

## **BOARD OF FIRE COMMISSIONERS**

Kitty Jung, Chair  
Bob Lucey, Vice-Chair  
Marsha Berkbigler  
Vaughn Hartung  
Jeanne Herman

## **FIRE CHIEF**

Charles A. Moore

## **DEPUTY DISTRICT ATTORNEY**

David Watts-Vial



### **Notice of Meeting and Agenda**

## **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

**9:00 a.m.**

**Tuesday, October 18, 2016**

**Washoe County Administrative Complex, Commission Chambers  
1001 E. Ninth Street, Reno, Nevada**

**NOTE:** Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later.

The Washoe County Commission Chambers is accessible to the disabled. If you require special arrangements for the meeting, call the Truckee Meadows Fire Protection District Office, 326-6000, 24-hours prior to the meeting.

**Time Limits.** Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to three minutes per person. Additionally, public comment of three minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

**Forum Restrictions and Orderly Conduct of Business.** The Board conducts the business of the District and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

**Responses to Public Comments.** The Board can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Board. However, responses from Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board will consider, the Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for staff action or to ask that a matter be listed on a future agenda. The Board may do this either during the public comment item or during the following item: "\*Commissioners'/Chief's Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda".

Pursuant to NRS 241.020, the Agenda for the Board of Fire Commissioner Meetings has been posted at the following locations: Washoe County Administration Building (1001 E. 9<sup>th</sup> Street, Bldg. A), Washoe County Courthouse-District Court Administrator/Clerk of Court (75 Court Street), Washoe County Downtown Library (301 South Center Street) and Sparks Justice Court (1675 East Prater Way) and Truckee Meadows Fire Protection District's website at [www.washoecounty.us/tmfpd](http://www.washoecounty.us/tmfpd)

Support documentation for the items on the agenda, provided to the Board of Fire Commissioners is available to members of the public at the District's Admin Office (1001 E. 9th Street, Bldg. D, 2<sup>nd</sup> Floor, Reno, Nevada) Sandy Francis, Administrative Assistant I, phone (775) 328-6124 and on the Truckee Meadows Fire Protection District's website at [www.washoecounty.us/tmfpd](http://www.washoecounty.us/tmfpd) ; and <https://notice.nv.gov>.

All items numbered or lettered below are hereby designated **for possible action** as if the words "for possible action" were written next to each item (NRS 241.020). An item listed with asterisk (\*) next to it is an item for which no action will be taken.

9:00am \*1. Salute to the Flag

\*2. Call to order/roll call

\*3. Public Comment - Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.

4. Consent Items:

- A. Approval of minutes from the September 20, 2016 meeting.
- B. Authorization to reclassify one (1) vacant Firefighter/Paramedics position (#70008288) to Firefighter/EMT Intermediate.
- C. Accept monetary donation in the amount of \$1,000.00 from Brigid and Mark Slavin in operational support to Truckee Meadows Fire Protection District Fire and to express appreciation for the thoughtful contribution and direct Finance Department to make appropriate budget adjustments.
- D. Approval of a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District and Truckee Meadows Fire Protection District.

\*5. I.A.F.F Local 3895 Report

\*6. Fire Chief Report:

- A. Report and discussion related to fire district operations
- B. Career Statistics and Report for August 2016
- C. Volunteer Statistics and Report for August 2016

7. Authorization to reinstate one (1) previously frozen flexibly staffed Fire Prevention Specialist I/II Position at a salary range of \$55,140.80 to \$78,811.20.

8. Approve the purchase of fourteen (14) X Series ® Manual Monitor/Defibrillators with accessories and training from ZOLL Medical Corporation in the amount of \$438,686.50.
9. Approve the purchase of eleven (11) Chest Compression Systems from Physio-Control Inc. in the amount of \$165,487.39.
10. Presentation, discussion and possible approval of a renewal of a Cooperative Agreement and corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and City of Reno for automatic and mutual aid.
11. Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.
- \*12. Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).
- \*13. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.

Adjournment

**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)**

TUESDAY

9:00 a.m.

SEPTEMBER 20, 2016

PRESENT:

**Kitty Jung, Chair**  
**Marsha Berkbigler, Commissioner**  
**Vaughn Hartung, Commissioner**  
**Jeanne Herman, Commissioner**

**Nancy Parent, County Clerk**  
**David Watts-Vial, Legal Counsel**  
**Charles Moore, Fire Chief**

ABSENT:

**Bob Lucey, Vice Chair**

The Board convened at 9:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**16-099F      AGENDA ITEM 3 Public Comment.**

There was no response to the call for public comment.

**CONSENT ITEMS 4A THROUGH 4G**

**16-100F      4A Approval of minutes from the July 19, 2016 meeting.**

**16-101F      4B Acknowledge and approve a correction to the regular meeting minutes of May 17, 2016 to correct the stated name of Ross Penny to Ross Rytting under Agenda Item No. 3 on page one of said minutes.**

**16-102F      4C Discussion and possible action to approve a Separation Agreement between Truckee Meadows Fire Protection District and Fire Division Chief Timothy Leighton, effective September 20, 2016.**

**16-103F      4D Recommendation to approve Cost of Living Adjustments in base wage of 3% retroactive to July 1, 2016 [FY 16/17 estimated fiscal impact \$23,300], 3.5% beginning July 1, 2017 [FY 17/18 estimated impact \$28,000], and 2.5% beginning July 1, 2018 [FY 18/19 estimated impact \$20,700] for the following Unclassified Management, Non-Represented Confidential and Administrative Employee Job Classification Numbers: 60017775, 60017801, 60017200, 60017850, 60017201, 60017177, 60018226, 60017202, 60017802 and 60017375.**

- 16-104F**      **4E** Discussion and possible approval to amend certain articles to the Truckee Meadows Chief Officers Association Collective Bargaining Agreement to include the position of Fire Equipment Fleet Manager retroactively July 19, 2016.
- 16-105F**      **4F** Recommendation to approve expenditures for a Firefighter Recognition Event in an amount not to exceed \$10,000.
- 16-106F**      **4G** Accept a donation of a water storage tank [estimated current value of \$3000] from Kinder Morgan Inc. to Truckee Meadows Fire Protection District to be utilized at the District's Silver Lake Volunteer Fire Station #221 to increase water resource availability for fire protection operations..

There was no response to the call for public comment.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that the Consent Agenda Items 4A through 4G be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 4A through 4G are attached hereto and made a part of the minutes thereof.

**16-107F**      **AGENDA ITEM 5** Proclamation – Fire Prevention Month

Amy Ray, TMFPD Fire Marshal, stated this was the third year in a row that the National Fire Protection Association had made smoke alarm awareness the theme of Fire Prevention Week. She encouraged citizens to check the dates on their smoke detectors because it had been shown that smoke alarms older than 10 years were no longer effective. She read the Proclamation.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 5 be approved.

**16-108F**      **AGENDA ITEM 6** I.A.F.F Local 3895 Report

Ian Satterfield, International Association of Fire Fighters (IAFF) Local 3895 President, spoke about the Fire Ops 101 event that would be held on November 17-18, 2016 at Napa-Sonoma in South Reno. He said participants would have an opportunity to take part in a wildland fire scenario. He also spoke about the National Firefighter Combat Challenge, which would be hosted by the Truckee Meadows Foundation (Foundation) on October 7-9, 2016 at the Atlantis Resort and Casino. He provided some history about the Foundation and said it was initially established to raise money for former TMFPD Fire Captain Bill Winchester after an accident. A handout regarding the Foundation was submitted and placed on file with the Clerk. He said the Firefighter

Combat Challenge was going to be one of the Foundation's first events and they were hoping for a good turnout. He stated the Foundation would also be hosting the Winchester Golf Tournament in Washoe Valley on November 11th and anyone who was interested in participating could contact him for the details. He also spoke about the help that had been provided to the Northern Nevada Children's Cancer Foundation for their Tournament of Hope at Montreux Golf Club and noted that firefighters would be wearing pink in the month of October to support Breast Cancer Awareness.

There was no public comment on this item.

**16-109F**      **AGENDA ITEM 7** Badge Pinning for promoted personnel and new reserve firefighters.

Chief Moore introduced the following individuals:

New Reserve Firefighter

Craig Bender

Lucas Nicholson

Daniel Stetson

He stated New Reserve Firefighter Cameron Van Ness was unable to attend the meeting because he was on duty at the Central Lyon Fire.

Chief Moore announced the promotions of the following employees:

Promoted to Fire Equipment Operator

Todd Hovenden

Brad Steelman

Promoted to Fire Captain

Patrick Hughes

Promoted to Fleet Manager

Jon Murray

Promoted to Logistics Chief Officer

Wayne Cirone

Chief Moore stated reserve firefighters were a little different from traditional volunteers as they rode along with the duty crews. He commented they were endearingly called the "farm club" because they became used to the TMFPD operation and equipment and were in a good position to test for positions when they became available.

Chief Moore stated he thought the most difficult job was Fire Equipment Operator because they had to take a half million dollar firetruck to a scene at speeds higher than the speed limit while being responsible for the safety of the public and the

crew. They were also responsible for ensuring hose lines were at the proper pressure during a fire.

Chief Moore said Jon Murray had been the District's mechanic for a long time and he never met anyone who knew fire apparatus better. He said the fleet would come to a stop without Mr. Murray and he looked forward to seeing how Mr. Murray would build the fleet maintenance program. He indicated a new mechanic and a mechanic's helper would be hired within the next couple of weeks.

Chief Moore stated the District would not run if it was not supplied properly and Wayne Cirone had done an amazing job of not only supplying the 11 career fire stations, but also the volunteer stations in his former role as Logistics Captain. Mr. Cirone would be running a much larger program and would be supervising the fleet maintenance program in his new role.

Chair Jung thanked everyone. She said she especially wanted to thank the firefighter's families and spouses because she knew their lives were stressful. She said she believed the spouses sacrificed just as much as the firefighters.

There was no action or public comment on this item.

**16-110F      AGENDA ITEM 8    Presentation regarding District station improvements and replacements**

Chief Moore conducted a PowerPoint presentation, which was placed on file with the Clerk. He said he had been tasked with looking at the TMFPD's capital funds as related to the future needs of the District. He indicated he would be engaging a consultant in the next year to develop a master plan for the facilities, but he wanted to provide the Board with some of his ideas. He stated there were five structures that would need to be addressed within the next five years, including Station No. 37 in Hidden Valley and Station No. 17 in Spanish Springs. Since TMFPD would be taking over their own fleet, Chief Moore said the District would be renting a facility in Sparks for the next three years. After the lease concluded he hoped the District could develop its own facility within Station No. 13. Chief Moore displayed photos of three of the fire stations, which were included in the presentation. He pointed out Station No. 37 in Hidden Valley was a modular building with truck bays that were not connected, which became problematic in cold weather. He said the current facility was never intended to be permanent, so in the next year the process would begin to develop a permanent facility. He noted Station No. 17 in Spanish Springs was one of the busiest stations and it was dated and worn. He said in the future there would be a need for something larger and more durable. He stated Station No. 13 in Stead was simply a metal building which had become worn. He said Station No. 16 in Washoe Valley was also on his list, but the current issue was figuring out a way to pay for improvements. He indicated more information and a comprehensive master plan would be coming to the Board in the near future.

Commissioner Hartung inquired whether it was the intention to keep Station No. 37 in the neighborhood of Hidden Valley or to move it closer to the Southeast Connector.

Chief Moore replied he was looking for opportunities in the southern part of Hidden Valley. He said when the Connector was constructed, Station No. 3 in Sparks would be in a very good position to respond in the north part of Hidden Valley. He stated he and the Sparks Fire Chief had been discussing enhanced automatic aid, a topic that would be brought back to the Board in the next month. He said having a Sparks fire station in the North and a TMFPD station in the South would provide for a good initial response into Hidden Valley.

Commissioner Hartung asked if the intent was to build a new facility for Station No. 17. He said it was a great site, had been there for many years and had good access to the entire area.

Chief Moore agreed the site was positioned well and said it was big enough to build a larger station if needed.

There was no public comment or action on this item.

**16-111F**      **AGENDA ITEM 9**    Fire Chief Report: A) Report and discussion related to fire district operations. B) Career Statistics and Report for June and July 2016. C) Volunteer Statistics and Report for June and July 2016.

Chief Moore said he wanted to share with the Board the status of Station No. 14. He displayed some drawings of the new station, which were placed on file with the Clerk. He said the architect had developed plans that were radically different than what the Board had previously seen as the location of the residential area and the truck bays were reversed. He explained a cost analysis had shown the previous design would require about \$1.5 million in fill dirt to level the property. To eliminate that cost it was decided to put the truck bays on the flatter portion of the property and to recess the residential area about four feet to substantially reduce the amount of fill dirt that would be needed. He felt confident the station would come in on budget. He said once the Special Use Permit (SUP) was approved, the architect would complete the construction documents. The contractor believed the building would be completed in about 7 months. Finally, he noted some existing land would have to be sold which would probably happen right after the first of the year.

Chief Moore mentioned the summer had been extraordinarily busy with a number of wildfires. He was happy to say that no structures were lost as the result of the fast moving fires. He said the Hawken Fire, the Rock Fire and the Jackpot Fire all had the potential to damage quite a few structures. Through aggressive firefighting tactics and deployment, and with some luck from Mother Nature, they were able to forestall any structure loss. He thought the most dangerous fire was the Jackpot Fire because as the fire was coming off a hill, it was headed toward approximately 12 homes. He said he heard

the Incident Commander announce over the radio that the fire would have to be taken "head on", which was the most dangerous type of tactic. He explained it was preferable to fight fires from the burned area because that was the safest place to be. He displayed a photograph which depicted a fire near a home, which was placed on file with the Clerk. He stated he recently met with the Nevada Insurance Council and learned that insurance companies looked for mitigation and defensible space. When people cleared brush away from their homes, the chances of their homes surviving a fire increased dramatically. He said this fact was evident during the Rock Fire and he was convinced that mitigation was the best strategy. He stated he was considering instituting a program in the next year utilizing volunteers to help remove and burn vegetative material in something called a "burn box".

Chief Moore said his career staff had been extraordinarily busy over the summer; 44 of them had worked out of District assignments through mutual aid responses locally and also in some areas of California. He indicated there was currently a crew in the Mammoth Lakes area fighting the Owens Fire. He thought the summer had been indicative of what could be expected in a normal wildfire season when there was a wet spring. He said he was very proud of his staff, including the career and volunteer firefighters, for the long hours they worked over the summer.

Commissioner Hartung said he noticed there was a new budget line item for ballistic vests and he wondered if that was going to become a standard part of the equipment every firefighter would wear.

Chief Moore replied there would be three ballistic vests on every fire engine and they were adjustable to fit various sizes. He said if there was ever a situation involving an active shooter the vests would be available to wear at the direction of law enforcement.

Commissioner Hartung thanked the Chief for the clarification.

Chair Jung noted she had seen a video of a structure fire in Sun Valley and she noticed there was a lot of dry brush, weeds, old mattresses and an old fence. She wondered if the people of Sun Valley were being trained to defend their space.

Chief Moore responded each time there was a Citizens Advisory Board (CAB) meeting in Sun Valley he tried to mention it. He said the problem in Sun Valley was less about vegetation and more about personal property in and around the homes, as well as the proximity of home to home. He stated Sun Valley was a challenge and he thought they could declare a day for people to dispose of whatever they needed to get out of their yards so the District could take it to the landfill. He indicated he could speak with Dave Solaro, Director of Community Services, about providing dumpsters for that purpose.

Chair Jung stated the Sun Valley General Improvement District (SVGID) already provided free dumpsters and she thought it would be preferable to address the

issue through the Fire District so the message would be more about defending space rather than cleaning up yards. She indicated she would like to see the issue addressed before the weather became colder. She thought the project would also be a great opportunity for District employees to meet citizens and to be visible.

Chief Moore said he would get something started.

Commissioner Berkbigler was glad the issue was brought up because she had noticed some of the problems in Sun Valley. She thought addressing the problem through the Fire District would direct the focus to the fact that it was a safety issue. She said she was glad to hear about the ballistic vests due to the problems that were happening around the Country. She agreed firefighters needed to be protected just as the police were.

There was no action or public comment on this item.

**16-112F**      **AGENDA ITEM 10**      Authorize Staff to prepare a lease agreement between Truckee Meadows Fire Protection District and the South Valley Volunteers for Volunteer Fire Station #227 located at 3010 Lakeshore Blvd, Reno, NV 89701 for the purpose establishing an insurable interest, to be brought forward at a future Board of Fire Commissioners meeting for final approval and execution of the lease, and to commence proceed with bids for a roof replacement.

Chief Moore explained the inadvertent result of the discontinuation of the contracts with non-profit groups was the loss of insurable interest in two buildings which were owned by South Valley Volunteers, Inc. For that reason, he said it was necessary to create a lease or a contract so if something bad happened there would be a reason for the insurance company to pay for the loss. He said he was bringing the issue forward to ensure the Board was comfortable with the expenditure of money for improvements to a building the TMFPD did not own. He stated the South Valley Volunteers used the facility as a training center, but the County also used it as a polling place. South Valley Volunteers, Inc. also rented the building to the Boy Scouts and for other civic uses. He indicated a lease would create an insurable interest. He noted the TMFPD would also be paying for the utilities and some maintenance as they did with all of the other volunteer stations.

Commissioner Hartung asked the Chief what would happen if the TMFPD proceeded to put a new roof on the building and then were told to vacate the facility.

Chief Moore replied the investment would be lost and operations at that location would cease; however, he considered that scenario to be unlikely. He said it was important to have an insurable interest because the building housed the District's firetrucks. He said the situation was not unlike one they had with the volunteers in Galena, which resulted in the loss of approximately \$200,000 in improvements; however,

despite the risk to the taxpayers, he believed the South Valley Volunteers were committed to continuing their operations in the South.

Commissioner Hartung asked David Watts-Vial, Legal Counsel, if there was any way to indemnify the District on the investment.

Mr. Watts-Vial answered yes; it would just have to be included in the draft agreement in such a way as to potentially require either reimbursement or some other consequence for the early termination of the lease.

Chair Jung asked Chief Moore if the lease had already been reviewed and approved by Legal Counsel. Chief Moore replied the lease had not been developed yet and he was seeking the Board's authorization to move forward on the issue.

There was no response to the call for public comment.

Commissioner Hartung moved to authorize the preparation of a lease between the Truckee Meadows Fire Protection District and South Valley Volunteers, Inc. for Volunteer Fire Station No. 227 with the inclusion of an indemnification clause should the lease terminated and for the lease to be brought back to the Board for final approval. Commissioner Berkbigler seconded the motion. The motion passed on a vote of 5 to 0.

**16-113F**      **AGENDA ITEM 11** Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.

There was no closed session.

**16-114F**      **AGENDA ITEM 12** Announcements/Reports.

Chief Moore stated he prepared a memo so the Board could see what was coming up in the next several months, which was included in the meeting materials. He asked if there was anything else the Board would like to add to the list.

Chair Jung reiterated she would like the defensible space issues in Sun Valley to be addressed.

**16-115F**      **AGENDA ITEM 13** Public Comment.

William T. Steward spoke about the Firefighter Combat Challenge and submitted a handout, which was placed on file with the Clerk. He said the former Sierra Fire Protection District first contacted On Target Challenge, Inc. in 2009. This year's event was going to be the 2016 Nationals, as well as the 25th anniversary for the On Target Combat Challenge, and it would take place on October 7-8, 2016 at the Atlantis Hotel and Casino. He stated the goal of the challenge was to get firefighters physically

fit. He said the FireShowsWest Conference and Expo would also be taking place and would feature Peter Van Dorpe, retired Chicago Fire Chief, as the keynote speaker.

Cathy Brandhorst spoke about matters of concern to herself.

\* \* \* \* \*

**9:38 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

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**KITTY K. JUNG**, Chair  
Truckee Meadows Fire  
Protection District

ATTEST:

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**NANCY PARENT**, Washoe County Clerk  
and Ex-Officio Clerk, Truckee Meadows  
Fire Protection District

*Minutes Prepared By:*  
*Cathy Smith, Deputy County Clerk*



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** September 30, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Authorization to reclassify one (1) vacant Firefighter/Paramedics position (#70008288) to Firefighter/EMT Intermediate. (All Commission Districts)

### SUMMARY

Authorization to reclassify one (1) vacant Firefighter/Paramedics position (#70008288) to Firefighter/EMT Intermediate.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

On February 26, 2013, the Board of Fire Commissioners approved the authorization to reclassify nine (9) of the thirteen (13) existing vacant Firefighter/EMT Intermediate positions to Firefighter/Paramedic positions.

On December 15, 2015, the Board of Fire Commissioners approved the authorization to reclassify the five (5) vacant Firefighter/EMT Intermediate positions to Firefighter/Paramedic positions.

### BACKGROUND

This action is requested to align with and support a personnel matter.

### FISCAL IMPACT

The annual salary range of a Firefighter/EMT Intermediate position is \$49,416.64 - \$64,238.72 and the annual salary range of a Firefighter/Paramedic is \$59,521.92 - \$73,528.00, therefore there is no negative fiscal impact with this reclassification and in actuality will save the District upwards of approximately \$9,000.00.

### RECOMMENDATION

It is recommended that the Board authorize the reclassification of one (1) vacant Firefighter/Paramedic position (#70008288) to Firefighter/EMT Intermediate.

### POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion could be:

*"I move to authorize the reclassification of one (1) vacant Firefighter/Paramedic position (#70008288) to Firefighter/EMT Intermediate."*

**AGENDA ITEM # 4B**



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** September 30, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Accept monetary donation in the amount of \$1000.00 from Brigid and Mark Slavin in operational support to Truckee Meadows Fire Protection District Fire and to express appreciation for the thoughtful contribution and direct Finance Department to make appropriate budget adjustments. (All Commission Districts)

### SUMMARY

Accept monetary donation in the amount of \$1000.00 from Brigid and Mark Slavin in operational support to Truckee Meadows Fire Protection District Fire and to express much appreciation for the thoughtful contribution and direct Finance Department to make appropriate budget adjustments.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

In the past, the Board on several occasions has accepted monetary donations from citizens.

### BACKGROUND

Truckee Meadows Fire Protection District Fire Captain Brian Bunn was assigned to the Lava Fire in Dubois Illinois as part of the Great Basin Incident Management Team. During his fire assignment, he was able to assist the donors with fuel reduction ideas, improving access and other suggestions to improve the fire safety of their property. In addition, Captain Bunn Division was very successful in control and mitigation of his assigned geographical area.

Upon Captain Bunn's return he was greeted with a letter from Marc and Brigid Slavin, offering their appreciation and thankfulness of those efforts along with a \$1000.00 check to offer operational support to the District by purchasing or upgrading any supplies that may have been depleted during the fire.

### FISCAL IMPACT

The monetary donation will be deposited into the Truckee Meadows Fire Protection District account within the operational budget.

### RECOMMENDATION

It is recommended that the Board accept a monetary donation in the amount of \$1000.00 from Brigid and Mark Slavin in operational support to Truckee Meadows Fire Protection District Fire and to express

appreciation for the thoughtful contribution and direct Finance Department to make appropriate budget adjustments.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion could be:

*"I move to accept a monetary donation in the amount of \$1000.00 from Brigid and Mark Slavin in operational support to Truckee Meadows Fire Protection District Fire and to express appreciation for the thoughtful contribution and direct Finance Department to make appropriate budget adjustments."*

August 2, 2016

Captain Brian Bunn  
Truckee Meadows  
Fire Protection Team  
PO Box 11130  
Reno, Nevada 89520

Dear Captain Bunn,

It was with great joy and some heartfelt sadness when the guys came up today to remove the sprinklers and hoses from our property at 56 Aspen Meadows Road. As you remember I was quite nervous at the beginning of the fire and was in fear that the home we had just settled into and unpacked our 60 years of life was going to go up in smoke.

I realize it was a stressful time for all of you and I just wanted to express my/our extreme gratitude for all the work you and your men did to keep us safe and the whole Union Pass area from getting affected. The outside help was amazing also. There were teams from all over Wyoming and you from Nevada!! The A team!! that came by to check on me and make me feel safe. There were days when the smoke looked so close that I thought it would come right over the ridge and burn down on us but that never happened.

The reason it never happened was because the teams out there never gave up. They worked hard and tirelessly through very tough conditions and they were always polite and gracious when they came by my house. I tried to feed them all but some were too polite to accept food. I wanted to do more and I wish I could have. My son, Coley, was ready with his gear and wanted to jump in as well. I hope he is able to get the training he needs so he is ready for the next fire and can contribute. He is on the Dubois team and wants to devote his career to Fire and Search and Rescue.

I would like to offer the enclosed check, as a small token of my appreciation, to help the Fire Station get any supplies you need that may have been depleted or need to be upgraded so you can continue help keep us safe. I hope you will express my thanks to all your men and women who worked so hard to get this under control so quickly and I pray that we will not have another flare up for a very long time.

Thank you again for your dedication and diligent work to protect the community and the town.

With warm regards,



Brigid Slavin  
Marc Slavin  
Coley O'Brien



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** September 30, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: 775.328.6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Approval of a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District and Truckee Meadows Fire Protection District. (All Commission Districts)

### SUMMARY

Approval of a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office (BLM), USDA Humboldt – Toiyabe National Forest Carson Ranger District (USFS) and Truckee Meadows Fire Protection District (TMFPD).

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

#### BLM

On June 26, 2012 the Board of Fire Commissioners approved and accepted a five (5) year Cooperative Agreement with a corresponding Annual Operating agreement with the Bureau of Land Management Carson City District Office and has subsequently approved the Annual Operating plan for 2013.

On May 13, 2014 the Board of Fire Commissioners approved and accepted a revised five (5) year Cooperative Agreement allowing for expanded coverage area to include the Winnemucca District with a corresponding Annual Operating agreement with the Bureau of Land Management Carson City District Office and has subsequently approved the Annual Operating plan each year up to and including 2015.

#### USFS

On June 12, 2012 the Board approved Cooperative Fire Agreement and Annual Operating Plan between the USDA Humboldt – Toiyabe National Forest Carson Ranger District and the Truckee Meadows Fire Protection District has subsequently approved the Annual Operating plan including 2015

## **BACKGROUND**

Staff has with the cooperation of our BLM partners and USFS have updated and revised separate Cooperative Agreements and Annual Operating Plans between TMFPD and each agency into one Cooperative Agreement and one Annual Operating Plan (to be updated annually) BLM and USFS together provide for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies services, and funds among the agencies.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis. This agreement can be used to provide resources for Federal Incident Management Teams.

Upon execution, this agreement supersedes all previous agreements between any of the Parties.

## **FISCAL IMPACT**

Should there be any costs related to exceeding the time threshold and or the need to enter into cost share agreements, there is sufficient budget authority within the approved 2016/17 budget.

## **RECOMMENDATION**

Staff recommends that the Board approve a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District and Truckee Meadows Fire Protection District.

## **POSSIBLE MOTION**

Should the Board agree with the staff's recommendation, a possible motion could be:

*"I move to approve a Cooperative Fire Protection Agreement and corresponding Annual Operating Plan for Cooperative Fire Protection Agreement between Bureau of Land Management, Carson City District Office, Winnemucca District Office, USDA Humboldt – Toiyabe National Forest Carson Ranger District and Truckee Meadows Fire Protection District."*

**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**  
(DUNS #006811244)

**And**

**USDA FOREST SERVICE**  
**HUMBOLDT-TOIYABE NATIONAL FOREST**  
(DUNS #929332484)

**And**

**USDI BUREAU OF LAND MANAGEMENT**  
**CARSON CITY DISTRICT**  
**WINNEMUCCA DISTRICT**  
(DUNS #084359236)

This Cooperative Fire Protection Agreement is made and entered into by and between the United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest (HTF), individually referred to as Forest Service; United States Department of Interior, Bureau of Land Management, Carson City District and Winnemucca District, individually referred to as BLM; and the Truckee Meadows Fire Protection District, hereinafter referred to as the District/Department. When represented jointly the Forest Service and BLM will be referred to as Federal Agencies. Collectively, all will be referred to as Parties.

The above Parties are acting under the authority and provisions of:

- Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a)
- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.)
- The Timber Protection Act of September 20, 1922 (42 Stat. 857; U.S.C. 594)
- Wyden Amendment, Section 323(A) of the Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e) as amended by PL 109-54, Sec. 434 and the Omnibus Public Lands Act, PL 111-11, Sec. 3001 National Indian Forest Resources Act (PL 101-630, Title III)
- Robert T. Stafford Act Disaster Relief and Emergency Assistance Act, Public Law 93-288
- Homeland Security Act of 2002 (H.R. 5005-8)
- Homeland Security Presidential Directive-5 (HSPD-5)
- Post-Katrina Emergency Management Reform Act of 2006. (P.L. 109-295, 120 Stat. 1355)
- The Granger-Thye Act of 1950 (16 U.S.C. 572)
- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3)
- Nevada Revised Statutes Chapter 277
- Disaster Relief Act of May 22, 1974 (42 USC 5121 as amended)

- Nevada Revised Statutes Chapter 474
- Nevada Revised Statutes Chapter 266
- Nevada Revised Statutes Chapter 414 Emergency Management
- Department of the Interior and Related Agencies Appropriations Act, 1999 as included in Public law 105-277, Div. A, Section 101(e)
- Taylor Grazing Act of June 28, 1934 (48 stat. 1269; 43 USC 315)

## I. PURPOSE

The purpose of this Agreement is to provide for cooperation in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency support function activities as requested and authorized. This agreement also facilitates the exchange of personnel, equipment, facilities, aircraft, supplies services, and funds among the agencies.

This Agreement describes the conditions in which "mutual aid" periods are established to provide resources to each other on a non-reimbursable basis. This Agreement also describes the conditions of "Assistance by Hire" on a reimbursable basis. This agreement can be used to provide resources for Federal Incident Management Teams.

