

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

TUESDAY

11:00 a.m.

APRIL 24, 2012

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

ABSENT:

David Humke, Commissioner

The Board convened at 12:23 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:

12-65SF AGENDA ITEM 2

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Board of Fire Commission as a whole.”

There was no response to the call for public comment.

The following Agenda Items, 9 & 10, will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Sierra Fire Protection District and Truckee Meadows Fire Protection District. (Agenda Item 11 & 12, on the Truckee Meadows Fire Protection District Agenda)

12-66SF AGENDA ITEM 9

Agenda Subject: “Presentation on the Volunteer Fire Departments of the County Fire Suppression Program, The Truckee Meadows and Sierra Fire Protection Districts and discussion and possible acceptance of a related needs assessment that was developed per the Board adopted Transition Plan.”

Kurt Latipow, Fire Services Coordinator, said the volunteer firefighters in the County had a long-standing history of providing service with some pre-dating the formation of the Truckee Meadows Fire Protection District (TMFPD). He said the Gerlach and Red Rock Volunteer Stations were part of the County's Fire Suppression program since they were not in areas covered by an organized fire protection district. He said the Verdi, Peavine, Cold Springs, West Washoe Valley and Galena Stations belonged to the Sierra Fire Protection District (SFPD), and the Palomino Valley, Lemmon Valley, Silver Lake, Cold Springs, Wadsworth, Hidden Valley and Pleasant Valley Stations were part of the TMFPD. He commented that the Palomino Valley and Hidden Valley Stations were Auxiliary Departments and were in the process of re-building.

Mr. Latipow said the departments totaled 181 volunteers with varying levels of training and certifications. Recognizing the important role volunteers had in providing service, the Transition Plan included the development of a Volunteer Needs Assessment. He said the result of the Needs Assessment was located in Attachment 2 of the staff report.

Commissioner Jung asked if Emergency Services Consulting International (ESCI) was still under contract and, if so, when did that contract expire. Mr. Latipow said ESCI was still under contract, but had transitioned into an "admin support plus" role and, due to lack of staffing resources, were assisting in staff requests.

In response to the call for public comment, Sean Wilburn, Pleasant Valley Volunteers Chief, thanked everyone for working diligently on the Needs Assessment. He was cautiously optimistic that the volunteers would be looked after and commended the Board for that occurring. He indicated that he incurred one of the aforementioned injuries and explained how and why that injury occurred. He remarked that he was invited from SFPD Station 30 to meet, go through each others, equipment and discuss the future. He said that was a first and commended the SFPD for having that attitude toward the volunteers.

Chairman Larkin asked how the Needs Assessment would move forward. SFPD Chief Charles Moore replied it began with good communication, which was underway. He said operational and capital needs were being reviewed and transitioning the volunteer apparatus repairs to the County. Chief Moore stated that a Master Plan was needed and would begin after July 1, 2012 in order to understand the career and volunteer interface and move the department forward as one unit.

Mr. Latipow said the transition of the volunteer fleet had been completed and mechanics had touched every piece of volunteer equipment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 11 be accepted.

Agenda Subject: “Update on status regarding facility related items at Hidden Valley, Verdi, and Caughlin Ranch, and acceptance of staff recommendation to move forward with installation of accommodations to provide fire service to Hidden Valley, Verdi, and Caughlin Ranch.”

Dave Solaro, Acting Public Works Director, reported that living quarters needed to be created next to the Hidden Valley Volunteer Two-Bay Station and a Special Use Permit was in the process of going through the Board of Adjustment to place a modular commercial coach on that site to be ready by July 1, 2012. He said the Verdi/Caughlin Ranch Station would be manned by the SFPD and property was being sought in the Mogul area for a land-lease. A commercial coach would be provided so the District could respond from that location to cover the Verdi and Caughlin Ranch areas.

Kurt Latipow, Fire Services Coordinator, said a comment had been made about the ultimate goal being regionalization. He noted that regionalization had been the continued direction provided by the Board, and was the reasoning for Temporary Use Permits and modular buildings. He stated that the funding was identified and approved for Capital Improvement Projects (CIP's) within both existing budgets.

