

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

TUESDAY

10:00 A.M.

SEPTEMBER 14, 2010

PRESENT:

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

Nancy Parent, Deputy County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel
Michael Greene, Fire Chief

The Board convened at 10:44 a.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:

10-78SF AGENDA ITEM 2A

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

There was no response to the call for public comment.

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

10-79SF AGENDA ITEM 3

Agenda Subject: “Accept Bureau of Land Management 2009 Rural Fire Assistance Grant for Galena Volunteer Fire Department [\$1,496.00 with a match of \$149.60] and Verdi Volunteer Fire Department [\$5,825.00 with a match of \$582.50], totaling [\$7,321.00 in BLM funds] for the purchase of firefighter wildland protective wear and if accepted, direct the Washoe County Finance Department to make the appropriate budget adjustments to the Sierra Fire Protection FY11 budget.”

There was no response to the call for public comment.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 3 be accepted and directed.

10-80SF AGENDA ITEM 4

Agenda Subject: “Presentation regarding community outreach programs including community evacuation plan, holiday safety programs, school programs and other community outreach programs.”

Captain Mark Regan conducted a PowerPoint presentation, which was placed on file with the Clerk. He showed a grant-funded public service announcement that was scheduled to run at two movie theaters and on three television channels. He indicated it was designed to drive viewers to the Ready Washoe website for more information about wildland fires and emergency evacuation. He noted the websites for Living with Fire, Ready Washoe, and all of the regional fire agencies were linked together, and the agencies all worked together on such programs.

Captain Regan described the youth programs conducted in the schools, at the fire stations, and at community events such as Galena Fest. He said the Sierra Fire Protection District (SFPD) had reached more than 5,300 kids during the previous year. Programs included monthly fire station tours, basic first aid training, and education on a variety of topics such as how to dial 911 and stop, drop and roll. He explained the school program was an approved part of the curriculum with homework assignments included.

Captain Regan discussed a number of other outreach programs, including: Santa’s sleigh, holiday safety, Senior Help, vaccination clinics, CPR and fire extinguisher classes, adoption of a park by each SFPD fire station, hazard inspections, and identification of emergency access points. He highlighted various aspects of the grant-funded defensible space and fuels management programs.

Captain Regan talked about the Preparing Residents In Disaster Evacuations (PRIDE) program, which was started by the SFPD and subsequently adopted by agencies across the State. The PRIDE program had been published in magazines and was recognized nationwide. He stated the program was developed with input from residents, who participated as phone tree captains and emergency gatekeepers. Emergency gatekeepers were trained to open more than 68 emergency access gates in the Mount Rose area. The PRIDE program trained residents about the reverse 911 system, evacuation routes, defensible space, how to prepare the inside of a home, what to do with pets and large animals, what steps to take during an evacuation, how to stay informed, and what to expect. Residents were provided with a checklist and trained to grab their belongings and go within 15 minutes. “To-Go” bags were purchased through an emergency management grant and provided to residents.

Captain Regan showed a video describing the May 2009 “Grizzly Fire” evacuation drill that involved almost 4,000 residents and was the largest evacuation drill ever conducted in the U.S. He indicated a 2010 evacuation drill centered on a hypothetical hazardous materials spill. The next drill was scheduled for April 30, 2011 and would be a cooperative effort between the SFPD, the Reno Fire Department, the Truckee Meadows Fire Protection District, and Washoe County.

In response to the call for public comment, Donna Peterson thanked and congratulated Captain Regan and Fire Chief Michael Greene. She said it was hard to get a sense from the video about the incredible amount of time and work that went into the evacuation drill.

Fire Chief Michael Greene said it was the goal of the SFPD to build community relationships and talk with residents before an emergency occurred. He acknowledged the residents who put countless hours into evacuation planning and execution of the evacuation drills.

10-81SF AGENDA ITEM 5

Agenda Subject: “Report of the September 1, 2010 community forum regarding permanent staffing of the Arrowcreek Fire Station.”

Fire Chief Michael Greene stated the community forum had included a discussion of possible staffing options and the parameters for evaluating each option. He indicated an internal working group had been expanded to include a legal representative, a union representative, and a labor relations management representative. He noted the working group’s meetings had been advertised and were open to the public. He announced the next meeting of the working group would take place the following day. He emphasized the ultimate goal was to bring a series of options back to the Board after they have been vetted through the public and through the working group processes.

