

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

TUESDAY

10:00 A.M.

DECEMBER 14, 2010

PRESENT:

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

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

The Board convened at 12:22 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:

12:22 p.m. Vice Chairperson Weber temporarily assumed the gavel.

10-91SF **AGENDA ITEM 2A**

Agenda Subject: “Approval of the Agenda for the December 14, 2010 SFPD Board of Fire Commissioners Meeting.”

There was no public comment on this item.

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

10-92SF **AGENDA ITEM 2B**

Agenda Subject: “Chief’s Report on donated ambulance, REMSA meetings, work plan, Volunteer update and Santa Sleigh.”

Fire Chief Michael Greene announced a “Santa emergency” and asked for volunteers to assist with Santa’s sleigh on December 25, 27 and 28, 2010. He explained the volunteer Santas would pass out gifts, candy, and fire safety messages.

Chief Greene noted that Commissioner Jung had requested information as to use of the donated ambulance. He indicated the ambulance had the capacity to hold patients until a unit from the Regional Emergency Medical Services Authority (REMSA)

arrived on the scene. He stated the use of the ambulance had opened up some productive dialogue with REMSA relative to response polices, training and utilization of resources.

There was no public comment on this item.

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

10-93SF AGENDA ITEM 2C

Agenda Subject: “Approval of Volunteer Reports.”

There was no public comment on this item.

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

10-94SF AGENDA ITEM 2D

Agenda Subject: “Approval of the minutes for the May 25, August 24, September 14, and October 26 2010 meetings.”

There was no public comment on this item.

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

10-95SF AGENDA ITEM 3

Agenda Subject: “Approval of an interlocal agreement between the Washoe County Sheriff’s Office (WCSO) and the Sierra Fire Protection District regarding costs and use of the WCSO firefighting capable helicopter.

12:23 p.m. Chairman Humke took over at the gavel.

Fire Chief Michael Greene stated the agreement was similar to what was used by the other regional fire agencies to contribute toward the cost of the helicopter.

There was no public comment on this item.

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

10-96SF AGENDA ITEM 4

Agenda Subject: “Review and Acceptance of the Sierra Fire Protection District’s Audited Financial Statements for the Fiscal Year Ended June 30, 2010.

Fire Chief Michael Greene explained the auditors had identified an issue related to the District’s use of a different payroll system (ADP) from the one used by the County (SAP). He stated payroll could not be translated from ADP to SAP without supervisory approval. He said it was cost prohibitive for the District to transition to the SAP system. He indicated the auditors requested information regarding the District’s approval process, which was later provided. A second issue identified by the auditors was that an employee was given a step increase without the necessary documentation, although documentation was ultimately procured. He noted he had made a management response to the audit report and was looking forward to working with the auditors to address the issues.

Felicia O’Carroll, Auditor for Kafoury Armstrong & Company, said the District received an auditor’s unqualified opinion as to the financial statements. She observed one area was deemed as a significant deficiency and was noted as Finding 10-1 on page 33 of the report. She explained the issue was not characterized as a material weakness because of mitigating controls; specifically, that District Financial Consultant Mary Walker conducted budget to actual comparisons on a periodic basis and the County provided oversight bookkeeping services for the District. Ms. O’Carroll discussed four examples of particular issues found by the auditors, which were primarily related to documentation. One instance involved overtime that had been approved after the fact. Documentation of the approval was requested numerous times during the audit and was finally provided one week before the Commission meeting. She commented that a system of internal control required an entity to be able to produce documentation at the time it was requested rather than after the fact. She identified a second case in which there was no documentation for the approval of seasonal pay increases. In a third example, she indicated the auditors were provided with two pay schedules for the exact same dates that showed different pay rates. District personnel could not explain the reason at the time of the audit, although Ms. Walker provided information after the fact to show the difference was related to parity increases. A fourth instance was found in which the auditors could not reconcile an individual employee’s pay rate. Further documentation and evaluation highlighted the difference between a typical firefighter’s schedule of 2,900 hours per year, versus a standard 40-hour work week that resulted in 2,080 hours per year. Such employees received the same dollar amount for the year but the difference in per-hour cost was important if an employee worked overtime. Ms. O’Carroll emphasized that District personnel had been cooperative. She stated the audit team met with the District several times to explain the findings in detail and talk about the kinds of things that would need to occur to correct the issues.