Commissioner Weber inquired on the cost of the additions. Mr. Latipow replied that improvements to the Hidden Valley Station would be approximately \$185,000 and another \$200,000 for a rescue unit. He said the improvements to the Hidden Valley Station equated to about \$385,000. Mr. Latipow said the Verdi Station, utilizing commercial grade modular's, apparatus bays and site improvements, would be approximately \$400,000. He explained when the Board was presented with Plan B, those projections were included and emphasized these were one-time costs and, once in place, would be complete. He reiterated that the funds already existed in the budgets. Mr. Latipow said when conceptual drawings were concluded, those drawings would be presented to the Hidden Valley Homeowners Association (HOA) President to initiate meetings.

In the past, Commissioner Breternitz said proposals had been made to the City that would have precluded the District going to this extent. Since there was a renewed interest in the possibility of an arrangement with the City, he asked for some information related to the benefits of reverting to a previously proposed payment that would preclude the District in moving forward and the total costs.

Mary Walker, Walker and Associates, explained there was a comparison provided for the District moving forward on their own without automatic aid from the City and what needed to be done in Plan B in order to achieve servicing all the areas of the Districts without automatic aid. The total cost to the District in proceeding forward with no automatic aid would be about \$1.8 million a year with \$600,000 coming from reductions and \$1.2 million from an additional tax rate increase. She said there were also one-time costs associated with the Hidden Valley Station improvements. If the District had paid the City \$1.2 million, which was the net difference between Plan A and Plan B,

the District would be able to save \$600,000 and that option was presented as a business alternative to the Fire Board during the April 10, 2012 meeting. Regardless of regionalization or automatic aid, she stated that the Verdi Station needed replacement. Ms. Walker indicated that the City would be paid \$1.2 million, in addition to the other services being provided to the City such as the Districts already providing \$1.3 million of additional automatic aid more than the City provided to the Districts. Another part of the offer was to assume various sick and annual leave liabilities, as well as provide Station 14 to the City at basically no cost.

Commissioner Breternitz indicated that the Fire Board was not in a position to re-propose what was offered during the April 10, 2012 Fire Board meeting, but that opportunity may be available in the future. He inquired about financial concerns in the future if another offer was made. In order to have the Hidden Valley Station up and running by July 1, 2012, Ms. Walker explained that this needed to be approved today. She said the Verdi Station also needed to be completed and this was a cost-effective option. She was worried because 115 people would be hired and, if a deal was made with the City, those hired would be laid off. Commissioner Breternitz inquired on the number of employees needed for the Hidden Valley and Verdi Stations. Ms. Walker stated 15 employees would be needed for the two stations.

Mr. Latipow stated the plans were full of milestones. He noted that individuals were being tested and those 15 positions had not been offered.

Commissioner Jung said she had requested a reconsideration of the proposal and asked when that reconsideration was needed. Mr. Latipow said the Hidden Valley Station needed to proceed forward and, for personnel, would be 30 days out from June 18, 2012. Commissioner Jung asked the County Manager to work with Ms. Walker and Mr. Latipow to see if a special meeting for reconsideration was needed. Katy Simon, County Manager, indicated there was a Fire Board meeting scheduled for May 15, 2012. She said it would be a challenge to schedule a meeting before that date, but if necessary that would be attempted.

Chairman Larkin said replacement costs could be used, which would be \$1.8 million as the appropriate value, and inquired upon the fair value pricing for automatic aid within the constraints of the Hidden Valley Station. Ms. Walker opined that the District provided an additional \$1.3 million of service to the City than the City provided to the District, which was a sufficient amount of actual savings to the City since the City would not have to stand-up Station 9 if they utilized Station 13 in Stead. Staff's recommendation was that the \$1.2 million saved would be enough to place a third person in Washoe Valley. Chairman Larkin commented that the \$1.2 million was comparable to an already existing value of \$1.3 million. He asked if this was a long-term or short-term solution. Ms. Walker believed if the District stayed with automatic aid and paid the additional \$1.2 million until regionalization occurred, then the contract would no longer be needed.

