

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

TUESDAY

11:00 a.m.

JUNE 28, 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
Paul Lipparelli, Legal Counsel
Michael Greene, Fire Chief

The Board convened at 1:00 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:

11-74SF AGENDA ITEM 2A

Agenda Subject: “Approval of Agenda for the June 28, 2011 SFPD Board of Fire Commissioners Meeting.”

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 2A be approved.

11-75SF AGENDA ITEM 2B

Agenda Subject: “Chief’s Report including Arrowcreek Station and internal audit updates.”

Fire Chief Michael Greene announced that the groundbreaking ceremony for the Arrowcreek Fire Station was scheduled for July 9, 2011. He commented that the original construction bid for the Station was conditional on negotiating \$243,000 in savings; however, the Public Works Department negotiated a contract resulting in a savings of \$319,000. After due diligence, Chief Greene stated that the sale of the Arrowcreek developer donated property was not completed and the property was placed back on the market.

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 2B be approved.

11-76SF AGENDA ITEM 2C

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

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 2C be approved.

11-77SF AGENDA ITEM 2D

Agenda Subject: “Approval of BOFC meeting minutes from the April 12, 2011 and May 16, 2011.”

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 2D be approved.

11-78SF AGENDA ITEM 3

Agenda Subject: “Discussion and possible approval of an agreement between the SFPD and the Nevada Fire Safe Council (NFSC) to reimburse SFPD fire prevention staff salary, contractor and related administrative costs and authorize SFPD to contract with a qualified vendor for the purpose of providing inspection services to the defensible space inspection and wildfire prevention community outreach programs to be funded by the NFSC in an amount not to exceed \$87,500 paid to SFPD; and if approved, authorize the Chair to execute Agreement.”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 3 be approved, authorized and executed.

11-79SF AGENDA ITEM 4

Agenda Subject: “Discussion, review, and adoption of an interlocal agreement between the District and the State of Nevada Division of Forestry (NDF) concerning mutual aid and cooperative fuels management and wildfire fire prevention for state and private lands located within the District, and if approved, authorize the Chair to sign. (Commission Districts 1, 2 and 5.)”

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 4 be approved, authorized and executed.

11-80SF AGENDA ITEM 5

Agenda Subject: “Authorize the Finance Director, as the Acting Risk Manager, to renew the Property and Liability Insurance Policy for the Sierra Fire Protection District with the Nevada Public Agency Insurance Pool, effective July 1, 2011, for an Annual Premium of \$88,243.49.”

There was no public comment on this item.

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

11-81SF AGENDA ITEM 6

Agenda Subject: “Discussion and possible approval of the transfer of budget appropriations of the Sierra Fire Protection District’s Retiree Health Benefits Fund to the General Fund and authorize the Finance Director to transfer the remaining retiree health benefit assets to the Washoe County, Nevada OPEB Trust Fund for investment in the Retiree Benefits Investment Fund in Fiscal Year 2010/11.”

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 6 be approved and authorized.

11-82SF AGENDA ITEM 7

Agenda Subject: “Commissioner’s/Managers Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items not on the Agenda. (No discussion among Commissioners will take place on this item.)”

There were no Board member comments.

11-83SF AGENDA ITEM 8

Agenda Subject: “Public Comment.”

Vern Buus commented on a rumor circulating that the Verdi Fire Station would be closed. After speaking to Commissioner Weber, it was clarified that rumor was

not true. Due to the response times and Verdi being an outlying area, Mr. Buus stated the area needed to have a Fire Station.

Betty Hicks spoke on regionalization of fire services and the termination of the Interlocal Agreement between the City of Reno and the Truckee Meadows Fire Protection District (TMFPD). She suggested a mutual agreement between the TMFPD and the Sierra Fire Protection District (SFPD).

Tabitha Vetter addressed the Board about her concerns regarding Fire Station 35. She said the most important service that could be provided to the public was safety and that firefighters represented that safety. She asked that crews not be reduced from four-man to three-man crews.

William Steward stated that the Truckee River was experiencing turbulent conditions and warned the public to use caution when or if they choose to enter the river. He recognized that Cabela’s Sporting Good’s store donated a raft for the Swift Water Team of the SFPD.

