to see if the citizens wanted to suggest any adjustments.

Commissioner Breternitz asked when the actual analysis would take place. Chief Greene believed the analysis would happen between the September and October meetings. He explained there had already been some review of the mapping and the assessed valuation to address what the financial impact would be.

Commissioner Breternitz believed the BOFC would be looking at a possible merger over the long-term, which could have the potential to gum up any short-term decisions. He believed a merger would make a lot of sense, but he felt the focus should be on resolving the short-term issues for right now. Chief Greene said SFPD had staffing for three stations, but a fourth was being built. He advised all of the fire service agencies were interrelated and at the operational level there were no resource boundaries. He said staffing could not be solved without looking at how it would impact the other agencies in the long term and what regionalization would look like. He said the options would impact what would happen with the Interlocal Agreement and with the master planning process, which was also one of the citizens' issues. He advised it was hard to look at staffing in a vacuum because it was part of a larger issue.

Commissioner Breternitz stated he liked to think in terms of the long-term solutions, but what was being proposed had some serious political implications. He believed it would require extensive and expensive study. He said regarding the North Lake Tahoe Fire Protection District, one of the board members had indicated they had no interest in even having a discussion. He stated it would be a mute point to calculate the benefits of a merger with an entity that did not want to merge, and a merger could not be accomplished in what he would consider a reasonable timeframe.

Commissioner Jung said after the Community Forum, the citizens indicated they wanted the dialogue to be more back and forth. She asked who represented the TMFPD at the last Community Forum. Chief Greene replied Curtis Johnson, retired Division Chief, conducted a presentation. Commissioner Jung requested a staff person represent the TMFPD in the future. Chief Hernandez stated he asked Chief Johnson to attend in his place, but indicated he would have been there if a department-wide retreat had not already been scheduled.

Chairman Humke stated his comments were directed at the process and not at Chief Greene. He agreed with Commissioner Weber regarding the format of the forum on July 31, 2010, because it was too much of an academic seminar. He said after the forum, people indicated that process was why they did not trust County staff. He stated hearing the citizens say that was frustrating for the BOFC.

Chairman Humke stated there was a huge amount of material to analyze. He agreed with the Manager that all of the suggestions on staffing the Arrowcreek Fire Station needed to be put down on paper and any emotions should be kept out of the decision. He said legal, fiscal, and political analysis should be provided, which was a long process. He stated the stage had been reached where the level of analysis needed would be defined. He said people at the July 1st Community Forum wanted a date to be picked for making a decision, even if the analysis was not complete. He said no one wanted to drag out the process, but the issues of municipal and fire district annexation, contracts, and the need to potentially change statutes had to be dealt with. He stated that would be a long process and circling a date in 2010 would not fit within the process.

Chairman Humke said the impact of the negotiations taking place regarding the Interlocal Agreement was pointed out. He stated the current Interlocal Agreement gave the County no voice, which was wrong. He felt the County either needed to get out of the Interlocal Agreement or modify it. He said that process had to coincide with SFPD's process. He said many of the citizens' suggestions would require analysis, and he reminded everyone of the staffing cuts. He indicated he was not sure the team was large enough to do the amount of analysis required, and he did not want to create any unrealistic expectations.

Commissioner Weber said regarding Option 1, she felt there were sufficient and efficient volunteer stations already, and she was not sure where Option 1 came from.

In response to the call for public comment, George Thomas thanked Commissioner Weber and Chairman Humke for attending the Community Forum. He felt changing the date of the meeting to have a TMFPD/Reno Fire representative present would have been beneficial. He agreed the citizens felt like they were not able to provide much input at the Community Forum because the items being discussed were all decided by staff. He said he would like to make an announcement about the September 1st Community Forum, but he had no idea what would be on the agenda. He stated it would be helpful to know what the agenda of the Community Forum would be a little earlier, so that information could be conveyed to the citizens who wanted to attend.

Cliff Low noted the Board's observations were directed to Chief Greene, but he believed other people helped design the format of the Community Forum. He advised at a meeting a couple months ago, he and other citizens asked for a forum that would include direct contact with the BOFC. He asked if the BOFC would be attending the September 1st meeting or would it be video taped for the Commissioners not attending to view. He said one of the citizens' concerns was information had been filtered and directed in a particular way. He believed the meeting had not been sufficiently publicized and the only citizen presenter had been requested to provide his information in advance. He asked if staff would be required to reciprocate.

Bob Ackerman stated he requested a workshop on July 13th with the BOFC and staff to present the citizens' views and to have a back-and-forth discussion. He said the workshop was an outstanding issue that needed to be resolved, because the July 31st and the September 1st meetings did not meet that criteria. He said the financials were important when looking at the fire services, and he believed bringing in a third party would provide an objective review to get the financials resolved.

Pete Cannizzaro, Washoe County Volunteer Firefighter's Association President and Galena Volunteer Fire Chief, stated the internal review panel that was discussing the future of the fire services should include a volunteer representative. He said regarding Commissioner Weber's comments on Option 1, he requested the program should go through the volunteers if that type of program was initiated. He felt the participants should be required to take the same training as everyone else.

Thomas Daly, Estates of Mount Rose Fire Safe Council member, said one issue addressed on July 31st and today was the potential for one or more combinations of one or more fire districts to be under the control of the BOFC. He said the citizens were told there was a legal impediment to doing so, but they had been given no details. He indicated it would be helpful for the citizens participating on September 1st to be provided with a legal analysis of that issue.

Donna Peterson said she was not at the Community Forum being mentioned, but she believed Community Forums in general were not well organized. She felt they should be conducted by either staff skilled in running Community Forums or by someone with the skills who was willing to volunteer their services.

Bob Parker thanked the Commissioners for their comments about the Community Forum, and he noted the citizens felt the same way. He advised this was a great opportunity to look at all of the fire stations to make sure the fire services provided made sense. He noted there was no longer the money to keep doing things the way they had been done.

Peggy Wilkinson said she was concerned about building a station and not having the means to staff it. She requested a cutoff date by which the building would not go forward unless the station could be staffed.

There was no further response to the call for public comment. Chairman Humke closed public comment.