Chairman Larkin did not prefer the term "paying for automatic aid," and felt "primary response" was what was being sought. He felt there was a willingness to

pay for a primary response into a service area, but legal advice was needed since there were various opinions about the City's Local 731 contract. He believed that the Local 731 contract could not preempt any agreement the City entered into with another agency when it came to fire.

Chief Moore said that was accurate, particularly in Hidden Valley if the City was responding there as first primary; however, it was also the capability within the SFPD to do the same for the City. Chairman Larkin said the appropriate question was what was best for the citizens of the County. He felt that the commercial coach for the Hidden Valley Station was an appropriate expenditure and made sense to put money into that facility.

Chairman Larkin asked what the Diamante Study suggested about the proper placing of fire stations in the Hidden Valley area and the Southeast area of the City. Mr. Latipow said the Study stopped short in that area so staff moved forward to the Regional Standard of Cover, which confirmed that the new Arrowcreek Station was in a good location and gave the City options for their new station. He said the Study recommended moving forward with regionalization and that Station 14 be moved to the Mt. Rose and Virginia Street vicinity. On the north, the Regional Standard of Cover recommended that Station 9 not be occupied and two new stations be built with the possibility of closing Station 13. Chairman Larkin said an additional value in the Hidden Valley area was the volunteer component. He said the \$385,000 was a valuable investment in that community for the volunteer professionals recruited for that station.

There was no public comment on this item.

Commissioner Breternitz moved to proceed forward with the staff recommendations to begin the installation of accommodations and provide service to the Hidden Valley, Verdi and Caughlin Ranch areas. Commissioner Weber seconded the motion.

Commissioner Jung asked if the motion included the potential for the \$1.2 million primary aid contract being implemented. Based on Ms. Walker's comments, Commissioner Breternitz felt the Board could make that work with the motion moving forward.

On call for the question, the motion passed on a 4 to 0 vote with Commissioner Humke absent.

12-68SF AGENDA ITEM 3A

Agenda Subject: "Approval of BOFC meeting minutes of March 27, 2012."

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 3A be approved.

12-69SF AGENDA ITEM 3B

Agenda Subject: “Approval of Volunteer Report for March 2012.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 3B be approved.

12-70SF AGENDA ITEM 4

Agenda Subject: “Chief’s Report including Arrowcreek Station.”

Chief Charles Moore stated that the Arrowcreek Station was under budget and slated to become operational on May 14, 2012. He said a “Grand Opening” would be scheduled for the public near the end of May.

Chief Moore thanked Fire Chief Mike Brown and the North Lake Tahoe Fire Protection District who had been assisting the Sierra Fire Protection District (SFPD) with fire prevention matters, plan review and plan checks for the District at no charge. He also thanked all the volunteers that helped with fire equipment operations and operator tests that were occurring at the Regional Training Center. Chief Moore reported that staff was diligently working on the property insurance analysis and the affect on property insurance in standing up the new District.

Chief Moore indicated that a report would be presented in regard to “Wildland Preparedness” for the upcoming season. He noted that military aircraft fire support would again be provided this year.

There was no action taken or public comment on this item.

12-71SF AGENDA ITEM 5

Agenda Subject: “Recommendation to approve and authorize the Chairman to sign a Cooperative Agreement with North Lake Tahoe Fire Protection District (NLTFPD) for Sierra Fire Protection District (SFPD) to contract for an NLTFPD fuels management crew in the amount of \$127,000.”

There was no public comment on this item.

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

12-72SF AGENDA ITEM 6

Agenda Subject: “Discussion and action to approve the Sierra Fire Protection District Augmentation of the FY 2011-12 General Fund Budget in the Amount of \$447,170 for Recognition of Actual FY 2011-12 Receipt of ARRA Federal Grant Proceeds for the Arrowcreek Fire Station Construction and direction to the Washoe County Comptroller to Increase the Sierra Fire Protection District's FY 2011-12 General Fund Budget in the Amount of \$447,170.”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6 be approved and directed.