11-84SF AGENDA ITEM 9

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

1:18 p.m. On motion by Commissioner Humke, seconded by Commissioner Jung, 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. It was noted that the meeting would adjourn from the closed session.

* * * * *

JOHN BRETERNITZ, 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*

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF FORESTRY ("NDF")
2478 Fairview Drive, Carson City, NV 89701
Phone: 775-684-2500 Fax: 775-684-2570

And

SIERRA FIRE PROTECTION DISTRICT ("SFPD")
WASHOE COUNTY MANAGERS OFFICE
PO BOX 11130
RENO NV. 89520-0027
Phone: 775-328-3605 Fax: 775-328-6185

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the obligations of the parties hereto are both necessary to and in the best interests of their citizens;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to June 30, 2016, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal, State Legislature or SFPD funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract 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.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: Operating Agreement
ATTACHMENT B: Scope of Responsibilities
ATTACHMENT C: Fire District Map

7. **CONSIDERATION.**
Attachment A - Operating Plan

Each party to this agreement agrees to provide reciprocal fire protection to one another. It is understood that the mission and intent of each party is to quickly and safely suppress wildland fires regardless of jurisdiction and/or ownership during the first twenty four hours. The mutual aid period is defined as: initial dispatch of an incident to hour twenty four hours from initial dispatch. If an incident exceeds the mutual aid period of twenty four hours all resources will be billed retroactively for the full period from the time of initial dispatch. If an incident is less than twenty four hours no billing will occur. For single jurisdictional wildland fires, all assistance beyond the mutual aid period will be assistance by hire. For wildland fires involving both jurisdictions a cost share agreement will be completed. Cost share agreements will be made in accordance to the guidelines in the "Interagency Incident Business Management Handbook".

Attachment B – Scope of Responsibilities

Each party to this agreement agrees to perform and satisfy their respective duties and obligations set forth in Attachment B hereto concerning cooperative fuels management and wildland fire prevention for state and private lands located within SFPD, a project separate and apart from the mutual aid subject in the above paragraph.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal 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 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 Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. 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. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, 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. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, 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 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. 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.

20. 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 Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract 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 district courts for enforcement of this Contract.

23. THIRD PARTYS This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

24. ENTIRE AGREEMENT AND MODIFICATION. This Contract 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Michael Greene 7/13/2011
Michael Greene, District Fire Chief, SFPD Date

Pete Anderson 8-1-11
Pete Anderson, State Forester/Fire Warden Date

John Breternitz 6/28/11
John Breternitz, Chairman, SFPD Fire Board Date

Scott Sisco 7/18/2011
Scott Sisco, ASO IV, Nevada Division of Forestry Date

Washoe County Clerk 6/29/11
Washoe County Clerk Date

Lee Drozdoff 8/3/11
Lee Drozdoff, Director, Department of Conservation Date

Signature - Board of Examiners 9-13-11
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

Paul W. ... 7/17/11
Washoe County District Attorney Date

Approved as to form by:

Deputy Attorney General 7/25/11
Deputy Attorney General, State of Nevada Date

8/20/11
SFPD 4

ATTACHMENT A
2011 OPERATING PLAN
Between the
SIERRA FIRE PROTECTION DISTRICT
and the
NEVADA DIVISION OF FORESTRY

This Operating Plan is entered into by and between the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry (hereinafter, Division), and the Sierra Fire Protection District, (hereinafter Sierra) pursuant to the terms of the Interlocal Contract dated July 1, 2011.

1. It is in the interest of both agencies to render mutual aid at the request of a responsible command officer to suppress a fire of such magnitude that requires the combined forces of both agencies.
2. It is in the interest of both agencies to respond with the forces nearest to actual and/or reported emergencies when the assisting agency is better situated to provide a more timely response.
3. No response to a mutual aid request, as provided for in this Operating Plan, will be made by the agencies unless the request is received through the established communication channels common to requesting such aid and approved by responsible officer of the agency granting such aid.
4. Such aid shall be provided by the Division and Sierra without expectation of reimbursement for the first twenty four hours of the incident. Aid shall be within the limits of local resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own fire protection resources, services or facilities to the detriment of its fire protection responsibilities. If an incident exceeds the mutual aid period of twenty four hours, all resources will be billed retroactively for the full period from the time of initial dispatch (See paragraph 7 of the Interlocal Contract).
5. Sierra and Division shall furnish each other with updated rate schedules annually at the start of the fiscal year for billing purposes.
6. On all incidents when Sierra or the Division assists the other, the requesting agency shall furnish the assisting agency with an incident and/or fire report within twenty (20) days after the incident.