Chief Greene said he wanted to verify his understanding of what the issues were, so his directions and the expectations of the BOFC would be clear. He stated the concern regarding the first Community Forum was the amount of time staff presented information. He asked if the intent was to expand the internal technical review committee or would the review be done by an independent outside group. Ms. Simon said she strongly believed it was in everyone's best interests to have a neutral third-party involved and to leave the review to an internal group was not sufficient. She also felt expanding

the group to include volunteer representation was a good idea. She stated involving a third party might require additional money, so it was wise the Chief was asking about it today. She believed the fire professionals would be better qualified to determine who the third party should be.

Commissioner Larkin stated he concurred with the Manager's comments. He said there would always be opportunities to improve the Community Forums. He stated he preferred a peer review to third-party review to do the analysis. He said there was time to figure out the staffing of the new station while it was being built. He stated this should be a about staffing and about the long-term resolution of the fire services. He acknowledged there were a lot of moving parts, but analyzing the world would get nowhere. He encouraged Chief Greene to continue to attend the JFAB meetings, because he would know the Interlocal Agreement thoroughly by the time the review was done. He indicated the JFAB was working on the long-term issues, and he felt the path would be very clear at the end of the next six months; but in the meantime, the Chief needed to remain focused on staffing.

Chairman Humke asked who Commissioner Larkin would recommend to be part of the peer review. Commissioner Larkin replied Dr. Elwood Miller or fire consultants from other entities would be acceptable to conduct a peer review. He believed Mr. Latipow would be able to assist in that process.

Commissioner Weber stated she disagreed with bringing someone else in, because she felt there were people in the community that should be a part of this review process. She also felt one of the Commissioners should be involved. She agreed the committee should not be too big, but she did not feel it was necessary to go out and bring someone in as facilitator.

Commissioner Breternitz said he associated the term "peer review" with performance evaluations, and he was not sure he understood its use here versus the term "consultant." Commissioner Larkin explained a consultant was someone brought in to assist in the performance of the actual task and a peer reviewer would come in after the task was completed to review the documents to see if the identified standards were met. Commissioner Breternitz assumed a consultant could be engaged to do the same thing. Commissioner Larkin said a consultant might not be a peer. He said a peer would provide the level of confidence that what was completed was also what was asked for. Ms. Simon explained the idea of the peer review was to check if the methodology was sound, were all the inputs reflected, and were all legal questions answered.

Commissioner Jung said the process had to be kept as objective and inclusive as possible, while balancing it against a time constraint. She advised there needed to be a steady push towards getting a staffing solution, while ensuring all of the feedback and data was available. She believed there should be an objective advisor to assure the BOFC and the taxpayers that all of the bases were covered and the report used to set policy was objective. Chief Greene said the review committee could be expanded to include a Commissioner, a volunteer, and an outside person without a stake in this. He

said Mr. Snook could ensure the process was being done objectively based on what was being done in other parts of the country. Chief Greene felt the momentum could be maintained without having to start over by expanding the technical review committee and asking Mr. Snook to facilitate.

Commissioner Weber agreed with the expansion of the technical review committee. She felt it was important the outside person should be someone involved with this issue, because they would know what the discussion had been about. She indicated she would be willing to serve on that committee if the Commission wanted to have representation on it.

Commissioner Larkin stated the Commissioners appeared to have two thoughts: 1) having a facilitator to help the Chief with the meeting, which could be Mr. Snook, but he would not be the outside evaluator for the peer review, and 2) he cautioned the Commissioners on being involved with the committee because the Commissioners needed to keep an objective view. He was concerned the effectiveness of the review would be lost if the Commissioners became too invested in the outcomes.

Chairman Humke asked if staff was ready to conduct the next meeting, which was in eight days. Chief Greene replied he believed staff was ready.

Commissioner Breternitz said he supported modifying the committee, but he was not ready to say a Commissioner should be involved. He believed the scope of the review should be limited to staffing the Arrowcreek Fire Station, because he would hate to see the station sitting empty.

Chief Greene stated there was an interim staffing plan that was approved, which would split the crew. He indicated Commissioner Breternitz said the station should be fully staffed in an efficient fashion. He said if the Board was telling the SFPD and the TMFPD that was what they wanted to see happen, then staff could bring that forward to the BOFC. He felt there had been some ambiguity about that because staff started with an interim-staffing plan and talked about what the staffing options were. He said if the BOFC was saying it wanted a fully-staffed station, expansion of the Matrix Analysis Committee and wanted staff to get some additional inputs; then staff knew what the BOFC wanted done. He said for himself that had not been really clear. He knew there was an interim-staffing solution and a permanent-staffing solution was being looked at, but he did not know what the BOFC wanted the permanent-staffing solution to look like. He stated the permanent-staffing solution was part of the whole equation because at some point he felt it would impact the JFAB, the distribution of monies, the opportunities for efficiencies, and the upcoming SOC. He said the SOC would give the BOFC more objective information, so they could find efficiencies and avoid duplications to solve the staffing problem long term. He said if the BOFC wanted to expand the committee and have the discussion be more open, then that was the direction he would take going forward. He advised that would also have to be the direction from the TMFPD BOFC.

Commissioner Larkin suggested the way to approach this was by making a motion. He said the BOFC asked Chief Greene to come back with staffing options, and he did not hear anything today that would change that direction; nor had there been any increase in the scope of the plan. Chairman Humke felt putting the direction in the form of a motion would be beneficial at this time.

Commissioner Larkin noted Attachment A appeared to be incomplete based on public comments. He said the work needed on Attachment A was to expand the internal group based on the comments from the Commissioners on who they were interested in having on the committee. He stated including Mr. Snook would be at the Chief's discretion, because the Chief was empowered to make those types of decisions when it came to the process. He stated several Commissioners expressed some dissatisfaction on how the Community Forums were structured, and the Chief should consider restructuring the September 1st Community Forum. Commissioner Larkin said for Attachment B, equity and growth should be removed because it was a long-term item. He stated the "Maintains ability to pay for wildland fire suppression and unanticipated costs under Fiscal" should be removed, and "Provides for fuels management in high risk areas" under Service should also be removed. He said the matrix should be taken back to the internal technical review committee, to Mr. Snook, and to the community to determine if any additional criteria should be included. He advised the criteria needed to be kept within the confines of staffing only and stated Chief Greene should bring the staffing options back to the BOFC. In addition, he should consult with the Manager regarding the peer review. He said that individual would not be a consultant, but would review what was going on and would provide the BOFC with a third-party objective view of the process. He indicated that was his motion. Commissioner Breternitz seconded the motion for the purposes of discussion.