Chairman Humke remarked that the Sierra Fire Protection District (SFPD) had far-flung borders and a curious map. He related comments that West Washoe Valley, ArrowCreek and Galena Forest were well represented at the forums, but other parts of the SFPD were not. He wondered what was being done to generate interest from citizens in other areas. Chief Greene indicated he would work with County staff to promote the October meeting and get better participation in all areas of the SFPD as well as the Truckee Meadows Fire Protection District (TMFPD). He stated the level of participation seemed to be tied to what issues each community identified as relevant to themselves. He observed the staffing issues affected interrelationships among both Districts.

In response to the call for public comment, Thomas Daly identified himself as a member of the Mount Rose Fire Safe Council. He stated the community believed costs for staffing the ArrowCreek station should be shared by the TMFPD. He reasoned the new ArrowCreek station would be closer to the TMFPD than the existing Galena station. Based on proximity, automatic aid agreements, historical call data, and population density, he projected the responses to the TMFPD from the ArrowCreek station would be dramatically higher than those of the Galena station. He noted this would be at the expense of SFPD taxpayers, so it was equitable for the TMFPD to provide a portion of the staffing costs for the ArrowCreek fire station.

Chief Greene said he expected to bring the entire range of options to the Board at their meeting on October 28, 2010.

10-82SF AGENDA ITEM 6

Agenda Subject: “Discussion and approval of performance goals and objectives for Sierra Fire Protection District Fire Chief Michael Greene; amendment of the District Fire Chief’s employment agreement to incorporate the performance goals and objectives therein (including authorization for the Chairman to execute the amendment); and direction to the District Fire Chief and staff regarding any other actions the Board believes need to be taken before the renewal date of the employment agreement on February 5, 2011.”

Fire Chief Michael Greene identified two parts to the Agenda Item: (1) discussion of the measurable goals and objectives that were contained in his performance plan and attached to the staff report; and (2) discussion of his employment agreement.

Chairman Humke disclosed having had individual contact with Chief Greene and with Melanie Foster, Legal Counsel, regarding the Chief’s proposed contract amendments.

Ms. Foster said she had prepared a contract amendment to make the Chief’s employment agreement mirror the basic terms of the County Manager’s contract, as directed by the Board. She noted the Manager’s contract called for evaluation each year, which was followed by Board action to renew the contract and to make any salary increases effective. She indicated the Chief had expressed some concerns about severance pay provisions after having the proposed amendments reviewed by his attorney, but she had been unable to personally advise the Chief because she represented the Board and the District. She observed the Chief’s attorney was located in Washington and had not been comfortable speaking with her because he was not licensed in the State of Nevada. She said she had forwarded the Chief’s proposed changes to the Chair and the Vice Chair, and advised the other Board members of what had occurred.

Chairman Humke asked Ms. Foster if there had been any contact between her and Chief Greene’s legal counsel. Ms. Foster stated there had not been contact. Chairman Humke asked Chief Greene if he was represented or intended to be represented by counsel during the discussion. Chief Greene indicated he was not represented.

Chairman Humke requested clarification of the contract amendments. Ms. Foster said the Manager received no automatic renewal and no automatic pay increase. She indicated the Chief received an automatic salary increase when the unclassified employees of the SFPD received one, although he had not taken a small salary increase that was granted to the employees in July 2010. Chairman Humke wondered if there had been any intent to delete provisions for severance pay, annual leave payout, or sick leave payout under Section 2C of the Chief’s 2007 agreement. Ms. Foster stated the provisions were not deleted and she understood the Board had not intended to take them out. She

suggested the Chief was concerned that the severance pay provision would not apply if the Board chose not to renew the amended agreement. Chairman Humke observed that Section 2C provided four months of severance pay if the employee was terminated for cause. Ms. Foster noted there was no severance pay if the Chief left the District to move to another job (Section 2D). She stated the sick leave and annual leave payouts were treated the same as for any other employee (Section 9).

