

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

TUESDAY

10:00 A.M.

MAY 24, 2011

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel
Michael Greene, Fire Chief

ABSENT:

The Board convened at 1:14 p.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:

11-60SF AGENDA ITEM 35 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing negotiations with Washoe County and Sierra Fire Protection District Employee Organizations per NRS 288.220.”

1:14 p.m. On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, the Board went into Closed Session for the purpose of discussing negotiations with Washoe County and Sierra Fire Protection District Employee Organizations per NRS 288.220.

2:19 p.m. The Board reconvened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

2:22 p.m. The Board convened simultaneously as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District and the Sierra Fire Protection District with all members present.

11-61SF AGENDA ITEM 3

Agenda Subject: “Approve a Resolution to donate one surplus used 1988 Seagrave Fire Water Tender, VIN# 1F9EX3J8JCST2185 in “as is” condition to the Sierra Fire Protection District and if approved, authorize Chairman to execute Resolution for same and authorize the SFPD to accept the donation.”

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 3 be approved, authorized, executed, and accepted. The Resolution for same is attached hereto and made a part of the minutes thereof.

2:23 p.m. The Board reconvened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

2:27 p.m. Commissioner Humke left the meeting.

2:40 p.m. The Board convened simultaneously as the Board of Fire Commissioners for the Sierra Fire Protection District and the Washoe County Board of Commissioners with Commissioner Humke absent.

11-62SF AGENDA ITEM 4

Agenda Subject: “Discussion and possible action to approve new Interlocal Agreement for Administrative and Support Services between Washoe County and the Sierra Fire Protection District, by which SFPD will provide to Washoe County certain fire services and other assistance while Washoe County will provide to SFPD multiple administrative and support services, including without limitation, budget, contracts, boards-committees, fire related regionalization, comptroller, human resources, information technology, public works, risk management, and legal; and if approved authorize the Chair to sign.”

Kurt Latipow, Fire Services Coordinator, reviewed the staff report. He indicated the Interlocal Agreement would combine previous agreements into one new agreement that would clarify duties and responsibilities. The contract provided for the Sierra Fire Protection District (SFPD) to provide funding for a position in Management Services, and Management Services would provide administrative support similar to what they currently provided to the Truckee Meadows Fire Protection District.

Michael Greene, Fire Chief for the SFPD, stated the agreement was a bold step for the SFPD.

Commissioner Larkin observed the SFPD would pay one-third of the salary and benefits for the Fire Services Coordinator. He asked if there would be

payments for other County departments such as Risk Management, Human Resources, and the Comptroller. Chief Latipow replied the arrangement was very similar to what was in place for the TMFPD. As staff prepared the Interlocal Agreement, it was found that the SFPD support for the Fires Services Coordinator's position had never been memorialized. He said that contribution and the funding for an office support position were the only new items. Everything else in the Agreement was done on a quid pro quo basis in exchange for services. He confirmed for Commissioner Larkin that there was no payment from the TMFPD for the services rendered by Washoe County.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 10 be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

2:47 p.m. The Board reconvened as the Board of Fire Commissioners for the Sierra Fire Protection District with Commissioner Humke absent.

11-63SF AGENDA ITEM 2A

Agenda Subject: "Approval of Agenda for the May 24, 2011 Board of Fire Commissioners Meeting."

There was no response to the call for public comment.

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

11-64SF AGENDA ITEM 2B

Agenda Subject: "Chief's Report."

Fire Chief Michael Greene stated there had been about 763 participants in the District's annual emergency evacuation drill. He noted there had been some challenges with notification in the City Watch program. Staff was working to fine tune the problems and had done some retesting. He stated there were plans to modularize the program for individual communities, and to utilize volunteers for future drills. He talked about the *Invest in Success* volunteer training program.

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 2B be acknowledged.

11-65SF AGENDA ITEM 2C

Agenda Subject: “Approval of Volunteer Report for March 2011.”

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 2C be acknowledged.

11-66SF AGENDA ITEM 5

Agenda Subject: “Discussion and consideration of approval of the Health Benefits Programs proposed by Meritian Health/Principal/VSP for SFPD employees, employee’s dependents, and retirees for FY 2011/12 for an approximate annual cost of \$609,000, of which approximately \$160,000 will be reimbursed from employees to cover half the cost of dependents’ coverage, for a total approximate cost to SFPD of \$449,000; and if approved authorize the Chair to execute all insurance contracts and service agreements pertinent to the Health Benefits Program.”

Fire Chief Michael Greene reviewed highlights from the staff report.

Commissioner Larkin asked how the original bid for \$542,000 had increased to \$609,000 as noted on page 2 of the staff report. Chief Greene explained the figure included dental, vision and life insurance. He clarified that the Meritian bid was just for the medical plan. Commissioner Larkin wondered how reimbursement for dependent coverage was taken. Chief Greene said it was taken out of employee paychecks.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 5 be approved, authorized and executed.