Chairman Humke asked if the Community Forum fell under the Open Meeting Law because it was mandated by this Commission. Melanie Foster, Legal Counsel, advised if the Board created a group that was advisory to the Board and was funded by tax monies that were used for support staff and so on, that group then met the criteria for being a public body. She said she was not sure the group absolutely fell under the Open Meeting Law in this instance, and she urged the Chief to take the question back to the SFPD's assigned representative at the District Attorney's Office to determine if posting the agenda was required. Chairman Humke asked if the July 31, 2010 Community Forum was considered to be under the Open Meeting Law. Chief Greene replied it was not, and he assumed the same would be true for the September 1st Community Forum. He stated there would be a community-wide notification. Chairman Humke agreed, but said Ms. Foster's suggestion to go to the SFPD's legal advisor was a good one.

Chairman Humke commented he had been contacted by citizens who expected an agenda, but providing an agenda did not necessarily mean the Open Meeting Law provisions applied. Chief Greene advised an agenda would be sent out tomorrow. Commissioner Breternitz asked if there was anything magical about the September 1, 2010 date. Chief Greene replied the date was chosen due to the facilitator's, Mr. Snook's,

schedule. He said if the meeting was cancelled, he did not know when it could be rescheduled other than having it on the already planned date in October. Commissioner Breternitz noted there was public comment about how tight the date was. He felt it was important to obtain broad public input on the process instead of adhering to some predetermined date. He suggested Chief Greene consider how the broadest participation possible could be achieved.

Chairman Humke asked when the Arrowcreek Fire Station would open. Chief Greene replied it was planned for November 2011.

Chief Greene said he understood the motion included keeping the criteria focused on the staffing options only, and he asked if the options on how to pay or merging were excluded from this process. Commissioner Larkin explained only looking at staffing had to do with how the fire station would be staffed and funded, and the Chief was tasked with using the resources within his control. He advised that seeking out options not under the Chief's control was not germane to staffing the fire station. Commissioner Breternitz said the staffing options must include considering how an option would be funded, because funding was an integral part of the plan.

Chief Greene said he understood the motion included expanding the internal technical review committee, looking at the process of notifying people about the September 1, 2010 Community Forum, opening up the process, looking at staffing options and how to fund them, answering the questions regarding the Open Meeting Law, and conducting a peer review. Commissioner Larkin advised the peer reviewer should be hired now, so the peer reviewer could review the process now instead of doing it after the documents were completed. Chief Greene said he understood.

Commissioner Weber stated people who attended the meeting on July 31st knew about the September 1st Community Forum and, if the community was aware of it, why would the Board encourage Chief Greene to change the meeting date. Chief Greene advised he had been working with Kathy Carter, Community Relations Director, and a series of questions and answers and press releases came out to make sure the community was aware of upcoming Community Forum.

Commissioner Weber said she was not in favor of the motion if someone would be hired to conduct the peer review. Commissioner Larkin explained the peer reviewer would be under a short contract to do the review and would not be a permanent full-time employee of the SFPD. Ms. Simon suggested using the term "engage." Commissioner Larkin said that was acceptable terminology. Chief Greene asked if a Commissioner would be added to the internal technical review committee. Commissioner Larkin advised that was not part of the motion.

On the call for the question, the vote was unanimous in favor of the motion.

12:52 p.m. The Board adjourned as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD).

10-72SF **AGENDA ITEM 4**

Agenda Subject: “Report on July 31, 2010 JFAB (Page(s) 36-37).”

Chief Greene stated he presented the Joint Fire Advisory Board (JFAB) an overview of the Sierra Fire Protection District’s (SFPD’s) challenges. He advised he was questioned at length regarding the Arrowcreek Fire Station. He requested clarification because he understood the message from the City of Reno’s representatives was Arrowcreek was the County’s problem to solve and then the JFAB would be approached with the options. Commissioner Jung believed that was so, but it would come to the JFAB after the BOFC decided to issue directions.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 4 be accepted.

10-73SF **AGENDA ITEM 5**

Agenda Subject: “Recommendation that the Board of Fire Commissioners approve participating in the Trust Agreement for Washoe County, Nevada OPEB Trust Fund and a resolution authorizing the creation of a new fund entitled “OPEB Trust Fund” effective July 1, 2010; and that the Board of Fire Commissioners authorize the Finance Director to transfer \$400,000 in the Sierra Fire Protection District’s Retiree Health Benefits Fund to the Washoe County, Nevada OPEB Trust Fund for investment in the Retiree Benefits Investment Fund in Fiscal Year 2010-11 (Page(s) 38-43).”

Chief Greene explained this was a similar resolution to what was done for the Truckee Meadows Fire Protection District (TMFPD), and the new fund would get a higher return on its investments.

There was no response to the call for public comment.

Chairman Humke asked what confidence there was that the Legislature would not skim these funds once the trust fund was created. Mary Walker, Walker and Associates, replied it was an irrevocable trust by law. She said because the trust was solely for the benefit of the employees, the money was safeguarded.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 5 be approved and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

10-74SF AGENDA ITEM 6

Agenda Subject: “Discussion and possible Board approval to reclassify one vacant Firefighter (position #70007032) to a Firefighter/Paramedic position with an annual fiscal impact of approximately \$5,824 (Page(s) 44-45).

Chief Greene explained the reclassification would only have an impact of \$7,487, which was the amount shown in the staff report due to the firefighter position being already authorized. He said having a firefighter/paramedic would help maintain the Sierra Fire Protection District’s (SFPD’s) service level.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be approved.

10-75SF AGENDA ITEM 7

Agenda Subject: “Discussion and approval of performance goals and objectives for Sierra Fire Protection District Fire Chief Michael Chief Greene; amendment of the District Fire Chief’s employment agreement to incorporate the performance goals and objectives therein (including authorization for the Chairman to execute the amendment); and direction to the District Fire Chief and staff regarding any other actions the Board believes need to be taken before the renewal date of the employment agreement on February 5, 2011 (Page(s) 46-54).

Commissioner Breternitz said there were some outstanding issues relating to Chief Greene’s review and there was a lack of consensus on some of the items. He suggested continuing this item to the next meeting.

In response to the call for public comment, Donna Peterson, said she addressed her concerns with the Chief’s review during the Board of County Commissioners meeting. She thanked the three Commissioners who met with her because the review did not meet the objectives of a true performance evaluation. She said the Commissioners should take an objective look at what was expected in a performance appraisal and those standards should be applied to whatever plan Chief Greene presented to the Board of Fire Commissioners (BOFC) on how he would meet the direction the BOFC provided. She said if this tape was replayed, the direction being given would not be clear. She stated the objectives and criteria needed to be clear and measureable.