Commissioner Breternitz said he had not seen any contract language or proposals from either the County or from Chief Greene. Ms. Foster replied she had informed the Chief up front that she had not been given room to negotiate, that the Board members had expressed their desire for the Chief's contract as the chief executive of the SFPD to look like the County Manager's contract as the chief executive for Washoe County. Commissioner Breternitz indicated he had no problem with that. He remarked that no one had contemplated being in a situation where there was no consensus on an agreement. He requested the specific modifications that were proposed by the Chief.

Commissioner Larkin agreed. He observed the Board's direction that the Chief's agreement should be similar to the County Manager's agreement had not implied the contracts had to be exactly the same. He wondered about the automatic renewal provision in Section 2A. Ms. Foster clarified the County Manager's agreement called for the Board to act affirmatively every year to extend the term of the agreement. She pointed out the Manager's agreement would automatically terminate on the renewal date if the Board did not extend it. She said she used the same language for the proposed amendments to the Chief's agreement, except that she inserted the term of the agreement as February 5, 2007 through February 4, 2011. After that the amended agreement would require Board action to renew it each year. With respect to salary changes, she noted there was language similar to the Manager's contract in that a cost of living raise could be granted automatically but Board action was required for any bonuses or merit increases.

Commissioner Larkin requested that Ms. Foster provide the Board with her proposed mark-ups on the Chief's contract. Ms. Foster agreed to e-mail and have the appropriate documents printed in the Manager's Office. Chairman Humke specified the paper documents were to be made available to the public, and stated the public and the Chief should have adequate time to digest them. Commissioner Jung wondered if there were also mark-ups of what was proposed by the Chief to Ms. Foster. Chief Greene stated there was a simple sentence structure change that could resolve the issue and bring everything into alignment. Commissioner Weber suggested the Board hear the Chief's statements about his proposed changes. Commissioner Jung indicated she still needed to see it in writing and to compare it for parity with the County Manager's contract.

Chief Greene talked about two provisions to be changed – one related to automatic renewal of the contract and one related to automatic pay adjustment equal to what the unclassified employees received. He said he had not accepted the automatic pay increase in July 2010 because he believed such an increase should be granted by the Board. He stated he had no issue with the pay adjustment provision and agreed completely to align it with the same terms and conditions that were in the County

Manager's contract. He explained the language he was looking for related to the issue of whether or not he would get annual leave, sick leave, and severance pay if his contract was not renewed by the Board. He proposed the same provisions as those that would apply if the agreement were to be terminated for cause. In the event the Board decided in January 2011 that he had not met performance goals and his contract was not extended beyond February 2011, Chief Greene said he was looking to get the earned annual leave, the earned sick leave, and the severance payouts he had originally agreed to when he accepted his appointment. He acknowledged that sick leave was not paid out to employees unless they had ten years of service, so it really came down to the annual leave and the severance pay provisions. He stated he understood quite clearly that he was an at-will employee, and the rest of the agreement looked fine to him.

Commissioner Breternitz stated the failure to meet performance criteria was considered a cause in some contracts. He asked for clarification as to why severance pay would be granted if there was a performance question. Ms. Foster indicated the provision relating to for-cause termination was very narrow. She said it would take a horrendous act of wrongdoing for the Chief not to get severance pay under that provision. She indicated the Chief's proposed language would allow the severance provisions to kick in if the agreement was not renewed, regardless of the reason.

On motion by Commissioner Jung, seconded by Commissioner Larkin, which motion duly carried, the agenda item and the balance of the SFPD agenda were continued until copies of additional documents could be provided.

12:00 p.m. Agenda Item 6 for the Board of Fire Commissioners of the Sierra Fire Protection District was continued to a later time. The Board reconvened as the Board of County Commissioners with all members present.

12:24 p.m. The Board reconvened as the Board of Fire Commissioners for the Sierra Fire Protection District with all members present.

Additional contract information and copies of e-mail correspondence were handed out to the Board members, provided on the public table, and placed on file with the Clerk. Ms. Foster indicated the draft amendment to Chief Greene's agreement contained changes to Section 2A and Section 4A that she had proposed in order to match provisions in the County Manager's agreement. She explained minor changes in other sections were related to renumbering.