11-67SF AGENDA ITEM 6

Agenda Subject: “Discussion and acceptance of an update on the status and progress of Arrowcreek Station construction and fund raising efforts.”

Fire Chief Michael Greene stated the Board had approved construction of the Arrowcreek Station contingent on the negotiation of a \$200,000 reduction in construction costs. He indicated Public Works staff met with the contractor’s representatives and negotiated approximately \$242,000 in cost reductions. He noted \$200,000 was confirmed and \$42,000 was in agreements that were not yet finalized. He

said the Galena Volunteer Fire Department was spearheading fundraising efforts. They had so far raised \$18,000 in cash and there was a commitment for a group of residents to make up the difference between what was raised and the \$50,000 shortfall. He stated the sale of donated land had stalled due to some land use issues. He still hoped for a groundbreaking on June 11, 2011.

There was no public comment on this item.

11-68SF AGENDA ITEM 7

Agenda Subject: “Discussion and consideration of acceptance of an update on the status on progress of the implementation of internal auditor recommendations.”

Fire Chief Micahel Greene referred to the matrix attached to the staff report. He stated priority items had been addressed. He said he believed the new Interlocal Agreement between the District and Washoe County (Agenda Item 4) would help in the implementation of objectives. He noted some recommendations were still ongoing as part of the labor negotiation process.

There was no public comment on this item.

11-69SF AGENDA ITEM 9

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 thanked Fire Chief Michael Greene for escorting her during the recent emergency evacuation drill on April 28, 2011. She noted some of the communities in her district could benefit from similar drills.

11-70SF AGENDA ITEM 10

Agenda Subject: “Public Comment and discussion thereon. The Sierra Fire Protection District Board of Commissioners welcomes courteous and respectful public comment and input. Due to the amount of business the District Board conducts, public comment is limited to two minutes per person.”

Penny Beck read a letter from her neighbor Tom Trelease, which was placed on file with the Clerk. The letter emphasized the importance of having a dedicated SFPD fire station in the Verdi area, where there were many elderly residents.

Peggy Lear Bowen spoke on behalf of her 96-year-old neighbor, June Haycock. Ms. Haycock was in support of the comments made by Tom Trelease and Penny Beck. She noted that emergency responders from the local fire station had arrived

in five minutes and saved June's life three years ago. She stated it took the Regional Emergency Medical Services Authority (REMSA) 20 minutes to respond to Verdi.

Peggy Lear Bowen said the firefighters at the Verdi fire station saved lives and had also become an integral part of the Verdi community. They assisted residents with clearing snow from their driveways so that ambulances could get in. They checked on people who had not been seen in a while and who lived alone in their homes.

Commissioner Weber placed a letter on file with the Clerk on behalf of Diane Rose. The letter thanked the District for working so hard to work the kinks out of the Reverse 911 system.

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3:05 p.m. There being no further business to come before the Board, on motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, the meeting was adjourned.

JOHN BRETERNITZ, Chairman
Sierra Fire Protection District

ATTEST:

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

*Minutes Prepared by:
Lisa McNeill, Deputy County Clerk*

RESOLUTION

A RESOLUTION TO DISPOSE OF ASSETS BY DONATION TO THE SIERRA FIRE PROTECTION DISTRICT FROM THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

WHEREAS, The Truckee Meadows Fire Protection District has determined that a piece of fire equipment is no longer needed as part of its service delivery program; and

WHEREAS, The Truckee Meadows Fire Protection District is proposing to dispose the following piece of fire equipment, which is surplus to the District's needs, described as:
One 1988 Seagrave Fire Water Tender VIN#1F9EX3J8JCST2185; and

WHEREAS, The Sierra Fire Protection District is in need of this piece of fire equipment.

NOW, THEREFORE, BE IT RESOLVED by the **BOARDS OF FIRE COMMISSIONERS FOR THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT AND THE SIERRA FIRE PROTECTION DISTRICT** that they support and authorize donation and acceptance of the fire equipment as stated, and declare:

Section 1. NRS 474.470(7) empowers the Boards of Fire Commissioners to dispose of personal property provided it is determined that the property is no longer needed, and to accept donations.

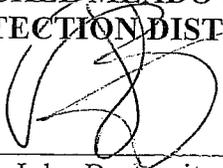
Section 2. The piece of fire equipment described above is no longer required for its public use and the equipment is hereby donated by the TRUCKEE MEADOWS FIRE PROTECTION DISTRICT in "as is" condition, and said donation is hereby accepted by the SIERRA FIRE PROTECTION DISTRICT. All costs for registration, title transfer and smog fees will be the responsibility of The Sierra Fire Protection District.