Upon execution, this agreement supersedes all previous agreements between any of the Parties.

## II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Federal Agencies have the responsibility for prevention, protection and suppression of wildland fires on federally administered lands, and on adjacent or intermingled State and private forested/range lands as identified through written agreement.

The District/Department is primarily responsible for all hazard response, prevention, structure suppression, and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the Federal Agencies.

Therefore, it is mutually advantageous, and in the public interest, for the Parties to coordinate their efforts in the prevention, detection, and suppression of wildland fires in and adjacent to their areas of responsibility.

It is also mutually advantageous for the Parties to provide support and participate in presidentially declared emergencies and disasters.

## III. DEFINITIONS

1. **Administration/ Planning:** Parties will work together for joint pre-incident planning and administration preparation to coordinate incident operations including development of response plans for high-hazard communities.
2. **Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident.

3. **Agency Administrator:** The official responsible for the management of a geographic unit or functional area. The managing officer of an agency, division thereof, or jurisdiction having statutory responsibility for incident mitigation and management. Examples: NPS Park Superintendent, BIA Agency Superintendent, USFS Forest Supervisor, BLM District Manager, FWS Refuge Manager, State Forest Officer, Tribal Chairperson, Fire Chief, Police Chief.
4. **Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.
5. **Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources.
6. **Extended Attack Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.
7. **Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.
8. **Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.
9. **Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources. A coordination center serves federal, state and local wildland fire agencies through logistical coordination of resources throughout the geographic area, and with other geographic areas, as well.
10. **Division of Emergency Management Coordination Center (DEMC):** This coordination center is recognized as a local center under the Sierra Front Interagency Dispatch Center and /or Great Basin Coordination Center (GBCC) and serves Nevada State (excluding the NDF) and local government agencies through logistical coordination of resources within the Great Basin and other geographic areas utilizing the Resource Ordering and Status System (ROSS).
11. **Initial Attack:** A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression.
12. **Initial Attack Fire:** A fire that is generally contained by the first dispatched fire suppression resources without significant augmentation or reinforcement.
13. **Initial Attack Area:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident as identified in the jurisdictional maps in the Annual Operating Plan (AOP).

14. **Interagency:** Involvement of two or more agencies to this Agreement.
15. **Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law or agreement.
16. **Mutual Aid (Reciprocal Fire Suppression):** Reciprocal fire suppression is the act of helping the protecting Agency to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, location, and numbers of resources which constitute reciprocity are defined in the Annual Operating Plan (AOP). Reciprocity may be thought of as the implementing mechanism of the closest forces concept.
17. **Off Season:** This period is defined as the period of time where Federal Agencies typically do not have their initial attack resources readily available and local government resources utilized will be considered assistance by hire. Off season dates are defined in the AOP.
18. **Operating Plan - Statewide:** A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, and state agencies.
19. **Operating Plan – Local Sub-geographic Area:** A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.
20. **Personal Protective Equipment (PPE):** Based on National Wildfire Coordinating Group (NWCG) standards equipment and clothing required to mitigate the risk of injury from or exposure to hazardous conditions encountered during the performance of duty.
21. **Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.
22. **Prescribed Fire:** Any fire intentionally ignited by management actions in accordance with applicable laws, policies, and regulations to meet specific objectives.
23. **Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).
24. **Procurement Documents:** Agency specific financial obligation documents.
25. **Protecting Agency:** The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, cooperative agreement, etc.
26. **Protection:** The actions taken to limit the adverse environmental, social, political, economic, and community values at risk.

27. **Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression action.
28. **Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.
29. **Protection Boundary:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control. It may include land in addition to that for which the agency has jurisdiction or contractual responsibility.
30. **Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Actual costs may include, but are not limited to, the following:
- a. Agency costs for transportation, salary, benefits, overtime, backfill for personnel assigned to an incident, project or prepositioning of resource and per diem of individuals assigned to the incident or project.
  - b. Additional support dispatching, warehousing or transportation services supporting a resource order.
  - c. Cost of equipment in support of the incident such as contract equipment, approved equipment repairs, and operating costs for agency equipment (use). For long duration assignments (greater than 30 days), Fixed Ownership Rates (FOR) may be charged to the incident for each completed 30-day period.
  - d. Aircraft, airport fees, and retardant and other fire chemical costs.
  - e. Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
  - f. Cost of supplies expended in support of the incident. Supplies are defined as per National Mobilization Guide.
  - g. Charges from state-provided resources.
  - h. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.
31. **Servicing Dispatch Center:** The dispatch center of the federal agency or Department/District who supports the initial response resources and/or first qualified agency fire officer on-scene who assumes command responsibility.
32. **Supplemental Fire Department Resources:** Overhead tied to a local fire department generally by agreement, which are mobilized primarily for response to incidents or wildland fires outside their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.
33. **Supplemental Fire Suppression and Cost Share Agreement:** A document prepared to distribute costs on a multi-jurisdictional incident.
34. **Supporting Agency:** An agency providing suppression or other support and resource assistance

to a protecting agency.

35. **Suppression:** Management action to extinguish a fire or confine fire spread beginning with its discovery.
36. **Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.
37. **Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisor for the Forest Service, District Manager for the Bureau of Land Management, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Project Leader for Fish and Wildlife Service, State Forester/Fire Warden for Nevada Division of Forestry (NDF) and local jurisdiction administrator.
38. **Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.
39. **Wildland Fire:** A non-structure fire that occurs in vegetation or natural fuels. Wildland fires are categorized into two distinct types:
- a. **Wildfires** – Unplanned ignitions or prescribed fires that are declared wildfires
  - b. **Prescribed Fires** – Planned ignitions

#### IV. GENERAL PROVISIONS

ANNUAL OPERATING PLANS. The Parties will meet annually, prior to the initiation of fire season (recommend by April 1) to prepare an Annual Operating Plan (AOP). This AOP will include mutual aid time/duration and distance/boundaries; command structure; communications; qualifications; reimbursement/compensation; cooperation; agency reviews and investigations; dispatch center operations; protection area maps for all Parties and any other items identified in this Agreement as necessary for efficient implementation. The AOP shall become attached to and a part of this Agreement. If an AOP has not been executed for the current year, the last executed AOP shall be used.

RECIPROCAL FIRE PROTECTION (Mutual Aid). As deemed appropriate, the Parties will establish reciprocal initial attack areas for lands of intermingled or adjoining protection responsibilities. Within such areas supporting Parties will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The length of mutual aid period should not exceed 24 hours, unless specifically stated by agreement or contract, and will be documented in the AOP.

ASSISTANCE BY HIRE. Assistance by Hire is the provision of fire suppression resources, by one Party to another, on a reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the Parties. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by the Supporting Party and essential to filling the resource order, which are

necessary and reasonable, shall be considered as reimbursable as Assistance by Hire. The District/Department may provide out-of-region assistance as defined within the Nevada Intrastate Mutual Aid System Operating Plan to the federal agencies when requested. Maps for this region will be attached to the AOP. Such assistance will be Assistance-by-Hire unless otherwise specified as mutual aid in the AOP pursuant to this agreement.

Non-dispatched resources from any party will be considered a voluntary contribution.

All resources provided by the District/Department for suppression activities on federally administered lands during the “off season” will be considered assistance by hire. This period is defined as the period of time that Federal Agencies typically do not have their initial attack resources readily available. Off season dates are defined in the AOP.

The Federal Agencies and the District/Department will provide current rate schedules and updates when rates change. The rates will be posted and updated in the AOP.

Fire engines (all types), water tenders (all types) and initial attack overhead are mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.

**REQUESTED ASSISTANCE.** Outside initial attack areas, when requested by the Protecting Party, the Supporting Party will, within their capability, provide initial action or other support on wildland fires. Such requested assistance is reimbursable.

**CLOSEST FORCES.** The Department/District and the Federal Agencies agree to aggressively pursue initial attack plans that utilize “Closest Forces” wherever appropriate, and to identify preplanned initial attack areas within their respective jurisdictions. This philosophy dictates that the closest available appropriate resources, regardless of ownership, shall be utilized initially. The emphasis to get the closest resources to respond to initial attack fires is in the best interest of all Parties. The first qualified agency fire officer on-scene shall assume command responsibility, and will transition to a qualified incident commander upon their arrival. The servicing dispatch center shall be notified of all changes in command as soon as possible. This philosophy will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond “initial attack”, this concept is modified and the Protecting Party will request the “most appropriate resource” to aid in the suppression of a wildfire.

**INDEPENDENT ACTION.** Except as otherwise described in the AOP, any Party on its own initiative and without reimbursement may go upon lands protected by another Party to suppress wildfires, if the fire is a threat to property within that Party’s protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Party.

If either Party takes action on an incident independently, the Supporting Party will furnish the Protecting Party a preliminary report (verbal) within 24 hours of the action taken and a written incident report within ten (10) days.

**ALL HAZARD RESPONSE.** The Federal Agencies shall not respond to all hazard incidents (i.e., structure fires, vehicle fires or traffic accidents) in lieu of the District/Department. The

District/Department has the authority to mitigate any all hazard incidents considered to be a hazard to the public. The Federal Agencies may, as trained and available, respond to such incidents when adjacent wildlands covered under this Agreement are threatened by fire from such incidents

NOTIFICATIONS. Supporting Party will promptly notify the Protecting Party of fires burning on or threatening lands for which that Party has protection responsibility. When taking action, the Supporting Party will, as soon as possible, notify the Protecting Party in accordance with the AOP, detailing what equipment and personnel have been dispatched to the incident location.

BOUNDARY LINE FIRES. Boundary line fires will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other Parties concerning the fire. The officer-in-charge who arrives first at the fire will act as initial attack Incident Commander. When all Parties have arrived, they shall establish a command structure including Unified Command, as appropriate and notify the servicing dispatch center.

COST SHARING. Whenever multiple jurisdictions are affected due to the location of a fire, it is mandatory to develop and implement a Cost Share Agreement (or Apportionment Process, if applicable). The Operating Plan must address how the Parties to this Agreement will handle cost-sharing for wildland fires that spread to another jurisdiction.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within an Agency's Direct Protection Area will be the responsibility of that Agency.

Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident, along with simple and equitable cost sharing.

Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share.

If the District/Department is covered under a Wildland Fire Protection Program (WFPP) agreement with NDF and the incident falls under that agreement, NDF will be a signatory party on the cost share.

COMMUNICATION SYSTEMS. The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.

FACILITIES, EQUIPMENT AND SUPPORT The Parties may procure, loan, lease, share or exchange facilities, equipment and support services. This may include, but is not limited to, such things as dispatch centers, training facilities, administrative offices, fire stations, air attack bases, lookouts, warehouses, vehicles, fire equipment, remote automated weather stations, lightning "detection" equipment and communications equipment. AOPs may outline conditions for specific situations. Whenever it has been mutually agreed, fees for such use, as might be found in special use permits or other similar documents, may be waived. Any operational costs required for such

proposed use may be shared and/or reimbursed. Any shared cost or reimbursements will be governed in accordance with the existing policy of involved Parties.

**NATIONAL INCIDENT MANAGEMENT SYSTEM.** The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS) including: the Incident Command System (ICS), qualification system, training system, the management of publications, and participate in the review, exchange, and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement. During initial attack, all agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the jurisdictional agency shall apply.

**DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE.** The Parties will attempt to protect the point of origin of the fire and evidence pertaining to the fire cause. On initial attack actions, the Party taking the action is responsible to gather and preserve evidence and information pertaining to the origin and cause of the fire. To the extent permitted by applicable County, State and Federal laws, the Parties will cooperate to jointly investigate wildland fires of mutual interest and provide the appropriate jurisdictional Party with investigation files relative to specific fires. Each Party will promptly notify the other Parties when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other Party.

**TRAINING.** The Parties will cooperate to insure that jointly provided training will produce safe and effective fire and aviation programs. The intent is to provide high quality training that will minimize training costs by sharing of resources, standardization of courses, improve firefighting efficiency and safety. Each Party will bear the cost of training for their respective employees unless specifically addressed in the AOP.

**EQUIPMENT.** Equipment owned and used by either Party to suppress fires on lands for which the other is responsible shall normally be operated, serviced, and repaired by the owning Party. This includes fuel, lubricants, and maintenance. See III.31 Definitions, reimbursable equipment costs. Special rates for Federal Excess Personal Property (FEPP) equipment will be displayed in the rate schedule, which eliminates any purchase or replacement costs for the apparatus. Drivers and equipment operators will hold appropriate operating licenses to meet their respective District/Department, State and Federal regulations.

**BILLING PROCEDURES.** The Supporting Party will bill the Protecting Party for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described in reciprocal initial attack and independent action situations or cost share agreements). All billing packages will include documentation showing the order was processed through and tracked by the Protecting agency. This request process requires the servicing dispatch center to notify the Federal Agency duty officer prior to submission of the request to DEMC.

For reimbursement under the terms of this agreement all resource orders beyond initial attack must be mobilized and processed by an interagency dispatch center.

Reimbursable costs may also include transportation, salary, benefits, overtime, and per diem of District/Department personnel assigned to Incident Management Teams and those resources dispatched to other miscellaneous assignments. Rates and conditions of use for the equipment and

personnel will be mutually agreed to and documented in the AOP. Reimbursement will not be provided for both the "backfill" resource and resources mobilized to an incident for the same time period (i.e., only one resource may be billed per day – either the backfill resource or the incident resource).

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Party 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 initial billing, a partial bill or estimated bill, so identified, may be submitted. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other Party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.

Wildland Fire Protection Program (WFPP) - If the District/Department is covered under a WFPP agreement with NDF and the incident falls under that agreement, billings may be submitted to NDF. Costs for incidents that do not fall under a WFPP agreement shall be billed to the appropriate Federal Agency.

APPROPRIATED FUND LIMITATION. Parties to this agreement are not obligated to make expenditures of funds or reimbursement of expenditures under terms of this agreement unless the Congress of the United States of America appropriates such funds for that purpose by the County of Washoe and/or the Governing Board of Fire Commissioners for Truckee Meadows Fire Protection District.

FIRE PREVENTION. Parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. Parties will share responsibility for fire protection and rural fire safety presentations and demonstrations.

NONDISCRIMINATION. The District/Department shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

FREEDOM OF INFORMATION ACT (FOIA) Public access to agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal District/Department Contacts:**

<b>District/Department Program Contact</b>	<b>District/Department Administrative Contact</b>
Name: Charles Moore Address: 1001 E. Ninth Street City, State, Zip: Reno, NV 89520 Telephone: 775-328-6123 FAX: 775-326-6003 Email: cmoore@tmfpd.us	Name: Vicki Van Buren Address: 1001 E. Ninth Street City, State, Zip: Reno, NV 89520 Telephone: 775-326-6070 FAX: 775-326-6003 Email: vlvanburen@tmfpds.us

**Principal Forest Service Contacts:**

<b>Forest Service Program Manager Contact</b>	<b>Forest Service Administrative Contact</b>
Name: Michael Wilde Address: 1536 S. Carson St. City, State, Zip: Carson City, NV 89701 Telephone: 775-884-8145 FAX: 775-884-8199 Email: mwilde@fs.fed.us	Name: Irene Burkholder Address: 1200 Franklin Way City, State, Zip: Sparks, NV. 89431 Telephone: 775-355-5364 FAX: 775-355-5399 Email: imburkholder@fs.fed.us

**Principal Bureau of Land Management Contacts:**

<b>Bureau of Land Management Program Manager Contact</b>	<b>Bureau of Land Management Administrative Contact</b>
Name: Tim Roide Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: 775-885-6185 FAX: 775-885-6106 Email: troide@blm.gov	Name: Ralph Thomas Address: 5665 Morgan Mill Road City, State, Zip: Carson City, NV 89701 Telephone: 775-885-6151 FAX: 775-885-6147 Email: rthomas@blm.gov
Name: Tracy Skerjanec Address: 5100 E. Winnemucca Blvd. City, State, Zip: Winnemucca, NV 89445 Telephone: 775-623-1705 FAX: 775-623-1724 Email: tskerjan@blm.gov	Name: Lisa Lewis Address: 5100 E. Winnemucca Blvd. City, State, Zip: Winnemucca, NV 89445 Telephone: 775-623-1587 FAX: 775-623-1724 Email: l1lewis@blm.gov

**SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).**

District/Department shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM internet site at [www.sam.gov](http://www.sam.gov).

FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures to the extent practicable.

PRESCRIBED FIRE AND FUELS MANAGEMENT. The Jurisdictional Party will inform all Parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement. The agencies to this agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a separate instrument.

EMPLOYMENT POLICY. Employees of the Parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

RECIPROCAL WAIVER OF CLAIMS. Except as otherwise provided in this agreement, all Parties to this agreement hereby waive claims between and/or against each other arising from the performance of this agreement, for compensation for loss or damage to each other's property, and personal injury including death of employees, agents, and contractors, except that this waiver shall not apply to intentional torts.

Federal Agencies or Cooperators may reimburse each other providing resources were ordered through the dispatch system for the cost of emergency apparatus or equipment loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency emergency apparatus or support equipment while travelling to or from an incident, and repairs due to normal wear and tear or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the emergency apparatus or support equipment.

Loss or damage to local agency emergency apparatus or support equipment occurring on an incident as provided in this agreement is to be reported to the incident finance section or incident agency to ensure proper documentation and investigation are completed.

If any Party is not able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with an assigned Incident Management Team or local incident agency, they should contact the appropriate agency's administrative office in Nevada.

Agencies will be liable for their own actions during mutual aid response or independent action as outlined in clause IV.6.

REIMBURSEMENT FOR EMERGENCY APPARATUS LOSS OR DAMAGE. Parties to this agreement may be reimbursed for the cost of emergency apparatus loss or damage where the loss or damage is directly attributable to the incident, and where the local agency, its employees, and/or operational failures in the emergency apparatus or support equipment are not a contributing factor to such damage or loss. Loss or damage to local agency apparatus or support equipment while traveling to or from an incident, and repairs due to normal wear and tear, or due to negligent or unlawful operation by the operator shall be the responsibility of the local agency providing the

emergency apparatus or support equipment. Loss or damage to local agency emergency apparatus or support equipment occurring on an incident is to be reported to the incident finance section (or jurisdictional agency when finance section is not available) to ensure proper documentation and an investigation is completed.

CLAIMS DISPUTE RESOLUTION. Should any Party not be able to resolve a claim regarding compensation, reimbursement, damage or equipment repair through negotiation with the protecting agency, it should be elevated to the next higher level of management for resolution.

MODIFICATION. Modifications within the scope of the instrument must be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any changes being performed. The Federal Agencies are not obligated to fund any changes not properly approved in advance.

COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective for five years from said date, at which time it will expire unless extended.

TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- a. When the Federal Agencies and District/Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. By 30 days written notification District/Department to the Federal Agencies setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.
- c. If, in the case of a partial termination, the Federal Agencies determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the Federal Agencies may terminate the agreement in its entirety.

Upon termination of an agreement, District/Department shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Federal Agencies shall allow full credit to District/Department for the United States federal share of the non-cancelable obligations properly incurred by District/Department up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

AUTHORIZED REPRESENTATIVES. By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date written below.

William A. Dunkelberger  
Forest Supervisor  
Humboldt-Toiyabe National Forest

Date

Marjorie McVeigh, Grants & Agreements Specialist  
Southwest Idaho/Nevada Acquisition Center  
U.S. Forest Service

Date

Ralph Thomas, District Manager  
Carson City District  
Bureau of Land Management

Date

Robert Towne, District Manager  
Winnemucca District  
Bureau of Land Management

Date

Shane McDonald, District Fire Management Officer  
Carson City District  
Bureau of Land Management

Date

Tracy Skerjanec, District Fire Management Officer  
Winnemucca District  
Bureau of Land Management

Date

David Appold, Chief of Acquisitions  
Nevada State Office  
Bureau of Land Management

Date

FS Agreement No.  
BLM Agreement No.  
Cooperator Agreement No.

16-FI-11041730-088

\_\_\_\_\_  
Charles A. Moore, Fire Chief  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kitty K. Jung, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Date

**2016**  
**ANNUAL OPERATING PLAN**  
**for**  
**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**between the**

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

**and**  
**USDA, FOREST SERVICE**  
**HUMBOLDT-TOIYABE NATIONAL FOREST**

**and**  
**USDI, BUREAU OF LAND MANAGEMENT**  
**CARSON CITY DISTRICT**  
**WINNEMUCCA DISTRICT**

This Annual Operating Plan (AOP) is entered into by and between Truckee Meadows Fire Protection District hereinafter referred to as the District/Department; United States Department of Agriculture, Forest Service (USFS), Humboldt-Toiyabe National Forest, hereinafter referred to as the Forest Service; and the USDI, Bureau of Land Management, Carson City District and Winnemucca District, hereinafter referred to as the BLM. Forest Service and BLM jointly will be referred to as the Federal Agencies. Collectively, all will be referred to as Parties. This AOP becomes attached to and made part of the cooperative fire protection agreements listed above.

The Parties agree to the following:

**A. PURPOSE:**

The purpose of this AOP is to define operating procedures and responsibilities within the framework of the above referenced Cooperative Fire Protection Agreement.

**B. GENERAL PROVISIONS:**

The District/Department is primarily responsible for all hazard response, prevention, structure suppression and wildland fire suppression occurring to property within their jurisdictional boundaries. These structures and lands protected by the District/Department are intermingled or adjacent to lands protected by the Federal Agencies.

The Federal Agencies have the responsibility for prevention, protection and suppression, including direct and indirect perimeter control, of wildland fires on federally administered lands,

and on adjacent or intermingled State and private forested/range lands as identified through written agreement in the Cooperative Fire Protection Agreement between signatory agencies dated 2016. The Federal Agencies will not assume responsibility for structure fire suppression and/or protection that is the legal jurisdictional of another entity (State, County, Local, Tribal or property holder). The Federal Agencies are not responsible for fighting structure fires. However, the Federal Agencies may assist in providing structure protection, but not structure suppression. Such activities will be limited to the exterior of structures, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards.

The mission and intent of this agreement is to provide for cooperation by the Parties in the wildland fire management (prevention, detection and suppression of wildland fires) and in all-hazard emergency events, conduct support function activities as requested by other Parties, to the extent the provision of such support is properly authorized.

1. The mutual aid period for the purposes of this AOP shall be up to 24 hours unless specified otherwise (i.e., cost share agreement).
2. All assistance beyond the 24 hours shall be assistance-by-hire and will be billed retroactively for the full period from the time of initial dispatch.
3. For the purpose of this AOP, fire engines (all types), water tenders (all types) and initial attack overhead are understood by the Parties to be mutual aid resources. All other resources, personnel and equipment are assistance by hire including personnel assigned to recognized incident management teams. Aircraft and hand crews and their associated support costs are considered assistance by hire.
4. On multi-jurisdictional incidents a cost share agreement shall be developed, documented and signed. Incidents within the mutual aid period not utilizing assistance by hire resources do not require a cost share. See Exhibit G for cost share agreement template.
5. No Party to this agreement will be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
6. Participation of District/Department resources is encouraged on local, geographic and national incident management teams, as well as single resource assignments. Payments of personnel will be in accordance with Exhibit E rates.

All resources provided by District/Department for suppression activities on the federal jurisdiction fires during the "off season" will be considered assistance-by-hire. This period is October 15 to May 15 each year.

For any "off season" federal fires to be considered for assistance-by-hire reimbursement, the District/Department must:

- Contact the Sierra Front Interagency Dispatch Center immediately, and provide a verbal size-up of the incident upon arrival of the initial attack Incident Commander (IC).
- Furnish the Protecting Party a written incident report within ten (10) days. A sample fire report is included as Exhibit F.

- Ordering of resources beyond the initial response will be coordinated with the federal duty officer.

All billings for fire assistance during this period of time will be billed directly to the appropriate federal agency.

### **C. AGENCY CROSS NOTIFICATION OF FIRES:**

Fires will be reported as follows:

Fires occurring on or threatening lands inside the boundaries of the District/Department will be reported immediately to agency of jurisdiction dispatch center.

Fires occurring on or threatening lands of federal ownership will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC).

Initial size up report will be provided to the appropriate dispatch center as soon as possible.

The initial fire report shall include, if available, the following information:

1. Location (lat & long or street address with cross street)
2. Present size (in acres)
3. Type of fuel
4. Rate of spread

### **D. ANNUAL COORDINATION MEETING:**

A coordination meeting between the District/Department and the Federal Agencies will be held as needed annually by March 1. This meeting will review the past year of cooperative assistance and revise the AOP, as needed. All exhibits will be reviewed, updated as needed, and attached to the AOP as part of the annual review. Parties to this agreement will communicate preseason to identify critical resources areas (i.e., critical wildlife habitat, etc.).

Maps which identify each of the Parties' jurisdictional boundaries will be exchanged and updated annually and provided during the coordination meeting. This is critical in establishing an understanding of responsibilities, unprotected areas, overlap areas, and mutual aid areas. Exhibits A and B identify each of the Parties' jurisdictional boundaries and shall become part of this AOP. It is preferred that maps be produced in a GIS format.

### **E. COMMUNICATIONS/FREQUENCIES:**

Each Party to this agreement agrees to maintain up-to-date list of telephone numbers for each principal emergency contacts.

Each agency that is signatory to this Operating Plan is permitted to use each other's frequencies during the emergency activities or training to contact resources of the cooperators in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of an incident command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of frequencies is permitted in "narrowband" and VHF mode only. Federal Communications Commission procedures will be followed when operating radio(s) on any Party's frequency.

When multi-agency or a rapidly expanding incident occurs, the use of VFIRE frequencies for the tactical channel is mandatory to ensure common communications on the fire ground. Weather warnings, emergency broadcasts, tactical changes etc. will be transmitted over the command frequency to all units on the scene.

See Exhibit D for a current list of frequencies and repeater locations.

## **F. OPERATIONS:**

Rapid dispatching of personnel and equipment to fires is primary to both Parties. It is critical that dispatch organizations have clear direction and understanding of procedures. It is equally important that initial attack resources understand their roles and responsibilities, and those of the other agencies. It is highly recommended that all Parties to this document attend annual Computer Aided Dispatch (CAD) or similar reviews. Personnel shall be familiar with the following:

1. When one Party requests assistance for purposes other than mutual aid or initial attack from the other, reimbursement may be provided. Standards for qualifications, training, and physical fitness as set in the National Wildfire Coordinating Group (NWCG) PMS 310-1 "*Wildland Fire Qualification System Guide*" or National Incident Management System (NIMS) Certification Standards are required. At the time of the request, the Supporting Party will identify the person in charge of responding resources.
  - a. During initial action, all agencies (federal, state, local and tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
  - b. Prior to the fire season, federal agencies should meet with their state, local and tribal agency partners and jointly review the qualification/certification standards and Personal Protective Equipment (PPE) that will apply to the use of local, non-federal firefighters during initial attack on fires on lands under the jurisdiction of a federal agency. Each Party will advise the other of applicable cross training opportunities for personnel.

2. Personal Protective Equipment: All fire personnel assigned to fire line suppression duties on an uncontrolled wildfire incident will wear NWCG approved or equivalent appropriate PPE.

Additional PPE as identified by local conditions, material safety data sheet (MSDS) or Job Hazard Analysis/Risk Assessment (JHA/RA) (i.e. specialized leg protection/chaps during chain saw use) may be required.

3. Before fire suppression efforts begin all fire fighters will be briefed.
4. The Parties agree to operate under the concept defined in the National Incident Management System (NIMS) including the Incident Command System (ICS). Unified command should be used whenever multiple jurisdictions are involved, unless extraordinary circumstances dictate otherwise.
5. The Incident Commander (IC) or unified command shall establish a command structure communications plan and incident objectives, identify and make hazards known, and name the incident (if necessary). All resources on scene and arriving will have the incident name provided to them. The Incident Commander will be identified as "Incident Command or IC". The IC shall inform the servicing dispatch center with the incident name, and provide to dispatch their name and agency position title (i.e., Elko Battalion 35).
6. The IC or designee will order and track all resources through a single point. Once unified command is established, the interagency dispatch center will become the single point of ordering.
7. It shall be the policy of all Parties to release a Supporting Party's personnel and equipment from emergency duties as soon as practical and mutually agreed upon between the IC and the Supporting Party.
8. Each Party will make available and familiarize their officers with the contents of this AOP.
9. Sierra Front Interagency Dispatch Center will coordinate the use of aircraft resources. The District/Department may order air tanker, helicopter, or observation flights through the interagency dispatch center, but the operational phase will remain under the direction of the incident IC. The District/Department will provide mission objectives, geographic coordination, and hazards in the area (power lines, houses, etc.). Any aircraft not ordered by the Parties to this agreement is limited to operations on private lands, and incident personnel will not have any operational control. It is imperative that District/Department who has non-federal aircraft responding inform the interagency dispatch center. A review of aerial coordination procedures (e.g., frequencies, Fire Traffic Area (FTA)) will be part of the annual coordination meeting agenda. The Federal Agencies will not pay

for aircraft that are not approved for federal use. All aviation resources and associated support ordered will be considered assistance-by-hire, and therefore always billable.