Katy Simon, County Manager, said she wanted to respond to comments made during the County Board of Commissioners meeting about Chief Green’s evaluation. She stated a comment was made about her evaluators, and she noted her approved list of evaluators had only three employees on it out of 36 people. She said

Human Resources did not specify to Chief Greene what the process should be, but he was offered suggestions to assist him as to how the process had been done for positions at a similar level. She stated there was a comment about people who were the Chief's competitors being included in the list. She said that was required by the International City/County Management Association for certified public sector Chief Executive Officer's (CEO's) to have a 360-degree evaluation, which would include people who might be perceived as competitors. She said it was always in the people's interests that everyone evaluated had clear expectations, clear objectives, and clear communications. She advised she wanted that clarification to be on the record, because some misinformation had been presented.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 7 be continued to the September 14, 2010 meeting.

10-76SF AGENDA ITEM 8

Agenda Subject: "Commissioner's/Managers Announcements, Requests for Information, Topics for future agendas and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item.)"

Commissioner Weber apologized to Chief Greene for her conduct during the Chief's review process. She said she failed to seek more information from the Chief, who did so many great things. She stated one of the Chief's accomplishments was the evacuation process in the Galena area, which was recognized by the Federal Emergency Management Agency (FEMA). She noted that was a big feather in the Chief's cap, but he had never come forward to share that with the BOFC. She asked the Manager to arrange to have the video shown at a future meeting.

Chairman Humke stated he had seen the video and it was a really slick production, which he meant as a compliment.

Chief Greene said the evacuation plan and the video was a group effort. He stated his hope was to strengthen the relationship with the Board.

10-77SF AGENDA ITEM 9

Agenda Subject: "Public Comment and discussion thereon."

There was no response to the call for public comment.

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1:10 p.m. There being no further business to come before the Board, on motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairperson
Sierra Fire Protection District

ATTEST:

AMY HARVEY, Washoe County Clerk and
Ex Officio Clerk, Sierra Fire Protection District

*Minutes Prepared by Jan Frazzetta,
Deputy County Clerk*

SIERRA FIRE PROTECTION FIRE DISTRICT

**RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR
AUTOMATIC AND MUTUAL AID BETWEEN SIERRA FIRE
PROTECTION DISTRICT, THE CITY OF RENO, AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN**

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included, and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, all parties to the attached Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District ("Agreement") are political subdivisions of the State of Nevada, authorized to provide and do provide fire-based emergency services in their respective jurisdictions; and

WHEREAS, all parties to the Agreement desire to provide assistance to one another as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agreement and its exhibits, all attached hereto and incorporated herein by this reference, are hereby adopted and approved.

BE IT FURTHER RESOLVED that the Agreement and this Resolution be spread at large upon the minutes and that a copy of this Resolution be sent to the Truckee Meadows Fire Protection District and to the City of Reno.

Upon motion by Fire Board Commissioner, Bretternitz, seconded by Commissioner Weber, the foregoing Resolution was passed and adopted this 24th day of August, 2010 by the following vote:

AYES: Larkin, Bretternitz, Humke, Weber, Jung NAYS: 0
ABSENT: 0 ABSTAIN: 0

ATTEST
Jessie Sellova, Deputy Clerk
Amy Hawley
CLERK

BOARD OF FIRE COMMISSIONERS
David E. Humke
David E. Humke, Chair

10-6857

RESOLUTION NO. 7515

RESOLUTION ADOPTING AND APPROVING COOPERATIVE AGREEMENT FOR AUTOMATIC AND MUTUAL AID BETWEEN SIERRA FIRE PROTECTION DISTRICT, THE CITY OF RENO, AND TRUCKEE MEADOWS FIRE PROTECTION DISTRICT AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreements are attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District are political subdivisions of the State of Nevada; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution be sent to the Truckee Meadows Fire Protection District and the Sierra Fire Protection District.

10-688SF

Upon motion by Council member Hascheff, seconded by Council Member Aiazzi, the foregoing Resolution was passed and adopted this 8th day of September, 2010 by the following vote:

AYES: Hascheff, Aiazzi, Gustin, Zadra, Sferrazza, Dortch

NAYS: None

ABSENT: Cashell ABSTAIN: None



Robert A. Cashell, Sr.,
Mayor, City of Reno

ATTEST:



CITY CLERK



10-6851

**Cooperative Agreement Between
Sierra Fire Protection District and the
City of Reno/Truckee Meadows Fire Protection District**

◇

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Sierra Fire Protection District ("Sierra Fire"), a Fire District formed under NRS Chapter 474, and the City of Reno ("City"), a municipal corporation and Truckee Meadows Fire Protection District ("TMFPD"), a Fire District formed under NRS Chapter 474 (hereinafter jointly may be referred to as the "Consolidated Department"). At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions; and,

WHEREAS, on occasion each agency experiences fires or other emergencies of such a magnitude or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that the Consolidated Fire Departments, as such term is defined in the First Amended Interlocal Agreement for Fire Services Consolidation between the City of Reno and TMFPD dated July 1, 2004, and Sierra Fire Protection District provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to each one other under the following terms and conditions:

1. **Definitions.** The following definitions shall have the meaning ascribed to them:

a. Agency – shall mean either Sierra Fire or the Consolidated Fire Department.

b. Automatic Aid – Automatic Aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Attachment B.

10-68 SF

c. Mutual Aid – Mutual Aid means fire service that may be provided in the event of a specific request for assistance as set forth below.

d. Requesting Agency - The agency which experiences an incident in which assistance, whether Mutual Aid or Automatic Aid, is sought shall be known herein as the Requesting Agency.

e. Responding Agency - The agency providing assistance, whether through Mutual Aid or Automatic Aid, shall be known herein as the Responding Agency.

2. Request for Mutual Aid. When it is believed that Mutual Aid is necessary, a request for assistance shall be made by the Requesting Agency's Fire Chief, or authorized designee, via the appropriate dispatch center to any Responding Agency's on-duty Battalion Chief or to the Fire Chief, or their authorized designee. Each agency shall provide a telephone number or telephone numbers to the other agencies to be used when requesting assistance from the Responding Agency.

