

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

TUESDAY

10:00 A.M.

APRIL 12, 2011

PRESENT:

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

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

The Board convened at 1:45 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:

11-34SF AGENDA ITEM 2A

Agenda Subject: “Approval of Agenda for April 12, 2011 SFPD Fire Commissioners Meeting.”

Michael Greene, Fire Chief, stated he would like to pull Agenda Item 7 and Agenda Item 10 and place them on the April 26, 2011 agenda.

There was no public comment on this item.

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

11-35SF AGENDA ITEM 2B

Agenda Subject: “Approval of minutes from the March 8 and March 22, 2011 Board of Fire Commissioners Meetings.”

There was no public comment on this item.

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

11-36SF AGENDA ITEM 3

Agenda Subject: “Proclamation – Recognizing the dedication of volunteer firefighters throughout Washoe County and their commitment to safety of their communities.”

This item was heard under Agenda Item 9 during the Board of County Commissioners meeting of April 12, 2011.

11-37SF AGENDA ITEM 4

Agenda Subject: “Presentation of the draft Regional Standard of Cover (SOC) study, discussion and consideration of providing direction on emergency response coverage and policies, and provide comments on the draft SOC and consider directing staff to utilize the Regional SOC during the discussions related to regionalization options. (All Commission Districts.)”

This item was discussed under Agenda Item 10 during the Board of County Commissioners meeting of April 12, 2011.

11-38SF AGENDA ITEM 5

Agenda Subject: “Approve an agreement between the Sierra Fire Protection District (SFPD) and Nevada Fire Safe Council for the Council to fund and SFPD to have performed fuels management reduction projects for an amount not to exceed \$663,000, and if approved, authorize the Chairman to execute the agreement.”

There was no public comment on this item.

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

11-39SF AGENDA ITEM 6

Agenda Subject: “Consideration and possible approval of a cooperative agreement and related Resolution with the North Lake Tahoe Fire Protection District (NLT) for SFPD to contract for an NLT fuels management crew, and authorize the Chair to sign the Agreement and related Resolution.”

Michael Greene, Fire Chief, stated the cooperative agreement would utilize Sierra Fire Protection District (SFPD) fuels funds to pay the daily costs for the North Lake Tahoe Fire Protection District (NLT) twenty-person crew. NLT already had two crews and SFPD had sufficient funds to enable NLT to hire a third crew instead of maintaining a separate SFPD crew. He explained SFPD’s fuels funding came from agreements and grants. He said hiring a NLT crew versus maintaining a SFPD crew was

more efficient regarding callbacks and overtime costs, as well as having regional benefits. He said SFPD had difficulty maintaining a full fire crew through the entire fire season because employees would leave in August to go back to school, which was not a problem with NLT. The NLT crew would be stationed at the Bowers Station and assigned to SFPD fuels management projects. SFPD would pay the actual costs and not any overhead or administrative charges. Mike Heikka, SFPD Battalion Fire Chief, would serve as the liaison with NLT, coordinate the projects and do the grant billing.

Mike Brown, North Lake Tahoe Chief, discussed how a similar joint venture with a third crew worked in the past. He explained the third crew would be a daily-base crew with regard to funding. The work to be done was already projected out with an agreed upon set amount of days. He felt very comfortable that the joint venture would work for a year, but noted it would be revisited and changed if it did not work out as planned.

Commissioner Jung inquired if any savings were anticipated with this venture. Chief Greene replied NLT costs were less based on a comparison of NLT's crew costs per day compared to SFPD's per day costs. He noted a portion of the grant funds would be used to offset the salary of the Battalion Chief, who would be overseeing the project. SFPD would pay for overhead and NLT would provide the labor. He stated no overtime or callback costs were anticipated because NLT would provide coverage seven days a week.