- a. **Air Operations:** Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fire line. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers (LAT), and very large airtankers (VLAT). These aircraft play a critical role in supporting firefighters on the ground.
- b. **Pilot and Aircraft Approval:** All pilots and aircraft involved with aviation suppression operations over Federal Lands will be approved and/or carded for their specific mission(s) by Office of Aircraft Services (OAS) or United States Forest Service (USFS).
- c. **Boundary Issues:** The requirement for increased management and coordination is due to the possibility of two or more agencies/cooperators conducting simultaneous, uncoordinated aviation operations within those areas which would unknowingly put the responding aerial resources within close proximity to one another, placing aircraft and crews at risk. Airspace boundary plans should be employed in areas where this occurs. Any agency conducting aerial operations within a "neutral air" corridor or zone (ten mile width) will immediately notify the adjoining agency/cooperator of such operations. This is accomplished to and from dispatch offices prior to the commencement of operations and when operations cease. Agency aircraft will establish contact on the assigned air-to-air frequency. Should contact not be made, the contact air-to-air frequency will be "Air Guard" 168.625 MHz (TX tone 110.9). Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.
- d. **Airspace De-confliction:** Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid-air collision or TFR intrusion by sharing information regarding flight activity with Department of Defense military units, general aviation and other agency aviation programs. Airspace de-confliction will occur for both emergency and non-emergency aviation activities by contacting the local federal dispatch center.
- e. **Temporary Flight Restrictions (TFR):** In order to enhance safety during an incident or project, the FAA may be requested to issue a Notice to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).
- f. **Fire Traffic Area (FTA):** The Incident Commander or designee will monitor the assigned Air to Ground frequency assigned to the incident.

- g. At no less than twelve nautical miles from the incident, all aircraft will establish radio communication with the incident before entering the Fire Traffic Area. If positive radio communication is not established, aircraft must hold at seven nautical miles.
- 10. All Parties will coordinate fire restrictions or closures due to weather or fire severity where practical.
- 11. General Cooperative Activities: All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address fire issues in their Direct Protection Areas/jurisdiction. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.
- 12. Information and Education:
  - a. Joint Press Releases: Parties should develop joint press releases on cooperative fire protection issues/incidents to ensure that the interests of all affected agencies are adequately addressed.
  - b. Smokey Bear Program: Parties should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.
  - c. Local Education Program: The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.
  - d. Fire Prevention Signs: Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.
- 13. Cause and Origin Investigations:
  - a. Each Party will be responsible for cause and origin investigations within the boundaries of their jurisdictional areas. If multiple jurisdictions are affected by the same wildland fire, the jurisdiction in which the suspected origin is located will serve as the lead for the investigation. Any Party may request assistance from Agencies outside the suspected origin jurisdiction.
  - b. For multi-jurisdictional incidents the lead Agency must invite all Parties' appropriate fire investigation personnel to work jointly with the lead Agency to determine the fire cause and origin, whether the fire was human caused, and if human caused whether it was the result of negligence or intentionally set.

- c. Where the cooperating agency is federal, appropriate federal law enforcement and/or fire investigation personnel will assist the lead agency in making those assessments.
  - d. For all fire trespass/arson matters, cooperating agencies will provide fire investigation reports, cost figures and cost documentation to the lead agency.
    - i. Costs include, but are not limited to, fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
    - ii. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.
14. When one Party to this Agreement takes initial action on a fire in another Agency's jurisdiction, every effort will be made to protect the area containing the origin of the fire and protect evidence that may be pertinent to identifying the fire cause. Information generated from investigation of the origin of the fire and other information concerning incendiary fires, etc. will be shared with all Parties to increase probability of prosecution and/or cost recovery.
15. Wildland Urban Interface – The operational roles of the Federal Agencies as partners in the wildland urban interface are wildland firefighting, cooperative prevention and education. Structural fire suppression is the responsibility of State, Local or Tribal governments.
16. Federal Agency firefighters who encounter structure, vehicle, or landfill fires during normal wildland suppression duties, or who are dispatched to such fires due to significant threat to adjacent agency protected lands/resources, will not engage in direct suppression action. Structure protection (not suppression) activities will be limited to exterior efforts, and only when such actions can be accomplished safely and in accordance with established wildland fire operations standards. For the current Great Basin Community and Structure Fire Protection Guidelines see Exhibit H.
17. Emergency Medical Responses – Federal Agency personnel are not funded, trained or equipped to respond to medical emergencies. Under no circumstances will Federal Agency resources be dispatched for medical emergencies.

#### **G. SHARING FACILITIES:**

Administrative/Training: Sharing of facilities for the purpose of training is beneficial for all agencies to this agreement; therefore there will be no charge for the use of Agencies' facilities for training.

**Incidents:** Agencies to this agreement agree that the use of facilities will be free for the first twenty-four hours (24) for incident support. After 24 hours facilities will be rented to the other agency. Facilities such as fire stations and work centers are not designed to support the large numbers of personnel involved in incidents. Bases and camps need to be established if the incident goes beyond initial attack and/or a large number of personnel is required by the incident.

## **H. PROTECTION ORGANIZATION & RATES:**

See the Agency Rate Tables in Exhibit E.

## **I. COST SHARE:**

Cost share agreements must be easily understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process. Jurisdictional agencies should implement a method to track costs that occur outside of the cost share period (e.g., assign resources new incident order numbers and establish new agency-specific accounting codes).

A cost share agreement will be developed on the basis of one or a combination of the following four criteria:

1. Initial Attack Agreement (mutual aid)
2. Acres Burned
3. You Order, You Pay (YOYP)
  - a. A unified ordering point is required and agencies agree to who will order which resources.
  - b. On-incident support costs may be split by the percentage of agency requested resources.
  - c. Off-incident support costs are paid for by the ordering unit.
4. Cost Apportionment

Fire cost tracking and accountability (i.e. air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

An after-action fiscal review may be conducted at the request of any Party.

**Cost Shared Items:** The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive. Costs associated with, and incurred by, incident generated resource orders are typically shared.

- a. Aircraft Costs - Aircraft (fixed and rotor wing) and associated retardant and personnel costs.
- b. Equipment Costs - Emergency equipment used to support the incident.
- c. Incident Cache Costs - Cache costs may include refurbish, replacement, resupply, and labor costs.

- d. Incident Rehabilitation Costs - Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.
- e. Initial Attack Resource Costs - Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, the provisions in the Cooperative Agreement associated with this AOP for initial attack assistance at no cost do not apply.
- f. Off-Incident Support Sites - Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are typically not ordered for a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies should establish separate cost share agreements for these items.
- g. On-Incident Support Costs - Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
- h. Personnel Costs - Costs of assigned incident personnel including the IMT, crews, casuals, etc.
- i. Transportation Costs - Costs associated with movement of resources to and from an incident.
- j. Administrative Surcharge - The Parties to this agreement will not charge each other an Administrative Surcharge. Resources obtained via external agreements which include an administrative surcharge are allowable.

Non-Cost Shared Items: The following lists items that are typically not cost shared:

- a. Accountable Property - Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
- b. Administrative Overhead Costs - Costs of agency personnel, support, and services not directly assigned or ordered by an incident. These include normal operating expenses such as basic utility costs, buildings and facilities rent, administrative support, and personnel. These costs are usually agency-specific, unless addressed in master or cost share agreements.
- c. Claims Costs - Responsibility for tort claims or extraordinary settlement costs will be addressed through a separate agreement between agencies.
- d. Move Up and Cover Costs - Includes additional costs over and above base salary of "backfilling" agency personnel to meet agency-specific staffing requirements.
- e. Post-Incident Rehabilitation Costs - Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.

Final Cost Determination: Costs will be determined by using agency financial records.

Transfer of Responsibility Procedures: When Incident Management Teams (IMTs) are rotated, the departing team must brief their counterparts on all cost sharing agreements and documentation to date, and provide copies of these documents. If there is a change in the Agency Administrators or representatives the departing Agency Administrators shall brief and

provide copies of any existing cost sharing agreements and documentation to the incoming Agency Administrators to ensure the incoming Agency Administrators have a clear understanding of all the decisions and agreements used to develop the final cost share percentages and conditions that will be used to generate the final cost share agreement.

Wildland Fire Protection Program (WFFP). If the District/Department is covered under a WFFP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, NDF will be a signatory Party on the cost share. The District/Department is required to notify NDF Duty Officer of any wildland fire within their jurisdiction that may require a cost share agreement. NDF will assume an active role in the development of cost share agreements.

#### **J. COMPENSATION FOR SERVICES:**

This portion of the AOP establishes standard payment rates and billing procedures for equipment and personnel used for the purpose of this agreement.

It is understood that no Party is entering this plan to make a profit from assisting the other, but rather, developing a method of recovering legitimate expenses. Every effort will be made by the Parties to minimize costs.

1. Within Mutual Aid Period: No billing will occur for expenses with the mutual aid period except for the resources identified as assistance-by-hire.
2. Resources working beyond Mutual Aid Period: The Supporting Agency will bill the Protecting Agency for actual costs incurred for assistance provided and identified as reimbursable. Resources exceeding the mutual aid period will be billed retroactively for the full period from the time of initial dispatch.
3. Incident Billing Documentation: Federal, State and Local cooperators should receive an OF-288, Emergency Firefighter Time Report for each resource assigned to the incident. Resources are to ensure that OF-288s are complete and accurate prior to demobilization from the incident. Incident agencies are not to submit OF-288s to the agency payment center on behalf of the federal (excluding Forest Service AD employees), State or Local cooperators. (Note: On smaller local incidents, an SF-261, Crew Time Report, signed by an incident supervisor will suffice in place of an OF-288.)

OF-286, Emergency Equipment Use Invoice, shall not be completed by the incident agency for federal, state and local cooperator vehicles (including rental vehicles) nor should any type of equipment invoice be submitted to the Protecting Agency payment center on behalf of the federal, State or Local cooperators. Supporting Agencies will bill the Protecting Agency for vehicle use based on work time recorded on the OF-288 using the guidelines below.

It is recommended that District/Department resources utilize Exhibit I when checking in with Finance personnel at an incident to avoid confusion regarding which forms are required to be completed for District/Department resources.

Non-Billable Items: The following items are NOT considered billable by the Parties:

- a. Agency overhead personnel performing agency specific duties and not assigned to the incident
- b. Non-expendable accountable property
- c. Interest and indemnities payments
- d. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
- e. False Alarms with the exception of assistance by hire resources and their associated supporting costs

Billable and Shareable: Indirect Costs Not On Resources Orders – There are associated costs that both State, District/Department and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance-by-Hire. While, on the surface, they are not ordered “by and for the incident,” they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. These activities may not be “documented” on a resource order and will be billed using agency specific financial system reports. Examples include, but are not limited, to:

- a. Dispatchers
- b. Airbase Costs - Includes salaries, travel expenses, retardant and supplies associated with the airbase in support of the incident.
- c. Warehouse/Cache - Includes local and regional cache personnel and associated transportation costs when performing activities in support of the incident.
- d. Mobilization Centers - Includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- e. Travel Per Diem/Transportation Costs - Includes mileage and lodging/meals and incidental expenses incurred while enroute to/from the incident or not provided at the incident. These expenses shall not exceed the published General Services Administration (GSA) allowable rates. Exception: Those instances where the GSA lodging rate (excluding room taxes) cannot be obtained shall be documented and copies of the documentation shall be provided with the billing invoice.
- f. Temporary Incident Payment Center Activity - Includes personnel performing activities in support of the incident, which may include salaries, travel expenses,

- supplies and temporary facility rental.
- g. Agency Support Cost Covered Under Specific Labor Agreements - Includes cost of lodging/per diem and related mileage to and from the incident.
  - h. Personnel Backfill - Backfill coverage for shift firefighters assigned to fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed.
  - i. Invoice Preparation - Includes charges by agency staff for the preparation of incident billing documents/packages.
  - j. Correction Officers - All time for State correction officers will be fully reimbursable. Base pay and overtime is reimbursable if there is no back fill. If the Department of Corrections back fills then only overtime for the correctional officer and backfill is reimbursable.
  - k. Compensated Days off at End of Incident - It is agreed that employees of the Parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of their employing agency, and shall not be entitled to compensation or other benefits of any kind other than that specifically provided by the terms of their employment.

#### 4. Billing Submission:

On fires where costs are incurred pursuant to the terms of this agreement, the Supporting Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is declared out. If final costs are not known at that time, an estimated amount will be provided to the Protecting Parties. Contested items will be resolved by the Parties signatory to this Operating Plan. If consensus cannot be reached, those items of concern will be elevated to the next higher level of management for resolution. Payment shall be made to the Supporting Party within 90 days after receipt of the billing invoice.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other Party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.

#### Federal Agency Billings:

Submit bills to the District/Department whenever the District/Department is the protecting agency and billing is appropriate. If the District/Department is covered under a WFPP agreement with Nevada Division of Forestry (NDF) and the incident falls under that agreement, billings will be submitted to NDF for payment.

Truckee Meadows Fire Protection District  
Charles A. Moore, Fire Chief  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520-0027

**District/Department Billings:**

“Off-season” billing reimbursement requests for federal fires will be sent directly to the appropriate federal agency.

- a. BLM/BIA Jurisdictional Fires: All billings for both in-state and out-of-state BLM/BIA jurisdictional fires will be billed to the BLM District Office.

United States Department of the Interior  
Bureau of Land Management  
Carson City District Office  
Attention: Fire Management Officer  
5665 Morgan Mill Road  
Carson City, NV 89701

- b. FS Jurisdictional Fires: All billings for both in-state and out-of-state FS jurisdictional fires will be billed to the Humboldt-Toiyabe National Forest.

United States Forest Service  
Humboldt-Toiyabe National Forest  
Attention: Incident Business  
1200 Franklin Way  
Sparks, NV 89431

- c. U.S. Fish and Wildlife (FWS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with FWS, submit billings to:

USDI, Fish and Wildlife Service  
Attention: Incident Business Lead  
3833 South Development Avenue  
Boise, ID 83705

- d. National Park Service (NPS) Fires: Refer to local Cooperative Fire Protection Act (CFPA) agreement for billing instructions. If no CFPA is in place with NPS, submit billings to:

USDI, National Park Service

Attention: Incident Business Lead  
3833 South Development Avenue  
Boise, ID 83705

- e. State Fires (Out of State): Submit all billings for state fires outside the state of Nevada to the Humboldt-Toiyabe National Forest.
5. **Billing Content:** A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories if required by a cost share agreement. Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order or other supporting documentation. Documentation in support of the billing will include:
- a. Invoice, including:
    - i. Cooperator name, address, phone number, and agency financial contact.
    - ii. Agreement number.
    - iii. Incident name, incident number and financial accounting code.
    - iv. Dates of the incident covered by the billing.
  - b. Summary cost data for the amount being billed. Use costs reports generated by the agency to support the billing whenever possible.
  - c. Copies of resource orders and other supporting documentation (i.e., WildCAD). Receipts should be in the form of photocopies.
  - d. Copies of applicable cost share agreements.
  - e. Cost share split report (if applicable)

6. **Payment Due Dates:** All bills will have a payment due date 90 days after date of issuance.

This AOP is valid until replaced.

**K. AUTHORIZED REPRESENTATIVES:**

By signature below, each Party certifies that the individuals listed in this document as representatives of the individual Parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the Parties hereto have executed this instrument as of the last date entered below.

\_\_\_\_\_  
Charles A. Moore, Fire Chief  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kitty K. Jung, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Date

William A. Dunkelburger, Forest Supervisor  
USDA, Forest Service  
Humboldt-Toiyabe National Forest

Date \_\_\_\_\_

Ralph Thomas, District Manager  
USDI, Bureau of Land Management  
Carson City District

Date \_\_\_\_\_

Robert Towne, District Manager  
Winnemucca District  
Bureau of Land Management

Date \_\_\_\_\_

**The authority and format of this instrument have been reviewed and approved for signature.**

Marjorie McVeigh, Grants and Agreements Specialist  
USDA, Forest Service  
Southwest Idaho/Nevada Group

Date \_\_\_\_\_

DAVID APPOLD, Supervisory Procurement Analyst  
USDI, Bureau of Land Management  
Nevada State Office

Date \_\_\_\_\_

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. District/Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 16-FI-11041730-088

BLM Agreement No. \_\_\_\_\_

Fire Protection District/Department Agreement No. \_\_\_\_\_

**EXHIBIT A**  
**MAP**  
**WILDLAND FIRE PROTECTION RESPONSIBILITY**

Available at this location:

<https://www.dropbox.com/sh/f7lrpgntrfq6r8/AAD4xinr8KM22WbVg-rHl62Sa?oref=e>

## EXHIBIT B LIST EMERGENCY CONTACT PERSONNEL

### Truckee Meadows Fire Protection District

Name	Title	Office	Cell	Fax
Charles A. Moore	Fire Chief	(775) 328-6123	(775) 313-8903	
Mike Heikka	Battalion Chief	(775) 742-2364	(775) 315-6649	
Vicki Van Buren	Chief Fiscal Officer	(775) 326-6070		
Sandy Francis	Administrative Office	(775) 326-6000		(775) 326-6003

### Sierra Front Interagency Dispatch Center

Name	Title	Office	Cell	Fax
Main Number		775-883-5995		
After Hours Cell			775-721-0312	
After Hours Backup			775-230-4782	
Mindy Stevenson	Center Manager	775-782-1448	775-230-4912	775-782-1441
Vacant	Asst Center Mngr	775-782-1450		775-782-1441
Helen Frazier	Intelligence Dispatcher	775-782-1453		775-782-1441
Charles Meeks	Logistics Coordinator	775-782-1455	775-560-4318	775-782-1431

### Carson Ranger District FS

Name	Title	Office	Cell	Fax
Mike Wilde	Fire Management Officer	775-884-8145	775-721-0682	775-884-8199
Ray Bennett	Asst Fire Mgmt Officer	775-884-8141	775-846-2994	775-884-8199
Charlie Dobson	Asst Fire Mgmt Officer	775-355-5379	775-846-3056	530-694-9315
Irene Davidson	District Ranger	775-884-8100	775-721-1259	775-884-8199

### Carson City District BLM

Name	Title	Office	Cell	Fax
Duty Officer	Duty Officer	775-885-6199	Forwards to cell	
Ralph Thomas	District Manager	775-885-6151		775-885-6147
Shane McDonald	Fire Management Officer	775-885-6103	775-309-7448	775-885-6106
Jonathan Palma	Asst Fire Mgmt Officer	775-885-6104	775-309-7781	775-885-6106
Adrian Grayshield	Asst Fire Mgmt Officer	775-887-3521	775-720-7443	775-885-6106
Shane Charley	Division Chief - Aviation	775-885-6182	775-720-3411	775-885-6106
Tim Roide	Division Chief - Fuels	775-885-6185	775-230-1004	775-885-6106
Billy Britt	BC 3901	775-885-6006	775-721-7107	775-885-6106
Asad Rahman	BC 3902	775-885-6195	775-309-7486	775-885-6106
Dan Gustafson	BC 3903	530-827-2220	775-291-0437	775-885-6106
Vacant	BC 3904	775-475-0350		775-885-6106
Dennis Terry	BC 3906	775-885-6197	775-781-5411	775-885-6106
Keith Barker	BC 3907	775-885-6120	775-315-6104	775-885-6106
Ryan Elliott	BC 3908	775-885-6167	775-315-6108	775-885-6106
Kevin Kranz	BC 3909	775-885-6083	775-720-8665	775-885-6106
Kevin Kelly	Supt 30	775-392-3041	775-230-1003	775-885-6106
Justin Cutler	Capt 30	775-392-3041	775-315-6113	775-885-6106

### Winnemucca District BLM

Name	Title	Office	Cell	Fax
Duty Officer	Duty Officer	775-625-3055	Forwards to cell	
Robert Towne	District Manager	775-623-1501		775-623-1503
Mike Toombs	Associate District Mgr	775-623-1516	775-384-4855	775-623-1503

FS Agreement No. **16-FI-11041730-088**

BLM Agreement No. \_\_\_\_\_

Fire Protection District/Department Agreement No. \_\_\_\_\_

Tracy Skerjanec	Fire Mgmt Officer	775-623-1705	208-869-8063	775-623-1503
Donovan Walker	Asst Fire Mgmt Officer	775-623-1526	775-304-1001	775-623-1724
Mary Loan	Zone Aviation Manager	775-623-2397	775-304-1021	775-623-1724
Dereck Messmer	Division Chief - Fuels	775-623-1583	775-304-2554	775-623-1724
Josh Henry	BC 21	775-623-1767	775-304-1007	775-623-1724
Jason Cain	BC 22	775-623-1506	775-304-2994	775-623-1724
Eric Nolan	BC 23	775-623-1793	775-455-5436	775-623-1724

## EXHIBIT C

### COMMUNICATION

RX	TONE	TX	TONE	USE
158.7450	N/A	158.4750	N/A	TM LOCAL
158.7450	N/A	159.3900	107.2	TM SLIDE
158.7450	N/A	159.3900	118.8	TM PEAVINE
158.7450	N/A	159.3900	136.5	TM VIRGINIA PEAK
158.7450	N/A	159.390	127.3	TM GERLACH
158.8800	N/A	158.8800	N/A	TM TAC 1
158.9400	N/A	158.9400	N/A	TM TAC 2

#### Federal frequencies per this Plan:

BLM frequencies per this plan:

RX	TONE	TX	TONE	USE
169.9875	146.2	169.9875	110.9	CC BLM LOCAL
169.9875	146.2	162.2375	114.8	CC BLM FAIRVIEW REPEATER
169.9875	146.2	162.2375	151.4	CC BLM CORY REPEATER
169.9875	146.2	162.2375	173.8	CC BLM FT SAGE REPEATER
169.9875	146.2	162.2375	186.2	CC BLM McCLELLAN REPEATER
169.9875	146.2	162.2375	203.5	CC BLM VIRGINIA REPEATER
171.6750	N/A	171.6750	114.8	CC BLM SCENE OF ACTION (SOA)
168.3125	N/A	168.3125	N/A	AIR TO GROUND 51

166.8750	N/A	166.8750	N/A	AIR TO GROUND 8
154.280	N/A	154.280	N/A	V Fire 21 (WHITE 1)
154.265	N/A	154.265	N/A	V Fire 22 (WHITE 2)
154.295	N/A	154.295	N/A	V Fire 23 (WHITE 3)

RX	TONE	TX	TONE	USE
172.5750	103.5	164.7250	131.8	WID STAR REPEATER
173.8250	103.5	166.2375	173.8	WID GERLACH REPEATER
171.6750	N/A	171.6750	114.8	WID BLM SCENE OF ACTION (SOA)
168.4875	N/A	168.4875	N/A	AIR TO GROUND 53
166.8000	N/A	166.8000	N/A	AIR TO GROUND 6
154.280	N/A	154.280	N/A	V Fire 21 (WHITE 1)
154.265	N/A	154.265	N/A	V Fire 22 (WHITE 2)

**H-T Frequencies**

<u>RX</u>	<u>TX</u>	<u>USE</u>
169.875	169.875	FOREST NET/SIMPLEX
169.875	170.475	FOREST NET/ REPEATER
169.975	169.975	2 <sup>ND</sup> FOREST NET/LEVIATHAN/SIMPLEX
169.975	171.425	2 <sup>ND</sup> FOREST NET/LEVIATHAN/REPEATER
168.200	168.200	NIFC Tac II

**HTF REPEATER TONES**

Tones	Frequency	Name
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins

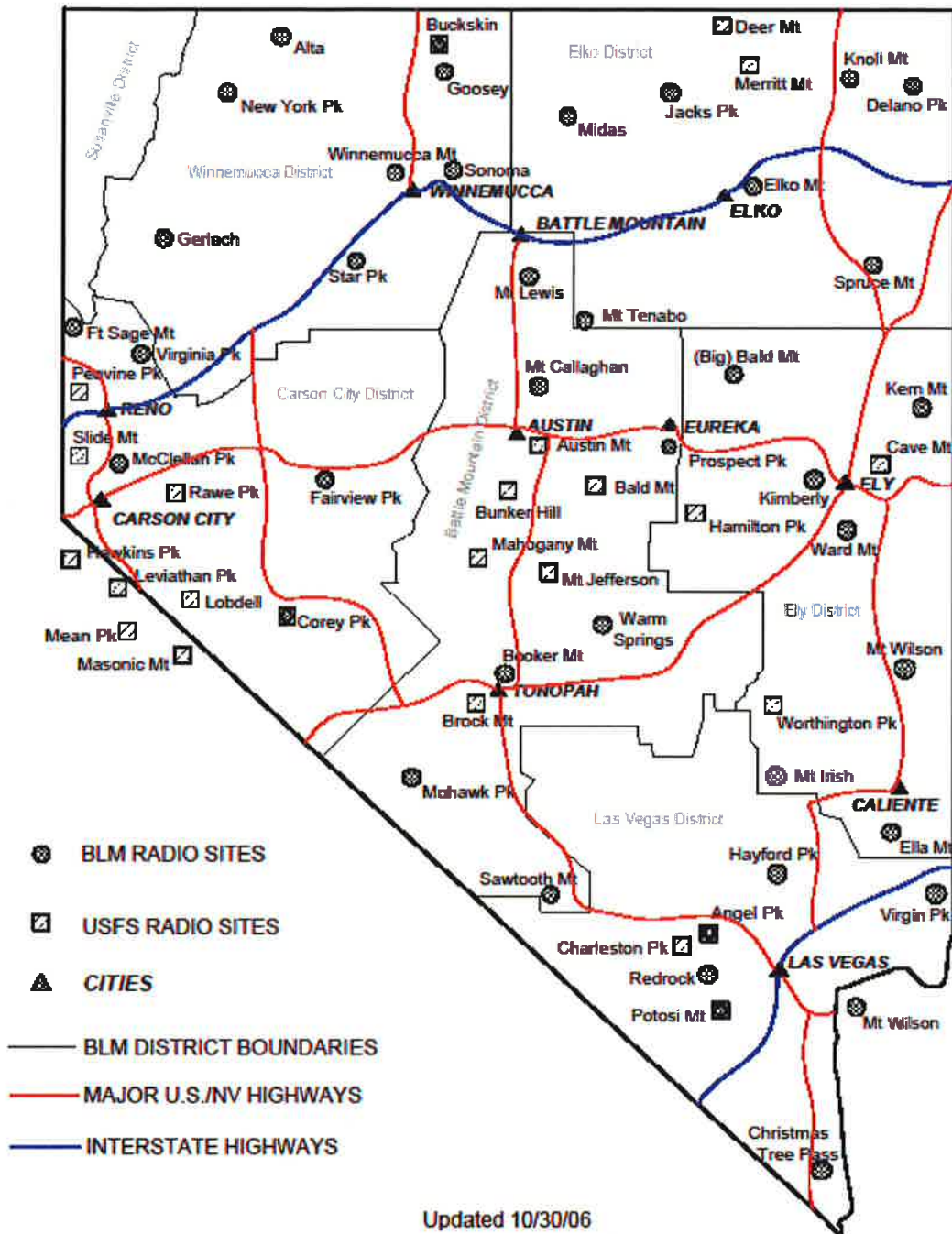
FS Agreement No. 16-FI-11041730-088

BLM Agreement No. \_\_\_\_\_

Fire Protection District/Department Agreement No. \_\_\_\_\_

4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory
8	103.5	Leviathan (2 <sup>nd</sup> Forest Net Only)

## EXHIBIT C cont REPEATER SITE MAP



## EXHIBIT D AGENCY RATE TABLES

Rates will be billed based on actual costs and may be different than the rate quoted in this document.

Upon demobilization from an incident, personnel shall be provided an approved and signed Emergency Firefighter Time Report (OF-288). On smaller incidents, a Crew Time Report (SF-261), signed by the incident supervisor shall suffice. No equipment invoice should be provided at the incident. See Exhibit I. Exhibit I should be presented to the incident upon check in.

Vehicles and equipment obtained under the Federal Excess Property Program (FEPP) will only be reimbursed for maintenance and operating costs.

Portal to portal pay provisions will be acceptable when District/Department personnel have been designated entitlement to portal to portal pay by their home agency.

Equipment is not included in portal to portal pay provisions. Equipment paid on an hourly basis per the rate schedule will be reimbursed for actual hours of work performed by the operator. Mileage will be reimbursed per the rate schedule where applicable. Federal, State and local agency equipment rates listed in the rate schedule are considered "wet" and operating costs (such as fuel) should be factored into the rate schedule. Fuel, oil and other operating supplies provided at the incident are billable by the incident agency. Operating supplies for rental vehicles are reimbursable and may be billed to the incident agency.

### FOREST SERVICE RATE SCHEDULE

Rates based on estimated actual cost to government personnel per 2016 Work Plan for Carson Ranger District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

<u>EQUIPMENT</u>	<u>BASE RATE PAY PER HOUR</u>	<u>OVERTIME RATE PER HOUR</u>
SUV	\$0.30/mi	
Pick Up	\$0.35/mi	
Engine Type III	\$6.75/mi	pump \$29.00/hr for
Engine Type IV	\$1.71/mi	pump \$27.41/hr for
Engine Type VI	\$0.69/mi	\$16.10/hr for
Engine Type VII(Patrol)	\$0.60/mi	pump \$16.10/hr for
Type III Helicopter (Bridgeport)	\$1130.00/hr	\$1220.00/hr

**PERSONNEL**

Division Chief Officer	\$51.00/hr*	\$76.50/hr*
Battalion Chief Officer	\$43.00/hr*	\$64.50/hr*
Fire Operation Specialist.	\$39.00/hr*	\$59.00/hr*
Black Mountain IHC	\$484.00/hr*	\$725.00/hr*
Brush Engine Staffing	\$165.00/hr*	\$248.00/hr*
(Staffed with Capt plus 4)		
Heli tack Crew (11 person)	\$288.00/hr*	\$432.00/hr*

\*Hazard Pay is an additional 25%

**BLM RATE SCHEDULE**

Rates based on actual cost to government personnel rates for fiscal year 2016 for the Carson City District Office. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

**Labor Cost Ranges****Ground resources:**

Firefighters	GS-3 thru GS-5	\$16.64 - \$22.41*
Engine Operators	GS-5 thru GS-6	\$26.33 - \$36.09*
Engine Captains	GS-7	\$32.61 - \$40.11*
Battalion Chiefs	GS-8 thru GS-9	\$31.86 - \$49.05*
Fire Staff IC 3's	GS-11 thru GS-12	\$42.59 - \$71.15*

**Aviation resources:**

Ramp Managers	GS-5	\$26.33*
Tanker Base Managers	GS-7 thru GS-9	\$28.77 - \$45.75*
Air Attack Manager	GS-9	\$35.19 - \$45.75*

\* (Overtime Rates are paid at Time and One Half)

**Ground Resource Vehicle Costs**

Type 3 Engine Model 14	Hourly Rate	\$166.66/hour
Type 3 Wildland	Hourly Rate	\$152.95/hour
Type 4 Engine (Unimog)	Hourly Rate	\$145.95/hour
Tatra Type 4	Hourly Rate	\$340.23/hour
Type 6 Engine Enhanced light	Hourly Rate	\$84.23/hour
Type 6 Light	Hourly Rate	\$81.53/hour
Water Tender	Hourly Rate	\$152.71/hour
D-6 / D-7 Dozer	Hourly Rate	\$121.55/hour
Dozer Transport	Hourly Rate	\$95.52/hour
Dozer Trailer	Mileage Rate	\$2.24/mile
Command Vehicles	Mileage Rate	\$1.19 /mile
IHC Crew Carriers	Mileage Rate	\$4.31 /mile
Superintendent Truck	Mileage Rate	\$1.85/mile
Utility Vehicles	Mileage Rate	\$1.22 /mile
1 Ton Warehouse Stakeside	Mileage Rate	\$1.50 /mile
2 ½ Ton Warehouse Stakeside	Mileage Rate	\$2.00 /mile

**BLM Aircraft Costs 2016**

All aviation resources will be considered assistance by hire as outlined in the Annual Operating Plan Section. Billing will include availability, flight costs, landing fees, retardant, AMD charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight.

