

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

TUESDAY

10:00 A.M.

APRIL 13, 2010

PRESENT:

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

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

The Board convened at 4:10 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:

CONSENT AGENDA – AGENDA ITEMS 2A THROUGH 2D

10-24SF AGENDA ITEM 2A

Agenda Subject: “Approval of the Agenda for the April 13, 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 Larkin, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 2A be approved.

10-25SF AGENDA ITEM 2B

Agenda Subject: “Chief Report (Page 1).”

Michael Greene, Fire Chief, commended David Solaro, Assistant Public Works Director – Facilities, for his help during the negotiations with the SFPD and the Federal Emergency Management Agency (FEMA) that brought the County’s maximum liability to complete the Arrowcreek/Thomas Creek Fire Station down to \$250,000 instead of \$1.2 million, which placed building the station within the SFPD’s grasp.

Chief Greene discussed the series of training classes that would be held prior to the May 8, 2010 evacuation drill.

Commissioner Jung asked when Chief Greene would come back before the Board with a solution to finish the Arrowcreek Fire Station. She commended him for negotiating down the amount of the County's liability, but she requested the next agenda have some real milestones, information regarding where the money would be coming from, and information regarding where the savings would be coming from. Chief Greene said there were policy and operational issues to deal with and developing the options required fiscal and legal analyses. He stated it was approaching the point where staff could come back to the Board with a series of options based on a sound legal foundation, while differentiating what the policy issues, operational issues, and fiscal impacts were. Commissioner Jung stated she would like to see that information as soon as possible. Chief Greene advised he would put it on the next agenda.

Chairman Humke noted the poster announcing the annual fire evacuation drill indicated there would be a half a dozen activities leading up to it. He informed the citizens to contact Captain Mark Regan at mregan@washoecounty.us if they wanted any additional information. A copy of the poster was placed on file with the Clerk.

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

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

10-26SF AGENDA ITEM 2C

Agenda Subject: "Approval of Volunteer Reports (Pages(s) 2-4)."

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

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

10-27SF AGENDA ITEM 2D

Agenda Subject: "Direction to staff to post the Fire Based Emergency Medical Services Master Plan related Draft Action Plan (on file in Washoe County Manager's Office) at www.washoecounty.us/mgrsoff/fireplan.html on the Washoe County web site, make copies of the draft action plan available to interested parties, receive public comment and return to the Board/s no later than June 22, 2010 with a presentation of the Draft Action Plan inclusive of staff recommendations (All Commission Districts)."

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

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 2D be directed.

10-28SF AGENDA ITEM 3

Agenda Subject: “Approval of the Amendment to Agreement No. 2008-092 between Sierra County California and the Sierra Fire Protection District and an identical agreement between Sierra County Fire Protection District One and the Sierra Fire Protection District for structure fire and EMS response, and if approved, authorize the Chairman to execute (Page(s) 5-6).”

Chief Greene advised this was a one year extension to an existing contract. He explained the Sierra Fire Protection District (SFPD) in Verdi bordered Sierra County, California, which lacked any local resources. He said Verdi’s volunteer firefighters were paid to respond but, because the SFPD became the umbrella agency during the restructuring, the SFPD would channel the money to the volunteers.

Chief Greene said Sierra County Fire Protection District One had already acted on the agreement, which would be in effect until June. He stated a decision would be made on whether or not to extend the agreement depending on the resolution of some outstanding issues that had come up.

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

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

10-29SF AGENDA ITEM 4

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.)”

There were no announcements, requests for information, topics for future agendas, or statements.

10-30SF AGENDA ITEM 5

Agenda Subject: “Public Comment and discussion thereon.”

George Thomas stated the Arrowcreek Fire Station was needed to reduce response times to the community. He said Reno Fire Chief Michael Hernandez indicated response times were critical when discussing browning-out stations and those response times being discussed were three to six minutes. He noted Commissioner Weber expressed concern about the possibility of extending the three to six minute response times if some of the stations were browned out, but the Arrowcreek community had been living with response times of 12 minutes plus for over 10 years. He felt some deaths

could have been avoided if the response times had been shorter. He indicated further studies were not needed, and construction should be started as soon as possible on the Arrowcreek Fire Station to ensure the federal grant funds would still be available. He felt after construction was started, it would be appropriate to start developing a consolidated fire services approach to provide staffing for effective and equitable fire services for the entire County.

Bob Parker said six months ago the staff members from Washoe County and the Sierra Fire Protection District (SFPD) won a national competition for the funds to build a new fire station. He said the County had the choice of building the new fire station at the approved location, where it was really needed, or refusing the grant. He stated the funds could not be used to build a station elsewhere. He said the County did not want to build the station until there was a staffing plan. He suggested starting to build the station and then let the crack team that secured the grant figure out how to staff it. He also suggested looking at combining overlapping districts to potentially save the City of Reno and the County money. He noted the Board had allowed developments to be built without having the proper emergency services and it was time for the Board to take action.