Chief Greene stated NLT would be using their own equipment, which would save SFPD from having to replace their equipment. He said when SFPD compared costs with NLT's costs on a per day basis, it equated to about \$300, which would be used for the Battalion Chief's salary. Chief Greene and Commissioner Jung discussed how that money would be tracked, reimbursed, placed in the General Fund and distributed through the agreement with the Nevada Fire Safe Council.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 6 be approved, authorized and executed. The Resolution and Interagency Cooperative Agreement for the same are attached hereto and made a part of the minutes thereof.

11-41SF AGENDA ITEM 8

Agenda Subject: "Update of FEMA additional funding request and Board direction to staff regarding funding the estimated \$400,000 needed to complete construction of the Arrowcreek Fire Station utilizing a combination of TMFPD, SFPD and pending land sale funds and direct the County Fire Service Coordinator to bring forward an agreement utilizing the recommended methodology for the one-time TMFPD contribution to the ArrowCreek Station construction costs."

Michael Greene, Fire Chief, explained the fire station construction grant program funding had expired in September, 2010, which meant those funds were returned to the United States Treasury and there was no more money available from the Federal Emergency Management Agency (FEMA). He also warned about the fact that Congress was sweeping other unused FEMA grant funds and there was a significant risk of losing all of the money if it was not used soon.

Chief Greene stated a \$600,000 shortfall was projected, so work was begun with Public Works and the architect to find ways to save money. He said about \$200,000 in savings was found, but that did not mean those savings would become a reality. He said the County authorized an Environmental Assessment for \$25,000, but that money could be used to offset construction costs with FEMA approval. He noted FEMA provided \$50,000 for funding an emergency generator, but a few years ago two generators were purchased and put on trailers. He stated with FEMA approval one of the existing generators could be used, which would save another \$50,000. He said FEMA provided \$30,000 for the diesel tanks to be moved from the Galena Station to the Arrowcreek Station; however, if the crews drove to the Galena Station to fuel they could utilize that \$30,000 towards construction costs. He stated FEMA set aside \$30,000 for lead certification and a consultant to verify the requirements and complete the paperwork; however, FEMA informed them that it was not a requirement to use a consultant, so money could be saved there. He advised instead of hiring an architect to oversee the project, about \$40,000 could be saved by paying someone by the hour or only when needed. He said they could do their own landscaping. He noted other savings could be negotiated if the Board approved the contract with the builder.

Chief Greene stated alternative funding sources were looked for once the savings were determined; starting with the sale of the Arrowcreek land, which was set for possible action at the April 26, 2011 meeting. He said cost sharing of the construction costs was looked at based on the station's regional benefit and its benefit to Truckee Meadows residents. For that, a proposed methodology was used that was developed and agreed upon by staff; TMFPD; SFPD; the County; and Mary Walker, Financial Consultant to the SFPD and TMFPD. He advised the formula (page 4 of the staff report) used to calculate the savings was based on the assessed valuation of the Truckee Meadows area that the Arrowcreek station would serve with a response time under eight minutes, which the closest Truckee Meadows crew (Station 14) could not reach in that time. He noted the methodology staff developed addressed only the current location of the Truckee Meadow's station, and the amount would have been higher had Station 14 been moved to Station 12. He stated the Truckee Meadows would contribute \$198,375 based on the calculation. He reviewed the other revenue that would be used to address the shortfall as shown on page 4 of the staff report.

Chief Greene said other funding options, starting over, building a smaller fire station, and utilizing existing funds were also looked at; but they all required going back to FEMA and starting over, redesigning the project, paying new engineering fees, possibly losing the money spent on design and engineering, and delaying construction.

Chairman Breternitz stated he requested a copy of the contract to review, and he saw the architect was legally bound to provide a fire station within a budget of \$1.744 million. Based on the bids received, he wondered why the architect was not contractually responsible for bringing this in within budget.