7. Sierra and the Division agree that each shall maintain, operate, and monitor all mobile radios on the appropriate frequencies when interagency communications are required.
8. All communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency. A command frequency and a tactical frequency shall be established for all incidents.
9. The Sierra Front Interagency Dispatch and Reno Emergency Communications Center are responsible to contact the other agency using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement.
10. Sierra and the Division will advise the other agency of wildland fires that have the potential to threaten the other agency's jurisdiction.
11. Sierra and the Division agree to assist each other with fire investigations and public education programs if requested by the agency having jurisdiction.
12. The financial responsibility for the protection and suppression of structures remains with the agency that has statutory responsibility.
13. With the exception to specific Federal Emergency Management Agency (FEMA) provisions, the Civil Cost Recovery and other incidents that warrant specific time tables; fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of the billing, a partial bill or estimated bill, so identified, may be submitted. Absent a written extension of the time granted by the reimbursing agency because of circumstances outside of the control of the invoicing agency, the final itemized claim must be submitted to the reimbursing agency within 270 days of the suppression action. However, it is recognized that certain situations may warrant agencies to cooperate, resolve bills and/or cost packages prior to established timelines. All bills will have a due date of sixty (60) days after the date of issuance.
14. The following items are not considered billable by the agencies: incident home unit dispatchers during the mutual aid period, not on specific request number; agency overhead personnel not specifically assigned to the incident; non-expendable accountable property; claims and award payments; interest and indemnities payments; move-up and cover during the mutual aid period; agency specific rehabilitation beyond suppression damage rehab and resources demobilized before the end of the mutual aid period.

15. The Nevada Division of Forestry is the Governor's Authorized Representative for FEMA – Fire Management Assistance Grants (FMAG). FMAG requests must be submitted while the fire is burning uncontrolled and threatens such destruction as would constitute a major disaster. Therefore requests for FMAG declarations shall be submitted to the Division without regard to the time of day or night, to allow processing of the request to begin and a determination to be made when assistance is needed the most.
16. Except as otherwise provided herein, the Sierra Fire Protection District shall provide staff, fire engines, water tenders and other available district resources subject to mutual aid agreements to provide initial and extended attack resources on fires which occur on state lands located in the SFPD NRS 474 County Fire Protection District.
17. The Nevada Division of Forestry shall pay for any additional fire suppression resources including aircraft, state hand crews and dozers on fires which occur on state lands located in the SFPD NRS 474 County Fire Protection District.

AUTOMATIC/MUTUAL AID RESPONSE

Nevada Division of Forestry

1. The Nevada Division of Forestry shall provide initial attack forces to all reported wildland incidents in the Lakeview Estates area of Washoe County and those non-state lands bordering Carson City and Washoe County in the Sierra Fire Protection District.
2. The Nevada Division of Forestry shall provide for any additional fire suppression resources including aircraft, state hand crews, overhead teams and dozers on fires on state lands located in the Sierra Fire Protection District
3. Upon request the Nevada Division of Forestry will respond Type 3 Engines, Type 6 Engines, water tenders, state hand crews and state aircraft and/or overhead to wildland fires in the Sierra Fire Protection District that are outside of the Automatic Aid Areas for the first twenty four hours of the incident without charge. an incident exceeds the mutual aid period of twenty four hours, resources will be billed retroactively for the full period from the time of initial dispatch. Any additional resource requests will be made on an assistance by hire basis.
4. A unified command organization may be established between the two agencies if the fire involves jurisdictions.

- Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

Sierra Fire Protection District

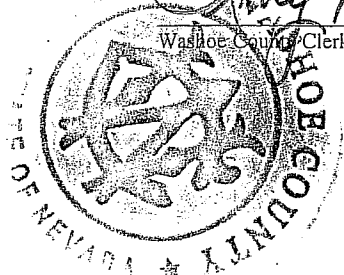
- The Sierra Fire Protection District shall provide staff, fire engines, water tenders and other available district resources, subject to mutual aid agreements, to provide initial and extended attack resources on wildland fires on state lands located in the Sierra Fire Protection District.
- Upon request the Sierra Fire Protection District will respond Type 3 Engines, Type 6 Engines, water tenders, hand crew and/or overhead to wildland fires within the jurisdiction of the Nevada Division of Forestry in Carson City and Storey County that are outside of Automatic Aid Areas, for the first twenty-four hours of the incident without charge. If an incident exceeds the mutual aid period of twenty four hours, all resources will be billed retroactively for the full period from the time of initial dispatch. Any additional resource requests will be made on assistance by hire basis.
- A unified command organization may be established between the two agencies if the fire involves multiple jurisdictions.
- Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

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

[Signature] 2/3/2011 *[Signature]* 8-1-11
 Michael Greene, District Fire Chief, SFPD Date Pete Anderson, State Forester/Fire Warden Date

[Signature] 6/28/11 *[Signature]* 7/18/2011
 John Breternitz, Chairman, Fire Board Date Scott Bischo, ASO IV, Nevada Division of Forestry Date

[Signature] 6/29/11 *[Signature]* 8/3/11
 Washoe County Clerk Date Leo Drozdoff, Director, Department of Conservation Date



SFPD 4

Approved as to form by:

Approved as to form by:

Paul McCall 7/7/11
Washoe County District Attorney Date

Ken Egan 7/25/11
Deputy Attorney General, State of Nevada Date

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ATTACHMENT B
SCOPE OF RESPONSIBILITIES

The Sierra Fire Protection District ("SFPD") and Nevada Department of Conservation and Natural Resources and the Nevada Division of Forestry ("NDF") agree that this Attachment "B" to their Interlocal Contract Between Public Agencies ("Agreement") constitutes their scope of responsibilities concerning fire suppression costs, cooperative fuels management and wildland fire prevention efforts for state and private lands located within SFPD.

Fire Suppression

1. Except as otherwise provided herein, SFPD shall provide staff, fire engines, water tenders and other available SFPD resources, subject to both its primary firefighting response duty to its District as well as its mutual aid obligations, to provide initial and extended attack resources on fires that occur on state lands located in SFPD.
2. NDF shall pay for any additional fire suppression resources including aircraft, conservation crews (aka hand crews) and dozers on fires that occur on state lands located in SFPD.

Fuels Management

1. SFPD and NDF shall cooperate to reduce the wildfire risk through fuels management, defensible space inspections and fire prevention. NDF will provide necessary personnel, equipment and operating supplies to deliver wildland fire mitigation, prevention, defensible space and fuels management on the State of Nevada as well as private lands located in that portion of SFPD south of the Mount Rose Highway and north of Carson City. SFPD shall tender to NDF by August 1 of each year during the term of this Agreement the sum of \$50,000 for NDF's described work
2. NDF will provide to SFPD a semi-annual accounting of the use of SFPD's payment on the fuels management, wildland fire mitigation, prevention and defensible space work described above. To the extent that NDF does not obligate said payment for said work within the fiscal year in which NDF receives the payment, NDF shall reimburse the remainder to SFPD by August 1 following the end of the subject fiscal year.

Fire Prevention

NDF and SFPD shall cooperate to develop and implement a SFPD or Washoe County ordinance to require fuels management on all lands within SFPD. NDF agrees to follow the newly developed ordinances to assure long term fuels management to the state lands located in SFPD within the allowances of available funding.

Miscellaneous

1. Prior to the expiration of the Agreement, NDF and SFPD agree to review any fire suppression costs, the success of fuels management, and the impact of ordinances. After a review the parties will determine the best long term plan to assure that the valuable natural resources located at Lake Tahoe State Park and Little Valley are protected by either renewing and/or renegotiating this Agreement.
2. If SFPD merges with any other fire protection district within the 5 year term of this Agreement, the parties agree to cause this Agreement to be reviewed to determine the best methods in which the valuable natural resources located on state and private lands are protected.