Donna Peterson urged the Board to accept the grant and start construction of the Arrowcreek Fire Station. She said she agreed with the statement that was read at the start of every Board of County Commissioner's (BCC) meeting asking the citizens to conduct themselves respectfully, but respect must be expressed in actions as well as words. She said some citizens felt the Board was not acting accountably or treating the citizens respectfully. She stated some citizens also felt the Board was procrastinating by asking for more studies while the money was available now for the new fire station. She said a smart staffing plan could employ the unemployed and could provide lifesaving response times. She stated the citizens would not allow their rights to be violated or their interests to be denied and would demonstrate their support and respect in actions, words, and dollars.

Sara Thomas stated all of the mandatory work required to build the new Arrowcreek Fire Station had been done and a construction date should be chosen. She said her community was unsafe due to the long response times for emergency calls, which had resulted in deaths. She noted the response times were seven to eight times longer than the two minutes given to the citizens for public comment. She said homes had burned to the ground due to the long response times and there would undoubtedly be more that would burn due to the current coverage. She requested the new Arrowcreek Fire Station be built and it and the Joy Lake Road Fire Station be staffed. She advised the citizens wanted improved fire safety.

Diane Rose said the citizens were aware there was stimulus money to build Station 40 on land that was already secured. She said taxpayers paid thousands of dollars to repeat a study and both studies agreed that the Arrowcreek Fire Station needed to be built. She noted the station on Joy Lake Road had been standing empty for years. She felt while waiting for the Arrowcreek station to be built, there would be time to work

out the staffing details. She stated both stations needed to be staffed to cover the area properly. She said the new station had been delayed long enough, and she urged the stimulus funds be accepted and the project put out to bid. She stated the fire professionals should be then allowed to develop an acceptable plan for staffing because the Board hired them to do a job and they should be allowed to do it.

Ed Lapelusa believed the Commissioners were apathetic about building and staffing the Arrowcreek Fire Station and staffing the already built Joy Lake Station because most of them would not be directly affected by the threat of a wildfire. He disagreed they would not be affected because the loss of tourism due to a wildfire in the area would affect every Commissioner, as well as the rest of the community. He said if the forest burned due to a lack of resources, a bleak ugly desert would be left that no one would want to visit. He asked that the stalling and studies stop.

Sally Weichert stated the residents of Arrowcreek, St. James Village, and Galena Forest Estates all had a big stake in building the new station and staffing it and the Joy Lake Station. She said four separate studies indicated a fire station was needed in Arrowcreek, but this body continued to drag its feet. She reminded the Commissioners they were supposed to represent the people who voted them into office and who felt ground should be broken for the new station this spring. She stated the Board should provide a specific date when the grant money would be accepted and when ground would be broken for the new station. She reminded the Board how many registered voters there were along the Mt. Rose corridor and that those voters were concerned about their families well being and the safety of their homes. She said the citizens were tired of all of the delaying tactics and they wanted answers.

Jane Countryman said she was concerned about building the Arrowcreek Fire Station without a staffing plan, because it could involve taking staff from her area in the West Washoe Valley. She said that would increase their response times to 12 to 18 minutes. She said the Board was talking about people's lives and safety and it should not be about politics. She said the Board needed to start looking at the equalization of funding because the tax bases in the Truckee Meadows and Sierra Fire Districts could take care of the problems. She did not believe merging the Districts would be as costly as some people believed, nor would it be impossible.

Chairman Humke read a portion of Robert Ackerman's statement in support of building the Arrowcreek Fire Station, which was placed on file by the Clerk.

Commissioner Breternitz said he was under the impression the funding for the Arrowcreek Station was earmarked, but there was not enough to build it. Chief Greene said the original grant request was based on the cost of \$3.5 million, which was the cost to build identical stations. Melanie Foster, Legal Counsel, indicated this discussion should occur on the next SFPD agenda.

* * * * *

4:41 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, 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*

AGREEMENT TO PROVIDE
FIRE PROTECTION SERVICES

THIS AGREEMENT for funding for Fire Protection Services ("Agreement") is made and entered into on this day of by and between (1) the County of Sierra on behalf of County Service Area # 4, a political subdivision of the State of California ("the County"), and (2) the Sierra Fire Protection District, a fire protection district organized under chapter 473 of the Nevada Revised Statutes ("District") for itself and its successors and assigns.

RECITALS

WHEREAS, the community of Verdi extends into portions of the State of Nevada and the State of California; and

WHEREAS, the majority of the population of the community of Verdi is within the State of Nevada, while a smaller portion is within Sierra County, California; and

WHEREAS, there is a portion of the community of Verdi within Sierra County that does not have dedicated structural fire protection resources from the County of Sierra or any other local governmental entity; and

WHEREAS, the residents within this uncovered area have requested that the County of Sierra provide services, either directly or by contract with a local fire agency; and

WHEREAS, the only entity that is presently in a position to provide local structural fire protection to the community of Verdi is the District; and

WHEREAS, the District is willing to provide structural fire protection, suppression and emergency medical aid (excluding wildland fire protection and paramedic transport/ambulance services) to the portions of Verdi, California, pursuant to a written agreement; and

WHEREAS, it is the intent of the parties that the funding provided by County under this Agreement shall be utilized by District to support the Verdi Volunteer Fire operations in providing services under this Agreement in cooperation with District.