Commissioner Larkin asked Ms. Walker to comment about what was going on. Ms. Walker remarked that the audit went well in that there were no legal violations and very tight budgetary controls were in place. She indicated she routinely

met with District personnel approximately every two months to review everything. She stated she had not known the auditors were requesting documentation of management approval for pay rates that were changed or that the information was not submitted to the auditors for months. She was made aware during the auditors' exit conference, which also included Chief Greene, herself and the County Comptroller. She noted some documentation was provided after the exit conference but documentation was never provided prior to the conference. Ms. Walker characterized the issue as a material weakness, although it was not cited as such because good budgetary controls were in place. She explained that she went through each person's records during the budget process to look at how much they were paid and what was in the ADP payroll system, so she would have picked it up if someone was not being paid correctly. Although budgetary checks and balances were in place, she said management signatures were lacking for some payroll transactions and pay rate changes.

Commissioner Larkin questioned whether the issues were technical in nature or were substantial issues related to management controls. Ms. Walker replied that she was a certified public accountant (CPA) and professional financial manager, and she believed there was a material weakness in the payroll system that was a serious matter. She stated it was a management problem that no signatures were needed to process pay rate changes in the payroll system. She said she had explained to Chief Greene that such systems could lead to embezzlement and it was fortunate there were honest people working for the District. Commissioner Larkin wondered what Ms. Walker was doing to institute proper controls. Ms. Walker indicated she was not the District's internal auditor. If the Board wished to direct her, she said she would like to work with the internal auditors to look at the system and make sure proper systems were in place.

Commissioner Larkin stated it was his belief the Board should order a thorough fiscal audit and internal audit of the Sierra Fire Protection District (SFPD).

Chairman Humke thanked Ms. Walker and the auditors from Kafoury Armstrong & Company. He pointed out there had been some very carefully crafted negotiations with approximately 14 labor organizations in which no pay increases were given and the employees gave concessions. He wondered how the Board could answer to the 14 labor organizations who received no pay increases now that a pay increase had apparently been provided for a group of seasonal employees. Chief Greene explained a group of seasonal firefighters in the fuels program had taken on additional responsibilities near the end of the season and their supervisor recommended that their pay class be stepped up. He said he welcomed an opportunity to thoroughly review things with the County's internal auditor and believed the explanations would become clearer. He noted a thorough audit was to be requested under Agenda Item 7 and he thought it was a good idea.

Chairman Humke requested clarification about what was granted to the seasonal employees. Chief Greene indicated there were 20 seasonal employees. He did not recall the exact number but thought that four, five or six of them had received pay increases. He noted one of the employees assumed new responsibilities as a crew boss

and was operating a new piece of equipment. The supervisor showed it was within the grant funding and asked if the employees could be paid commensurate with their responsibilities. Chief Greene said he agreed to the pay rate increases based on the supervisor's recommendation. He observed that not all of the seasonal employees received an increase. Chairman Humke asked if each of the employees occupied some sort of lead position. Chief Greene stated he preferred to come back with more specific information and hoped the audit process would enable him to do that.

Chairman Humke recalled that the County Manager had persuaded the Board and the Board had agreed to talk to all of the labor organizations. Concessions were requested and all of the labor units complied. He stated the source of the funding was not a consideration because it was important to treat everyone the same. For example, the Truckee River Flood Management Project was operated through a specialized fund and had the resources to give pay increases, but the Board said "Nope, you are not going to do that." Chairman Humke asked if reclassification for any seasonal employee was agendized for the Board's approval. Chief Greene replied it was not.

Ms. O'Carroll pointed out the auditors did not go looking to see if someone got a pay increase. She explained they picked a sample of employees for payroll testing and could not verify the salary amount for one of those who came up in the sample. She stated the auditors were concerned with approval of the pay increase rather than the reason an increase was granted.

There was no response to the call for public comment.

Commissioner Larkin remarked there was a serious deficiency in the process and there was no justice in accepting the audit report without some due course of action. He wondered if the Board could provide specific direction in either a different motion or one combined motion. Melanie Foster, Legal Counsel, advised that the Board could take additional action under Agenda Item 7.

Chairman Humke stated he had conducted a sidebar conversation with the County Manager and with Legal Counsel, in which Ms. Foster asserted that Agenda Item 7 had been drafted as broadly as possible. He suggested the issues brought up by Ms. Walker and Ms. O'Carroll could be dealt with under Agenda Item 7.