Rates based on actual cost to government for the Carson City District Office. Billed rates will be at the actual cost and may be different than the rate quoted in this document.

**Aircraft Costs - Helicopters:**

Type I Helicopter: \$7500.00 and up per flight hour.

Type II Helicopter: \$1750.00 to \$3600.00 per hour depending on model.

Type III Helicopter: \$750.00 to \$2600.00 per hour depending on model.

Average service cost per mile for support vehicles: \$3.00 a mile.

Cost per gallon will go down after 100,000 gal., 200,000 gal. 300,000 gallons back up.

**Aircraft Costs - Retardant:**

Average retardant is \$3.55/gallon

SEAT: 800 gallon load of retardant X \$3.55 = \$2,840.00

P2V: 2,400 gallon load of retardant X \$3.55/gallon = \$8,520.00

**Aircraft Costs - Air Tankers and SEATS:**

AT-802 SEAT: \$2650.00 to \$3600.00 per hour depending on CWN contract.

P2V: \$4,500.00 to \$10,200.00 per flight hour.

BAE-146: \$10,000.00 to \$11,500.00 per flight hour.

S2: \$3,000.00 to \$3,600 per flight hour.

**Aircraft Costs - Aerial Supervision:**

Air Attack: \$750.00 to \$1500.00 per flight hour.

ASM: \$750.00 to \$1500.00 per flight hour

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

**2016 BILLING RATES**

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

**APPARATUS RATES**

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

• Structure Engine - Type I	\$190.00/hr.
• Brush Engine - Type III	\$170.00/hr.
• Water Tender	\$170.00/hr.
• Patrol Truck – Type VI	\$100.00/hr.
• Rescue	\$75.00/hr.
• Heavy Rescue	\$175.00/hr.
• Air Truck	\$150.00/hr.
• Fuel Truck	\$75.00/hr.
• Water Rescue Unit w/Boats	\$75.00/hr.
• Hazmat Unit	\$225.00/hr.
• Heavy Mechanic Truck	\$125.00/hr.

**SUPPORT VEHICLE AND EQUIPMENT RATES**

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

**County or Fire District Owned Vehicles:**

- Command Vehicle \$96.00/day plus \$0.55 per mile
- SUV/Pickup (½ ton and below) \$86.00/day plus \$0.55 cents per mile
- Pickup (¾ ton and above) \$96.00/day plus \$0.55 cents per mile
- Polaris UTV \$150.00/day (must be ordered via resource order)
- Privately Owned Vehicle \$0.55 cents per mile
- Masticator \$115.00/hr. plus fuel costs or \$44.00/hr.  
additional
- Ambulance \$125.00/hr.

**PERSONNEL RATES**

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Chief	74.63		
Division Fire Chief	71.40	107.10	
Battalion Chief	59.66	89.49	125.21
Chief Officer-Logistics	59.66	89.49	125.21
Fire Marshal	56.28	84.42	107.72
Fire Prevention Specialist	38.44	57.66	73.57
<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Logistics Captain	45.61	68.41	95.72
Fire Mechanic	34.50	51.75	66.03
Training Captain	46.94	70.41	98.51

<b>56 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Battalion Chief	42.62	63.93	89.45
Training Captain	30.48	45.72	63.97
Captain	30.48	45.72	63.97
Operator	27.16	40.73	56.99
Paramedic	25.62	38.43	53.77
Firefighter	23.05	34.58	48.38

## EXHIBIT E SAMPLE FIRE REPORT

### FINAL FIRE INFORMATION

*\*If unknown, to be filled out by dispatch or authorized signatory\**

Fire Code: \_\_\_\_\_ **\*FIRE TYPE:** 1-1 1-2 1-3 1-5 1-6 2-1 2-6 3-7

**CAUSE (Circle One):**

1) Lightning	2) Camp Fire	3) Smoking	4) Debris Burning	5) Arson
6) Equipment Use	7) Railroads	8) Children	9) Other	

**\*Reimbursable?** ☐ Yes ☐ No

**\*ACRES BURNED BY OWNERSHIP:**

1) BLM	2) BIA	3) NPS	4) FWS
5) USFS	6) Private	7) State/County	8) Other

**Ownership at Point of Origin:** ☐ BLM ☐ BIA ☐ NPS ☐ FWS ☐ USFS ☐ Private ☐ State ☐ County/City ☐ Other

**Point of Origin Latitude and Longitude in NAD 83**

Latitude: Deg. \_\_\_\_\_ Min. \_\_\_\_\_ Sec. \_\_\_\_\_ Longitude: Deg. \_\_\_\_\_ Min. \_\_\_\_\_ Sec. \_\_\_\_\_

Was fire 10 acres or more? ☐ Yes ☐ No Was fire Mapped and put into GIS? ☐ Yes ☐ No

**\*IA RESOURCES DISPATCHED:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Acres: \_\_\_\_\_

**CONTAINMENT:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Acres: \_\_\_\_\_

**CONTROL:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Acres: \_\_\_\_\_

**OUT:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**TOPOGRAPHY (Point of Origin):**

- |                    |                        |                  |
|--------------------|------------------------|------------------|
| 1) Ridgetop        | 4) Upper 1/3 of slope  | 7) Valley Bottom |
| 2) Saddle          | 5) Middle 1/3 of slope | 8) Mesa/Plateau  |
| 3) Flat or Rolling | 6) Lower 1/3 of slope  | 9) Canyon Bottom |

**ASPECT (Point of Origin):**

- |          |         |          |         |             |
|----------|---------|----------|---------|-------------|
| 0) Flat  | 2) NE   | 4) SE    | 6) SW   | 8) NW       |
| 1) North | 3) East | 5) South | 7) West | 9) Ridgetop |

**SLOPE (Point of Origin):**

- |             |              |              |              |           |
|-------------|--------------|--------------|--------------|-----------|
| 1) 0 - 25 % | 2) 26 - 40 % | 3) 41 - 55 % | 4) 56 - 75 % | 5) 76 + % |
|-------------|--------------|--------------|--------------|-----------|

**ELEVATION (Point of Origin):**

- |                |                 |                 |                 |                 |
|----------------|-----------------|-----------------|-----------------|-----------------|
| 0) 0 - 500'    | 2) 1501 - 2500' | 4) 3501 - 4500' | 6) 5501 - 6500' | 8) 7501 - 8500' |
| 1) 501 - 1500' | 3) 2501 - 3500' | 5) 4501 - 5500' | 7) 6501 - 7500' | 9) 8501 +       |

**PREDOMINANT FUEL MODEL (Circle one):**

- |                               |                               |                            |
|-------------------------------|-------------------------------|----------------------------|
| 1) Grass                      | 5) Brush                      | 9) Hardwood (Aspen/Poplar) |
| 2) Timber w/ Grass Understory | 8) Pinion/Juniper (PJ)/Timber | 12) Logging Slash          |

Wildland ☐ Wildland/Urban Interface ☐ Structures Burned or Destroyed: \_\_\_\_\_

Did the fire intersect a fuels treatment? YES ☐ NO ☐ MAYBE ☐

If Yes or Maybe, Has the local district Fuels Specialist been notified? Yes ☐ NO ☐

IC PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FS Agreement No. 16-FI-11041730-088

BLM Agreement No. \_\_\_\_\_

Fire Protection District/Department Agreement No. \_\_\_\_\_

## **EXHIBIT E SAMPLE FIRE REPORT**

### **FIRE REPORT NARRATIVE:**

Give a brief description of the suppression efforts. Include **Strategy, Tactics, and Concerns / Problems**. Document any major **decisions/observations/problems**. Include if effectiveness details of fuel treatments if applicable. Specify if any T&E species (ex. Sage Grouse) habitat was threatened and include **strategies/tactics used for protection**. Attach a map if requested.

## EXHIBIT F COST SHARE AGREEMENT

### SUPPLEMENTAL FIRE SUPPRESSION AND COST SHARE AGREEMENT

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or Local Agreement between the Agencies listed. # \_\_\_\_\_

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_

2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_ (Deg. Min. Sec)

3. Estimated Size( Acres) \_\_\_\_\_ at the time of this agreement.

4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

5. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

6. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

7. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

8. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_

9. This agreement becomes effective on: \_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.

10. Overall direction of this incident will be by \_\_\_\_\_ Unified, or by \_\_\_\_\_ Single Command structure.

POSITION	NAME(s)	AGENCY
Incident Commander		
Agency Administrator Representative		
Liaison		
Finance		
Operations		

11. Suppression action will be subject to the following special conditions and land management considerations:

12. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency	Geographic Responsibility
Agency	Geographic Responsibility
Agency	Geographic Responsibility
Agency	Geographic Responsibility

13. The Agency responsible for structural protection will be: \_\_\_\_\_  
(normally local, State, Tribal Agency)

14. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

FS Agreement No. 16-FI-11041730-088

BLM Agreement No. \_\_\_\_\_

Fire Protection District/Department Agreement No. \_\_\_\_\_

15. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

16. Other conditions relative to this agreement (Notifications, incident information, etc.):

Cooperator \_\_\_\_\_ does \_\_\_\_\_ does not have a WFPP agreement in place with NDF. If a WFPP is in place, NDF will be the payment agency on behalf of the cooperator.

Agency	Agency	Agency	NDF (WFPP Concurrence)
Signature	Signature	Signature	Signature
Title/Date	Title/Date	Title/Date	Title/Date

FS Agreement No. 16-FI-11041730-088

BLM Agreement No. \_\_\_\_\_

Fire Protection District/Department Agreement No. \_\_\_\_\_

List of Attachments (if any):

--

**EXHIBIT G****COMMUNITY AND STRUCTURE FIRE  
PROTECTION  
Guidelines for the Great Basin 2014****Background**

Protection of structures and communities is a shared partnership between the home and landowners and their fire agencies. Structure and community protection is high risk and a large cost center for all fire agencies. Clarification on what, how and where we will accomplish our structure protection roles and responsibilities must be identified. There needs to be a common expectation among all agencies and the public on how structure protection will be handled within the Great Basin.

With the increased growth in the wildland urban interface, fire agencies do not have the capability to protect all structures. The goal is to support communities and structures that can survive the effects of a wildland fire without intervention.

All fire agencies have primary responsibility for fire suppression within their respective protection areas. A strong initial attack commensurate with risk is the primary objective on all wildfires managed for suppression objectives. Fire agencies have a responsibility to attempt to prevent a wildland fire from spreading into areas where there are structures, and to assist local fire agencies in protecting communities and structures from the advancing wildland fire.

**Leaders Intent**

Our first and foremost intent is to keep our firefighters and the public safe. Secondly, once that safety can be ensured, then we will aggressively work toward keeping the wildland fire away from structures and communities. Our strategies and tactics will be based on that intent. Protecting structures from fire will not be possible in every situation. Risk to firefighters, fire behavior and availability of resources will dictate the strategies that will be used.

When there is a need to engage in structure protection, we will ensure that we are taking safe, appropriate, and reasonable tactical actions for which we are trained and equipped. Those

actions will be cost effective. State and federal agencies will limit the use of tactics such as gelling, wrapping, and extensive hazardous fuels modification.

### **Unified Efforts**

Fire agencies may have a shared responsibility for wildland fire and structure protection within the scope of their state laws, agreements and annual operating plans. Agency Administrators will discuss with their partners roles and responsibilities, what capabilities each party has, how the parties will interface with each other, and how responsibilities for costs will be addressed. Agency Administrators will provide leaders intent for structure fire protection. Incident management organizations will engage local government agencies (fire District/Departments, law enforcement, disaster services, etc.) in the planning of strategies and tactics for community and structure protection.

There are areas in the Great Basin where there is no local fire agency. Through established agreements and authorities, the wildland fire protection agencies may have the responsibility to protect structures from wildland fire. Landowners have the responsibility to determine whether there is a local fire agency that provides structure fire protection.

It is important for GBCG members to:

- **Partner** with communities, home and landowners to identify what actions can be taken to mitigate potential wildland urban interface losses, and identify financial and technical assistance opportunities.
- **Identify** how the parties will work together when the wildland fire impacts another's protection or jurisdictional responsibility.
- **Establish** agreements and/or local operating plans to identify roles and responsibilities prior to the wildland fire.

### **Capabilities**

Wildland fire agencies have no capability or responsibility to do structure fire suppression. Some local fire agencies may have limited capability within their own areas of jurisdiction to respond to a wildland fire. It is important to understand what capability they do have and if they have options to reach out to others such as mutual aid, to enhance that capability.

### **Definitions**

The following are defined:

**Wildland Fire Protection:** Protecting natural resources and municipal watersheds from damage from any fire that occurs in the wildland. State, tribal and federal forestry or land management and some local government agencies normally provide wildland fire protection.

**Structure Protection:** Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishment of spot fires near or on

the structure. The protection can be provided by both the rural and/or local government fire District/Department and wildland fire protection agencies.

**Structure Fire Suppression:** Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training. This is the responsibility of local government entities; however there are areas where there is no structural fire agency in place.

***This supersedes any prior Community and Structure Fire Protection guidelines developed by NRCG or GBCG.***

**EXHIBIT H**  
**NOTICE TO INCIDENT FINANCE PERSONNEL**

**BILLING DOCUMENTATION REQUIREMENTS FOR  
NEVADA COOPERATOR PERSONNEL/EQUIPMENT**

The Truckee Meadows Fire Protection District has an existing Agreement and AOP with the Humboldt-Toiyabe NF, Carson City District and Winnemucca District (BLM). Per those documents cooperators are only required to report hours of work for personnel. Equipment costs will be reimbursed based on the hours/days worked for the operators.

**COOPERATOR PERSONNEL**

Personnel will provide to Finance approved Crew Time Reports. Please process CTRs per normal business rules. Provide the personnel with completed and signed OF-288s upon their demobilization from your incident.

**COOPERATOR EQUIPMENT**

***DO NOT*** complete or process OF-286s for cooperator equipment. Past issuance of OF-286s has resulted in duplicate payments for the cooperator.

**DO NOT** submit any cooperator documentation directly to an agency payment center.

If you have any questions regarding this information, please contact:

**COOPERATOR**

Truckee Meadows Fire Protection District  
Vicki Van Buren, Chief Fiscal Officer  
[vlvanburen@tmfpd.us](mailto:vlvanburen@tmfpd.us)  
775-326-6070

**FOREST SERVICE**

Humboldt-Toiyabe NF  
Irene Burkholder, Incident Business Specialist  
[imburkholder@fs.fed.us](mailto:imburkholder@fs.fed.us)  
775-355-5364

**BLM**

NV State Office  
Brenda DeBerg, State Incident Business Specialist  
[bdeberg@blm.gov](mailto:bdeberg@blm.gov)  
775-861-6574  
775-722-7055 (cell)



## MEMORANDUM

October 7, 2016

To: Board of Fire Commissioners  
Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: Fire Chief's Report and Statistics for August 2016

This report highlights fire district operations for the month of August 2016 and presents statistical summaries for career and volunteer operations and training.

Highlights of other District activities are as follows:

### Hazardous Materials Tox-Medic Training.

Following approval for funding from the Regional Haz-mat team (TRIAD) TMFPD medics were sent to a specialty program to develop skills for the Haz-mat team which allows for the treatment of team members and citizens during a hazardous material incident. This type of specialty program was deemed a necessity based on the considerable variety of chemicals the team can potentially come into contact with. These potential exposures can involve complex chemical reactions, compatibility issues, and the need for decontamination prior to transport to definitive medical care. The hazmat technician qualified paramedic on a dedicated ALS apparatus is most appropriately suited to handle these situations. This pilot program will address the increased scope of practice, addition of specialized equipment, cost of operation, and training of paramedic personnel prior to implementation. TMFPD Engine 14 will be the first engine company selected for this high level training program, as they are currently meet the certification prerequisites and staff a licensed ALS apparatus. The addition of a specialized toxicology based medical plan to the team will enhance their ability to provide the best possible care to the citizens and responders.

### Standards of Cover Progress Report.

ESCI will have a draft Standards of Cover assessment completed next month for possible review by the Board at the November regular meeting.

## Moore, Charles

---

**From:** Schum IV, Joseph M  
**Sent:** Thursday, June 02, 2016 3:31 PM  
**To:** Moore, Charles  
**Cc:** Ketring, Chris T  
**Subject:** Citizen Feedback

Chief Moore,

I know you like to hear about positive feedback from the community. While it may not be newsworthy, the crew's actions were greatly appreciated. Let me explain.

On May 26, 2016 a citizen approached me at the grocery store to say thank you. He stated the crew from station 14, "saved my life last fall." Through the conversation I was able to obtain that the call he was referring to occurred on October 5, 2015 (INC#9581). He stressed that he thought he was dying and that the fire engine got there quicker than the ambulance to start treatment. He and his wife wanted me to pass on their gratitude and support of TMFPD.

I am keeping my word to pass this up our chain so the crew may be recognized and thanked. Captain Kryzstof, FEO Curns, and FF/PM Walsh were assigned to E14 that day. This single incident goes to show that we make a positive impact on our community every day, even if we see it as "no big deal, just doing my job."

Kind Regards,

**Joe Schum**

*Fire Captain  
Truckee Meadows Fire Protection District  
Main - (775) 326-6000  
Station 18C - (775) 677-6892*



*"Committed to excellence, service, and the protection of life and property in our community."*

To our Community Fire Department,

**YOUR KINDNESS**  
**was so thoughtful.**



You responded to our house, 5/12  
at 18552 Spicer Lake Ct.

I had, had an accident, actually  
tripped & fell in our front yard trying  
to get to our doggie. My injuries were  
very serious, a femur (almost compound)  
fracture and also broken foot. It has  
been a tough recovery, but so many  
blessings for which my husband and I  
have thanked God---a big one was your

dept. Sorry I don't remember names, but you  
preserved my dignity and were medically →

skillful in discernment and quick in response.

We are very blessed to have such a qualified and caring Fire Department in our little community.

**DaySpring**  
LIVE YOUR FAITH

God Bless you!

Brian & Pamela Bronk

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# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

**August 2016**

The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

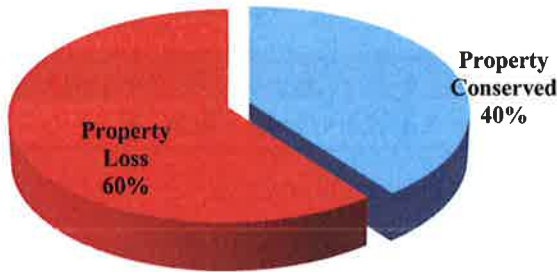
Monthly Call Volume by Station & Type													
INCIDENT TYPE	STATION/DISTRICT												
	13- Stead	14- Damonte Ranch	15- Sun Valley	16- E. Washoe Valley	17- Spanish Springs	18- Cold Springs	30- W. Washoe Valley	35- Verdi/Caughlin	36- Arrowcreek	37- Hidden Valley	39- Galena Forest	Other	TOTAL
Structure Fire	2		1				2						5
Wildland Fire	2	2	4		1	2			1			9	21
Vehicle/Trash/Other Fire	1	1	6	2		1	1						12
Emergency Medical Services	60	42	162	20	84	51	4	26	25	28	3		505
Motor Vehicle Accident	7	2	12	2	6	4	2	5	2	1	4	1	48
Rescue					1			1		1	1		4
Haz-Mat/Hazardous Condition	2	1	6		3	1	1	1	1				16
Public Assist	4	7	16		4	4	1	3	1			1	41
Good Intent Call	22	8	25	1	29	13	4	6	4	22	4		138
Activated Fire Alarm	2	5		3	6	2		3	3		3		27
Severe Weather Related													0
Other													0
<b>AUGUST 2016 TOTAL</b>	<b>102</b>	<b>68</b>	<b>232</b>	<b>28</b>	<b>134</b>	<b>78</b>	<b>13</b>	<b>47</b>	<b>36</b>	<b>53</b>	<b>15</b>	<b>11</b>	<b>817</b>
<b>AUGUST 2015 TOTAL</b>	<b>93</b>	<b>68</b>	<b>201</b>	<b>35</b>	<b>168</b>	<b>70</b>	<b>6</b>	<b>40</b>	<b>38</b>	<b>46</b>	<b>18</b>	<b>46</b>	<b>829</b>

*In the month of August, 2016 the TMFPD responded to 817 incidents, for a cumulative total of 9,279 incidents in the past twelve months.*

**AGENDA ITEM #6B**

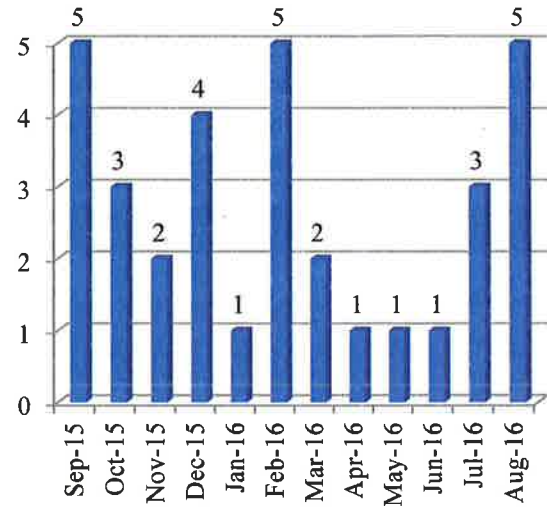
### Fire Loss to Value Comparison – August 2016

#### August 2016 Fire Loss/Save



Total Structure Value: \$ 820,178  
 Total Structure Conserved: \$ 326,179  
 Total Structure Loss \$ 493,999

#### Structure Fires



#### Rolling Year Statistics

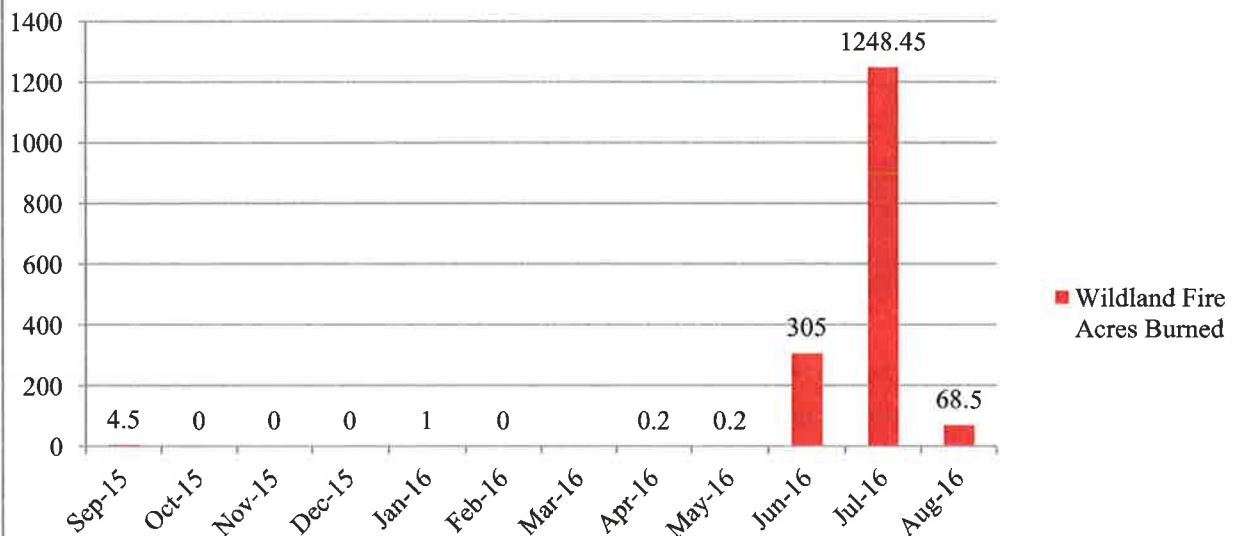
TMFPD responded to 5 structure fires in August 2016, for a total of 33 structure fires in the past year.

■ Structure Fires

\*Includes incidents only in Truckee Meadows Fire Protection District. Mutual Aid and Automatic Aid calls are excluded from this graph.

### Wildland Fires - August 2016

#### One Year History: Wildland Fire Acres Burned



In the month of August 2016, 68.5 acres were burned. As of August 31, 2016, 1627.85 burned in the past twelve months.

**Mutual Aid Given and Received - August 2016**

<b>Mutual Aid Given &amp; Received by Department</b>		
<b>DEPARTMENT</b>	<b>AID GIVEN</b>	<b>AID RECEIVED</b>
Bureau of Land Management	10	2
California Dept of Forestry	2	
Carson City FD	4	1
Eastfork FD		1
Nevada Division of Forestry	1	1
North Lake Tahoe FPD	2	1
North Lyon County FPD	1	1
Pyramid Lake Fire	1	2
Reno FD	6	5
Reno/Sparks Indian Colony	2	
Sierra County, CA		
Sparks FD	7	7
Storey County FPD		5
Truckee Fire, CA	3	1
US Forest Service	1	1
<b>TOTAL</b>	<b>40</b>	<b>28</b>

The TMFPD received aid 28 times from neighboring agencies and provided aid 40 times based on NFIRS reporting standards. Additional responses to/from the TMFPD may have occurred but did not meet the NFIRS definitions for automatic or mutual aid. Only incidents where representatives from two or more entities are on scene together qualify as aid given or received by an agency. When one entity handles an incident for another jurisdiction without assistance, the incident is not classified as auto/mutual aid according to NFIRS, and neither are responses where one entity cancels its response prior to arriving at the incident.

## **SIGNIFICANT INCIDENTS**

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5/1	Herman/Berkbigler
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2/4	Lucey/Hartung
Station 39 – Galena Forest	2/1	Lucey/Berkbigler

*Stations are predominantly within the Commissioner's District as listed above.*

### **Incidents:**

#### **Structure Fire – Station 35 (Mogul); 345 Lakeview Drive**

##### **Commission District 5**

##### **Mutual Aid: Reno Fire, Sparks Fire**

On August 2<sup>nd</sup> at 19:09 hours, units were dispatched to a structure fire in District 35, on Lakeview Drive. Crews arrived on scene to find a 4000 square foot house with attached garage 50 percent involved with fire. Defensive operations were established with primary goal of protection of surrounding structures and to stop wildland extension. Because this area of Verdi does not have any hydrants, additional water tenders were immediately requested as well as two more after arriving on scene. Crews established a draft out of the power company ditch and layed in 2800 feet of 5 inch supply line to the scene so resources on scene had adequate water supply. Fire progression was stopped and extensive overhaul began. The last unit cleared the scene the following day at 13:30 hours after all hot spots had been extinguished. The crews did an excellent job at containing the fire to the structure of origin, based on limited water supply.

4 TM Engines, 2 TM Water Tenders, 2 TM Chief Officers, Tenders from Verdi, Lemmon Valley and Silver Lake Volunteer Stations, 1 RFD Engine, 1SFD Water Tender, 3 apparatus from BLM, and personnel from USFS responded to this incident.

**Wildland Fire – Station 18 (Cold Springs); Jackpot Fire  
Commission District 5  
Automatic Aid Provided to BLM**

1<sup>st</sup> narrative (Heikka)

On August 6<sup>th</sup> at 20:13 hours, crews responded to a wildland fire in Cold Springs. Upon arrival, crews found a 10 to 20 acre fire burning in BLM jurisdiction in red flag conditions, and threatened numerous structures off of Red Rock Rd north of Silver Knolls. Unified command was established with BLM. Voluntary evacuations of approximately 50 homes were issued. The fire burned nearly 1,700 acres and was contained on 8/7/2016 at 19:40 hours. The Jackpot Fire was 97% BLM and 3% private land located within the Truckee Meadows Fire Protection District. No structures were lost and no injuries to firefighters or the public.

1 TM Engine, 3 TM Brush Engines, 2 TM Water Tenders, 1 TM Service Vehicle, 2 TM Training Officers, 2 TM Chief Officers, multiple engines and tenders from Silver Lake, Verdi, Lemmon Valley, Red Rock and South Valleys Volunteer Stations, and all neighboring fire jurisdictions responded to this incident.