Dave Solaro, Assistant Public Works Director, stated when the proposal from Smith Design Group was received, the project's budget was unknown due to FEMA not yet being on board with any grant money. He said Mr. Smith was under contract to SFPD to provide a fire station for \$1.744 million, however, his direction to Mr. Smith was to recreate what was done in Cold Springs in an effort to fast track the project to get the FEMA grant. In good faith, Mr. Smith did that work prior to the County signing the contract with him, so the plans for the fire station and a cost estimate could be gotten to FEMA. He said Mr. Smith's proposal at that time was \$2.9 million, but the contract provided the amount FEMA agreed to when it was brought forward to the BCC.

Commissioner Larkin stated the lowest bid was \$2.3 million, and wondered how that correlated with the \$1.744 million that the architect used. Mr. Solaro stated that would be the amount for a contractor to bid the project and what was approved in the FEMA grant. Chief Greene stated the full project costs would bring it up to \$2.3 million. Commissioner Larkin interrupted stating it appeared the full project costs would bring it up to \$2.645 million. Mr. Solaro stated the FEMA grant would cover those costs. Commissioner Larkin stated the FEMA grant for construction would only cover \$1.744 million and it was really the \$2.645 million that had to be covered. Chief Greene noted SFPD had \$225,000 in the Capitol Improvement Project (CIP). Commissioner Larkin asked if any of that money had been spent. Chief Greene replied some had been spent for the architect's fees.

Chief Greene reported the estimated construction amount was \$2.645 million, which could be reduced to \$2.4 million through cost savings. Mr. Solaro stated there was about \$200,000 in project changes that could be achieved by negotiating with the contractor or by redesigning the station. Commissioner Larkin asked if that would come out of the contractor's bid (\$2.3 million). Mr. Solaro stated it would. He explained the Board would award the full bid (\$2.3 million) to the contractor, then a change order would be done to deduct the proposed savings (\$200,000). Commissioner Larkin inquired if the contractor agreed to that. Mr. Solaro stated he spoke with the contractor. He noted he had a letter from the contractor who identified about \$150,000 that could be taken out of the bid along with additional items identified by the County. He said the total cost of the project was \$2.645 million. Commissioner Larkin inquired if the Board had ever approved a project of this kind before. Mr. Solaro responded yes it had, for the Regional Animal Shelter. The budget was set and then change orders were done.

Commissioner Larkin said the Standard of Cover (SOC) pointed the way towards a new fire station in the District, and he wondered if there was an agreement between TMFPD and SFPD on cost sharing. Chief Greene stated there was no agreement at this time. Commissioner Larkin inquired if there were any similar agreements with any other fire jurisdictions. Mr. Latipow stated Chief Greene alluded to the Interlocal

Agreement between TMFPD and the City of Reno, which had a similar formula. The most recent application of that formula would most likely come before the Board as a result of the Interlocal Agreement being extended. This was a similar formula that Ms. Walker proposed using when Station 9 closed to handle its impact on Station 13.

Commissioner Larkin asked if any Interlocal Agreement between TMFPD and SFPD would be brought before the Board. Mr. Latipow stated he would have to consult with the District Attorney's Office to identify the proper instrument to execute for the Board's review to execute a subsidy or a transfer.

Commissioner Larkin stated it seemed to him that there were two pieces of the puzzle that have yet to be put in place before the Board could move to the next agenda item unless Chief Greene was testifying there was \$2.645 million in an account somewhere. Chief Greene stated they did not have that.

Chairman Breternitz commented he had been briefed regarding future projections relating to TMFPD's budget, and he did not think they were much better off than the SFPD. He was not sure about the funds coming from TMFPD; however, he agreed with Commissioner Larkin there seemed to be a number of items not in place, which would allow the Board to move forward with this item. Chief Greene stated everyone was in financial trouble, but TMFPD had \$250,000 to contribute towards the fuels management program. He said the Board had an opportunity now to construct a station, which would have a regional benefit.

Chairman Breternitz stated it seemed to him the Board was acting under the SFPD agenda, but they were actually dealing with an item that related to TMFPD. Melanie Foster, Legal Counsel, stated the Board could not act to initiate the transfer. She thought Mr. Latipow could work with TMFPD and bring it back for consideration at the next TMFPD meeting.