Commissioner Jung asked what provisions were provided for pay, benefits and severance if the Board took no action to renew the Manager's contract. Ms. Foster stated the Manager had been with Washoe County for more than ten years, so she would be entitled to a sick leave payout. She would also be entitled to the amount of her annual leave accrual, which was capped at 240 hours per year per State law. Ms. Foster indicated the Manager was not otherwise entitled to severance pay. Commissioner Jung wondered if annual leave payout was also triggered at ten years. Ms. Foster replied it was not. She said it was her understanding that all employees were entitled to their annual leave after

six months of employment. Under the amended agreement, she clarified the Chief would be entitled to his accrued annual leave payout, but would not receive sick leave or severance pay. She noted the County Manager's contract contained similar provisions, except that the severance provision was for three months and the Chief had negotiated for four months when he was hired. She pointed out the severance provisions in the Manager's contract only applied if the Board chose to discharge her, and no severance pay was received if the Board chose not to renew the agreement.

Commissioner Breternitz observed there was a typographical error under "Section 2. Term" in the e-mail proposal from Chief Greene. Chief Greene suggested the following correction: "The ~~agreement~~ Board will decide in January of each year."

Ms. Foster walked the Board through each of the documents.

Commissioner Larkin asked if the severance provisions incorporated the same language that was originally negotiated in the County Manager's first contract. Ms. Foster said she had been involved since 2004. Since that time, she noted the County Manager's contract had not entitled her to severance if the agreement was not renewed.

Commissioner Weber wondered where things would be if the Board did not come to agreement during their current meeting. Ms. Foster indicated the agreement would automatically renew in February 2011 unless there was affirmative action by the Board or by the Chief to terminate the agreement.

Commissioner Breternitz asked Chief Greene what entitled him to benefits that were greater than others such as the County Manager. Chief Greene observed those were the terms and conditions he negotiated when he accepted the appointment as Fire Chief. He stated he understood the need to change things, but the amended agreement contained different severance provisions than those under which he was hired. He hoped things would work out and none of the provisions would become necessary. He suggested one simple option would be to eliminate the severance and pay the annual sick leave despite his having been employed for less than ten years.

Commissioner Breternitz said he understood where the Chief was coming from. He remarked the Board had made a deal and was now proposing to change it.

Commissioner Weber questioned what would happen under the 2007 employment agreement that was in effect if the Chief decided to move on. Ms. Foster explained the Chief received severance if the Board acted to terminate him but no severance was received if the Chief decided to leave. If the Board took no action, the Chief's 2007 agreement was in effect and would automatically renew in February 2011. She noted the ten-year sick leave provision applied to employees under the Washoe County Code, but it was within the Board's purview to change it for the Chief.

Commissioner Larkin said he recalled negotiating the Chief's original contract and was very reluctant to take the severance benefit away. He asked what

specific language was needed in the proposed amendments to keep the severance benefit. Ms. Foster suggested a new subsection could be added that was similar to what the Chief had proposed. Commissioner Larkin asked Ms. Foster to work on specific language during public comment.

Chief Greene said he hoped the relationship would continue to be fruitful and the terms of the agreement were never applied. He indicated he was looking at the agreement in a cooperative way, was not antagonistic, and understood the Board was looking out for the interests of the SFPD taxpayers.

In response to the call for public comment, Betty Hicks observed the Board seemed to be asking for parity between Chief Greene's contract and the County Manager's contract. She wondered if parity with Chief Alameda and Chief Hernandez of the TMFPD would provide more of an "apples to apples" comparison.

Donna Peterson suggested the County Manager's contract should be changed to provide the same protections for her and the Chief. She said it felt like a manipulation to deny severance benefits to either of them. She noted the Chief had been wise to negotiate some protections.

Bob Ackerman agreed with Ms. Peterson. He stated a contract was a contract, and it was blatantly wrong to negotiate in good faith to give something and then try to remove it later. He suggested the Chief's request should be granted in recognition of what he had done for the SFPD and what he had brought to the program.

Katy Simon, County Manager, clarified that it was unusual for an at-will public sector chief executive to have automatic renewal of a contract and it was unusual to have severance pay if a contract was not renewed. She noted many public sector executives did not even have contracts, and the purpose for a contract was to explain the circumstances under which one would depart. She indicated the Board had the right to terminate her at any time. She pointed out that Chief Alameda of the TMFPD was employed by the City of Reno and probably did not have an employment agreement.