**Search & Rescue – Station 17 (Spanish Springs); North of the Needles area of Pyramid Lake  
Commission District 5  
Automatic Aid to Pyramid Lake**

On August 12<sup>th</sup> at 12:48 hours, crews received report of an aircraft down. The pilot was walking to a highway and was suffering from dehydration. Crews from TMFPD and Pyramid Lake VFD responded along with Tribal Police to find the pilot. Chief Pelt located the pilot and returned him to the scene of the aircraft. The pilot attempted to land on a straight stretch of road, and just as he set down, he noticed a cattle guard that was hidden by brush along his path. He attempted to avoid the obstacle, but made contact with both wings, forcing a hard landing. TMFPD units were released and returned to quarters, while the TM Chief Officer assisted Pyramid Lake Fire with coordination with FAA and the NTSB.

1 TM Engine, 1 TM Training Officer, and 1 TM Battalion Chief responded to this incident.

**Structure Fire – Station 13 (Stead); 9350 Gremlin  
Commission District 5  
2 in/2 out Required**

On August 12<sup>th</sup> at 18:56 hours, crews responded to a report of a possible brush fire in the Gremlin Way area of Lemmon Valley. While responding, dispatch reported that there were reports of a structure fire in the same area. Lemmon Valley Volunteers arrived first on scene and initiated an offensive attack on an out building and several vehicles that were fully involved. WCSO was requested due to the numerous bystanders that were hampering operations. The fire covered an area approximately 1/5<sup>th</sup> of an acre and actively burning on all sides, threatening structures. TM crews arrived on scene and assumed fire attack as well as structure protection for the residence to the rear of the incident address. Once all supply lines were established, the fire was knocked down and loss stop occurred. Overhaul operations were initiated, and it was determined that a large amount of yard debris and junk were involved in the fire, along with a 20' x 30' storage shed and 3 cars. Lemmon Valley Volunteers remained on scene with TM crews to assist with completing the overhaul.

1 TM Battalion Chief, 1 TM Training Officer, 1 TM Water Tender, 1 TM Engine, 2 TM Brush Engines, 1 Brush Engine and 1 Rescue from Lemmon Valley Volunteer Station responded to this incident.

**Wildfire – Station HQ; Elko, Humboldt, and Pershing Counties (Sand Pass and Izzenhood BLM Incidents)**

On August 17<sup>th</sup> at 08:00 hours, crews responded to a Multi-Agency Task Force request to assist the Winnemucca and Elko District of the BLM with numerous wildland fires. Crews were on assignment from 8/17/16, returning on 8/19/16.

1 TM Battalion Chief, 1 TM Brush Engine with a crew of four, and teams from RFD and SFD responded to this incident.

**Wildland Fire – Station 17 (Spanish Springs); Eagle Canyon Road in Hungry Valley  
Commission District 4  
Automatic Aid to BLM**

On August 17<sup>th</sup> at 15:01 hours, units were dispatched to a wildland fire determined to be on BLM land entering Hungry Valley. The fire was approximately 3 acres in size and burning to the south around a small hill. No structures were threatened, however there were thunderstorms forming within the region posing a threat of erratic winds. Resources from TMFPD, Sparks Fire, BLM, USFS, NDF, and Raven 3 worked together to quickly contain the fire. The fire was investigated and determined that it was started by target shooting. No injuries or damage to equipment. The scene was turned over to BLM within two hours of the initial arrival of TMFPD units.

3 TM Brush Engines, 1 TM Water Tender, 1 TM Battalion Chief, 1 Silver Lake Volunteer Water Tender, 1 Lemmon Valley Volunteer Brush Engine, SFD, USFS, BLM, NDF, and Raven 3 responded to this incident.

**Natural Gas Leak – Station 17 (Spanish Springs); 100 West Sky Ranch Court**

**Commissioner District 4**

**Automatic Aid received from Sparks Fire**

On August 17<sup>th</sup> at 17:48 hours, crews were dispatched to a possible natural gas leak. A homeowner was installing fence posts when he dug into the ground and severed the gas line leading to his meter. Residents within the cul-de-sac were sheltered in place in their residents and the cul-de-sac isolated from traffic due to strong winds blowing the escaping gas throughout the area. NV Energy arrived on scene and after an extensive search was able to locate a valve that controlled gas to the entire cul-de-sac. The leak was secured, residents were allowed to come and go, and TM crews released the scene to NV Energy.

1 TM Battalion Chief, 1 TM Engine, and Sparks Fire responded to this incident.

**Hazmat Investigation – Station 37 (Hidden Valley); Mustang Rd. and Mustang Ranch Rd.**

**Commission District 2/4**

**2 in/2 out Required**

**Automatic Aid received from Storey County**

On August 22, at 11:51 hours, NHP and Storey County SO discovered an abandoned trailer on the side of the road. They were concerned the trailer showed signs of a meth lab. TMFPD responded with Storey County to investigate the situation. An interview of the officers and troopers on scene, plus signs of unknown products prompted a cursory entry by the Hazmat Technicians. The entry revealed that no hazardous chemicals existed in the trailer and that the jars contained expired and rotting food products. The scene and the trailer were released to law enforcement as an abandoned vehicle.

2 TM Engines, 1 TM Haz Mat Officer, 1 TM Battalion Chief, 1 SCFD Engine and 1 SCFD Rescue Unit responded to this incident.

**Structure Fire – Station 35 (Mogul); 10040 Raccoon Court**

**Commission District 5**

**Mutual Aid: Reno Fire E11**

On August 26 at 13:22 hours, units were dispatched to a reported structure fire in Mogul. Engine 35 was committed to a medical incident; therefore mutual aid was requested from Reno Fire. TM crews arrived on scene first to find nothing showing at dispatched address, however there was one victim of burns standing at the curb. Engine 35 arrived next in after being released from their previous incident, and the medic was assigned to patient care while the operator and

Captain were assigned to check for fire extension into the walls. The fire had originated in the kitchen and was contained to stove area with some extension into the cabinets above. Crews stopped the fire before extension was into the structural members, and crews began to ventilate the structure. CareFlight was requested to the scene to take burn victim directly to the burn center at UC Davis, and a landing zone was established in the cul-de-sac. Crews landed CareFlight, who assumed patient care and the victim was flown direct to the burn center, the house was ventilated and secured, and all units were released.

3 TM Engines, 1 TM Safety Officer, and 3 TM Chief Officers responded to this incident.

### **Training**

- Continue new hire training
- Monthly TRIAD HazMat training
- Specialty Health – Health and Wellness Programs
- Water Supply
- Water Rescue
- Hearing Conservation
- EMS – Allergies and Anaphylaxis Advanced
- EMS – Allergies and Anaphylaxis Basic
- EMS – Advanced Airways: Intubation and Beyond
- Company EMS Training

### **Accomplishments**

- Completed Hydrant Testing
- Hidden Valley Elementary Public Safety Fair
- Wildfire Preparedness - Montreaux
- Service AEDs
- Honor Guard Service/Procession for USFS funeral
- Hosted Ride Alongs



# VOLUNTEER FIRE DEPARTMENT MONTHLY REPORT

**August 2016**

The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

Monthly Call Volume by Station & Type									
STATION/DISTRICT									
VOLUNTEER RESPONSE: INCIDENT TYPE	221-Silver Lake VFD	223 - Lemmon Valley VFD	225 - Wadsworth (Pyramid Lake VFD)	227, 237, 301 - South Valleys VFD	229 - Palomino Valley Auxiliary	240 - Red Rock VFD	242 - Gerlach VFD	351 - Verdi VFD	TOTAL
Structure Fire	1	2		2		1		1	7
Wildland Fire	4	4						1	9
Vehicle/Trash/Other Fire									0
Emergency Medical Services		4				10			14
Motor Vehicle Accident			1			3	1		5
Rescue									0
HazMat/Hazardous Condition						1			1
Public Assist		1							1
Good Intent Call	2		1	2	1	3	2		11
Activated Fire Alarm		1							1
Severe Weather Related									0
Lightning Plan									0
Other									0
<b>AUGUST 2016 TOTAL</b>	<b>7</b>	<b>12</b>	<b>1</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>17</b>	<b>5</b>	<b>49</b>

*In the month of August, 2016 the Truckee Meadows Volunteers responded to 49 incidents. (Wadsworth Volunteers operate under Pyramid Lake Volunteer Fire Department. Incidents listed for the Wadsworth Volunteer Station 225 are specific to responses in the Truckee Meadows Fire Protection District boundary, and do not include responses into tribal territory.)*

**AGENDA ITEM #6C**

## **SIGNIFICANT INCIDENTS**

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

<b>Station by Commission District</b>		
<b>Station</b>	<b>District</b>	<b>Commissioner</b>
Station 13 – Stead	5	Herman
Station 14 – Damonte Ranch	2	Lucey
Station 15 – Sun Valley	3/5	Jung / Herman
Station 16 – East Washoe Valley	2	Lucey
Station 17 – Spanish Springs	4	Hartung
Station 18 – Cold Springs	5	Herman
Station 30 – West Washoe Valley	2	Lucey
Station 35 – Mogul	5/1	Herman/Berkbigler
Station 36 – Arrowcreek	2	Lucey
Station 37 – Hidden Valley	2/4	Lucey/Hartung
Station 39 – Galena Forest	2/1	Lucey/Berkbigler

*Stations are predominantly within the Commissioner's District as listed above.*

### **Incidents:**

**Structure Fire – Station 35 (Mogul); 345 Lakeview Drive**

**Commission District 5**

**Mutual Aid: Reno Fire, Sparks Fire**

On August 2<sup>nd</sup> at 19:09 hours, units were dispatched to a structure fire in District 35, on Lakeview Drive. Crews arrived on scene to find a 4000 square foot house with attached garage 50 percent involved with fire. Defensive operations were established with primary goal of protection of surrounding structures and to stop wildland extension. Because this area of Verdi does not have any hydrants, additional water tenders were immediately requested as well as two more after arriving on scene. Crews established a draft out of the power company ditch and layed in 2800 feet of 5 inch supply line to the scene so resources on scene had adequate water supply. Fire progression was stopped and extensive overhaul began. The last unit cleared the scene the following day at 13:30 hours after all hot spots had been extinguished. The crews did an excellent job at containing the fire to the structure of origin, based on limited water supply.

4 TM Engines, 2 TM Water Tenders, 2 TM Chief Officers, Tenders from Verdi, Lemmon Valley and Silver Lake Volunteer Stations, 1 RFD Engine, 1SFD Water Tender, 3 apparatus from BLM, and personnel from USFS responded to this incident.

**Wildland Fire – Station 18 (Cold Springs); Jackpot Fire  
Commission District 5  
Automatic Aid Provided to BLM**

1<sup>st</sup> narrative (Heikka)

On August 6<sup>th</sup> at 20:13 hours, crews responded to a wildland fire in Cold Springs. Upon arrival, crews found a 10 to 20 acre fire burning in BLM jurisdiction in red flag conditions, and threatened numerous structures off of Red Rock Rd north of Silver Knolls. Unified command was established with BLM. Voluntary evacuations of approximately 50 homes were issued. The fire burned nearly 1,700 acres and was contained on 8/7/2016 at 19:40 hours. The Jackpot Fire was 97% BLM and 3% private land located within the Truckee Meadows Fire Protection District. No structures were lost and no injuries to firefighters or the public.

1 TM Engine, 3 TM Brush Engines, 2 TM Water Tenders, 1 TM Service Vehicle, 2 TM Training Officers, 2 TM Chief Officers, multiple engines and tenders from Silver Lake, Verdi, Lemmon Valley, Red Rock and South Valleys Volunteer Stations, and all neighboring fire jurisdictions responded to this incident.

**Structure Fire – Station 13 (Stead); 9350 Gremlin  
Commission District 5  
2 in/2 out Required**

On August 12<sup>th</sup> at 18:56 hours, crews responded to a report of a possible brush fire in the Gremlin Way area of Lemmon Valley. While responding, dispatch reported that there were reports of a structure fire in the same area. Lemmon Valley Volunteers arrived first on scene and initiated an offensive attack on an out building and several vehicles that were fully involved. WCSO was requested due to the numerous bystanders that were hampering operations. The fire covered an area approximately 1/5<sup>th</sup> of an acre and actively burning on all sides, threatening structures. TM crews arrived on scene and assumed fire attack as well as structure protection for the residence to the rear of the incident address. Once all supply lines were established, the fire was knocked down and loss stop occurred. Overhaul operations were initiated, and it was determined that a large amount of yard debris and junk were involved in the fire, along with a 20' x 30' storage shed and 3 cars. Lemmon Valley Volunteers remained on scene with TM crews to assist with completing the overhaul.

1 TM Battalion Chief, 1 TM Training Officer, 1 TM Water Tender, 1 TM Engine, 2 TM Brush Engines, 1 Brush Engine and 1 Rescue from Lemmon Valley Volunteer Station responded to this incident.

**Wildland Fire – Station 17 (Spanish Springs); Eagle Canyon Road in Hungry Valley  
Commission District 4  
Automatic Aid to BLM**

On August 17<sup>th</sup> at 15:01 hours, units were dispatched to a wildland fire determined to be on BLM land entering Hungry Valley. The fire was approximately 3 acres in size and burning to the south around a small hill. No structures were threatened, however there were thunderstorms forming within the region posing a threat of erratic winds. Resources from TMFPD, Sparks Fire, BLM, USFS, NDF, and Raven 3 worked together to quickly contain the fire. The fire was investigated and determined that it was started by target shooting. No injuries or damage to equipment. The scene was turned over to BLM within two hours of the initial arrival of TMFPD units.

3 TM Brush Engines, 1 TM Water Tender, 1 TM Battalion Chief, 1 Silver Lake Volunteer Water Tender, 1 Lemmon Valley Volunteer Brush Engine, SFD, USFS, BLM, NDF, and Raven 3 responded to this incident.

## TRAINING AND ACTIVITY

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
Lemmon Valley VFD	CECBEMS Airway Management Basic	1	1	1
	CECBEMS Back Injury Prevention	2	1	2
	CECBEMS Bleeding and Shock Basic	1	1	1
	CECBEMS CNS Injuries Basic	1	1	1
	CECBEMS Diet & Nutrition	1	1	1
	CECBEMS Orotracheal Intubation	1	1	1
	Health & Wellness	1	1	1
	Hearing Conservation	4	1	4
	NFPA 1001 Ground Ladders	1	1	1
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2	2	4
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2	2	4
	Structure Protection Strategies in the Wildland/Urban Interface	1	5	5
	Water Supply	2	1	2
	Workplace Stress	2	1	2
<b>Lemmon Valley VFD Total</b>				<b>34</b>
Red Rock VFD	CAPCE CNS Injuries Advanced	1	1	1
	CECBEMS Back Injury Prevention	1	1	1
	CECBEMS Heat Illness and Emergencies	1	1	1
	CECBEMS Orotracheal Intubation	1	1	1
	Gerlach Volunteer monthly training: Infection Control, N95 fit testing, radio review, FireRMS reporting, training website, target solutions.	1	8	8
	Hearing Conservation	1	1	1
	NFPA 1001 Ground Ladders	1	1	1
<b>Red Rock VFD Total</b>				<b>14</b>
Silver Lake VFD	CECBEMS Bleeding and Shock Basic	1	1	1
	CECBEMS Diet & Nutrition	1	1	1
	CECBEMS Methamphetamine	1	2	2
	Review operation of model 14 fire apparatus	3	1	3
	Driver Training Documentation	1	1	1
	Health & Wellness	1	1	1
	RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	1	2	2
	RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	1	2	2
<b>Silver Lake VFD Total</b>				<b>18</b>

STATION	ACTIVITY	CREWS	HOURS PER	TOTAL HOURS
South Valleys VFD	CECBEMS Bleeding and Shock Basic	1	1	1
	CECBEMS CNS Injuries Basic	1	1	1
	Wildland Practical Drill-2016	1	3	3
<b>South Valleys VFD Total</b>				<b>5</b>
Verdi VFD	CECBEMS Bleeding and Shock Basic	1	1	1
	CECBEMS CNS Injuries Basic	1	1	1
	CECBEMS Diet & Nutrition	1	1	1
	CECBEMS Obstetrical Emergencies Basic	1	1	1
	Blitz attack drill with E-35 using E-351 as first in engine on a residential structure fire. Size-up, 360 walk around practice for acting captain, deck gun usage, 2.5" attack line usage, exposure protection.	4	2	8
	Relay pumping. E-351 laid 900ft of 5" supply hose (from Bridge St. and Lakeview Dr.) to a dry hydrant draft site located near Station 351. TM career engines completed the LDH lay (from Bridge St. and Lakeview Dr.) to the attack pumper with E-36 acting as the relay pumper. E-351 drafted from the canal for ~6 hours to supply the LDH lay.	4	6	24
	Driving Safety	1	1	1
	Hand & Power Tool Safety	1	1	1
	Hazard Communication	2	1	2
	Hearing Conservation	1	1	1
	Lock-Out / Tag-Out	2	1	2
<b>Verdi VFD Total</b>				<b>43</b>



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** September 30, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Authorization to reinstate one (1) previously frozen flexibly staffed Fire Prevention Specialist I/II Position at a salary range of \$55,140.80 to \$78,811.20. (All Commission Districts)

### SUMMARY

Authorization to reinstate one (1) previously frozen flexibly staffed Fire Prevention Specialist I/II Position at a salary range of \$55,140.80 to \$78,811.20.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

On May 17, 2016 the Board approved the FY 16/17 Budget to include freezing one vacant Fire Prevention Specialist Position.

### BACKGROUND

When the District stood up in 2012, it was contemplated the Fire Prevention Division would have three employees in the Division. The Division has been operating with between 1 and 2 employees. The service area is experiencing a boom in construction and the number of permits submitted to the District for review has increased substantially. The position of Fire Prevention Specialist is technical in nature and it is difficult to find qualified applicants. The District has also been limited in its ability to promote fire prevention programs because of limited staff.

The District recently recruited to fill one open position of Fire Prevention Specialist I/II. Fortunately, the recruiting process considered a number of well qualified candidates for this position. Considering the current workload of fire prevention and a desire to increase community outreach, this agenda item requests an approval to hire a third employee for fire prevention by reinstating an existing fire prevention specialist position which is now frozen position and bring the Fire Prevention Bureau to a total of three employees. If approved, the fire prevention bureau would consist of a Fire Marshal and two Fire Prevention Specialists.

### FISCAL IMPACT

The current salary range of this position is \$55,140.80 starting for Fire Prevention Specialist 1 to \$78,811.20 for Fire Prevention Specialist 2 (top of range). There is sufficient funding within the

District's Budget due to an unexpected decrease in premium for the Districts Liability Insurance when Sierra Fire Protection District and Truckee Meadows Fire Protection District merged into one District on July 1, .2016.

**RECOMMENDATION**

It is recommended that the Board authorizes the reinstatement of one (1) previously frozen flexibly staffed Fire Prevention Specialist I/II Position at a salary range of \$55,140.80 to \$78,811.20.

**POSSIBLE MOTION**

Should the Board agree with staff' recommendation, a possible motion could be:

*"I move to authorize the reinstatement of one (1) previously frozen flexibly staffed Fire Prevention Specialist I/II Position at a salary range of \$55,140.80 to \$78,811.20."*



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** October 3, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Approve the purchase of fourteen (14) X Series ® Manual Monitor/Defibrillators with accessories and training from ZOLL Medical Corporation in the amount of \$438,686.50. (All Commission Districts)

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### SUMMARY

This item is for the approval of the purchase of fourteen (14) X Series ® Manual Monitor/Defibrillators with accessories and training from ZOLL Medical Corporation in the amount of \$438,686.50

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

May 17, 2016, the Board of Fire Commissioners approved the District's FY 16/17 Budget and adopted the Capital Improvements Plan for Fiscal Year 2017 which included funding for the replacement of EKG monitors.

### BACKGROUND

Staff exercised due diligence to secure the lowest available pricing for this equipment. The prices are in accordance with the agreement with the Lake Tahoe Regional Fire Chiefs Association (LTRFCA), based on the Los Angeles County contract. Pricing is extended to Truckee Meadows Fire Protection District (TMFPD) as a member of the LTRFCA. This pricing is significantly lower than the pricing available through the contract competitively bid by the League of Oregon Cities RFP #520, and made nationally available by NPPGov, of which TMFPD is also a member.

This purchase is exempt from competitive bidding per NRS 332.115.1(c,d) which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment, and that repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person. This purchase includes a trade-in credit for the oldest and obsolete generation of monitors, allowing crews to move the previous generation monitors to be stocked on the brush engines, and provides the newest generation of monitors for the engines in order to advance our EMS program while saving the District money. Supplies and accessories for the previous generation of monitors is fully compatible with the new generation of monitors

**FISCAL IMPACT**

The District's approved FY16/17 Capital Budget includes sufficient funding for the purchase of these monitors in the amount of \$438,686.50.

**RECOMMENDATION**

Staff recommends approval of the purchase of fourteen (14) X Series ® Manual Monitor/Defibrillators with accessories and training from ZOLL Medical Corporation in the amount of \$438,686.50

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to approve the purchase of fourteen (14) X Series ® Manual Monitor/Defibrillators with accessories and training from ZOLL Medical Corporation in the amount of \$438,686.50."*

**TO: Truckee Meadows Fire Protection District**

1001 East Ninth Street  
Reno, NV 89512

Attn: **Alex Kukulus, Battalion Chief**

email: [akukulus@tmfcd.us](mailto:akukulus@tmfcd.us)

Tel: 775-762-0638

**CPR Stat- Padz (X Series) Promo****ZOLL Medical Corporation**

Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION 225295 V:5**

DATE: October 03, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2241411-01	<b>X Series® Manual Monitor/Defibrillator \$14,995</b> with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" ( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.  <b>Accessories Included:</b> <ul style="list-style-type: none"><li>• Six (6) foot 3- Lead ECG cable</li><li>• MFC cable</li><li>• MFC CPR connector</li><li>• A/C power adapter/ battery charger</li><li>• A/C power cord</li><li>• One (1) roll printer paper</li><li>• 6.6 Ah Li-ion battery</li><li>• Carry case</li><li>• Declaration of Conformity</li><li>• Operator's Manual</li><li>• Quick Reference Guide</li></ul> <b>• One (1)-year EMS warranty</b>  <b>Advanced Options:</b> <b>Real CPR Help Expansion Pack \$ 995</b> CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) <ul style="list-style-type: none"><li>• See - Thru CPR artifact filtering</li></ul> <b>ZOLL Noninvasive Pacing Technology: \$2,550</b>	14	\$43,370.00	\$30,359.00	\$425,026.00 *
<b>This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.</b>						<b>Page 1 Subtotal \$425,026.00</b>

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015  
OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Kimberly Tanner  
Sr. EMS Territory Manager  
916-798-7644



**TO: Truckee Meadows Fire Protection District**

1001 East Ninth Street  
Reno, NV 89512

Attn: **Alex Kukulus, Battalion Chief**

email: [akukulus@tmfpd.us](mailto:akukulus@tmfpd.us)

Tel: 775-762-0638

**CPR Stat- Padz (X Series) Promo**

**ZOLL Medical Corporation**

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(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION 225295 V:5**

**DATE:** October 03, 2016

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>  <b>SP02, SpCO &amp; SpMet \$6,895</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet) <b>NIBP Welch Allyn includes: \$3,495</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Oridion Microstream Technology: \$4,995</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set  <b>Two Temperature monitoring channels with digital displays: \$ 995</b> Order Temperature probes separately				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	14	\$245.00	\$171.50	\$2,401.00 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	14	\$845.00	\$591.50	\$8,281.00 *
4	8000-0580-01	Six hour rechargeable Smart battery	28	\$495.00	\$346.50	\$9,702.00 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

**Page 2 Subtotal \$445,410.00**

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7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Kimberly Tanner  
Sr FMS Territory Manager  
916-798-7644



**TO: Truckee Meadows Fire Protection District**

1001 East Ninth Street  
Reno, NV 89512

Attn: **Alex Kukulius, Battalion Chief**

email: [akukulius@tmfpd.us](mailto:akukulius@tmfpd.us)

Tel: 775-762-0638

**CPR Stat- Padz (X Series) Promo**

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(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION 225295 V:5**

**DATE:** October 03, 2016

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	11	\$945.00	\$661.50	\$7,276.50 *
6	8775-0032	Post-Install Training (8 hrs) - classroom, maximum 15 people/class, 8am to 5pm, includes travel/expenses	1	\$1,800.00	No Charge	No Charge ***
7	8900-0400	CPR stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	14	\$560.00	No Charge	\$0.00 ****
8	8777-005022	Biomed Training (2- Day) for E Series, M Series, M Series CCT, Propaq MD and R Series	1	\$5,995.00	No Charge	No Charge ***
9	4001-9928	ZOLL M-Series Biphasic w/ Pacing + 1 parameter (Includes CCT) Trade-In	14		(\$1,000.00)	(\$14,000.00) **
<p>* Reflects the Lake Tahoe Regional Fire Chief Association 2016 contract pricing</p> <p>** Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p>						

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**Page 3 Subtotal**

**\$438,686.50**

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Kimberly Tanner  
Sr. EMS Territory Manager  
916-798-7644



TO: Truckee Meadows Fire Protection District

1001 East Ninth Street  
Reno, NV 89512

Attn: Alex Kukulus, Battalion Chief

email: [akukulus@tmfpd.us](mailto:akukulus@tmfpd.us)

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(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

**QUOTATION 225295 V:5**

DATE: October 03, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>*** Reflects discount pricing</p> <p>**** One (1) No Charge case of CPR Stat Padz are available for each XSeries ordered that have the Interpretive 12-Lead ECG Parameter and CPR Expansion Pack. These no charge items are available for orders placed prior to September 30, 2016.</p> <p><u>No charge items and trade in values only valid with a Purchase Order received by 12/31/16</u></p>				
TOTAL						<b>\$438,686.50</b>

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Kimberly Tanner  
Sr. EMS Territory Manager  
916-798-7644

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as **Equipment**). Any **acceptance** of such offer is expressly limited to the terms of this Quotation, including these **General Terms and Conditions**. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgment by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** October 3, 2016  
**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)  
**SUBJECT:** Approve the purchase of eleven (11) Chest Compression Systems from Physio-Control Inc. in the amount of \$165,487.39. (All Commission Districts)

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### SUMMARY

This item is for the approval of the purchase of eleven (11) Chest Compression Systems from Physio-Control Inc. in the amount of \$165,487.39.

**Strategic Objective supported by this item:** *Safe, Secure and Healthy Communities*

### PREVIOUS ACTION

October 20, 2015, The Board accepted a Special Fund Grant from Washoe County to purchase a Chest Compression System for Truckee Meadows Fire Protection District's Station 17.

### BACKGROUND

This purchase is exempt from competitive bidding per NRS 332.195: Joinder or mutual use of contracts by governmental entities. Pricing for this purchase is per NASPO Contract #SW300 v2.

The District purchased a Chest Compression System last year from a special grant. The district will now be purchasing another 11 chest compression devices to outfit every TMFPD type 1 apparatus. The addition of these devices will allow for more efficient cardiac arrest management, decrease responder fatigue, and maintain a consistent level of high quality chest compressions.

### FISCAL IMPACT

The District's approved FY16/17 Capital Budget includes sufficient funding for the purchase of these Chest Compression Systems in the amount of \$165,487.39.

### RECOMMENDATION

Staff recommends approval of the purchase of eleven (11) Chest Compression Systems from Physio-Control Inc. in the amount of \$165,487.39.

### POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

*"I move to approve the purchase of eleven (11) Chest Compression Systems from Physio-Control Inc. in the amount of \$165,487.39."*



**Physio-Control, Inc**  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
www.physio-control.com  
tel 800.442.1142  
fax 800.732.0956

To Alex Kukulus  
Truckee Meadows Fire Protection District  
1001 E. 9th Street  
RENO, NV 89512  
(775) 326-6000  
[akukulus@tmfpd.us](mailto:akukulus@tmfpd.us)

Quote Number 00055231  
Revision # 1  
Created Date 10/4/2016  
Sales Consultant Todd Long  
FOB Destination  
Terms All quotes subject to credit approval and the following terms and conditions  
NET Terms NET 30

Contract NASPO #SW300 v2

Expiration Date 10/30/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11576-000037	Stabilization strap (neck, 4-pack)	3.00	345.00	-52.92	292.08	876.24
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	11.00	712.40	-132.16	580.24	6,382.64
11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	11.00	134.60	-19.80	114.80	1,262.80
11576-000055	LUCAS 2 Power Supply Cord	11.00	358.80	-81.32	277.48	3,052.28
11576-000060	LUCAS 2 Stand-alone Battery Charger	11.00	1,128.40	-207.35	921.05	10,131.55
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	11.00	15,220.00	-2,148.92	13,071.08	143,781.88

Subtotal USD 165,487.39  
Estimated Tax USD 0.00  
Estimated Shipping & Handling USD 0.00

Grand Total USD 165,487.39

**Pricing Summary Totals**

List Price Total USD 194,131.20  
Total Contract Discounts Amount USD -28,643.81  
Total Discount USD 0.00  
Trade In Discounts USD 0.00  
Tax + S&H USD 0.00

Quote Number: 00055231

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number TL/71179

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



# TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

## STAFF REPORT

Board Meeting Date: October 18, 2016

Fire Chief \_\_\_\_\_  
Finance \_\_\_\_\_  
Legal \_\_\_\_\_  
Risk Mgt. \_\_\_\_\_  
HR \_\_\_\_\_

**DATE:** October 4, 2016

**TO:** Truckee Meadows Fire Protection District Board of Fire Commissioners  
Sierra Fire Protection District Board of Fire Commissioners

**FROM:** Charles A. Moore, Fire Chief  
Phone: (775) 328-6123 Email: [cmoore@tmfpd.us](mailto:cmoore@tmfpd.us)

**SUBJECT:** Presentation, discussion and possible approval of a renewal of a Cooperative Agreement and corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and City of Reno for automatic and mutual aid. (All Commission Districts)

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### SUMMARY

This item is a presentation, discussion and possible approval of a renewal of a Cooperative Agreement and corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and City of Reno for automatic and mutual aid.