Commissioner Larkin said he was looking for specific direction in a motion by the Board that would include an internal audit and a full management review of what was going on at the Sierra Fire Protection District. He indicated he would accept the audit report reluctantly and with great disapproval.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the management report in Agenda Item 4 be accepted.

10-97SF AGENDA ITEM 5

Agenda Subject: “Discussion and possible Board acceptance of a donation for equipment, materials, labor and permits to install a 25 kW wind turbine system at Bowers Station #30 (valued at \$135,000) from Global Legacy Ventures, Inc.; and, if accepted authorize the Chairman to execute the State of Nevada’s attached Authorization letter and also the attached Resolution.”

Fire Chief Michael Greene indicated a program through NV Energy provided for the use of wind energy and a donation had been offered to provide the wind turbines at no cost to the District. He discussed a phone call from Jane Countryman, who wanted the Board to be informed that there was opposition from West Washoe Valley residents because the turbine was being located in a scenic corridor. He said the District was attempting to mitigate community concerns by placing the generator behind the Bowers Fire Station and painting it. He noted the District would receive a credit on its utility bill but could not resell any power generated by the wind turbine. It was hoped that wind energy could be utilized at other fire stations if the first project was successful. Chief Greene explained a special use permit (SUP) request was previously submitted to install two wind generators at the new ArrowCreek Fire Station, also at no cost. The SUP request was withdrawn because the Citizen Advisory Board (CAB) was uncomfortable with the giant propellers on the wind turbines. He stated Board approval of the agenda item was the District’s first step before taking action at future meetings to use wind energy at other fire stations.

Chairman Humke acknowledged he had seen about 100 times the comment in opposition to placing two turbines at the ArrowCreek Station, as compared to one turbine at the Bowers Station. He asked if there was no requirement for an SUP at the Bowers Station. Chief Greene indicated an SUP was required for two turbines but not for one. Chairman Humke questioned whether the community’s concerns would be satisfied by a different location for the turbine. Chief Greene said he could not speak for the residents, but thought there would be opposition regardless of where the turbine was placed. He indicated only two out of the five or six people at a recent CAB meeting were in favor of the wind turbine. The rest said they were opposed and had a lot of concerns.

Commissioner Breternitz questioned whether there would be a significant loss of efficiency if the wind generator was moved up the hill and closer to the trees behind the Bowers Station. Chief Greene stated the plan was to place the generator up the hill about 75 feet behind the Station. Paul Phillips of Planet Safe Systems agreed there could be a lack of efficiency if a turbine was placed too close to the trees. However, he indicated the site that had been chosen behind the Bowers Station was an appropriate location for the wind turbine.

Chairman Humke recalled there had been quite a process earlier in the year for Community Development to retool the ordinance concerning wind generators. He stated some wind turbines had been placed in his own neighborhood. He observed some people appeared to like them very much and some to hate them very much, even if

they were compliant with the ordinance. He wondered if it was worthwhile to engage in some analysis about a possible moratorium on all County lands, agencies and facilities.

Commissioner Breternitz noted there had been a lot of effort to make the wind turbine more palatable to the public by moving it away from the road and behind the Bowers Fire Station. He stated the Sierra Fire Protection District would save about \$4,800 per year in energy costs. With respect to some kind of quasi-moratorium or another study, he suggested the Board could look at and make a judgment based on the merits of each request. He indicated the Board would have to consider individual exceptions to any overarching policy, and did not yet know what kind of future requests would come before it. He expressed support for moving forward with the one request under the agenda item and for acknowledging the ordinance that was already in place. Although there were people who were not happy about it, he said he thought the location was unobtrusive and would work well.

There was no response to the call for public comment.

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

10-98SF AGENDA ITEM 7

Agenda Subject: “Ratification of the Chairman’s direction to staff to complete an internal audit of Sierra Fire Protection District’s fiscal and administrative processes, including procurement, payroll, grant administration and staffing evaluation practices.”

Fire Chief Michael Greene stated he would like to work with the internal auditor and with Kafoury Armstrong & Company so that the Board could have confidence in the District’s management.