Commissioner Larkin pointed out the performance elements were a second component of the Agenda Item. He referenced page 18 of the staff report, under the subject entitled: "Improve Communications with Fire Commissioners and Fire Staff." He stated the plan was adequate but the two performance measurements were a little fuzzy. He wondered what kind of output resulted from bi-monthly meetings to be held with the chair or chair's designee. Chief Greene said staff reports and meetings with the chair were opportunities to give updates about current SFPD issues. Commissioner Larkin questioned how the measurement would be communicated to the rest of the Board. Chief Greene indicated there would be one measure indicating whether or not the meetings actually took place. He suggested the chair could indicate during the January 2011 performance evaluation whether meetings were held or communications were improved. Commissioner Larkin noted the County Manager was required to produce a periodic report that originally started out as an e-briefing but was now published to the

County website. The Director of the Regional Transportation Commission was required to give periodic e-briefings to keep commissioners in the loop about what was going on. He asked the Chief how he would feel about producing some kind of e-document to keep the commissioners up to speed. Chief Greene agreed that would be a great idea. Commissioner Larkin commented that “consistent and timely submission of quality staff reports” was a means of placing items on the Board’s agenda. He recommended the following measurements as tangible components that would allow the Board to judge whether or not the plan was put into effect: (1) Maintain minimum of bi-monthly meetings with chair or designee; and (2) Produce periodic e-briefings to the Board.

Chairman Humke pointed out to Ms. Foster that the performance plan on pages 17 through 19 of the staff report should be incorporated by reference into the amended employment agreement. He indicated it was important to capture in writing any difference between what was offered and what the Chief agreed to do. Ms. Foster said the performance plan would end up being an attachment to the employment agreement after the Chief memorialized any final changes directed by the Board’s action. Chairman Humke said he would prefer to finish the public meetings during the current meeting, even if the documents were not yet signed.

Commissioner Larkin referred to the section on page 17 of the staff report that was entitled “Leadership Skills and Problem Solving.” He noted there was a completion date but not really any measurement. Chief Greene indicated the intent was that the completion date was the measurement of whether he did or did not complete the items. He suggested the measure of 60 days to completion should start September 14, 2010 if the plan was accepted by the Board.

Chairman Humke asked Ms. Foster if modified amendment language was ready. Ms. Foster indicated the amendment would require renumbering and was not yet ready for signature. She suggested the addition of a new section 2B, which would state: “If the Board of Fire Commissioners chooses not to renew the agreement with employee as described in Section 2A above, the Board’s decision will be deemed to terminate the employee’s employment and entitle him to the provision in Section 2C below.” She noted Section 2B would be added to the proposed language in the draft amendment already provided to the Board. She recommended the addition of another new section reciting that the Chief had prepared his plan, the Board had approved it, and it was incorporated as an exhibit to the agreement. Chairman Humke remarked that the Chief had a right to look at the modified amendment even if signatures were not immediately finalized.

Chairman Humke commented on the public perception that the Board purposely tried to change the contract to knock out certain benefits negotiated by the Chief. He said he agreed with statements by Commissioners Larkin and Breternitz that they did not want to take away previously negotiated benefits. He said it had not been the intent of the Board’s Legal Counsel to delete any benefits, but issues arose during the negotiation process as Ms. Foster tried to match the Chief’s agreement with the County Manager’s contract provisions on renewability.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried, the Board continued Agenda Item 6 and the balance of the SFPD Agenda until Legal Counsel could finish drafting and printing newly proposed language for an amendment to Chief Greene's Employment Agreement.

1:11 p.m. Agenda Item 6 for the Board of Fire Commissioners of the Sierra Fire Protection District was continued to a later time. The Board reconvened as the Board of County Commissioners with all members present.

2:43 p.m. The Board reconvened as the Board of Fire Commissioners with Chairman Humke absent. Vice Chairperson Weber took the gavel.