**Strategic Objective supported by this item:** *Safe, secure and healthy communities*

### PREVIOUS ACTION

On March 24, 2015 the Board of Fire Commissioners heard a supplemental report of the Blue Ribbon Committee for Regional Fire Service, presented by the Blue Ribbon Committee Chair, Sarah Chvilicek. The findings of the Blue Ribbon Committee were recapped including the Committee's recommendation for automatic aid.

On September 21, 2015 the Board of Fire Commissioners approved a Cooperative Agreement to include a corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and City of Reno for automatic and mutual aid.

### BACKGROUND

The Nevada State Legislature passed Senate Bill No. 185 that amends Chapter 475 of NRS. The statute requires the emergency fire-fighting vehicle located closest to a structure or brush fire to respond regardless of jurisdiction (paraphrased). The Agreement and legislation expire on June 30, 2017.

Following discussions with the Reno Fire Chief, it is our collective desire to renew the cooperative agreement for a new term beginning on or about November 1, 2016 to June 30, 2019.

The agreement provides for dispatching of the closest firefighting resource for structure and brush fires regardless of jurisdiction. The process has been working well since inception. Below is a summary of the response experience.

Response summary related to responses as defined by closet unit responding:

Incident Type	Description	Count
Fire Brush and Structure Fire only	Automatic Aid Received	3
	Automatic Aid Given	12

### **FISCAL IMPACT**

There has been no cost impacts related to exceeding operational periods and time thresholds identified in the Annual Operating Plan. Should that happen in the future, there is sufficient budget authority and funds within the approved 2016/17 budget. TMFPD has emergency fire funds to pay these expenses.

### **RECOMMENDATION**

Staff recommends approval of a Cooperative Agreement and corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and City of Reno for automatic and mutual aid.

### **POSSIBLE MOTION**

A possible motion to staff could be:

*"I move to approve the Cooperative Agreement and corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and City of Reno for automatic and mutual aid."*

COOPERATIVE AGREEMENT BETWEEN  
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
and the  
CITY OF RENO

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District, a Fire District formed under NRS Chapter 474 ("Truckee Meadows"), and the City of Reno, a municipal corporation ("Reno"), on behalf of the Reno Fire Department. (The parties may also be referred to in the singular as an "agency" or in the plural as "agencies.") This Agreement becomes effective when all governing bodies have approved the Agreement by an adopted resolution.

RECITALS

**WHEREAS**, each of the above-named agencies maintains and operates fire/rescue organizations within their respective jurisdictions; and

**WHEREAS**, the parties desire to serve the best interests of the public and citizens of their respective jurisdictions; and

**WHEREAS**, on occasion each agency experiences fires or other emergencies of such a magnitude that assistance of other fire response agencies would be beneficial in addressing such emergencies; and

**WHEREAS**, the parties desire to enter into a cooperative agreement pursuant to the Nevada Revised Statutes in order to provide for the circumstances and procedures under which the agencies will provide assistance to one another in responding to fire and other emergencies, including both mutual and automatic aid; and

**WHEREAS**, the parties agree that, pursuant to SB 185 (2015), each entity is responsible for establishing and defining the geographic areas for automatic aid so as to cause the fire-fighting vehicle located closest to a structure fire or brush fire to respond, regardless of jurisdiction; and

**WHEREAS**, the parties desire to supersede all previous Mutual and Auto Aid Agreements between Reno and the District, including, but not limited to, the Cooperative Agreement executed on September 21, 2015;

**NOW, THEREFORE**, based upon the foregoing recitals which are incorporated by this reference, the parties mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

**1. Definitions.** The following terms shall have the meanings ascribed to them:

a. Agency Representative. A Chief Officer who has been delegated the authority to make decisions regarding the agency's participation at the incident.

b. AOP. An annual operating plan jointly prepared and agreed to by the parties at a meeting to be scheduled as close to annually as conveniently possible amongst the parties, which plan shall include current rates for use of each agency's equipment and personnel, a list of principal personnel of each agency, descriptions of the areas negotiated by the parties where automatic or mutual aid is required according to law and any other items identified in this Agreement. If an AOP has not been executed for the current fiscal year, the most recently executed AOP shall remain effective.

c. Assistance by Hire. The provision of fire suppression or support resources to another agency on a reimbursement basis in connection with situations other than Mutual Aid or Automatic Aid situations. All reimbursement shall be based upon rates established in the 2016 AOP attached hereto as Exhibit A.

d. Automatic Aid. An arrangement pursuant SB 185 (2015) in which the Agency that is responsible for the emergency fire-fighting vehicle located closest to a structure or brush fire is required to respond to and take all measures necessary to suppress the fire regardless of whether the fire occurs within the territory served by the Agency.

e. Mutual Aid. An arrangement in which a Requesting Agency has the ability to specifically request the assistance of a Responding Agency in connection with an incident requiring fire suppression services, to which the Responding Agency is obligated to respond, subject to the parameters set forth herein.

f. Requesting Agency. An agency in whose jurisdiction an incident requiring Mutual Aid or Automatic Aid occurs.

g. Responding Agency. The agency providing Mutual or Automatic Aid to the Requesting Agency.

**2. Request for Mutual Aid.** When a Requesting Agency determines that Mutual Aid is necessary to provide the best fire suppression services to an incident occurring in its jurisdiction, an Agency Representative may make a request to an Agency Representative of the Responding Agency in the most expedient manner possible. The preferred contact information for such circumstances shall be set forth in the AOP. Nothing in this provision shall prevent an agency from using other known telephone numbers to obtain assistance as expediently as possible, provided, however, that neither agency may submit a request for mutual aid on the radio frequency of the other agency.

**3. Mutual Aid Resource Determination.** When a request for Mutual Aid occurs, an Agency Representative of the Responding Agency shall determine, in his sole and absolute discretion, whether it has sufficient resources available to provide Mutual Aid and respond to the request. If an Agency Representative determines that the Responding Agency has the resources available to respond to the request for assistance, the Responding Agency shall furnish to the Requesting Agency whatever requested firefighting equipment, career personnel, and facilities that are available in the jurisdiction of the Responding Agency. Nothing in this provision shall be construed to require a Responding Agency to reduce the level of resources available in its jurisdiction below the level deemed reasonably necessary by the Responding Agency, in its sole and absolute discretion, to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

**4. Automatic Aid.** When a Responding Agency receives an Automatic Aid dispatch call to an area negotiated by the parties as an automatic-aid area as described in the AOP attached as Exhibit A, the appropriate apparatuses shall be automatically dispatched to the incident by the Responding Agency in accordance with the terms of the AOP.

**5. Communications.** In both Mutual Aid and Automatic Aid situations, the operating frequency shall be designated by the Requesting Agency's dispatch center, concurrently with the request for assistance (in a Mutual Aid situation) or the automatic dispatching of Responding Agency assistance (in an Automatic Aid situation). All subsequent communications regarding the incident shall be to the Requesting Agency's dispatch center on the designated frequency.

**6. Incident Management.** In any incident triggering Mutual Aid under this Agreement, the personnel of the Requesting Agency shall remain in command of the incident, unless the command of the incident has been transferred to another agency or to an incident management team. In any incident triggering Automatic Aid, the agency arriving first shall assume incident command. In Automatic aid incidents, command will be passed to the Requesting Agency as soon practicable upon the arrival of a career officer of the Requesting Agency. In either Mutual Aid or Automatic Aid situations, the agency or incident management team in command may direct and supervise the equipment, facilities and personnel provided by the Responding Agency through the operation of this Agreement. The incident commander shall be a qualified career fire officer. In situations in which the Requesting Agency initially establishes command in the absence of a qualified career fire officer, command shall be transferred to a qualified career fire officer upon arrival of the Responding Agency, until such time as a qualified career fire officer from the Requesting Agency arrives at the incident.

**7. Reimbursement.** Unless otherwise provided in the Agreement, the following reimbursement terms shall apply in connection with requests for Mutual Aid and Automatic Aid:

a. Duration of response shall be calculated from the time of the request to the Responding Agency (in a Mutual Aid situation) or automatic dispatching of Responding Agency resources (in an Automatic Aid situation).

b. Non-reimbursable durations of response:

i. Mutual Aid for all fire based services shall be provided without expectation of reimbursement for the first twelve (12) hours of response. In the event that the Responding Agency remains on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.

ii. Automatic Aid for all fire based services shall be provided without expectation of reimbursement for the first twelve (12) hours of response. The requesting agency shall make all diligent and reasonable efforts to release the Responding Agency from an incident as soon as practical and possible. In the event that the Responding Agency remains on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of automatic dispatching of the Responding Agency resources.

The above time frames for Mutual Aid or Automatic Aid may be re-evaluated and modified

pursuant to Paragraphs 16 and 22 of this Agreement.

c. In the event that a Mutual Aid incident lasts longer than twelve (12) hours, or an Automatic Aid situation lasts longer than twelve (12) hours, reimbursement to the Responding Agency shall be invoiced and paid in accordance with the reimbursement rates established in the AOP. On multi-jurisdictional incidents and/or incidents that threaten both jurisdictions, the Agencies agree to jointly develop a cost-share agreement which details a fair distribution of the financial responsibilities of the incident.

d. Reimbursement rates shall be calculated as follows:

i. Equipment. The parties' equipment rate schedules are attached to the AOP as an Exhibit, are incorporated herein by this reference, and may only be changed as allowed in Paragraphs 16 and 22 of this Agreement.

ii. Personnel. The parties' personnel rates are attached to the AOP as an exhibit, are incorporated herein by this reference, and may only be changed as allowed in Paragraphs 16 and 22 of this Agreement. The Responding Agency will bill and provide supporting documentation to the Requesting Agency for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident by the requesting agency. Rates are documented in the AOP. Reimbursement will not be provided for both "backfill" and resources mobilized to an incident.

iii. Calculation. All equipment and personnel rates shall be rounded up to the nearest 1/4 hour.

iv. Documentation. Billing shall include documentation of times and rates.

e. In connection with incidents in which reimbursement is triggered pursuant to the terms of this Agreement, the Responding Agency shall submit an invoice or estimate for reimbursement as soon as reasonably possible, but no later than ninety (90) days after the incident. If the total cost is not known at the time of initial billing, or if additional costs are identified thereafter, additional invoices may be submitted to the Requesting Agency. Payment on the invoice shall be made within sixty (60) days after receipt. The parties understand and acknowledge that if this Agreement is in effect, FEMA will not reimburse the Responding Agency for the aid services provided pursuant to this Agreement.

f. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other agency; however, in no circumstance may an invoice for reimbursement pursuant to this Agreement be submitted more than 180 days after an incident.

g. A separate invoice shall be submitted for each incident. Invoices shall be identified by incident name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories including apparatus type, engine number, and personnel responded. Invoices for fire based emergencies shall not include administrative overhead or other costs not requested by the authority having jurisdiction.

Documentation in support of the billing shall include:

- i. Invoice with total amount requested
- ii. Narrative cover letter
- iii. Incident cost summaries
- iv. CAD Report and other supporting documentation
- v. Copies of applicable cost share agreements

In no circumstances shall either agency agree to or pay incident charges on behalf of the other agency without first obtaining express written permission of the other agency.

h. If reimbursement is allowable under Mutual Aid or Automatic Aid, as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Agency's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable.

**8. Assistance by Hire.** Except for instances of Mutual Aid and Automatic Aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution and shall not be reimbursed. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP following the agencies' joint written agreement to change those rates as allowed in Paragraphs 16 and 22 of this Agreement.

**9. Hazmat Team.** All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.

**10. Equipment.** The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence or willful acts or omissions by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.

**11. Incident Report.** For services rendered pursuant to this Agreement, the Responding Agency to a mutual aid incident shall, upon request, provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.

**12. Worker's Compensation.** For the limited purpose of the exclusive remedy set forth in NRS 616A.020, during circumstances where one party to this Agreement is providing Mutual or Automatic Aid to the other party, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS Chapter 617

each party shall provide such benefits to its own employees at its own expense.

The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

**13. Independent 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 incident under this Agreement. Nothing contained in this 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.

**14. Hold Harmless.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and case law. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

**15. Third Party Beneficiaries.** This Agreement is not intended to create, or to be construed to create, any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.

**16. Integration and Modification.** This Agreement and the attached AOP constitute the entire agreement of the parties and 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 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.

**17. Severability.** If any provision of this agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement.

**18. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

**19. 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 engage in the cooperative action set forth in this Agreement.

**20. 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.

**21. Ratification.** This Agreement shall become effective when all governing bodies have approved this Agreement by an adopted resolution pursuant to NRS 277.045. This Agreement shall remain in full force and effect unless terminated or amended as provided below.

**22. Amendment.** The parties may amend this Agreement or the AOP at any time by an endorsement made in writing and approved by the Truckee Meadows Fire Protection District and the Reno City Council.

**23. Termination.** The Agencies understand that SB 185 (2015 Session), which requires the Agencies to provide automatic aid to one another will expire on June 30, 2017, unless such provisions are extended by the legislature. Notwithstanding the expiration date contained in SB 185, the Agencies wish to extend the term of this Agreement to June 30, 2019. Any Agency may terminate this agreement upon 30 days' written notice to the other Agencies. The Agencies shall strive to review the Agreement and the AOP annually to determine if any modifications are necessary. If the Agencies do not have the opportunity to review the Agreement or the AOP prior to the beginning of the next fiscal year, this Agreement and the AOP shall remain in force and effect until amended or terminated pursuant to this paragraph.

**24. Notices.** All notices regarding this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection  
Fire Chief Charles A. Moore  
P.O. Box 11130  
Reno, NV 89520

Reno Fire Department                      and  
ATTN: Fire Chief  
P.O. Box 1900  
Reno, NV 89505

Reno City Attorney's Office  
P.O. Box 1900  
Reno, NV 89505

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

**25. Execution in Counterparts and Signatures.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature shall be valid for all purposes.

IN WITNESS WHEREOF, The parties hereto have caused this Cooperative Agreement between Truckee Meadows Fire Protection District and the City of Reno to be executed as of the last date written below.

\_\_\_\_\_  
Kitty Jung, Chair  
Truckee Meadows Fire Protection District  
Board of Fire Commissioners

\_\_\_\_\_  
Hillary Schieve, Mayor  
City of Reno, Nevada

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest by:**

**Attest by:**

\_\_\_\_\_  
Washoe County Clerk

\_\_\_\_\_  
City Clerk, City of Reno

**Approved as to Form:**

**Approved as to Form**

\_\_\_\_\_  
David Watts Vial  
Washoe County Deputy District Attorney

\_\_\_\_\_  
Karl S. Hall  
Reno City Attorney

**ANNUAL OPERATING PLAN  
BETWEEN  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT,  
SIERRA FIRE PROTECTION DISTRICT  
and  
CITY OF RENO**

The following shall constitute the Annual Operating Plan ("AOP") between Truckee Meadows Fire Protection District and the City of Reno Fire Department pursuant to the Cooperative Agreement between the parties dated \_\_\_\_\_, 2016. The parties shall strive to review this AOP annually beginning in September, 2017. If an AOP has not been executed for the current fiscal year, the most recently executed AOP shall remain effective.

**1. AUTOMATIC AID**

The areas in which Automatic Aid shall be given/received are described on the response maps attached hereto. The parties acknowledge and agree that the appropriate areas for Automatic Aid may change over time and that the parties may address the need to modify the Automatic Aid response areas, by mutual written agreement, by adding or deleting maps or by modifying the existing maps (Attachment 1 & 2).

The Responding Agency shall provide Automatic Aid by dispatching the closest fire fighting vehicle to the Requesting Agency in the areas designated on the attached maps. The determination of what constitutes the closest fire fighting vehicle shall be made by the Responding Agency and, in the event such vehicle is not available, the Responding Agency shall notify the Requesting Agency that it does not have the appropriate vehicle available. Under such circumstances the Responding Agency shall be deemed to have satisfied its obligation to provide Automatic Aid and any further aid to the Requesting Agency shall be pursuant to the terms of the Mutual Aid provisions of the Cooperative Agreement. It shall be the responsibility of the Requesting Agency to utilize the proper procedures to request Mutual Aid.

In the event of an Automatic Aid response by either party the Requesting Agency shall use its best efforts to release any personnel or equipment provided by the Responding Agency once the incident has been incident stabilized and any threat mitigated.

**2. MUTUAL AID**

Mutual Aid shall be provided in accordance with the terms of the Cooperative Agreement.

**3. RESOURCES AND REIMBURSEMENT**

The resources available from each agency, the reimbursement rates for equipment and personnel shall be made, where appropriate, according to the following schedules (Exhibit A & B):

## **EXHIBIT A**

### **RENO FIRE DEPARTMENT** **EQUIPMENT AND PERSONNEL RATE SCHEDULE/S**

#### **EQUIPMENT**

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment rates do not reflect personnel costs.

#### **EMERGENCY OPERATIONS EQUIPMENT:**

• Aerial Apparatus	\$ 200.00 per hour
• Structure Engine - Type I or II	\$ 190.00 per hour
• Brush Engine - Type III	\$ 170.00 per hour
• Ambulance (ALS/ILS/BLS)	\$ 125.00 per hour
• Rescue Unit	\$ 75.00 per hour
• Air Truck	\$ 150.00 per hour
• Haz-Mat Unit	\$ 225.00 per hour
• Heavy Rescue Unit	\$ 175.00 per hour
• Heavy Equipment Mechanic Truck	\$ 125.00 per hour
• Water Rescue Unit w/Boat	\$ 85.00 per hour
• Emergency Operations Command Van	\$ 85.00 per hour
• Other Emergency Operations Equipment	\$ 85.00 per hour

#### **SUPPORT EQUIPMENT:**

• Sedan	\$ 49.00 per day - plus .54/mile
• Pickup	\$ 96.00 per day - plus .54/mile
• Utility Van	\$ 86.00 per day - plus .54/mile
• Command Vehicle (SUV)	\$ 96.00 per day - plus .54/mile
• Other Support Equipment	\$ 96.00 per day - plus .54/mile

#### **PERSONNEL RATE SCHEDULE**

All rates shall be based on actual cost to the Department. Billed rate will be at the actual cost and may be different than the rates below which are attached for demonstrative purposes. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

## **FIRE DEPARTMENT LINE PERSONNEL:**

### **56 Hour Personnel**

#### **Portal-to-Portal Positions:**

	<b>Base Rate</b>	<b>Overtime Rate</b>	<b>Call Back Overtime Rate</b>
<b>Battalion Chief (Step 1 to Step 4)</b>	\$38.68 - \$42.28	\$58.02 - \$63.42	\$81.52 - \$89.11
<b>Captain</b>	\$30.20	\$45.30	\$63.65
<b>Pump Operator/Driver</b>	\$26.77	\$40.15	\$56.42
<b>Firefighter (Step 1 to Step 4)</b>	\$17.91 - \$24.32	\$26.87 - \$36.48	\$37.75 - \$51.25

### **40 Hour Personnel**

#### **Portal-to-Portal Positions:**

	<b>Base Rate</b>	<b>Overtime Rate</b>	<b>Call Back Overtime Rate</b>
<b>Division Chief (Step 1 to Step 4)</b>	\$62.38 - \$68.16	\$93.57 - \$102.24	\$131.46 - \$143.65

#### **Non-Portal-to-Portal Positions:**

	<b>Base Rate</b>	<b>Overtime Rate</b>	<b>Call Back Overtime Rate</b>
<b>Investigator/Inspector</b>	\$38.06	\$39.96	\$56.15
<b>Mechanic (Step 1 to Step 2)</b>	\$34.28 - \$38.06	\$51.42 - \$57.09	\$71.98 - \$80.21
<b>Logistics Officer</b>	\$35.42	\$53.13	N/A
<b>Emergency Dispatch Supervisor</b>	\$38.49	\$57.74	N/A
<b>Emergency Dispatcher</b>	\$33.26	\$49.89	N/A

#### **Rate Definitions:**

Base Rate: Contract Hourly Rate x 1.45% for Medicare Costs

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 40.50% (PERS – Retirement)

## **EXHIBIT B**

### **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT EQUIPMENT AND PERSONNEL RATE SCHEDULE/S**

#### **2016 BILLING RATES**

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

#### **APPARATUS RATES**

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule.

• Structure Engine - Type I	\$190.00/hr
• Brush Engine - Type III	\$170.00/hr
• Water Tender	\$170.00/hr
• Patrol Truck – Type VI	\$100.00/hr
• Rescue	\$75.00/hr
• Heavy Rescue	\$175.00/hr
• Air Truck	\$150.00/hr
• Fuel Truck	\$75.00/hr
• Water Rescue Unit w/Boats	\$75.00/hr
• Hazmat Unit	\$225.00/hr
• Heavy Mechanic Truck	\$125.00/hr

#### **SUPPORT VEHICLE AND EQUIPMENT RATES**

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

- ALS, Durable Medical Equip. Kit \$250.00/day

#### **County or Fire District Owned Vehicles:**

• Command Vehicle	\$96.00/day plus \$0.55 per mile
• SUV/Pickup (½ ton and below)	\$86.00/day plus \$0.55 per mile
• Pickup (¾ ton and above)	\$96.00/day plus \$0.55 per mile
• Polaris UTV	\$150.00/day (must be ordered via resource order)
• Privately Owned Vehicle	\$0.55 per mile
• Masticator	\$115.00/hr plus fuel costs or \$44.00/hr additional
• Ambulance	\$125.00/hr

## **PERSONNEL RATES**

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Chief	74.63		
Division Chief	71.40	107.10	
Battalion Chief	59.66	89.49	125.21
Chief Officer-Logistics	59.66	89.49	125.21
Fire Marshal	56.28	84.42	107.72
Fire Prevention Specialist	38.44	57.66	73.57
<b>40 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Logistics Captain	45.61	68.41	95.72
Fire Mechanic	34.50	51.75	66.03
Training Captain	46.94	70.41	98.51

<b>56 Hour Rate</b>	<b>Regular</b>	<b>OT</b>	<b>CB OT</b>
Battalion Chief	42.62	63.93	89.45
Training Captain	30.48	45.72	63.97
Captain	30.48	45.72	63.97
Operator	27.16	40.73	56.99
Paramedic	25.62	38.43	53.77
Firefighter	23.05	34.58	48.38

## **BILLING ADDRESS**

Truckee Meadows Fire Protection District  
P.O. Box 11130  
1001 E. Ninth Street  
Reno, NV 89520-0027

## **CONTACT INFORMATION**

Charles A. Moore, Fire Chief  
(775) 328-6123 Mobile (775) 313-8903

Administrative Office  
(775) 326-6000 Fax (775) 326-6003

## **DUNS NUMBER**

006811244

## **TAX ID NUMBER**

EIN # 38-3856902

## **STATION LOCATIONS**

### **Career Stations**

Station #13 – 10575 Silver Lake Rd., Stead,  
Station #14 – 12300 Old Virginia Rd., Reno  
Station #15 – 110 Quartz Ln., Sun Valley  
Station #16 – 1240 E. Lake Blvd., Washoe Valley  
Station #17 – 500 Rockwell Blvd. Spanish Spring  
Station #18 – 3680 Diamond Peak Dr., Cold Springs  
Station #30 – 3905 Old Hwy 395, Washoe Valley  
Station #35 – 10201 W. 4<sup>th</sup> St., Mogul  
Station #36 – 13500 Thomas Creek Rd., Reno  
Station #37 – 3255 W. Hidden Valley Dr., Reno  
Station #39 – 4000 Joy Lake Rd., Reno

### **Volunteer Stations**

VFD #221 – 11525 Red Rock Rd., Silver Lake  
VFD #223 – 130 Nectar St., Lemmon Valley  
VFD #225 – 400 Stampmill Dr., Wadsworth  
VFD #227 – 3010 Lakeshore Blvd., Washoe Valley  
VFD #229 – 6015 Ironwood Rd., Palomino Valley  
VFD #301 – 345 Bellevue Rd., Washoe Valley  
VFD #331 – 11005 Longview Ln., Reno  
VFD #351 – 165 Bridge St., Verdi

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**IN WITNESS WHEREOF**, the parties hereto have caused the 2016 Annual Operating Plan for the Reno Fire Department and Truckee Meadows Fire Protection District to be executed as of the day and year herein below:

**RENO FIRE DEPARTMENT**

**TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

\_\_\_\_\_  
**David Cochran, Fire Chief**  
Reno Fire Department

\_\_\_\_\_  
**Charles A. Moore, Fire Chief**  
Truckee Meadows Fire Protection District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest by:**

**Attest by:**

\_\_\_\_\_  
City Clerk, City of Reno

\_\_\_\_\_  
Washoe County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Hillary Schieve, Mayor**  
City of Reno, Nevada

\_\_\_\_\_  
**Kitty Jung, Chair**  
Board of Fire Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
Reno City Attorney

\_\_\_\_\_  
Washoe County Deputy District Attorney

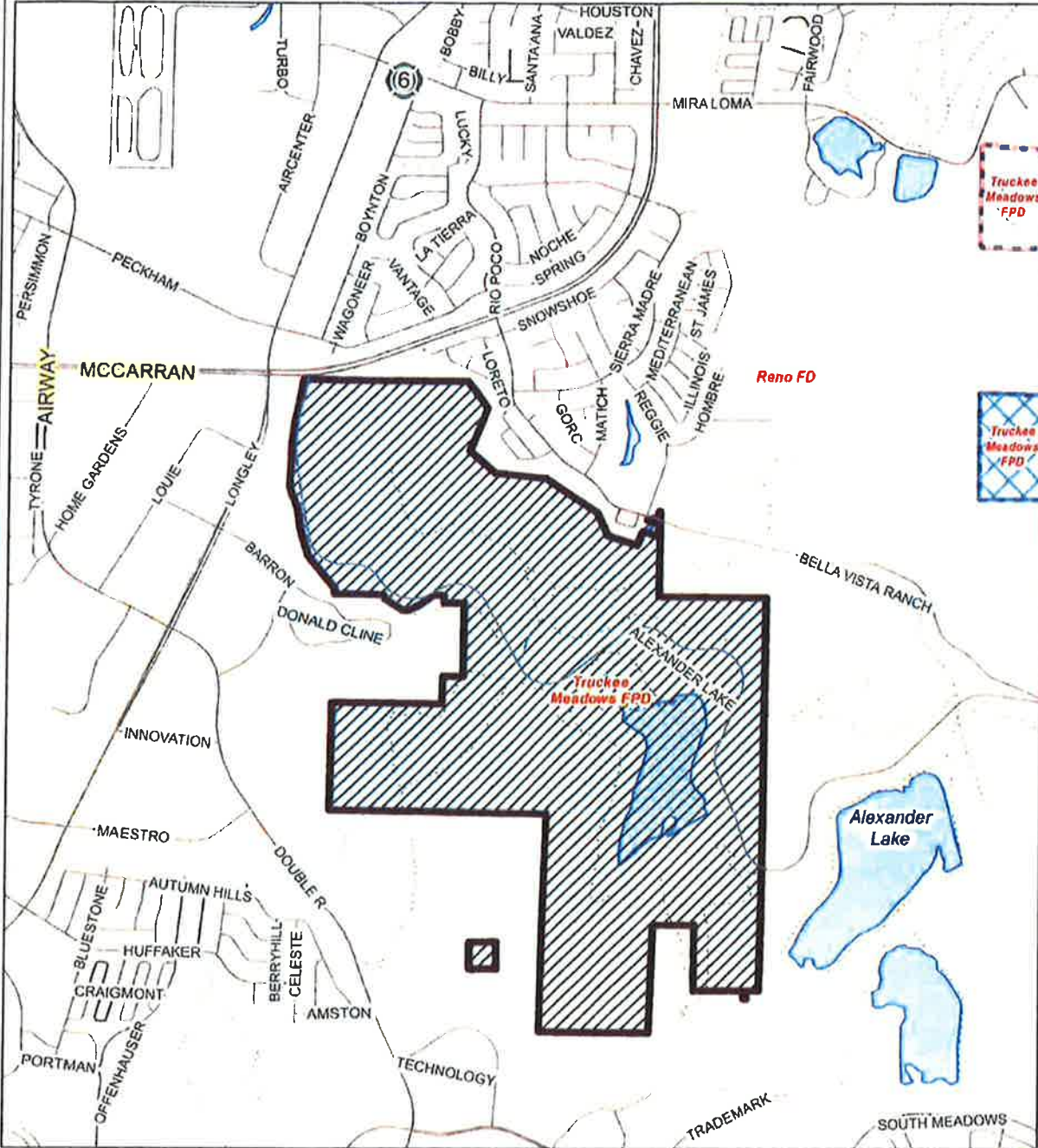
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MAPS OF AUTOMATIC AID AREAS FROM  
CITY OF RENO FIRE DEPARTMENT TO  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