Commissioner Larkin stated the Board initiated the regionalization study and it seemed the Board could advance with some kind of agreement, rather than just transferring money. He said the Board might want to entertain some notions about regionalization, but perhaps SFPD would like to contract with TMFPD for some services.

Commissioner Weber asked what the timeframe was. Chief Greene responded the grant was awarded in September 2009 and the project had to be completed by September 2012. Also, it had to be demonstrated to FEMA that regular and steady progress was taking place towards completion. He noted none of grant money had been spent yet, which according to FEMA was one of the red flags they considered when sweeping grants. Commissioner Weber stated it appeared a list of dedicated funds and commitments was necessary at this time. Chief Greene stated that was correct.

Mr. Solaro stated the project could not be awarded until the funding was in place and the contractors were in limbo until the Board decided what to do. Commissioner Weber stated she believed it was not fair for Washoe County or any other

organization to ask people to bid, have their employees work on it, and then have the project fall through. She believed the County could not put this off any longer and run the risk of the monies being swept.

In response to the call for public comment, Janet Ouren stated she lived in Arrowcreek and thought Chief Greene's plan showed a viable way to build the Arrowcreek Station. She asked the Board to approve building the station.

Sally Mauldin stated she lived in Arrowcreek and echoed what Commissioner Weber stated about communities being willing to raise funds and volunteerism was alive and well in Arrowcreek. She asked the Board to support construction of the station.

Steven Perez stated this station would serve approximately 4,500 residents in the Truckee Meadows. He believed regionalization would increase the commitment and responsibility of Station 14. He discussed taxes being raised in anticipation of the new fire station and thought arguing over \$400,000 was offensive to the residents who paid those taxes for fire purposes.

Al Shankle stated he was the low bidder for the project. He said he did not think there was ever a time in the last twenty years that was more appropriate than now to go forward with this project, because prices would never be this low again. He stated it was to the benefit of the Board and certainly to the residents of that community to find a way to move forward with this project, because it appeared Chief Greene had been able to put together a plan that would work.

Bob Ackerman stated when this went out for bid, it was anticipated the funding was in hand. He said he attended the bid opening and was shocked when the numbers came in as they did. He said building the station was at a critical point, which he felt was a long overdue commitment to the community.

Tom Motherway stated he supported awarding the bid or directing staff to assemble the necessary details to award the bid of the Arrowcreek station. He said he agreed with Commissioner Weber regarding raising funds to support this station. He discussed regionalization as it applied to staffing. He noted he attended a Northern Nevada Network in which two officials from the City of Reno reviewed the City's finances including bond defaults and renegotiating union contracts. He said in any other state the municipality would be bankrupt, but Nevada law prohibited that without the permission of the finance department. He asked the Board to steer clear of any renewal of the Interlocal Agreement. Commissioner Breternitz interrupted Mr. Motherway and informed him he should speak only on the topic on the agenda.

Robert Parker stated he lived in Galena. He discussed the charities he and his wife supported and proposed they could do the same thing for SFPD to help with things SFPD could not buy, such as furniture. He said people who already volunteered for SFPD could do the fundraising.

Chairman Breternitz stated he understood the Board could not move forward with any kind of a package until the money was in the bank. Ms. Foster acknowledged that was true. She said the actual shortfall between the amount of the bid and the firm amount of funds on hand was \$272,100. She said Chief Greene indicated some of the CIP money had been spent, and his estimates did not indicate if the fuels management funds were available and in the bank. So if Chief Greene could give the Board those answers the Board might be able to proceed today. Chairman Breternitz stated he still had some concerns about the cost of construction versus the amount available and the legal responsibility of the design team to bring the project in within that budget. He said he shared Commissioner Weber's perspective, but he felt at this time his hands were tied because there was no money in the bank nor was there a commitment from TMFPD.