3. Mutual Aid Resource Determination. The Responding Agency's Fire Chief, or duly authorized designee, shall determine whether it has sufficient resources available to provide Mutual Aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency under the terms of this Agreement. The decision as to availability of resources is solely within the discretion of the Responding Agency. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

4. Automatic Aid and Mutual Aid. The parameters of Automatic Aid and Mutual Aid and the attendant response areas are set forth in Attachments A and B, which are incorporated herein by this reference. Attachment B may be modified by mutual agreement of the Fire Chiefs or their authorized designees for the agencies provided that the revised Attachment B must be in writing and signed by both Fire Chiefs or their respective authorized designee. An executed copy of the modified attachment must be provided to the respective City or County Clerks before it is effective. In addition, the Fire Prevention Bureau of each party may conduct joint reviews of significant projects in the Mutual Aid areas here after described if any, provided that a request is made by the Requesting Agency to the Responding Agency and further provided that each party reserves the ability to charge for these services if significant staff time is expected to be extended, in the discretion of the Responding Agency. The term "Significant staff time" as used in this paragraph means more than two (2) hours. If the Responding Agency determines that significant staff time and it will be requesting reimbursement from the Requesting Agency, the charges relating thereto shall be discussed and agreed upon in writing prior to the rendering of and invoicing for services

10-68854

5. **Communications.** In both Mutual Aid and Automatic Aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Agency. All communications will be to the requesting dispatch center on the designated frequency. Each of the agencies may maintain and operate mobile radios on the other agency's frequencies when interagency communications is required. The affected agency shall notify their respective dispatch centers and institute protocol for the agencies to contact the other dispatch center using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement.

6. **Incident Management.** Any Mutual Aid or Automatic Aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement. In addition, each party will advise the other party of incidents that have extended beyond the capabilities of initial attack forces and/or is a potential extended attack fire when either party has a jurisdictional interest or when the potential exists for the incident to reach any other party's jurisdiction.

7. **Reimbursement.** Unless otherwise provided in the Agreement, the following shall apply to reimbursement requests for both Mutual Aid and Automatic Aid:

- a. Mutual Aid and/or Automatic Aid shall be provided without expectation of reimbursement with the exception of incidents that last longer than (24) twenty-four hours.
- b. After 24 hours, the designated representative for each agency shall attempt to meet and confer to allocate the costs of the incident between the agencies.
- c. On incidents that occur in both jurisdictions, a cost share agreement will be developed prior to the termination of the incident.
- d. If reimbursement is available as a result of a declaration of disaster by the appropriate federal agency, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for

18-0851

cost reimbursement, shall be paid as set forth in the Reimbursement Procedures (Sub-sections 7.e,7.f, 7.g and 7.h below), In the event that Third Party Reimbursement is unavailable or unsuccessful then sections 7.a or 7.b of this Agreement shall apply.

- e. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
- f. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
- g. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable agencies.
- h. A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - Bill for Collection
 - Narrative Cover Letter
 - Fire Suppression Cost Summaries
 - Copies of Resource Orders and other supporting documentation
 - Copies of applicable Cost Share Agreements
- i. In no circumstances will either party agree to or pay incident charges on behalf of the other agency without first obtaining express written permission.

8. Incident Report. For services rendered pursuant to this Agreement, the Responding Agency shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident, unless a different time is mutually agreed to otherwise by the Fire Chiefs, or authorized designee of the agencies.

9. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all agencies shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or

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occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

10. Termination and Duration. The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by any party without cause upon providing thirty (30) days written notice. The agencies expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired and if this event occurs, the affected party shall immediately notify the other agencies in writing. Notwithstanding the foregoing, if any party has insufficient, limited or impaired funding, and requests mutual aid, automatic aid or assistance for hire, such party shall be financially responsible to the Responding Agency to the fullest extent permitted by law.

The term of this Agreement shall be 5 years, expiring on the month and day of the last signature hereto in the year 2015. The Annual Operating Plan, Attachment A hereto, will be reviewed each year to determine whether to make a recommendation to the agencies' governing bodies to change it.

11. Independent Agencies. Except as otherwise provided in the First Amended Fire Consolidation Agreement, the agencies are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party. Notwithstanding the foregoing, all agencies reserve all rights to assert application of statutory immunities and legal defenses, including application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties.

12. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of the agencies shall not be subject to punitive damages. Except as specified in the Consolidated Fire Agreement, as between the City of Reno and TMFPD, to the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any

10-688SF

attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

13. Third Party Beneficiaries. This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

14. Integration and Modification. This Agreement constitutes the entire agreement of the agencies and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the agencies unless the same is in writing and approved and signed by the respective governing bodies hereto.

15. Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party. Notwithstanding the foregoing, the Truckee Meadows Fire Protection District consents that the duties under this Agreement may be performed by the Consolidated Fire Department.

17. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The agencies will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

18. Proper Authority. The agencies hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the agencies are authorized by law to engage in the cooperative action set forth in this Agreement.

19. Governing law; Jurisdiction. This Agreement and the rights and obligations of the agencies hereto shall be governed by, and construed according to the laws of the State of Nevada.

20. Ratification. This Agreement shall become effective upon passage of a resolution pursuant to NRS 277.045 by the governing bodies of the agencies as a condition precedent to its entry into force and shall remain in full force and effect thereafter unless terminated as provided herein.

JKR-01

21. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Sierra Fire Protection District
Fire Chief Michael Greene
4000 Joy Lake Road
Reno, NV 89511

Truckee Meadows Fire Protection District
And Reno Fire Department
Fire Chief Michael Hernandez
401 Ryland Street
Reno, Nevada 89503

Cc: Reno City Attorney's Office
Attention: Tracy L. Chase, Deputy City Attorney
P. O. Box 1900
Reno, NV 89505

Washoe County District Attorney's Office
Attention: Blaine Cartlidge, Deputy Dist. Attorney
P.O. Box 30083
Reno, NV 89520

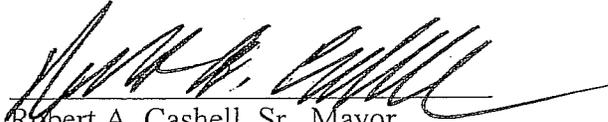
Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

10-685F

IN WITNESS WHEREOF, The agencies hereto have caused this Cooperative Agreement to be executed as of the day and year herein below.