# Automatic Aid RFD to TMFPD RATTLESNAKE MTN.

 Automatic Aid



0 0.65 Miles

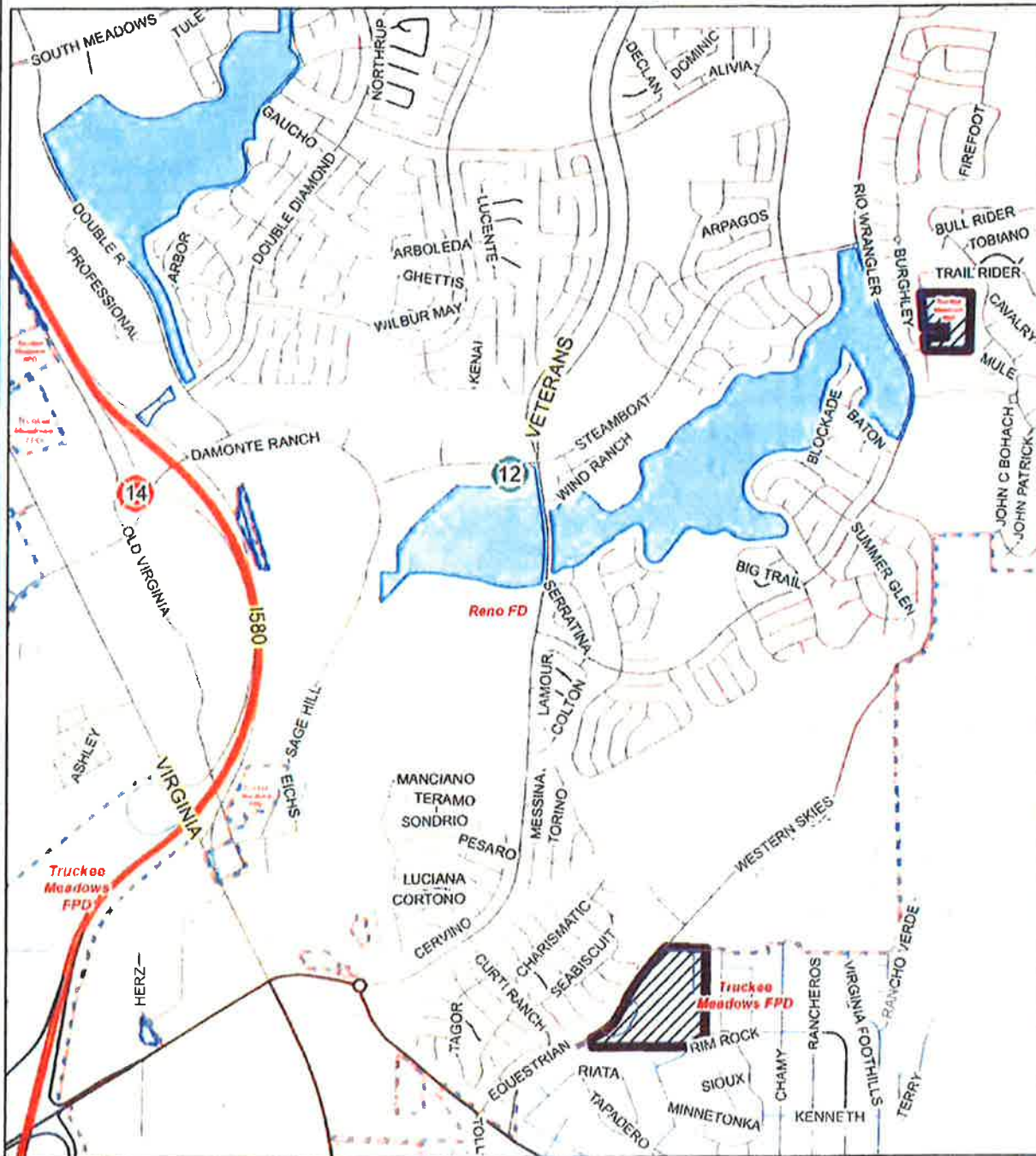


Washoe County GIS Program  
Tech. Svcs. Dept/ Regional Svcs. Div.  
1001 E. 9th St.,  
Reno, NV 89512  
[www.washoecounty.us/gis](http://www.washoecounty.us/gis)  
Date: 8/19/2015



# Automatic Aid RFD to TMFPD VIRGINIA FOOTHILLS/DBL DIAMOND

 Automatic Aid

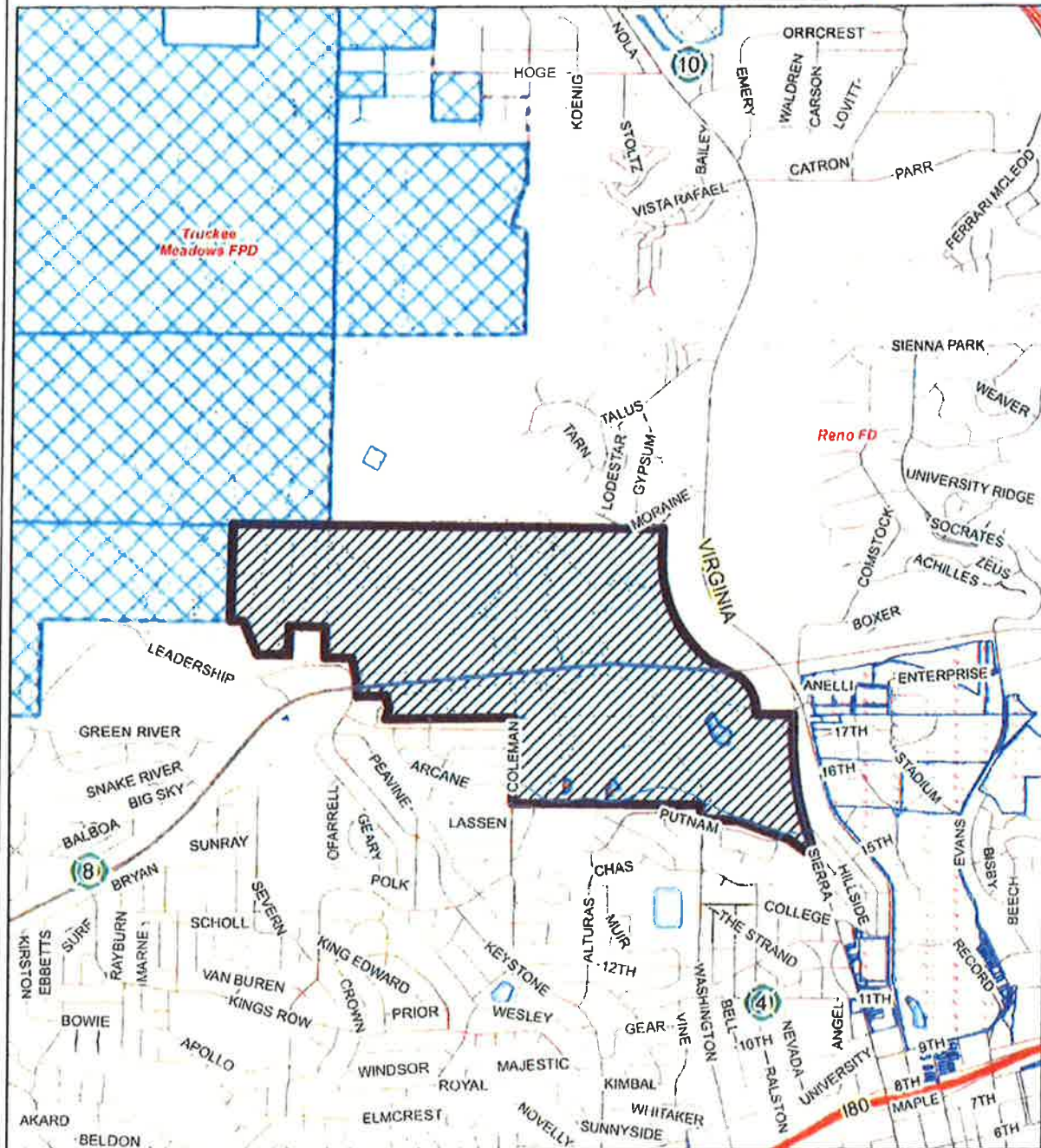


Washoe County GIS Program  
Tech. Svcs. Dept/ Regional Svcs. Div  
1001 E 9th St.,  
Reno, NV 89512  
[www.washoecounty.us/gis](http://www.washoecounty.us/gis)  
Date: 8/19/2015



# Automatic Aid RFD to TMFPD RANCHO SAN RAFAEL

 Automatic Aid



- |   |   |
|---|---|
|  Federal Land      |  Reno FD |
|  Nevada State Land |  TMFPD   |
|  Lake              |   |
|  Playa/Island      |   |



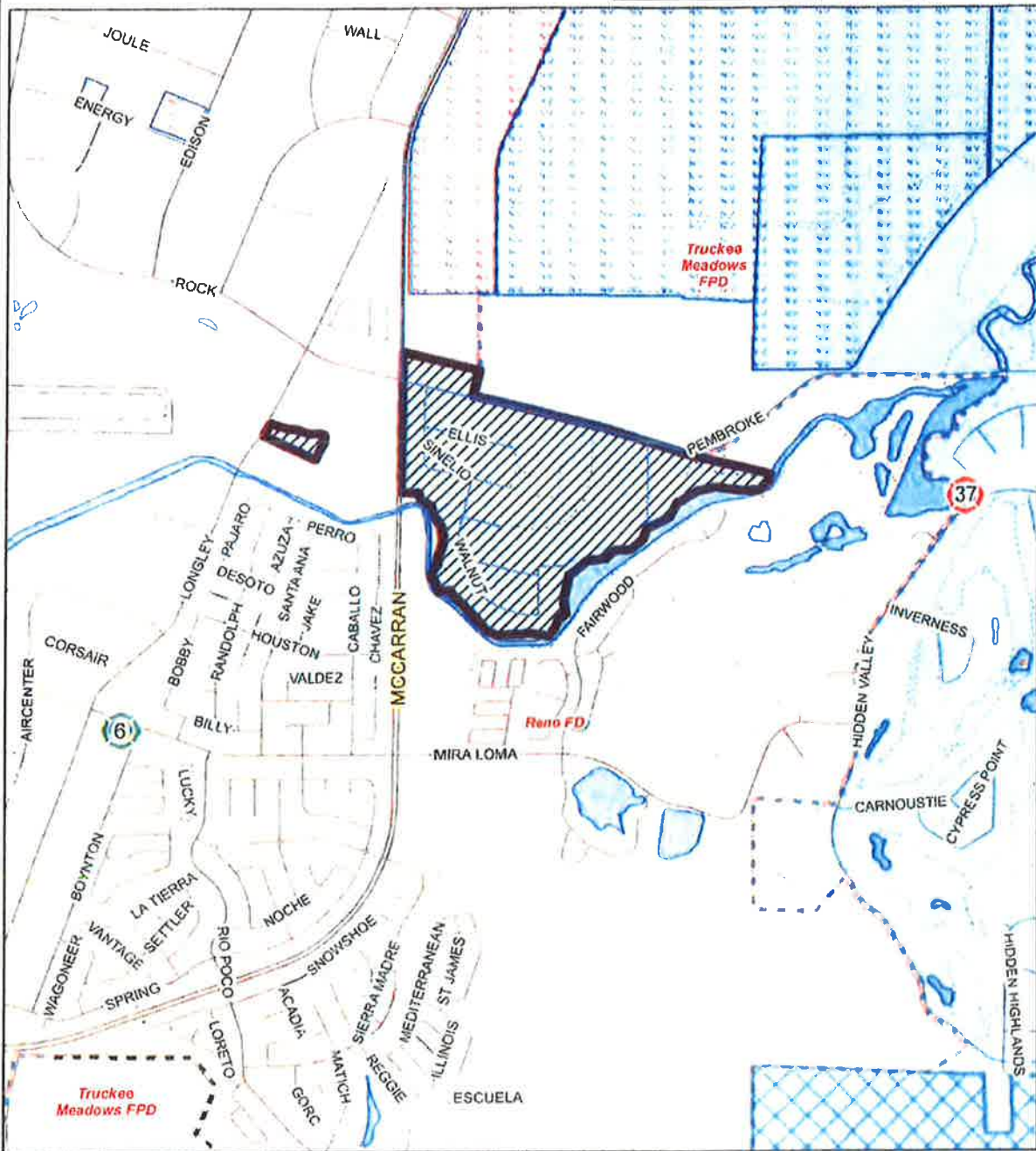
0 0.75 Miles 

Washoe County GIS Program  
Tech Svcs Dept/ Regional Svcs. Div  
1001 E 9th St.  
Reno, NV 89512  
[www.washoecounty.us/gis](http://www.washoecounty.us/gis)  
Date 8/19/2015



# Automatic Aid RFD to TMFPD PEMBROKE LANE

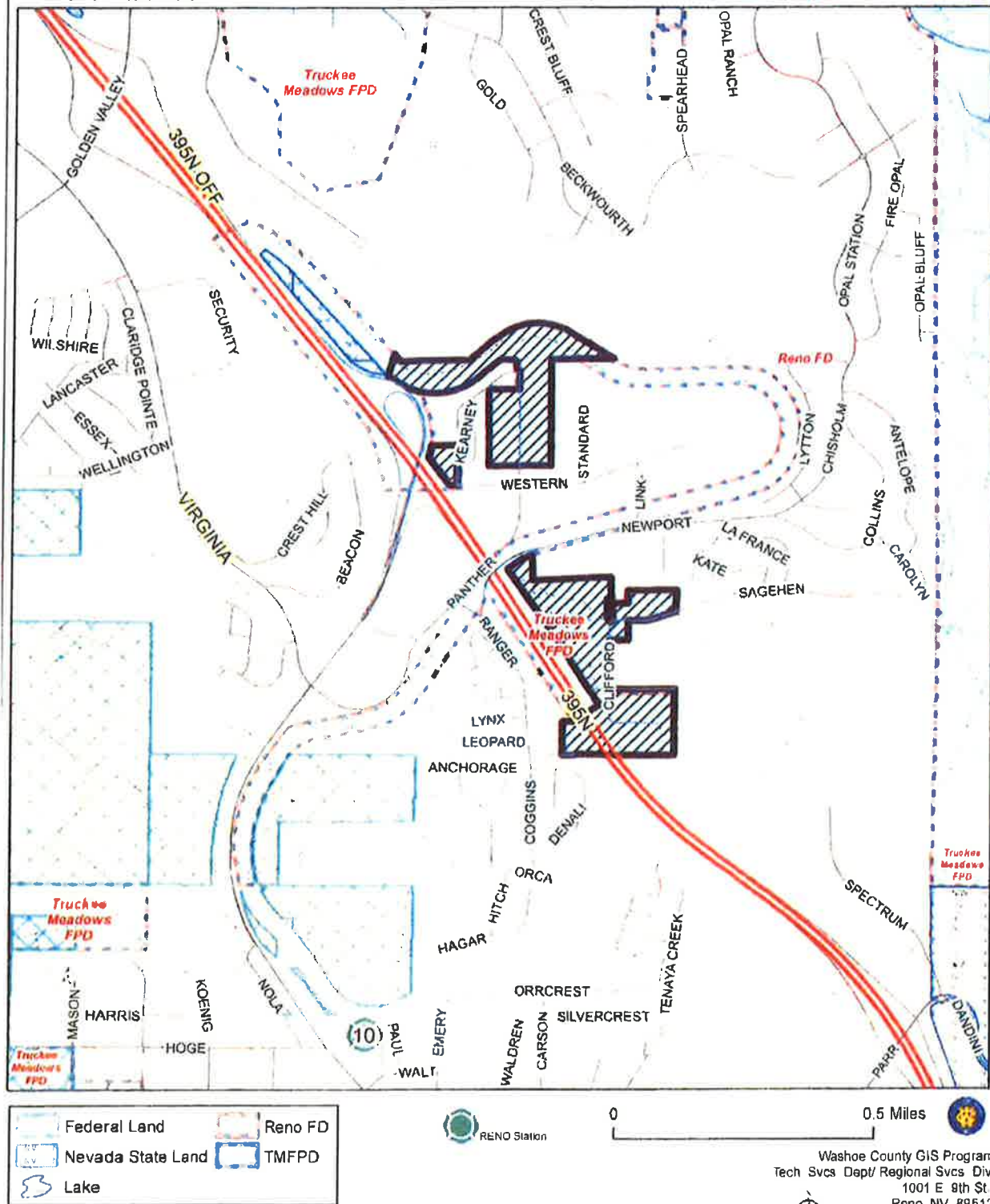
 Automatic Aid



Washoe County GIS Program  
Tech Svcs Dept/ Regional Svcs Div  
1001 E 9th St.  
Reno, NV 89512  
[www.washoecounty.us/gis](http://www.washoecounty.us/gis)  
Date: 8/19/2015



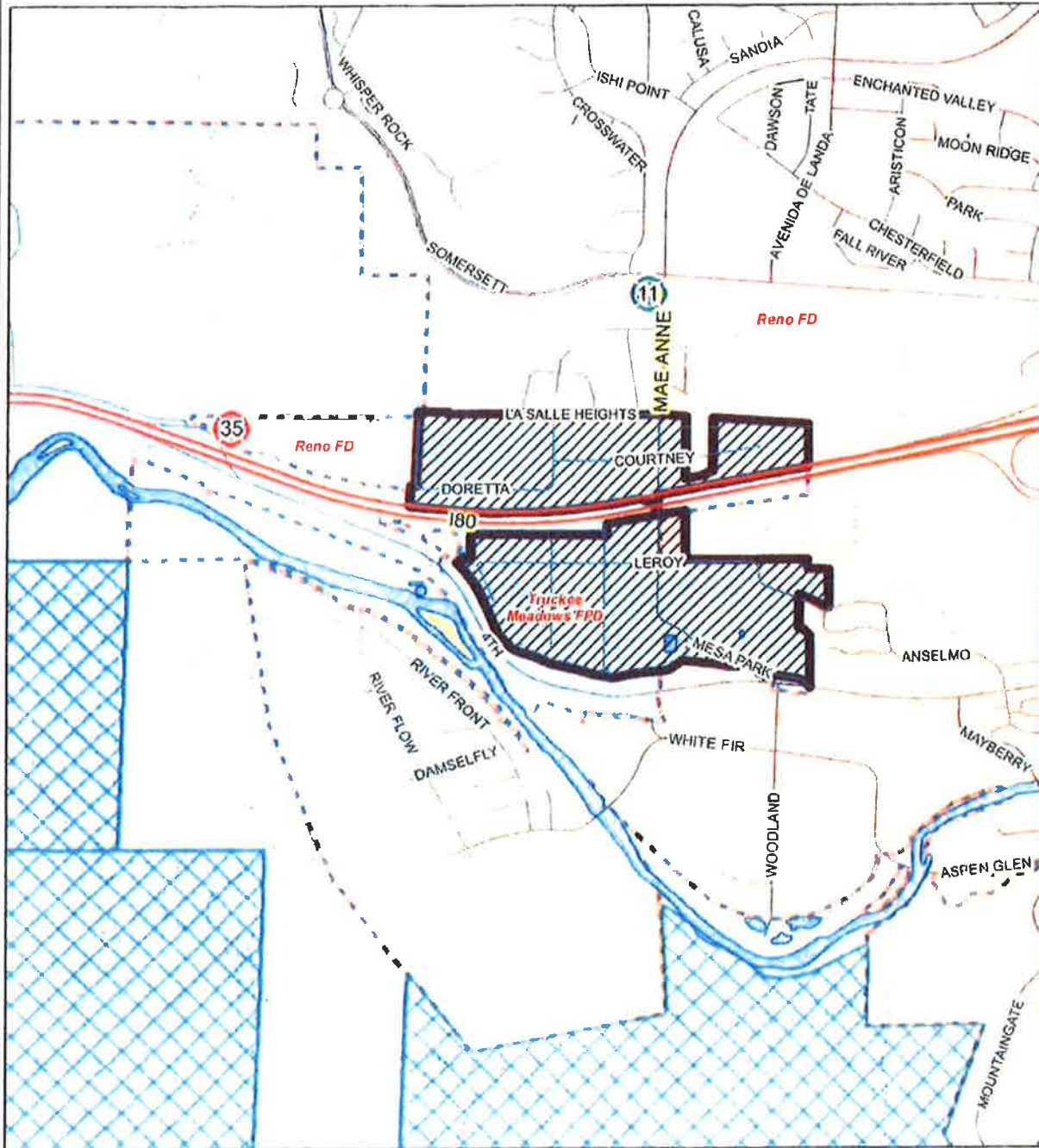
 Automatic Aid



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Day 8/19/2015

# Automatic Aid RFD to TMFPD MESA PARK

 Automatic Aid

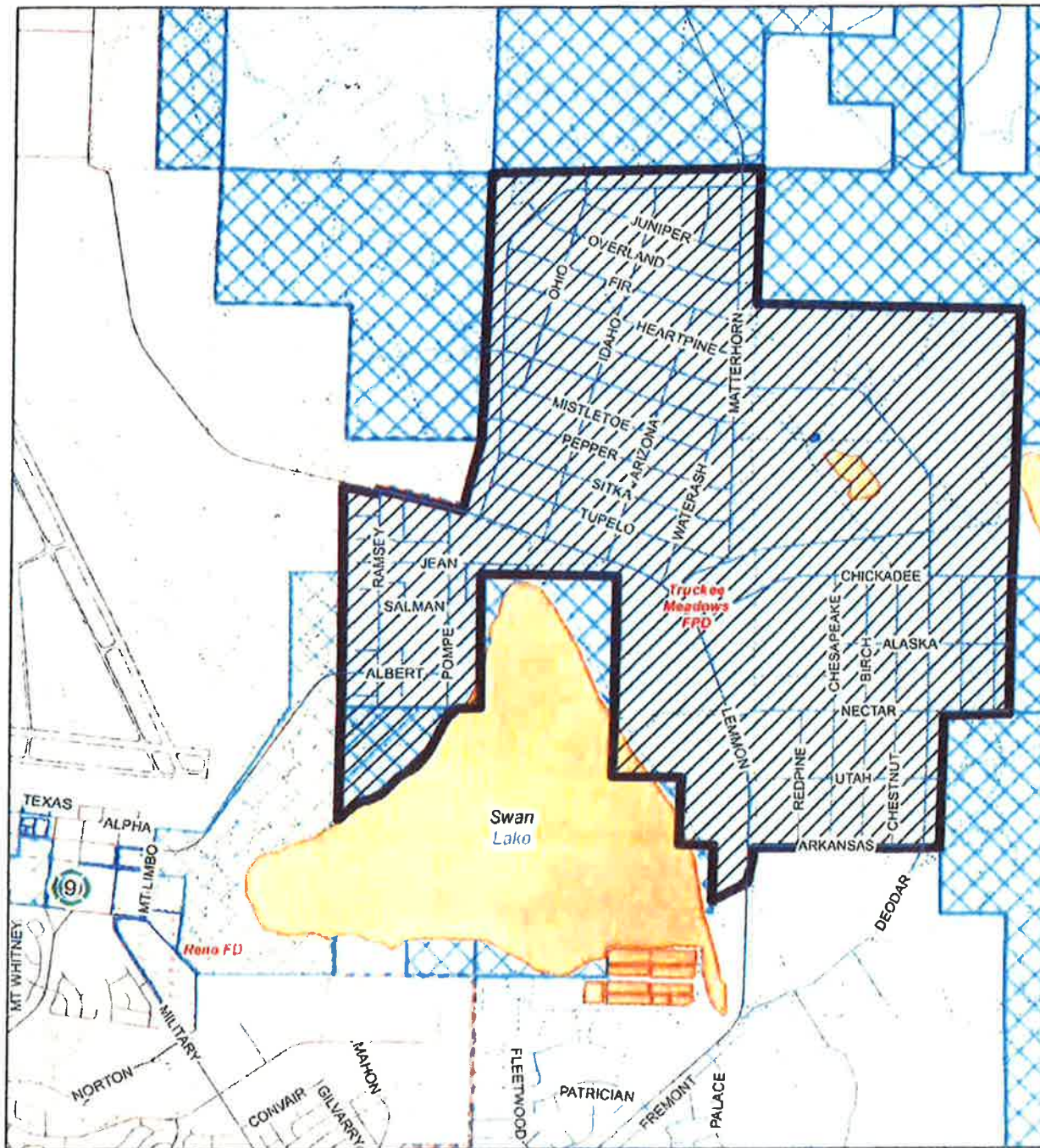


0 0.5 Miles

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Date 6/18/2015

# Automatic Aid RFD to TMFPD LEMMON VALLEY

 Automatic Aid



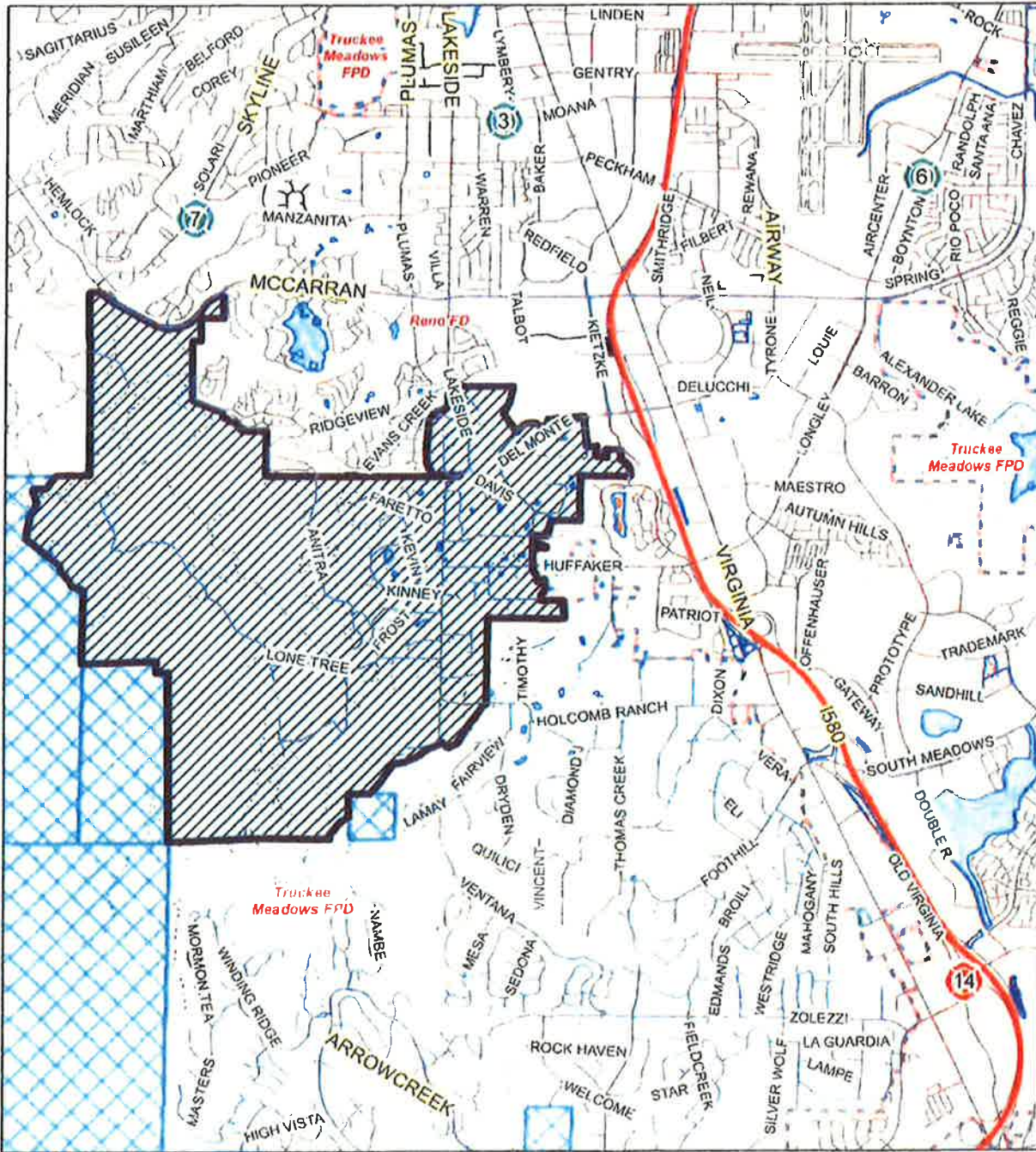
0 1 Miles



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# Automatic Aid RFD to TMFPD HOLCOMB RANCH/BALLARDINI

 Automatic Aid



- |   |   |
|---|---|
|  Federal Land      |  Reno FD |
|  Nevada State Land |  TMFPD   |
|  Lake              |   |
|  Playa/Island      |   |

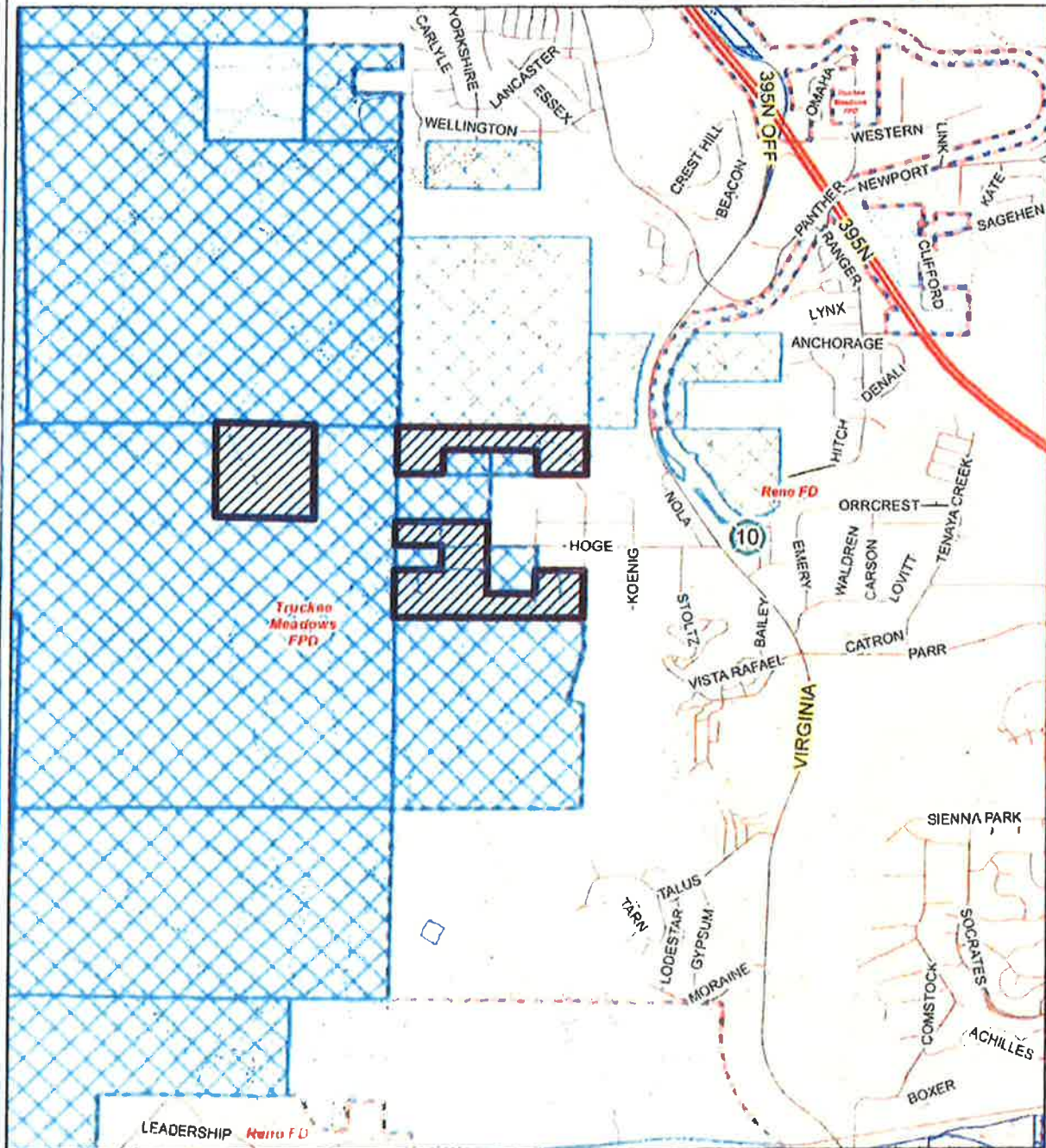
- |  |
|--|
|  TMFPD Career Station |
|  RENO Station         |