Commissioner Weber inquired if there was any way to get new information or commitments by the next meeting. Chief Greene stated the fuels management money and their ending fund balance was the commitment. He said the CIP money available could be defined, but at the end of the day it was how much the ending fund balance was and how it would be budgeted to finish this station. He thought it was doable at \$400,000, but he did not think it was doable at \$600,000. He stated at the last meeting he talked about SFPD's future needs, noting if the ending fund balance went down to \$1 million, the SFPD would no longer be viable. He explained the Board could not legally negotiate with the low bidder before the Board awarded the bid, but there was a safeguard which would allow the Board to walk away from the bid if negotiations were not successful.

Commissioner Jung inquired if the Board would be able to award a bid without the money to back it up. Ms. Foster replied they could not. She said the willingness of the contractor to work with the County to reduce the amount of the bid was admirable, but when the Board voted to award a bid, it would be entering into a contract for the bid amount; not the bid amount less potential savings. She said the staff report was not fully reviewed and approved by legal counsel prior to submission to the Board because of timing. She advised this agenda item was to award the bid and not for all of the other soft costs for the total project. She stated to award the bid today, Chief Greene would need to identify \$272,100 was available in the current budget that could be used for this contract if necessary. She said Chief Greene would bring to the Board at the next meeting an item to sell the property, back to the original developer who donated the property. She stated if the Board was amiable to the idea of the TMFPD transfer or something like it, there might be additional funding there. She said Chief Greene had to identify if there was CIP money available, because some been spent, so giving him the time to come up with the amount spent would then allow the Board to award the contract in good faith.

Chairman Breternitz stated he understood there was approximately \$350,000 worth of costs over and above the construction that had to be found. He recognized there needed to be money in the bank to cover the contract; but the reality was

once the contract was signed, the County had an obligation for an additional \$350,000 that was not part of the contract, but existed as if it were.

Commissioner Jung asked if this item and the next agenda item could be postponed. Ms. Foster stated that was an option, but the bid had already been extended. Mr. Solaro stated the initial bid period was through March 26, 2011, which meant the extension got them to this meeting.

Commissioner Larkin recommended moving to another agenda item and leave this item open to allow Mr. Solaro time to talk to Mr. Shankle regarding an extension. Chairman Breternitz stated it was important to have an extension, but he thought all factors (not having the money) had to be considered.

Chief Greene inquired if the Board was looking to identify specific funds. He explained there were funds available in the ending fund balance. He would like to clarify that he was looking for Board direction regarding a TMFPD contribution. He understood the Board could direct the Fire Services Coordinator to come back with an agreement, then that money could be decided upon. Chairman Breternitz stated it was his understanding the Board could not make that direction because they were not currently sitting as the TMFPD Board. Chief Greene stated since the Fire Services Coordinator served the County, SFPD and the TMFPD, he thought the Board could direct Mr. Latipow to come to a future TMFPD meeting with a recommendation.

Chairman Breternitz stated the Board could not commit funds at this point in time. Chief Greene stated the bid could be awarded based on SFPD's ending fund balance. Chairman Breternitz stated he thought there were too many loose ends and he did not have a specific list of funds and he thought it made sense to postpone this item.

Commissioner Weber stated she was not in agreement with postponing it right now, because it was suggested to have them go back and have the conversation to determine an extension. She suggested finishing the agenda or recess so this could be figured out with the contractor.

2:56 p.m. The Board took a recess from the Sierra Fire Protection District's agenda to be reconvened at a later time and convened as the Board of Commissioners of the Truckee Meadows Fire Protection District.

4:29 p.m. The Board reconvened as the Sierra Fire Protection District Board of Fire Commissioners.

Mr. Solaro stated he spoke with Mr. Shankle regarding extending the bid. Unfortunately, Mr. Shankle informed him he was unable to talk with all of his 10 subcontractors, so he could not extend the bid at this time.