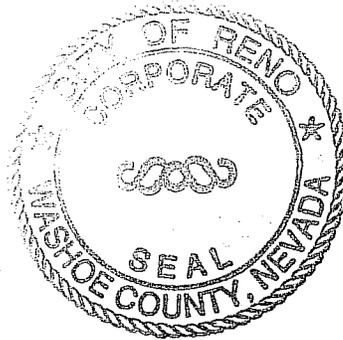
Dated this 8th day of Sept., 2010.

CITY OF RENO


Robert A. Cashell, Sr., Mayor
City of Reno, Nevada

ATTEST:

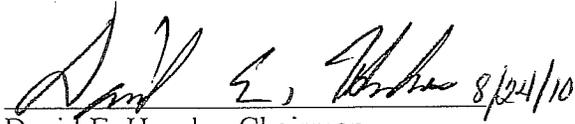

City Clerk, City of Reno



APPROVED AS TO FORM:


Reno City Attorney

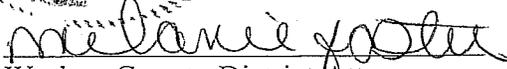
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT


David E. Humke, Chairman
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST:


Jaime Sellers, Deputy Clerk
Washoe County Clerk, Amy Hawley

APPROVED AS TO FORM:

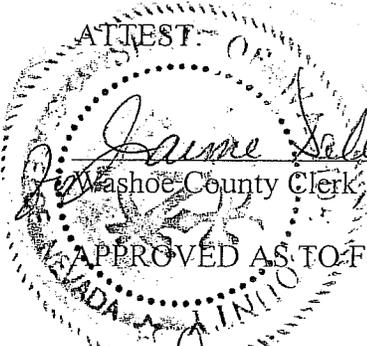

Washoe County District Attorney

10-08SF

SIERRA FIRE PROTECTION DISTRICT

David E. Humke 8/24/10

David E. Humke, Chairman
Sierra Fire Protection District Board of Directors



ATTEST:

Jaime Sellers, Deputy Clerk
Washoe County Clerk, *Amy Narves*

APPROVED AS TO FORM:

Michelle Foster
Washoe County District Attorney

10-0851-

Attachment A

MUTUAL AID

2010-2011 ANNUAL OPERATING PLAN

The Annual Operating Plan for the fiscal year of 2010/2011 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective agencies shall conduct an annual review of the Operating Plan during the month of December of each year so each of the agencies may utilize this information in the budgetary processes applicable to it.

A. MUTUAL AID REQUESTS:

It is in the best interests of all agencies to:

1. Render Mutual Aid at the request of the Fire Chief, or duly authorized designees, to respond to and provide fire suppression services on a fire or disaster of such magnitude that it is or is likely to be beyond the control of a single party and requires the combined forces of the agencies.
2. To respond with the closest forces available to respond to reported and actual emergencies when the Responding Agency is better situated to provide a more timely response to the emergency. The response of closest forces is referred to as Mutual Aid and is to be evaluated upon receipt of a request by the Requesting Agency as set forth in this Agreement.

10-6851-

No response to a Mutual Aid request provided for in this Agreement will be made by the agencies hereto unless the request is received through the established communication channels common to each party requesting such aid and approved by a responsible officer of the party granting such aid.

B. RESOURCES AND REIMBURSEMENT:

Unless provided otherwise in the Agreement, Mutual aid shall be provided without expectation of reimbursement up to the first twenty-four (24) hours of the incident from the time of request and within the jurisdictional areas of the respective agencies; provided, however, that neither party shall be required to deplete its own fire protection resources, services, and facilities to the detriment of its normal fire protection responsibilities, which decision is to be made by and is within the discretion of the Responding Agency.

PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the Department personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions, however mileage will be reimbursed at the rate indicated in the rate schedule.

CONSOLIDATED RENO TRUCKEE MEADOWS FIRE DEPARTMENT RATE SCHEDULE

All rates shall be based on actual cost to the Department. Billed rate will be at the actual cost and may be different than the rate quoted in this document. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

EQUIPMENT:

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment rates do not reflect personnel costs.

- Structure Engine - Type I or II \$75.00/hr
- Brush Engine - Type III \$55.00/hr
- Water Tender \$50.00/hr
- Squad/Air Unit \$45.00/hr
- Haz Mat Unit \$45.00/hr

70-68851E

The Consolidated fire Department will provide the following resources to SFPD as assistance for hire upon request and if such resources are available: Breathing Air Support Unit, Light Support Unit, Heavy Rescue Unit, and Haz Mat team/equipment*. (*Haz Mat equipment which is deemed not reusable by the Responding Agency will be reimbursed by Agency of jurisdiction.

SUPPORT EQUIPMENT RATES:

City, County, or Fire District Owned Vehicles:

- Sedan \$49.00 per day
- Pickup \$55.00 per day
- Van \$65.00 per day
- SUV \$76.00 per day
- Other \$76.00 per day (3/4 ton & above)

CONSOLIDATED FIRE DEPARTMENT LINE PERSONNEL:

*All rates are in effect January 1, 2010, until further notice as current labor contracts are in negotiation.

56 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Emergency Overtime Rate	Call Back Overtime Rate	Call Back Emergency Overtime Rate
Battalion Chief	\$ 37.93	\$ 56.90	n/a	\$ 77.95	n/a
Captain	\$ 28.79	\$ 43.19	\$ 60.46	\$ 59.16	\$ 82.83
Pump Operator/Driver	\$ 25.52	\$ 38.28	\$ 53.59	\$ 52.44	\$ 73.42
Firefighter - Step 2	\$ 19.11	\$ 28.67	\$ 40.13	\$ 39.27	\$ 54.98
Firefighter - Step 3	\$ 21.14	\$ 31.71	\$ 44.39	\$ 43.44	\$ 60.82
Firefighter - Step 4	\$ 23.18	\$ 34.77	\$ 48.68	\$ 47.63	\$ 66.69

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Emergency Overtime Rate: Base Rate x 2.1

Call Back Overtime Rate: Base Rate x 1.5 x 37% (PERS - Retirement)

Call Back Emergency Overtime Rate: Base Rate x 2.1 x 37% (PERS - Retirement)

CONSOLIDATED FIRE DEPARTMENT OVERHEAD PERSONNEL:

*All rates are in effect January 1, 2010, until further notice as current labor contracts are in negotiation.