12-73SF AGENDA ITEM 7

Agenda Subject: “Discussion and possible action on Interlocal Agreement between Washoe County and the Sierra Fire Protection District regarding Authorization to Washoe County to pool and invest District monies.”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7 be approved.

12-74SF AGENDA ITEM 8

Agenda Subject: “Update, discussion and possible direction related to the status of the Truckee Meadows – Sierra Fire Protection District’s Expanded Transition Plan.”

John Slaughter, Management Services Director and Transition Team Leader, reported that more tasks had been completed as indicated in the staff report.

There was no action taken or public comment on this item.

12-75SF AGENDA ITEM 11

Agenda Subject: “Possible closed session for the purpose of discussing negotiations with Sierra Fire Protection District Employee Organizations per NRS 288.220.”

There was no closed session scheduled.

12-76SF 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.)”

Commissioner Jung requested an accounting of all District property, their functionality, a full side-by-side equipment inventory between the Sierra Fire Protection District (SFPD) and the Truckee Meadows Fire Protection District (TMFPD) and the fiduciary responsibilities. She requested the budget from January 2012 going forward be placed on every agenda, the date for the proposed property tax increase and the process for that increase.

12-77SF AGENDA ITEM 13

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

There was no response to the call for public comment.

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1:19 p.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Sierra Fire Protection District

ATTEST:

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

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

INTERAGENCY Cooperative Agreement

A Cooperative Agreement for a Shared Hand Crew between:

North Lake Tahoe Fire Protection District (NLTFPD)
866 Oriole Way
Incline Village, NV 89451
Contact: Fire Chief Michael D. Brown
Phone: 775-831-0351

And

Sierra Fire Protection District (SFPD)
1001 East 9th Street
P.O. Box 11130
Reno, NV 89520-0027
Contact: Fire Chief Charles Moore
Phone: 775-849-1108

The Parties to this Cooperative Agreement are: North Lake Tahoe fire Protection District (NLTFPD) and Sierra fire Protection District (SFPD), both public fire districts authorized and operating pursuant to NRS Chapter 474.

WHEREAS: The Parties are neighboring fire protection districts within Washoe County and have identified mutual fuels treatment objectives and efficiencies to treat accumulated hazardous fuels by sharing a Type II Hand Crew.

WHEREAS: NLTFPD has successfully assembled and managed Type II Hand Crews to perform similar hazardous fuels treatments.

WHEREAS: SFPD desires to utilize the NLTFPD expertise in crew assembly and management.

WHEREAS: The Parties as public agencies have the authority to enter into this Agreement pursuant to NRS 277.045.

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

1. AGREEMENT TERM: This Agreement shall be retroactively effective on May 1, 2011 and shall remain effective until May 25, 2012 unless terminated sooner by either Party as set forth in this Agreement.
2. TERMINATION: This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until 20 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

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by either Party without cause. The Parties expressly agree that this Agreement shall be terminated immediately, if for any reason funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

3. NOTICE: All notices or other communications required or permitted to give 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.
4. SCOPE OF WORK: The Parties agree that the services to be performed by each of them are those set forth in the Scope of Work attached hereto as Exhibit A.
5. CONSIDERATION:
 - a. NLTFPD agrees to provide and to charge the services set forth in Exhibit A at actual cost not to exceed \$127,000.
 - b. SFPD agrees to pay the actual costs billed by NLTFPD, as approved by SFPD, not to exceed \$127,000.
6. ASSENT 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 appropriate authorities, upon audits or reviews, sufficient information to determine compliance with all funding requirements and applicable laws.
 - 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 reasonable notice by appropriate authorities.
 - c. Period of Retention: All books, records, reports, and statements relevant to this Agreement must be retained a minimum of three years and for five years, if any federal funds are used in the 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.
7. 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.