Chief Greene stated the low bid was \$2,361,230 and the FEMA award amount was \$2,089,130, which left a deficit of \$272,100. He explained SFPD's current

ending fund balance was \$2.2 million. He believed the deficit could be made up out of the ending fund balance. He said if the Board chose to go forward and award the bid, the first thing he would do was come back at the next meeting with a change order to reduce the amount, along with the agreement with TMFPD and the land sale.

Katy Simon, County Manager, stated she asked John Sherman, Finance Director, to speak to the Board about statutory limitation on using ending fund balances. Mr. Sherman stated there was an ending fund balance projected for SFPD; however, that money had not been appropriated for spending this year and legally could not be spent. He concurred with Ms. Simon, and after having reviewed the financial status of SFPD at length with the internal auditor, there was an ongoing concern there would be a smaller opening fund balance next year if money was taken out of the ending fund balance, which could place SFPD in an unsustainable position.

Commissioner Jung inquired if Mr. Sherman was the financial analyst for SFPD. Chief Greene responded Ms. Walker was SFPD's Financial Consultant. Commissioner Jung inquired if Ms. Walker signed off on the use of the ending fund balance. Chief Greene said Ms. Walker informed him they could use the money in the CIP, but he wanted to use the ending fund balance instead. Ms. Walker advised him they could adjust the budget beginning in July to decrease the amount of the ending fund balance.

Chairman Breternitz stated he believed the amount needed was closer to \$600,000, not \$272,000. He said he did not see in writing where the money would be coming from. He believed the real solution was building a \$1.744 million fire station, which the architect was contractually to build. He stated the Board could not negotiate a contract down more than 10 percent of what was bid. Ms. Foster stated that was correct and any substantive change over 10 percent would have to be rebid. Chairman Breternitz stated the Board could not renegotiate the price for construction to \$1.744 million. He said he would like to see a fire station built even though he was not sure how to staff it, but he did not see how the Board could get there from here. He thought the only way to logically get anywhere close was to reject the bids, have the architect redesign the station, and to solicit new bids.

Commissioner Larkin stated the architect was committed to \$1.744 million and the FEMA grant was for \$2,089,130. He said the Board had to show substantial process, expend all of the funds by September 2012 and complete the station by 2012, but it needed to be done right. He said he was not opposed to using some TMFPD funds to finalize some of this, but there had to be an agreement between TMFPD and SFPD. He saw no other way to do this except to have it rebid and at the same time work on the regionalization. He said it was apparent a new fire station in that area was needed now the SOC was done.

Chief Greene stated he worked diligently with Public Works on this project and had nothing but appreciation for what Public Works had done. He said he

believed they would end up spending new money to start the process over again, because they would not be able to utilize money the money already spent to engineer the project.

Commissioner Larkin stated it would not start over because there was a contractual relationship with the architect to provide a \$1.744 million facility. Chairman Breternitz stated after reading the contract, it appeared there was an obligation for the architect to provide a design that allowed for the budget to be met. He said there were no provisions for additional money over and above the contract's commitment when he looked under additional services, so he did not see why the Board would be obligated to pay any additional money.

Chief Greene stated if he went back to FEMA with a plan for a smaller station, they might allocate less money for it because the funding was on a per square foot basis. He did not know that for certain, but he did know that through the negotiating process FEMA went line item by line item and were very specific in what they would pay for. He did not want to be in the position of FEMA offering less money to complete the project.

Commissioner Weber wondered if Mr. Solaro and legal counsel could come up with a way to suggest some different concepts. She did not believe it made sense to go back to FEMA, because all that would do was present a red flag saying building the station could not be pulled off. She suggested postponing this item for two weeks. Mr. Solaro agreed postponing Agenda Items 8 and 9 for two weeks would provide enough time to talk to everyone. Ms. Foster said if the subcontractors determined to hold the bid amount open, the Board could still award the contract in two weeks. She said if Mr. Shankle's subcontractors would not hold their prices, the Board would be in the position of rejecting the bid and going back out for new bids.