Section 3. This Resolution shall be effective upon passage and approval by both Boards of Fire Commissioners.

Section 4. The County clerk is hereby directed to distribute copies of this Resolution to the Comptroller's Office, Finance, Purchasing, and Equipment Services.

ADOPTED this 24th day of May, 2011.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

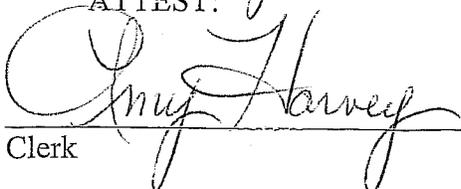
By: 
John Breternitz, Chair

SIERRA FIRE PROTECTION DISTRICT

By: 
John Breternitz, Chair

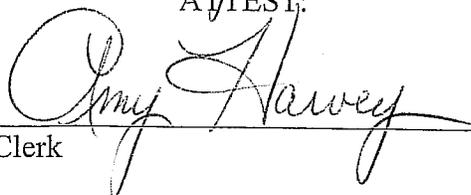
Date signed: May 24, 2011

ATTEST:


Clerk

Date signed: May 24, 2011

ATTEST:


Clerk

REC 11
TRUCKEE MEADOWS
MAY 24 2011

**INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE & SUPPORT SERVICES**

This Interlocal Agreement is made and entered effective July 1, 2011, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County") and the Sierra Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter "District").

WHEREAS, the parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal agreements for the performance of governmental services for each other; and

WHEREAS, County and the District entered into an agreement for administrative and support services effective July 1, 2006, which was amended and expanded by the parties on April 8, 2008 (mistakenly referencing the 2006 agreement by the date of July 1, 2007); and

WHEREAS, County and the District acknowledge the District's financial limitations and resulting expanded dependence upon County administrative and support services, of which County is willing to provide and shall henceforth perform and act on behalf of the District, subject to direction and continuing authority from the parties' respective Boards; and

WHEREAS, the parties further desire to restate and expand the 2006 agreement as amended and supersede it with this new consolidated agreement.

NOW THEREFORE, with full incorporation by this reference of all recitals set forth above, it is agreed between the parties as follows:

1. County's Responsibilities. County is responsible for the following administrative and support services to be performed on behalf of the District:

1.1 The County Manager's office is authorized and shall perform all District Board support and agenda functions, committee and task force support, development of independent contractor agreements and service contracts, coordination of fire related regionalization efforts, as well as advice to the District's Chief on logistical, political, budget, legislative and interagency matters affecting the District, and finally perform other administrative and management related functions as deemed necessary.

1.2 The County Comptroller is authorized, designated and shall act as the District's comptroller and shall perform the functions described in NRS Chapter 251 and any pertinent chapters of state law and county code, to include without limitation the prompt payment of claims.

1.3 The County District Attorney is authorized, designated and shall perform as the official attorney those functions as described in NRS Chapters 41 and 252.

SFPD 4

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1.4 The County Human Resources Department is authorized and shall perform all personnel functions, including without limitation, recruitment, testing, policy training, harassment and discrimination investigation, assistance with the placement and administration of employee/retiree health benefit programs, and such other personnel functions as it performs for the County.

1.5 The County Information Technology Department is authorized and shall perform all services comparable to those provided to county departments.

1.6 The County Labor Relations Manager (or consultant) is authorized and shall perform all services comparable to those provided to County.

1.7 The County Public Works Department is authorized and shall perform all capital construction and property management services, subject to the same state and local law authorities and restrictions as govern the performance of these functions for the County. The General Services Division of this Department shall provide station maintenance and also, on a cost reimbursement basis, provide vehicle maintenance.

1.8 The County Purchasing Department is authorized and shall perform all purchasing, purchase order issuance, appropriate contract execution, and property disposal, subject to the same state and local law authorities and restrictions as govern his performance for the County, provided that the District Chief shall retain authority and responsibility for incident cost share decisions under automatic and mutual aid agreements.

1.9 The County Risk Manager is authorized and shall perform certain risk management and insurance functions, namely review of contracts and limits, lease agreements and contracts with other agencies, assistance with placement and administration of property and liability insurance and worker's compensation insurance.

1.10 County shall provide office space sufficient for the administrative and fire prevention staff of the District at a location to be designated by County.

2. **District's Responsibilities.** As consideration for the County's administrative and support services set forth above, District shall perform the following:

2.1 Must use the services described above and provide full and timely cooperation with the County to ensure those services are properly delivered to the District.

2.2 Pay monthly to the County, or other frequency as agreed to by the parties, 33⅓% of the salary and annual benefits of the County's Fire Services Coordinator position.

2.3 Pay monthly to the County, or other frequency as agreed to by the parties, all of the salary and annual benefits of a position classification as determined by the County to be employed in the County's Management Services Division.