40 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Emergency Overtime Rate	Call Back Overtime Rate	Call Back Emergency Overtime Rate
Division Chief	\$ 61.16	\$ 91.74	n/a	\$ 125.68	n/a
Investigator/Inspector	\$ 36.28	\$ 54.42	\$ 76.19	\$ 74.56	\$ 104.38
Mechanic	\$ 36.28	\$ 54.42	\$ 76.19	\$ 74.56	\$ 104.38
Training Captain	\$ 40.30	\$ 60.45	\$ 84.63	\$ 82.82	\$ 115.94
Supply Officer**	\$ 32.90	\$ 49.35	n/a	\$ 67.61	n/a

10-0885F

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Emergency Overtime Rate: Base Rate x 2.1

Call Back Overtime Rate: Base Rate x 1.5 x 37% (PERS – Retirement)

Call Back Emergency Overtime Rate: Base Rate x 2.1 x 37% (PERS – Retirement)

** Supply Officer is not a portal to portal rate.

SIERRA FIRE PROTECTION DISTRICT RATE SCHEDULE

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document. Backfill (for Shift

Fire personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

EQUIPMENT

Equipment responding to an incident on an equipment resource order (“E” number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment rates do not reflect personnel cost.

- Structure Engine - Type I or II \$75.00/hr
- Brush Engine - Type III \$55.00/hr
- Water Tender \$50.00/hr
- Patrol Truck – Type VI \$50.00/hr

SUPPORT EQUIPMENT RATES

City, County, or Fire District Owned Vehicles:

- Pickup \$62.00 per day
- Van \$74.00 per day
- SUV \$83.00 per day
- Other \$83.00 per day (3/4 ton & above)
- Polaris UTV \$100.00/day (must be ordered via resource order)

SFPD PERSONNEL

	<u>Portal to Portal Rates</u>
• Battalion Chief	\$112.12/hr
• Captain	\$92.14/hr
• Pump Operator/Driver	\$80.77/hr
• Firefighter/Paramedic	\$80.77/hr
• Firefighter	\$72.31/hr
•	

10-6851

FUELS MANAGEMENT/FIRE CREW

The SFPD fuels management/fire crew is administered by SFPD with support from TMFPD. Unless provided otherwise in the Agreement, fires within the Truckee Meadows Fire Protection District are under a separate agreement and are automatic aid to TMFPD.

The following rates are not applicable to fires within Truckee Meadows Fire Protection District

The SFPD fuels management/fire crew is administered as assistance by hire resource to **the City of Reno**. The SFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

*Crew Rate Per Hour \$641.33

*Fully equipped Type 2 Hand Crew meeting USFS requirements.
Includes minimum 18 personnel, equipment and transportation

FUELS MANAGEMENT/FIRE CREW – EQUIPMENT

- Superintendent Vehicle \$104.00/ daily
- Crew Carrier \$260.00/ daily
- Patrol Truck \$85.00/ daily
- Chain saws \$5.00/hr
- Polaris UTV \$100.00/day
- Van \$74.00/day
- Pick up \$62.00/day

10-688SF

ATTACHMENT B

DEFINED AUTOMATIC AID RESPONSE AREAS

A. RENO FIRE DEPARTMENT/TRUCKEE MEADOWS F.P.D. JURISDICTION

The Sierra Fire Protection District is requested to respond automatically to the following identified response areas:

1. **RFD Eastlake Response Area:** For this Agreement, generally this area is defined as all areas east of the center of Washoe Lake with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of Old U.S. Highway 395 and the Washoe County boundary line. Automatic Aid response includes:
 - a. One Type-1 Engine on first alarms only when E-16 is unavailable due to assignments on training exercises and/or emergency responses.
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

2. **RFD West Washoe Valley Response Area:** For this Agreement, generally this area is defined as all areas west of the center of Washoe Lake with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of Old U.S. Highway 395 and the Washoe County boundary line. Automatic Aid response includes:
 - a. One Type-1 Engine on first alarms.
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

3. **RFD Toll Rd. Response Area:** For this Agreement, generally this area is as defined as all areas east of U.S. Highway 395 to the Washoe/Storey County line with the Northern Boundary of Steamboat Parkway, Southern Boundary of Andrew Lane. The response area includes the Toll Road Area. Automatic Aid response includes:
 - a. One Type-1 Engine on first alarms only when E-14 is unavailable due to assignments on training exercises and/or emergency responses.
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

4. **RFD Pleasant Valley Response Area:** For this Agreement, generally this area is defined as all areas east of the North/South Ridgeline District Boundary on the West side of Pleasant Valley to the Washoe/Storey County line with the Northern Boundary of Andrew Lane, Southern Boundary of U.S. Highway 395 and northern end of Eastlake Blvd. Automatic Aid response includes:

10-08 SF

- a. One Type-1 Engine on first alarms only when E-16 is unavailable due to assignments on training exercises and/or emergency responses.
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

5. RFD Brown Response Area: For this Agreement, generally this area is defined as all areas west of US 395 with the Northern Boundary of Foothill Road, Southern Boundary of Andrew Lane. Automatic Aid response includes:

- a. One Type-1 Engine on first alarms only when E-14 is unavailable due to assignments on training exercises and/or emergency responses.
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

6. RFD Double Diamond Response Area: For this Agreement, generally this area is defined as all areas east of US 395 with the Northern Boundary of South Meadows Parkway, Southern Boundary of Steamboat Parkway and Eastern Boundary of Mira Loma Road.

- a. One Type-1 Engine on all Second Alarm incidents.
- b. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

7. RFD Verdi Response Area: For this Agreement, generally this area is defined as any newly annexed areas in the Mogul and Verdi areas, and the Western portion of Sommersett including and west of Back Nine Trail. Automatic Aid response includes:

- a. One Type-1 Engine on all First Alarm incidents.
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

8. RFD Southern Peavine Response Area: For this Agreement, generally this area is defined as all areas North of I-80 and North McCarran Blvd., with the Northern Boundary of the Sierra Fire Protection District boundary, Eastern Boundary of McCarran Blvd/Virginia Street and Western Boundary of, but not including run card 1902.