A proposed draft of Chief Greene's Amendment to Employment Agreement was provided to the Board and placed on file with the Clerk. Ms. Foster reviewed each of the proposed changes to the 2007 Employment Agreement. She explained Section 2A would replace the automatic renewal provision and instead the Board would take affirmative action to renew the Agreement each year or for a longer term if they should so choose. Section 2B provided that non-renewal of the Agreement by the Board of Fire Commissioners would be deemed as termination of the Chief's employment and would entitle him to severance pay under Section 2D. She noted Sections 2C, 2D, 2E and 2F of the Agreement were renumbered to allow for the new Section 2B, but the language had not been changed. She indicated a typographical error in the last sentence of Section 2D was corrected to allow four months of severance pay instead of three. Section 4 recited the Chief's base salary for the current period of the Agreement and said that adjustment of the salary was discretionary with the Board and would happen by vote of the Board. She observed Section 4 replaced the current provision for automatic salary adjustments. Ms. Foster stated Section 7C was entitled Professional Development and recited the Board's approval of the Priorities and Expectations as provided by the Chief. It provided the period those would encompass, made them part of the Agreement, and indicated the Board would consider the Priorities and Expectations when determining whether or not to renew the Employment Agreement. Ms. Foster noted the Chief had received a written copy of the proposed amendments and had been given an opportunity to review it.

Commissioner Larkin asked for clarification about the relationship between Section 7C and Section 10A. He wondered if there was any inherent conflict between the two sections. Ms. Foster recalled Chairman Humke's request to make the Chief's proposed Priorities and Expectations (Performance Plan) a part of the Agreement. She stated the language under Section 7C was required to specifically incorporate the Priorities and Expectations as a part of the Agreement. She indicated there was no conflict between the two sections, and 7C was more specific than 10A. She explained Section 10A contemplated the process for the Chief's performance evaluation, which was comparable to the County Manager's evaluation process. Section 7C was different from past agreements because it was prepared in direct response to the Chief's performance evaluation and was designed to cure issues raised during the evaluation.

Commissioner Larkin noted the language in Section 7C was very specific in stating: "The Priorities and Expectations shall be used by the Board in determining whether to renew the Employment Agreement." Ms. Foster commented that the wording reflected her style of writing contract language, but the Board could alter the language as it wished. Commissioner Larkin said he was okay with the language if the Chief was okay with it, but wanted to make sure there was no conflict. Chief Greene agreed he was okay with the language.

Commissioner Breternitz referenced Section 10B in the 2007 Employment Agreement, which had not been adhered to. Commissioner Larkin observed the Chief was responsible for scheduling his performance evaluations by contacting the Board's chair at least 30 days prior to the due dates.

Vice Chairperson Weber invited Chief Greene to comment further. Chief Greene stated he was very comfortable with the Amendment to Employment Agreement.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, the Board accepted the Amendment to Employment Agreement, authorized the chairman to sign the Agreement, and extended the Agreement to the Chief.

On motion by Commissioner Larkin, seconded by Commissioner Breternitz, which motion duly carried with Chairman Humke absent, the Board accepted the Priorities and Expectations contained on pages 17 through 19 of the staff report, with the following changes:

Subject Area	Measurement
Improve communication with Fire Commissioners and County staff.	<ol style="list-style-type: none">1. Maintain minimum of bi-weekly meetings with the chair or designee.2. Publish a periodic e-alert or document about what is going on in the Sierra Fire Protection District. (Delete the measurement for timely submission of quality staff reports.)

It was further noted that Chief Greene's performance would be reviewed by the Board of Fire Commissioners no later than its regularly scheduled meeting on January 25, 2011, as stated on page 19 of the staff report.

10-83SF 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.)”

Fire Chief Michael Greene indicated a recent newspaper story erroneously reported the Sierra Fire and Truckee Meadows Fire Protection Districts received money back from the Wildland Fire Contingency Fund. He said comments were subsequently made at a Citizen Advisory Board meeting that: “now you have all this extra money.” He clarified there was a \$1 million contingency fund used in the event of wildland fire, but the unused fund balance did not become available in either District’s budget.

10-84SF AGENDA ITEM 8

Agenda Subject: “Public Comment and discussion thereon.”

In response to the call for public comment, Garth Elliott stated there was a collective bargaining stipulation that volunteer firefighters could not be used in positions that might eliminate career firefighters. He suggested volunteers could be used to eliminate fire station brown outs if the stipulation was eliminated.

Commissioner Breternitz questioned the wording of the Agenda Item. Fire Chief Michael Greene agreed to correct it to “Public Comment” for subsequent meeting agendas, and to delete the words “and discussion thereon.”

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3:02 p.m. There being no further business to come before the Board, on motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Humke absent, the meeting was adjourned.

DAVID E. HUMKE, Chairman
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