Chief Greene said \$65,000 remained in the CIP. Chairman Breternitz stated he thought the \$65,000 was contingency money. Chief Greene stated the \$65,000 in the CIP was left over after the engineering costs had been spent, but the \$65,000 in the FEMA grant award was contingency money.

Commissioner Larkin stated he thought it was appropriate for the Board to direct Mr. Latipow to start talking about an Interlocal Agreement with TMFPD and SFPD in concert with regionalization.

In response to the call for public comment, Pete Canazzaro, Galena Volunteer Fire Chief, stated he was confused with the amounts. The bid from the contractor was \$1.744 million, or what was authorized to be spent; the FEMA grant was \$2.1 million, which included the soft costs, engineering and other costs; the total grant award was \$2.1 million; and, the bid was \$2.3 million. He said the contract was for \$1.744 million and that should be the costs plus the soft costs. Chairman Breternitz stated that was correct, which brought it up to \$2.1 million.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Chief Greene forward a letter requesting a discussion on an Interlocal Agreement between TMFPD and SFPD related to operational issues, potential fund transfers and any other items related to regionalization and the Standard of Cover and any other items that may be identified by Chief Greene or Mr. Latipow.

11-42SF AGENDA ITEM 9

Agenda Subject: “Discussion and action on “Sierra Fire Protection District-Station 36,” PWP-WA-2011-Option 1: Award of Bid to the lowest responsive, responsible bidder (staff recommends Al Shankle Construction in the amount of \$2,361,230.00); authorize the Chairman to execute the contract documents; and direct the Public Works Department to negotiate reductions in the scope of work by approximately \$200,000 OR Option 2: Reject all bids; authorize the Public Works Department to re-design and re-bid the project OR Option 3: Reject all bids.”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 9 be postponed for two weeks, at which time Mr. Solaro would bring back the results of his discussions with the contractor. It was also ordered that Chief Greene be directed to bring back to the Board a written breakdown of where the \$2.3 million cost to build the Arrowcreek Station was going to come from.

After discussion regarding the soft costs, Chairman Breternitz made a motion that a proposal be brought to the Board delineating where all the costs, over and above the construction contract costs (soft costs), would come from, including any community fundraising activities. Commissioner Larkin seconded the motion.

Chairman Breternitz stated the Board could not award the contract for construction without knowing where the funds would come for the soft costs. Commissioner Weber thought that had been explained during Mr. Solaro’s comments. Mr. Solaro stated some of the costs would be covered as far as construction administration, but there were costs such as water rights, sewer connection and permits that would not be covered.

On a call for the vote, the motion passed 5-0.

11-43SF AGENDA ITEM 12

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.)”

Chief Greene noted that a comment made by Melanie Foster, Legal Counsel, wherein she stated the staff report had not been reviewed and approved by Blaine Cartlidge, Legal Counsel for the SFPD; however, it was determined it had been approved by Mr. Cartlidge. Ms. Foster apologized for the misunderstanding.

11-44SF AGENDA ITEM 13

Agenda Subject: “Public Comment.”

There were no public comments.

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The following item was heard by the Washoe County Board of Commissioners at 3:06 p.m. under Washoe County Board of Commissioners Agenda item No. 24.

11-40SF AGENDA ITEM 11

Agenda Subject: “Possible closed session for the purpose of discussion negotiations with Employee Organizations per NRS 288.220.”

On motion by Commissioner Larkin, seconded by Commissioner Humke, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Employee Organizations per NRS 288.220.