Commissioner Larkin asked if the auditor’s report would come directly to the Board. Melanie Foster, Legal Counsel, indicated that was the usual practice, although the Board could also give explicit direction. Commissioner Larkin said he wanted to ensure the report was unedited and unfiltered, and that it came directly to the Board via the County Manager. County Manager Katy Simon agreed it would be so.

Commissioner Breternitz commented that the Board would be making a specific request that was over and above the normal scope of work that the County’s internal auditor outlined for the Audit Committee each year. He noted it was not unusual for audits to be reported to the Audit Committee during their normal course of business and then to come before the County Commission. Ms. Simon agreed that was the normal process for an audit that was part of the Audit Committee’s work plan, but not necessarily the process when there were audit findings. She emphasized that any recommended

changes to internal controls should be implemented quickly. She suggested it was better to not have to set up an Audit Committee meeting that might push things out to February 2011 before any action could be taken. Commissioner Breternitz said he totally agreed with Ms. Simon.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 7 be approved and ratified. It was noted that the unfiltered and unedited audit report was to come directly to the Board via the County Manager.

10-99SF AGENDA ITEM 6

Agenda Subject: “Commissioners’/Manager’s 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 or requests for future agenda items.

10-100SF AGENDA ITEM 8

Agenda Subject: “Public Comment and discussion thereon.”

Thomas Daly identified himself as a resident of the Estates at Mt. Rose. He placed a copy of his written comments on file with the Clerk. He noted the Board received advice and recommendations related to fire service issues from the fire chiefs, the County Fire Services Coordinator, the County Manager, and from consultants who were hired to provide various studies and reports. He observed that citizen input for fire service issues was limited to two minutes of public testimony or was filtered by staff and consultants after public forums or workshops where citizens could express their views. He urged the Board to consider the creation of a Citizen Advisory Board (CAB) for County-wide fire services issues. He suggested such a CAB would provide the Board with an unfiltered perspective by those who were paying the bills for fire services in the County, and would remove the time constraints attendant to a public hearing.

10-101SF AGENDA ITEM 9

Agenda Subject: “Emergency items.”

There were no emergency items.

* * * * *

1:10 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 Lisa McNeill,
Deputy County Clerk*

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Sierra Fire Protection District, 4000 Joy Lake Rd., Reno, NV 89511, hereinafter the "SFPD," the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD," and City of Reno, as agent for Truckee Meadows Fire Protection District under the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, hereinafter "CITY" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." SFPD, TMFPD, NLTFPD, and CITY as agent for TMFPD may be collectively referred to as the "Fire Districts," and TMFPD and CITY may be collectively referred to as "Consolidated Fire Department." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2011.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes, of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically provide otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.

2. The helicopter provided shall be configured as follows:

- a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
 - 10 seats, including pilot;
 - 2,500 pound card weight capacity; and
 - 300 gallons of water capacity.
- b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service,

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-45581

hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.
6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.
7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.
8. The WCSO shall also supply, if requested by the FIRE DISTRICTS, and for additional cost, necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.
9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).
10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-9581-

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.
3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior written approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.
4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.
5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

10-955F

C. Availability As follows:

1. During the Fire Season, and during the duration of this Agreement the helicopter shall be available:
 - a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

- b. Standby Time: The helicopter will be available five (5) days per week, eight hours (8) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-958F

the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-958F

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The SFPD shall provide to the WCSO \$15,000 within 30 days of acceptance by all parties to this Agreement.
- b. The TMFPD shall provide to the WCSO \$50,000 within 30 days of acceptance by all parties to this Agreement.
- c. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-95 SF

- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICTS shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. Each FIRE DISTRICT shall pay ¼ of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ¼ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.

10-953F

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- g. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **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,

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-958F

return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. INSPECTION & AUDIT.

A. *Books and Records.* Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

B. *Inspection & Audit.* Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. *Period of Retention.* All books, records, reports, and statements relevant to this Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10-955F

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents 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 act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. 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 Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

12. 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.