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2.4 Supplement efforts by other fire agencies to provide emergency medical response and fire protection, prevention and investigation services in areas of Washoe County not within the boundaries of any other fire protection district, to wit, all of the unincorporated areas north of Township 22N, MDB&M. The District's Chief may withdraw or refuse, in his sole discretion, such assistance when it conflicts with emergency demand in the District.

2.5 Assist County as may be reasonably requested of the District with the development of hazardous fuels management and reduction plans and projects in Washoe County parks and open space and confirmation that treatments comply with approved plans.

2.6 Prompt payment of out-of-pocket expenses incurred by any County department incidental to the performance of services set forth in Paragraph 1 above.

2.7 Obtain and maintain such insurance as the County Risk Manager deems necessary to protect and hold County harmless for and against any and all loss, damages, claims or suits that may arise against County for its performance under this Agreement.

3. **Performance Review.** The parties agree that this Agreement is intended to be an arms length business relationship between two independent public entities. Every 6 months starting on or before January 1, 2012, the parties agree to meet and confer on their respective performances under this Agreement for the purpose of determining adjustments if any to the purposes and fairness of this Agreement and the performance obligations of each other. Additionally, each year on or before July 1 the parties shall submit agenda items to their respective governing bodies for a review of performances under this Agreement and any amendments that may be appropriate.

4. **Termination.** This Agreement may terminate upon the mutual agreement of the parties.

5. **Sole Agreement.** This Agreement contains all the commitments and agreements of the parties and supersedes and replaces the parties' 2006 agreement and 2008 amendment thereof. Any oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 6.

6. **Amendment.** This Agreement may be amended or modified only by the mutual written agreement of the parties which has been ratified in accordance with law.

7. **Severability.** In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

8. **Waiver.** A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

9. **Governing Law; Venue.** This Agreement shall be governed, interpreted and

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construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

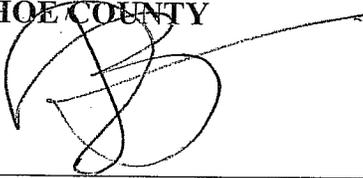
10. **Limited Liability.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

SIERRA FIRE PROTECTION DISTRICT

By:


John Breternitz, Chair

By:


John Breternitz, Chair

Date signed:

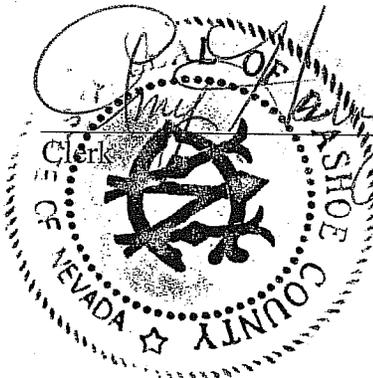
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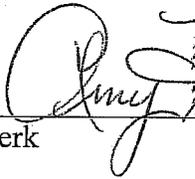
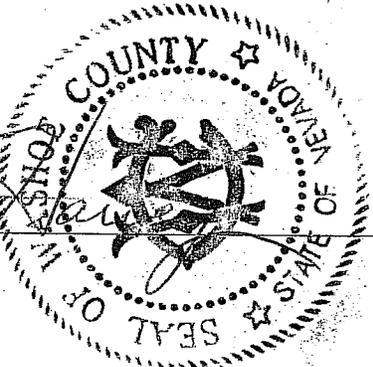
Date signed:

5/24/11

ATTEST:

ATTEST:


Clerk



Clerk


Overview of Sierra Fire Protection District's administrative and management support expectations

- Administration of District payroll processing system that includes sufficient controls and supervisory oversight to satisfy audit requirements
- 2. Develop and maintain records and report related employee usage of FLSA, shift overtime, on-shift overtime, sick, vacation, military, FMLA and comp time
- Manage and coordinate medical benefits program including enrollment, changes to beneficiaries, retiree's reimbursements and related items
- Monitor SAP reporting to provide budget reports in coordination with District's financial consultant to include but not be limited to line item expenditures and generate appropriate reports.
- Administer billing/invoicing and accounting for District services including fire, fuels management and grants consistent with grant and contractual requirements
- Monitor and document Procurement card utilization
- Administration of requisition process
- Assist with editing and posting of District policies, procedures, receipt, and maintenance of employee acknowledgement forms
- Administer in coordination with the appropriate Chief Officer, Inventory management of vehicles and other district properties
- Manage database related to tracking and notification of Heart and lung physical due dates and completion for career and volunteer staff (Volunteer Program Coordination to be done by contractor)
- Administrative support related project management
- District web site maintenance within the technical capabilities of staff.
- Administration and oversight of District records to include main point of contact for phone, mail and email and provide coordination of requests for information including but not limited to; public records requests etc.

11-6-15 SF