5:02 p.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, 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:
Jaime Deller and Jan Frazzetta, Deputy County Clerks*

AGREEMENT

An Agreement Between Sierra Fire Protection District
(hereinafter "SFPD")

3905 Old Hwy 395
Washoe Valley NV 89704

And, the Nevada Fire Safe Council, a Nevada nonprofit corporation
(hereinafter "NVFSC")

710 North Curry Street
Carson City, NV 89703-3915
(775) 884-4455

WHEREAS, NVFSC is a grantee of federal funds under the Southern Nevada Public Land Management Act ("SNPLMA") and desires to fund fuels reduction projects and staff through SFPD using those SNPLMA dollars;

WHEREAS, SFPD is a political subdivision of the State of Nevada organized pursuant to NRS Chapter 474 as a fire district, and it desires to coordinate with the NLTFPD to assist in funding a defensible space inspector and hiring of a hand crew to perform fuels reduction projections in association with NVFSC; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. SCOPE AND FUNDING. The scope of this Agreement is identified and discussed in Attachments A & B, both of which are incorporated herein by this reference. Pursuant to this Agreement and those Attachments, SFPD will coordinate with the NLTFPD to assist in funding a defensible space inspector and hiring of a hand crew to perform fuels reduction projects perform certain managerial duties, and will also perform fuels reduction projects in 4 open spaces areas in Washoe County. NVFSC will provide funding for these matters with an amount not to exceed \$174,000 for the inspector position and managerial duties and an amount not to exceed \$663,000 for the fuels reduction projects. SFPD will invoice NVFSC regarding the projects, inspector position and managerial duties on a monthly basis and NVFSC will pay the invoices within 30 days of receipt of the invoices or when grant funding becomes available.
2. AGREEMENT TERM. This Agreement shall be effective for a period of three years from March 1, 2011 to March 1, 2014, or until this Agreement is terminated pursuant to the terms of this Agreement, whichever date shall first occur.
3. TERMINATION. This Agreement may be terminated by either party prior to expiration of the Agreement Term, provided that a termination shall not be effective until 30

days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause.

4. NOTICE. 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 if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

5. BREACH; REMEDIES. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

6. LIMITED LIABILITY. SFPD will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

7. INDEMNIFICATION. Consistent with the limited liability provision stated above, 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 attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

8. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

9. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

10. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

11. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

12. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be

open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

13. PROPER AUTHORITY. The parties 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 parties are authorized by law to perform the service set forth in this agreement.

14. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada state district courts for construction and enforcement of this Agreement.

15. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties 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 an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

SIERRA FIRE PROTECTION DISTRICT
Acting by and through its
Board of Fire Commissioners

By: [Signature] 4/12/11
John Breternitz, Chairman

ATTEST:

By: [Signature]
County Clerk

Nevada Fire Safe Council

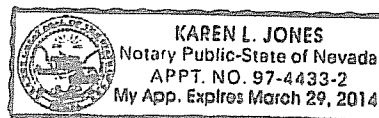
By: [Signature]
Andrew List, Executive Director

STATE OF NEVADA

COUNTY OF WASHOE

On this 1st day of March 2011, ANDREW LIST,
personally appeared before me, a Notary Public, and acknowledged to me that he/she executed
the above instrument for the purpose therein contained.

[Signature]
Notary Public



Sierra Fire Protection District

**RESOLUTION APPROVING COOPERATIVE AGREEMENT WITH
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT**

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 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 regarding fuels management are political subdivisions of the State of Nevada as authorized under NRS Chapter 474, and perform fuels management services in their respective jurisdictions; and

WHEREAS, SFPD desires to utilize NLTFPD's expertise in crew assembly and management of a 20-person hand crew to perform fuels reduction inside SFPD as set forth in the attached Agreement, and NLTFPD is willing to do so at actual costs.

NOW, THEREFORE, BE IT RESOLVED that the Agreement and Attachment A 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 North Lake Tahoe Fire Protection District.

Upon motion by Fire Board Commissioner, Humke, seconded by Commissioner Yung, the foregoing Resolution was passed and adopted this 12th day of April, 2011 by the following vote:

AYES: Humke, Yung, Breternitz NAYS: X
Weber, Harkin

ABSENT: X ABSTAIN: X

ATTEST:

CLERK

Imy Hawey

BOARD OF FIRE COMMISSIONERS

John Breternitz, Chair