WHEREAS, it is the desire and intent of the Board of Supervisors as the governing body of CSA #4 to provide an interim source of funds so as to secure fire protection, suppression and emergency medical aid as provided herein for those areas of Verdi, California not currently under contract with the District, while long term solutions for the provisions of these services are being studied.

NOW THEREFORE, in consideration of the foregoing, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

The District shall provide structural fire prevention, suppression and emergency medical aid on an as needed and on-call basis, in the areas within Verdi, California as described in Attachment A-1 (hereinafter referred to as the "service area"). The foregoing is with the understanding that the services will be limited by the availability of district resources, including personnel, apparatus, and equipment. The District will not provide wildland fire protection services of any kind under this agreement; nor will it provide paramedic transport/ambulance services of any kind under this agreement. Furthermore, nothing herein is meant to create a promise or assurance of any level of service or protection to any particular individuals or members of the public. This agreement is not meant to create any third party beneficiaries. It is also recognized that the District's ability to provide resources in response to any particular incident shall be determined at the discretion of appropriate District personnel, and that the District shall not be required to provide services hereunder to any extent that would impair the District's ability to respond to or provide services for incidents that occur within the District's own boundaries. Finally, the services to be provided by the District are for response only and do not include any other fire protection or emergency medical services including but not limited to fire code enforcement, consultation, building or site inspection.

2. TERM.

Commencement Date: July 1, 2008

Termination Date: June 30, 2009

3. PAYMENT.

Within 30 days of the date of execution of this agreement, the County shall pay the District the sum of Ten Thousand Dollars and No Cents (\$10,000.00) for fire protection services as provided herein. Except as otherwise provided herein, this payment shall be the only payment made to the District for services rendered pursuant to this Agreement.

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

The District shall, at its sole cost and expense, furnish all facilities, equipment, insurance, and other materials which may be required for furnishing services pursuant to this Agreement.

5. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference, incorporated herein. Attachments include:

Attachment A-1 – Territory of Service

6. INDEMNIFICATION.

The County and its officers, agents, and employees hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, and employees from any claims, lawsuits, demands, litigation, or causes of action arising out of or relating to any acts or omissions of the County or its officers, agents, and employees.

The District does not waive and hereby intends to assert any and all available immunities in all cases, including NRS chapter 41 immunities or similar immunities that might be available under California law in particular instances.

7. FUND OUT.

In the event that the governing body of the District fails to appropriate any funds necessary to carry out any duties created under this agreement beyond the District's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction. Any money already paid to the District by the County hereunder shall be refunded in an amount reduced by the value of any services already rendered by the District to the County hereunder.

8. AUTHORITY.

The parties hereby warrant that they have the authority to enter into this agreement. Specifically, the District derives its authority from Nevada law including NRS 277.180.

9. GOVERNING LAW

This agreement, including its substantive terms as well as the procedures for enforcing it and the remedies available in any action arising out of or relating to it, shall be governed by the laws of the state of Nevada, irrespective of conflicts of law principles.

10. SUCCESSOR ENTITY.

In the event that Sierra County Fire Protection District No. 1 annexes the service area, then said entity shall be deemed to be the successor to County under this Agreement, for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first written above.

"COUNTY"

Sierra Fire Protection District

By:

PATRICIA WHITLEY
Chairman, Board of Supervisors

By:

Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Heather Foster
Clerk to the Board

James A. Curtis
County Counsel

2010-011

JAN 19 2010

AGREEMENT NO. 2010-
(An Amendment to Agreement 2008-092)

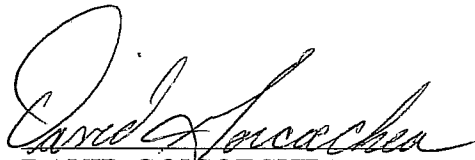
**AMENDMENT TO AGREEMENT
TO PROVIDE
FIRE PROTECTION SERVICES**

The following is an amendment to that certain Agreement No. 2008-092 ("Agreement"), with an effective date of July 1, 2008, by and between the County of Sierra, a political subdivision of the State of California ("the County") and Sierra Fire Protection District ("District").

1. TERM. The termination date of the Agreement is extended to June 30, 2010.
2. PAYMENT. A sum of Ten Thousand Dollars and No Cents (\$10,000.00) shall be paid within thirty (30) days of execution of this amendment.
3. All other terms and conditions of the Agreement to remain the same.
4. This amendment shall have an Effective Date of July 1, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set above.

COUNTY OF SIERRA


DAVID GOICOECHEA
Chairman, Board of Supervisors

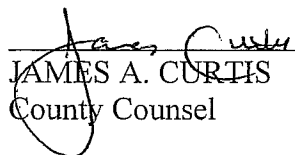
SIERRA FIRE PROTECTION
DISTRICT


Chairman, Board of Directors

ATTEST:

HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:


JAMES A. CURTIS
County Counsel

SFPD
#3

10-28F