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8. LIMITED LIABILITY: The parties will not waive and intend to assert available liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
9. FORCE MAJEURE: 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.
10. INDEMNIFICATION:
 - a. To the fullest extent of limited liability allowed under this Agreement and all applicable laws, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action.
11. INDEPENDENT PUBLIC AGENCIES: The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in the Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
12. 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.

12-7-05

13. SEVERABILITY: If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.
14. 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.
15. 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.
16. CONFIDENTIALITY: Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
17. 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 services set forth in paragraph 4.
18. 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 Nevada state district court in Washoe County for enforcement and construction of this Agreement.
19. 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

W. W. [Signature]
North Lake Tahoe Fire Protection District

5/15/12
Date

Fire Chief
Title

[Signature]
Sierra Fire Protection District

05-01-12
Date

Fire Chief
Title

ATTEST

[Signature]
CLERK



BOARD OF FIRE COMMISSIONERS

[Signature]
Robert M. Larkin, Chair

12-7-12

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 hand crews 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.

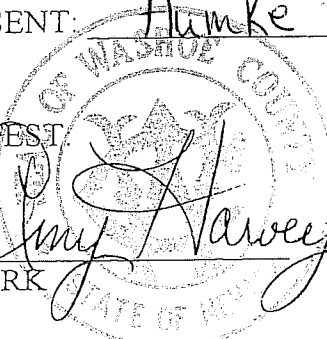
Upon motion by Fire Board Commissioner, Bretwitz, seconded by Commissioner Weber, the foregoing Resolution was passed and adopted this 24th day of April, 2012 by the following vote:

AYES: Larkin- Weber- Jung- Breternitz NAYS: 0

ABSENT: Humke ABSTAIN: 0

ATTEST


CLERK



BOARD OF FIRE COMMISSIONERS


Robert M. Larkin, Chair

18-7101

EXHIBIT A

INTERAGENCY COOPERATIVE AGREEMENT

SCOPE OF WORK

PURSUANT TO the Parties' Interagency Cooperative Agreement of even date herewith, the parties agree on Scope of Works as follows:

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT AGREES:

1. To recruit, hire, train, deploy, supervise and provide personal protective equipment, supervision, unemployment insurance, workers compensation insurance, transportation and necessary equipment for a twenty member hand crew who will operate by all standards, laws, and regulations to function as a Type II hand crew.
2. Hire former seasonal employees of the SFPD who have completed a minimum of four months of seasonal work and have a satisfactory performance evaluation and who meet all minimum requirement of the NLTFPD including pre-employment physical, drug testing and physical ability. The former seasonal SFPD employees will not receive a reduction in their previous year's rate of pay or benefits. This requirement is only applicable to the initial hiring of the first twenty member crew and is not a requirement for subsequent years.
3. To recruit only those crew member that have completed Basic Wildland Fire fighter Training.
4. To assign crew to SFPD projects as designated by the SFPD Liaison.
5. Crew shall be available for initial attack assignment to wildland fire within the SFPD boundaries.
6. To compensate crewmembers for overtime associated with a SFPD desire to facilitate emergency or contingency staffing.
7. Provide time cards and other records and necessary documentation to comply with all state and federal government requirements for the purpose of reimbursement.
8. Provide monthly billing for services, which, following review and approval by the SFPD liaison, will be submitted for payment.

SIERRA FIRE PROTECTION DISTRICT AGREES:

1. To pay the daily, actual NLTFPD cost for a twenty member hand crew not to exceed \$127,000. The number of crew days will be dependent upon available funding.

12-7-18

2. Provide a liaison to work with NLTFPD management to provide direction and support for fuels management projects.
3. The NLTFPD may utilize any of their available hand crews or components thereof to perform the services required of it so long as consistent with the minimum requirements set forth herein.

ACCEPTANCE:

W. H. [Signature] 5/15/12 Fire Chief
North Lake Tahoe Fire Protection District Date Title

Robert M. Sarker 4/24/12 Chairman
Sierra Fire Protection District Date Title

12-7188