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

10-958F

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

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

COUNTY OF WASHOE

BY: *David E. Humke*
DAVID E. HUMKE, CHAIR

By: *David E. Humke*
DAVID E. HUMKE, CHAIR

DATE: 12/14/10

DATE: 10/12/10

ATTEST:

ATTEST:

Amy Harvey
County Clerk

Dorey L. P. Chief Dyer
County Clerk

**BOARD OF FIRE COMMISSIONERS
FOR THE TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

DATE: 9/28/10

BY: *David E. Humke*
DAVID E. HUMKE, CHAIR

ATTEST: *Amy Harvey*
County Clerk

CITY OF RENO

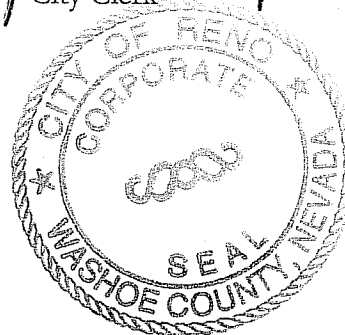
DATE: 11-17-10

BY: *Robert A. Cashell, Sr.*
ROBERT A. CASHELL, SR. MAYOR

ATTEST: *Spencer (Clerk)*
City Clerk

Approved as to form:

[Signature]
Reno City Attorney's Office



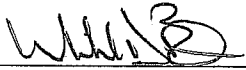
10-955F

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

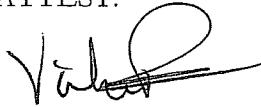
BOARD OF FIRE COMMISSIONERS
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT

DATE: September 9, 2010

ATTEST:

BY: 

Michael D. Brown



Chief Deputy Clerk

10-958F

SIERRA FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

RESOLUTION

A RESOLUTION DECLARING SIERRA FIRE PROTECTION DISTRICT'S ACTION TO RECEIVE A DONATION OF AND TO AUTHORIZE INSTALLATION OF A WIND POWER GENERATION SYSTEM AT STATION #30 (BOWERS), AS AUTHORIZED BY NRS CHAPTER 474; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the Sierra Fire Protection District ("District") leases from the State of Nevada certain real property, APN 046-021-03, located at 3905 Old Highway 395 in Washoe Valley ("Property"), commonly known as Bowers Station #30 ("Station"); and

WHEREAS, the District has received a donation proposal from Global Legacy Ventures ("Donor") and Planet Safe Systems ("Developer") to construct a 25 kw wind turbine system ("System") on the Property for the purpose of generating and providing electrical power to the Station all at no cost to the District, resulting in some monthly utility savings to the District; and

WHEREAS, the Board of Fire Commissioners support an efficient energy and sustainability strategy, and this donation proposal and the System appear to be consistent with that strategy; and

WHEREAS, Nevada Revised Statutes Chapter 474 authorizes the Board to acquire and to improve property, including by donation, and the State of Nevada as owner of the Property has authorized the installation of the System;

NOW, THEREFORE BE IT RESOLVED by the Board of Fire Commissioners that it approves of and accepts the generous donation from the Donor and Developer, and authorizes them and the District to proceed with the construction and commencement of operation of the System but only in accordance with the following:

1. Construction, installation and commencement of operation of the System shall be

10-975F

SFPD
5

performed within 60 days of this Resolution's date, without cost of any kind to the District, without liens against the System or the Property, and in compliance with all applicable codes, regulations and law;

2. Construction, installation and operation of the System shall be consistent with the plans, specifications, promises, statements and approvals contained in and attached to District staff's related staff report dated November 23, 2010;

3. Donor and Developer, their employees and agents, agree that they are acting as independent contractors and not as County employees, and as such have no right or claim to any benefit from the County;

4. Donor and Developer, their employees and agents, represent and warrant that they are adequately insured for this project and agree to indemnify, defend and hold harmless the State of Nevada and the District and their agents, including the County of Washoe, from and against any and all personal and property claims or liabilities of any kind possibly arising out the Donor's or Developer's donation, construction and investment of and in the System, including without limitation any injury or liability arising out of any hazard, deficiency, defect or other matter, known or unknown, connected with the Property or System and related activities.

5. Donor and Developer, their employees and agents, represent and warrant that upon commencement of System operation the ownership of the System and all appurtenances shall automatically transfer to the District and the State of Nevada (as designated in the related Property lease) and be free and clear of all claims, liabilities and liens.

6. The District will not sell any surplus power.

ADOPTED this 14th day of Dec., 2010 by the following vote:

AYES: Humke, Weber, Bretteritz, Jung, Larkin

NAYS: 0

ABSENT: 0



ATTEST:

Ang Harvey
Clerk

David E. Humke

David E. Humke, Chairman

10-91157