Automatic Aid response includes:

- a. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

All other RFD response areas shall be considered as Mutual Aid and requested through the Reno Dispatch Center

Incident Communications shall be on the RFD assigned frequency

10-0857

B. SIERRA FIRE PROTECTION DISTRICT JURISDICTION

The Reno Fire Department is requested to respond automatically to the following identified response areas:

1. **SFPD West Washoe Response Area:** For this Agreement, this area is defined as all areas west of U.S. Highway 395 with the Northern Boundary of U.S. Highway 395 at Pagni Lane and the Southern Boundary of the Washoe/Carson City county line. Automatic Aid response includes:
 - a. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush truck, One Water Tender on Second Alarm wildland fires.
 - c. One Type-1 Engine on first alarms only when E-30 is unavailable due to assignments on training exercises and/or emergency responses.

2. **SFPD Galena-Arrowcreek Response Area:** For this Agreement, this area is defined as all areas West of U.S. Highway 395 at Steamboat Ditch to Sky Tavern with the Northern Boundary of Thomas Creek Road and Holcomb Lane, Southern Boundary of Browns Creek. Automatic Aid response includes:
 - a. One Type-1 Engine, one Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush Engine, one Water Tender on all Second Alarm wildland incidents.
 - c. One Type-1 Engine on first alarms only when E-38 is unavailable due to assignments on training exercises and/or emergency responses.

3. **SFPD Peavine Response Area :** For this Agreement, this area is defined as all areas of west of U.S Highway 395 from Raleigh Heights to the Nevada-California state line. Automatic Aid response includes:
 - a. One Type-1 Engine, on all First Alarm incidents.
 - b. Two Type-1 Engines, One Water Tender, One BC on all Second Alarm incidents.
 - c. Two Type-3 Brush Engines, One Water Tender, One BC on all Second Alarm wildland incidents.

4. **SFPD Verdi Response Area:** For this Agreement, this area is defined as all areas West from West McCarran within the SFPD boundary to the Nevada-California state line. Automatic Aid response includes:
 - a. One Type-1 Engine, one Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush Engine, One Water Tender on all Second Alarm wildland incidents.
 - c. One Type-1 Engine on first alarms only when E-35 is unavailable due to assignments on training exercises and/or emergency responses.

10-0857

5. SFPD Keystone Canyon/Hoge Road response area: For this Agreement, this area is defined as all areas within the SFPD boundary North of North McCarran and west of Old US 395 with the northern boundary Raleigh Heights. Automatic response includes:

- a. One Type-1 Engine, on all First Alarm incidents.
- b. Two Type-1 Engines, One Water Tender, One BC, on all Second Alarm incidents.
- c. Two Type-3 Brush Engines, One Water Tender, One BC on all Second Alarm wildland incidents.

Incident Communications shall be on the Sierra Fire Protection District assigned frequency.

All other SFPD response areas shall be considered as Mutual Aid and requested through the Reno Dispatch Center.

10-685F

**A RESOLUTION AUTHORIZING THE CREATION OF A NEW FUND ENTITLED
"OPEB TRUST FUND"
FOR FUNDING POST EMPLOYMENT HEALTH AND WELFARE BENEFITS**

WHEREAS, the Board of Fire Commissioners of the Sierra Fire Protection District in the State of Nevada (the "Board" and "District", respectively) has determined the need to establish a new fund for funding post employment health and welfare benefits in accordance with Statements No. 43 and No. 45 of the Governmental Accounting Standards Board (GASB) on Other Post-employment Benefits (OPEB);

WHEREAS, Nevada Revised Statutes (NRS) 354.612 and Nevada Administrative Code (NAC) 354.241 require certain information when a new fund is created; and

WHEREAS, NRS 287.017 and the regulations issued thereunder in NAC 287 require additional information and approvals for trust funds created for OPEB liabilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF FIRE
COMMISSIONERS OF THE SIERRA FIRE PROTECTION DISTRICT:**

Section 1. This resolution is hereby designated by the short title the "Creation of OPEB Trust Fund."

Section 2. The Board hereby finds and determines that the public interest require the creation of a new fund to address the requirements of GASB Statements No. 43 and No. 45 on OPEB.

Section 3. Requirements for establishment of fund:

(a) Object or purpose of the fund: The purpose of the fund is to accumulate monies for OPEB costs.

(b) Reason for creating the fund: The reason for creating the fund is to accumulate monies for OPEB costs that are required to be recognized pursuant to the GASB statements, thereby providing a separate legal trust to accumulate the assets and generate investment earnings to pay future OPEB costs.

(c) The resources to be used to establish the fund: The initial resources of the fund will be employer contributions from the District's Retiree Health Benefits Fund. These contributions, along with estimated investment earnings on the fund's investments, will enable the District to fund the OPEB costs.

(d) Declaration as to earnings on the fund: The fund shall be credited with interest earnings on investment of the assets of the fund.

(e) Amount of reserve deemed reasonable and necessary: Periodic actuarial studies will be performed to determine the OPEB liabilities and the amount of reserves to be held in the fund.

10-155K

Section 4. Requirements of NRS 287.017 and the regulations issued thereunder:

(a) The fund is intended to provide the means to fund OPEB, is intended to qualify as a non-taxable trust fund under Section 115 of the Internal Revenue Code of 1986, as amended, and is intended to comply with NRS 287.017.

(b) The fund will be an entity separate from Washoe County and the District for the exclusive purpose of providing funds to pay for the District's post-retirement benefits provided by the employee welfare benefit plan (the "District Plan") maintained by the District and all assets of the fund are and will be irrevocably dedicated to, and shall be used for the exclusive purpose of, providing for the payment of benefits and for paying reasonable expenses of administering the fund, and will not be available to any creditors of the District or the County.

(c) All contributions to the fund, including any interest and income earned on the money in the fund, are held in trust, are irrevocable in nature, and must only inure to the benefit of the District's designated retiree beneficiaries according to the District Plan.

(d) The sources of money expected to be deposited in the fund are those contributions required by the District's Plan.

(e) The OPEB Board of Trustees shall be the Washoe County Board of Trustees appointed by the Washoe County Board of County Commissioners.

(f) The fund shall be maintained as a separate account and no other funds shall be commingled with the fund, and the fund monies shall not be used to finance debt and shall not be available for loans to other funds.

10-735F

(g) The Chief Financial Officer of the County is authorized and directed to take all action necessary to effectuate the provisions of this resolution, including, without limitation, forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada.

Section 5. This resolution shall be effective as of July 1, 2010.

ADOPTED this 24th day of Aug., 2010.

[Handwritten Signature]

Chairman, Board of Fire Commissioners
Sierra Fire Protection District

ATTEST:

[Handwritten Signature]
Washoe County Clerk
[Handwritten Signature]
Deputy Clerk