0 1.5 Miles

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# Automatic Aid RFD to TMFPD HOGE ROAD

 Automatic Aid



 Federal Land  
 Nevada State Land  
 Reno FD  
 TMFPD



0 0.75 Miles 

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 Date: 6/19/2015

 Automatic Aid



## RENO Station

0

### 1 Miles

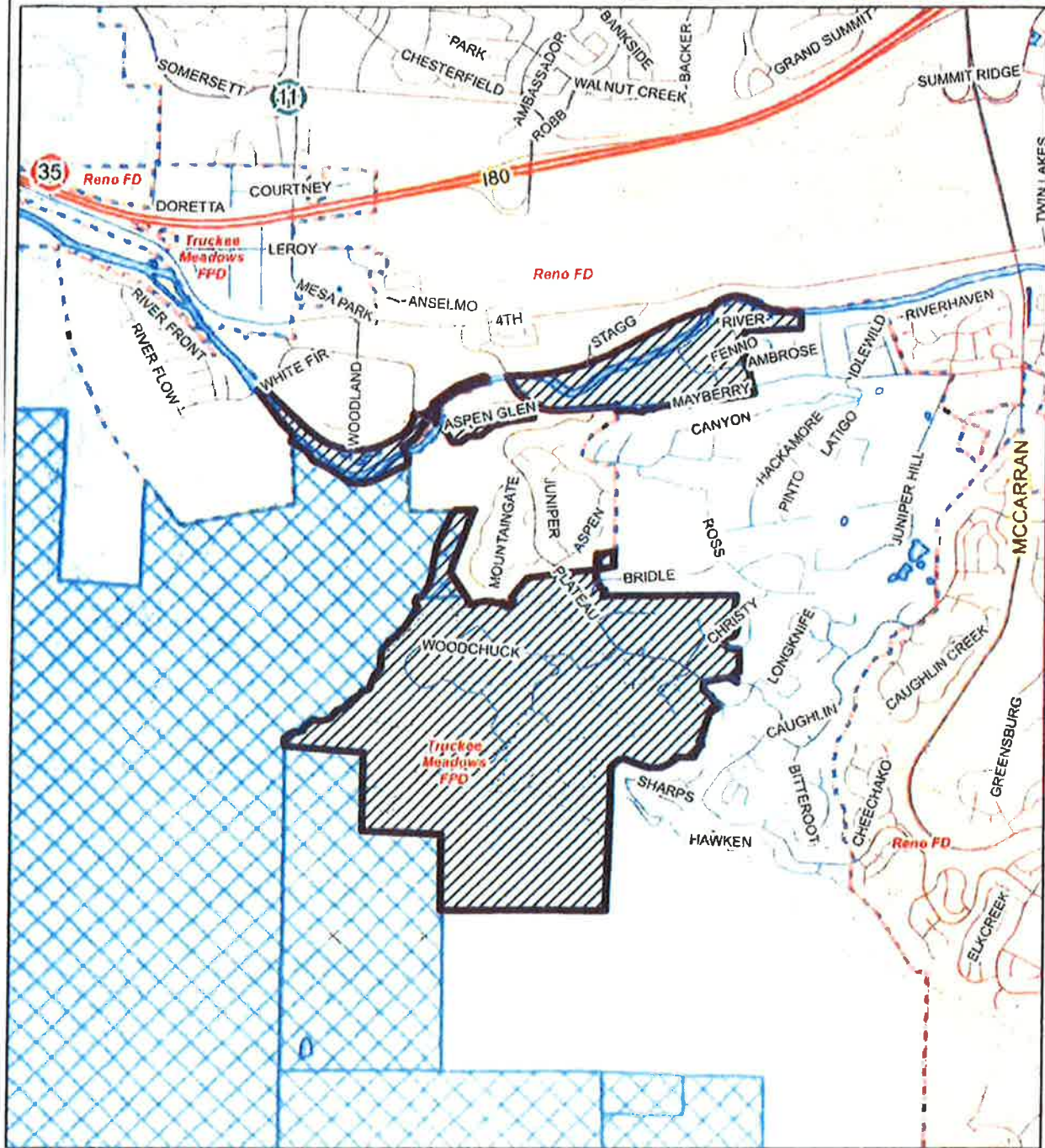


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Date: 8/19/2015



# Automatic Aid RFD to TMFPD CAUGHLIN WEST

 Automatic Aid



-  Federal Land
-  Nevada State Land
-  Lake
-  Playa/Island
-  Reno FD
-  TMFPD

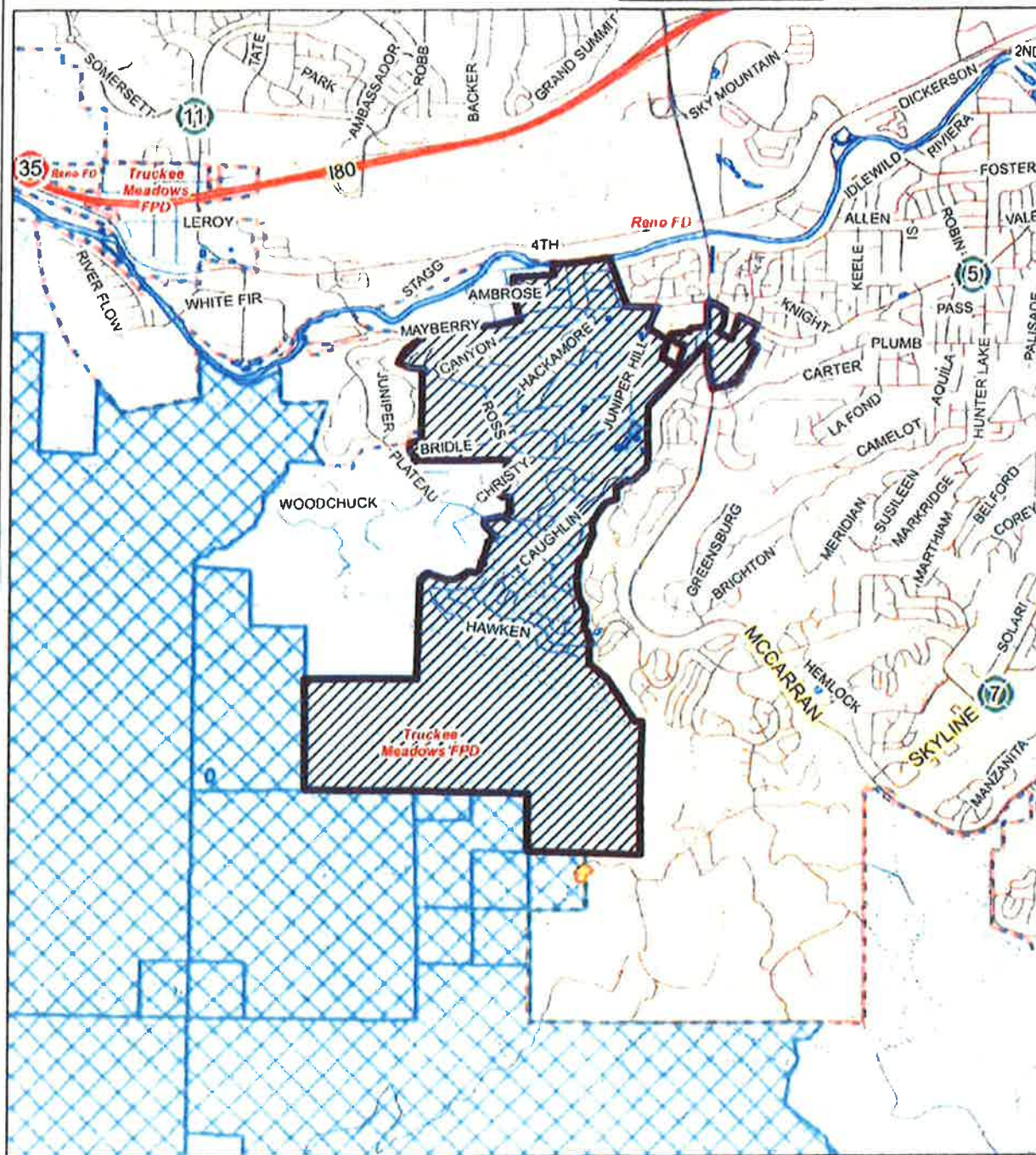
-  TMFPD Career Station
-  RENO Station

0 0.9 Miles 

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# Automatic Aid RFD to TMFPD CAUGHLIN EAST

 Automatic Aid



TMFPD Career Station



RENO Station

0

1 Miles

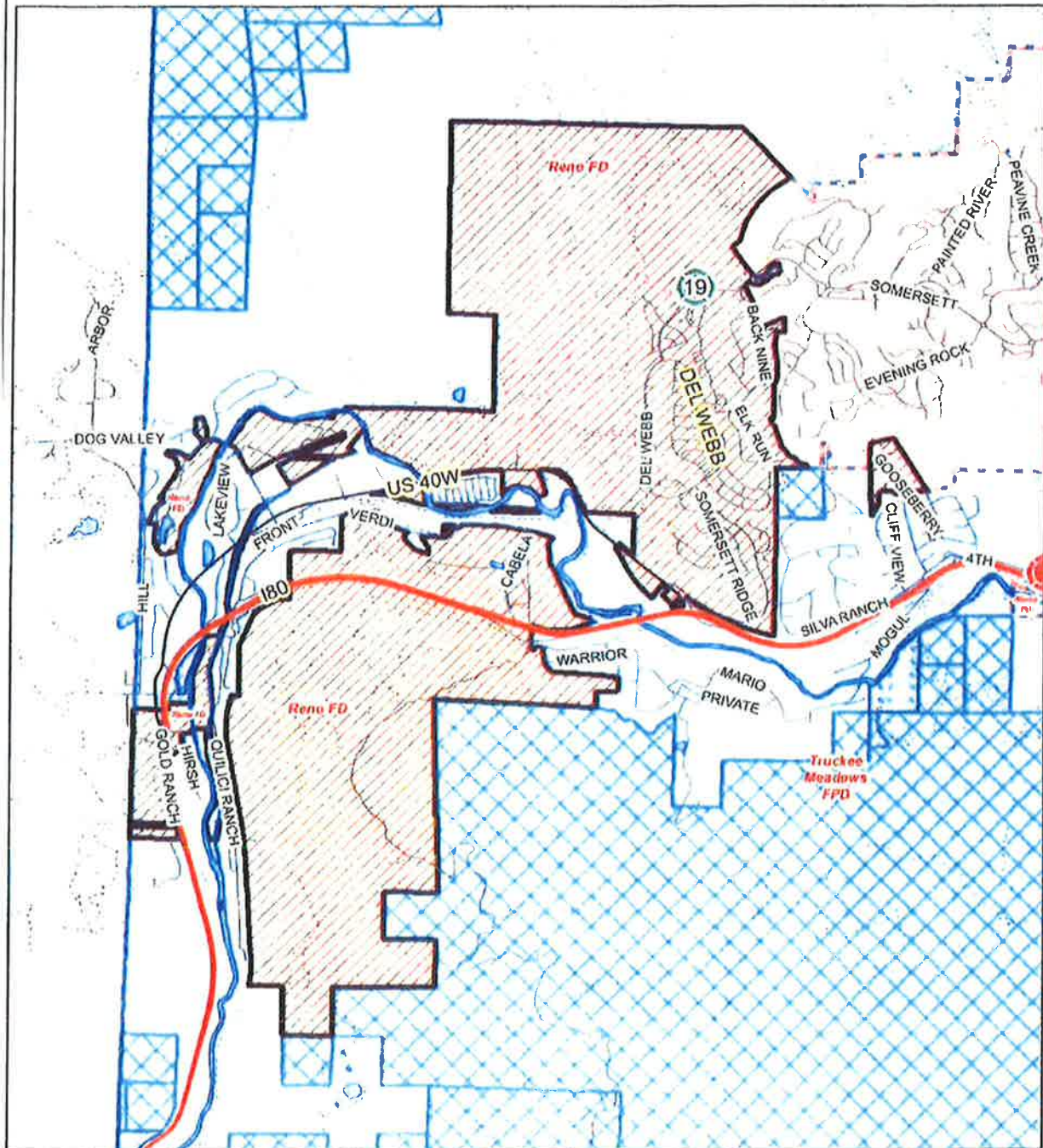


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Date: 8/19/2016

**MAPS OF AUTOMATIC AID AREAS  
FROM  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT  
TO  
CITY OF RENO FIRE DEPARTMENT**

# Automatic Aid TMFPD to RFD: VERDI

 Automatic Aid



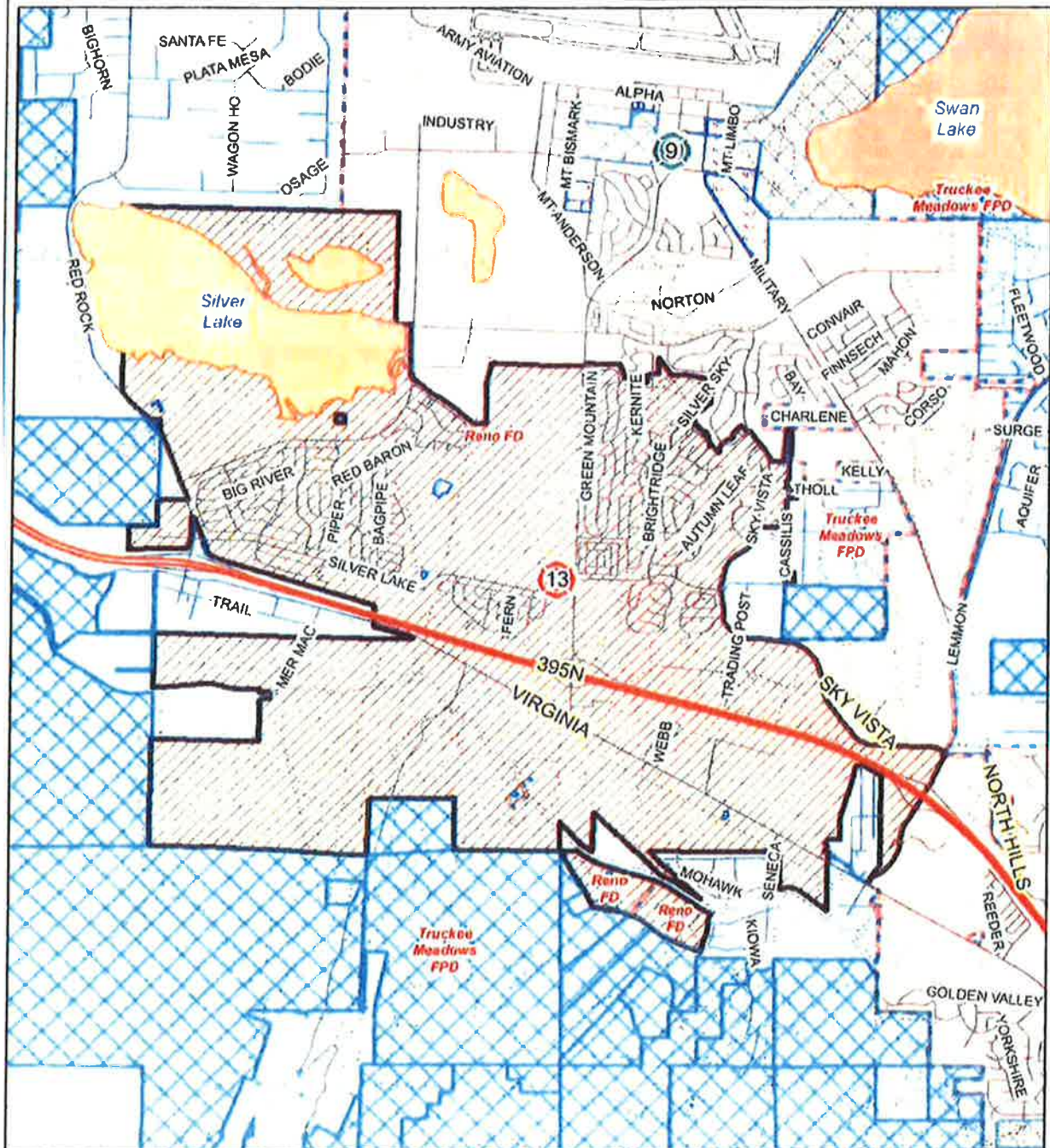
0 15 Miles 

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# Automatic Aid TMFPD to RFD: STEAD

 Automatic Aid

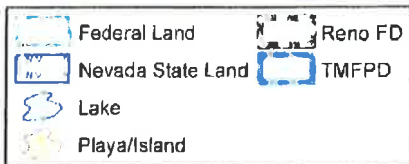
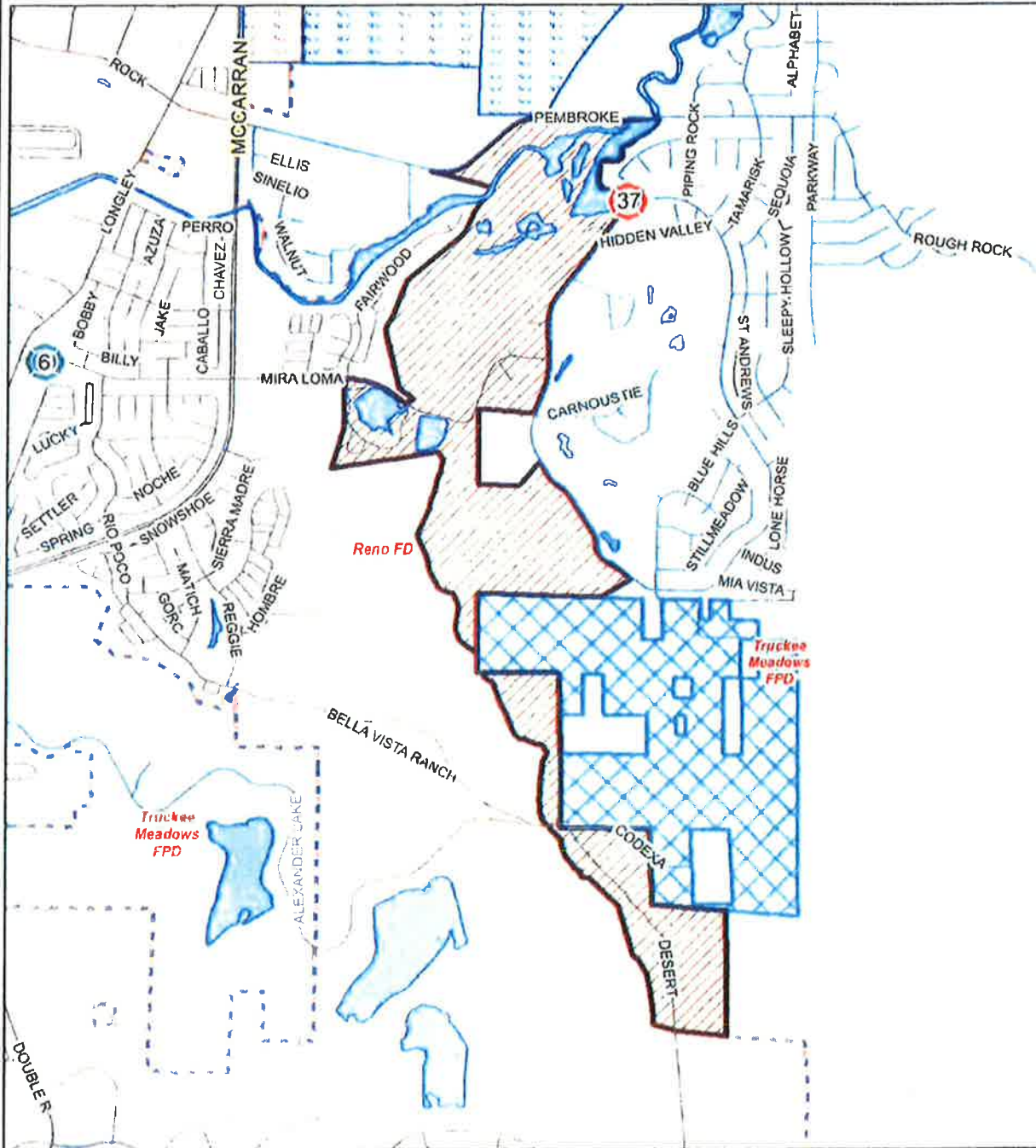


0 1 Miles

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# Automatic Aid TMFPD to RFD: HIDDEN VALLEY/DESERT WAY

 Automatic Aid

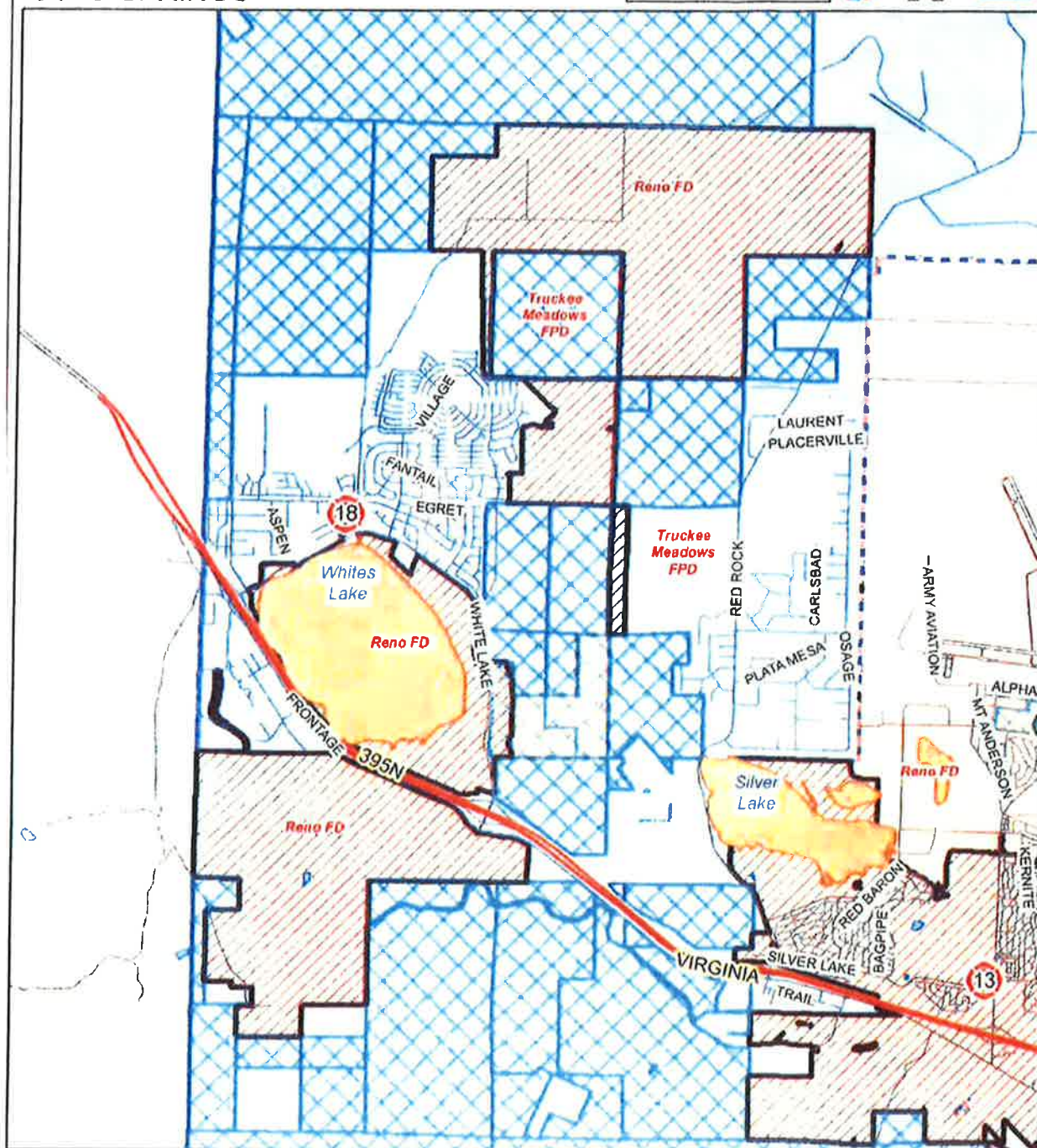


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# Automatic Aid TMFPD to RFD: COLD SPRINGS

 Automatic Aid

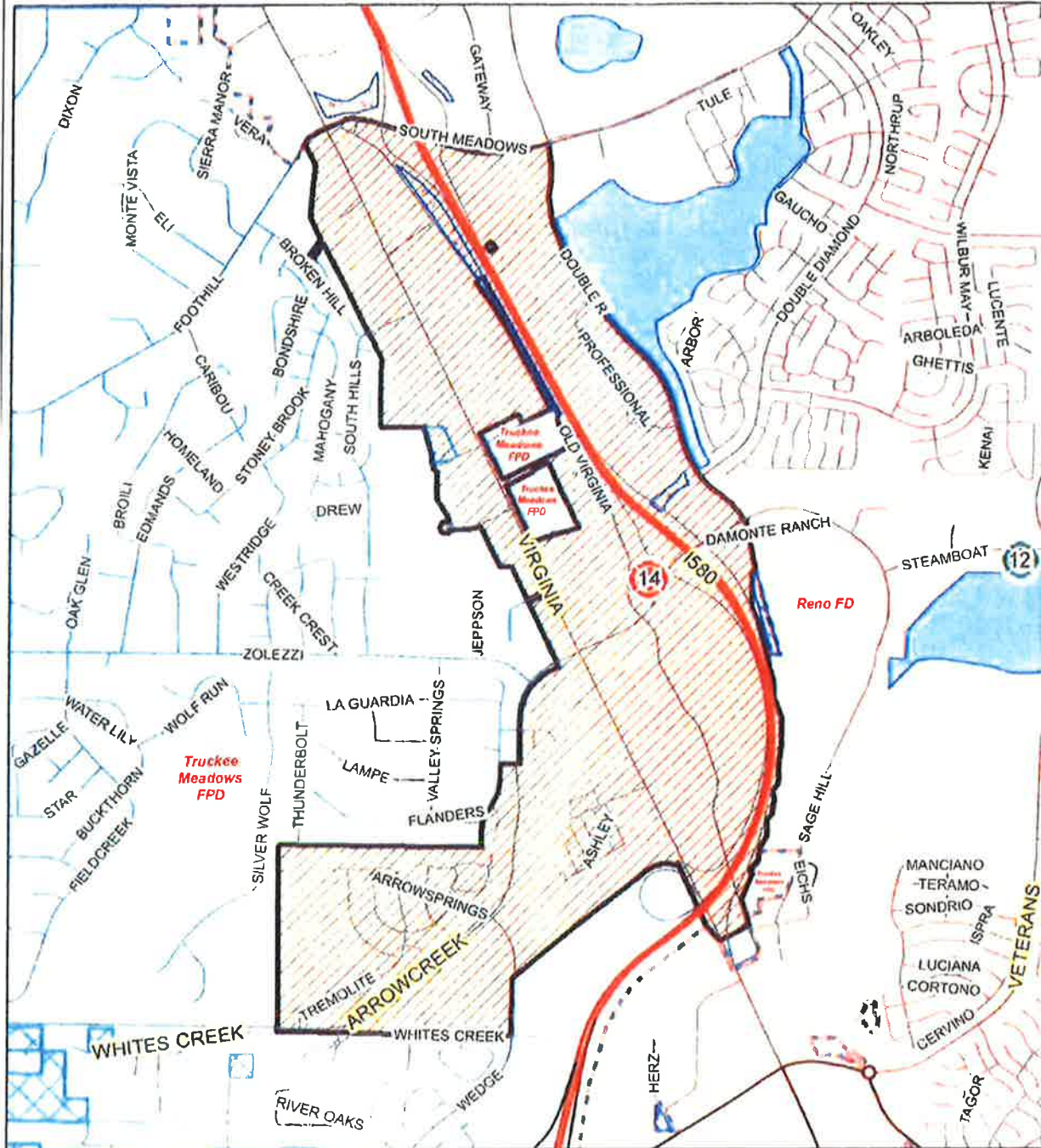


0 2 Miles

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# Automatic Aid TMFPD to RFD: S VIRGINIA/WEDGE

 Automatic Aid



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