

**BOARD OF FIRE TRUSTEES, TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

TUESDAY

4:15 P.M.

MAY 13, 2008

PRESENT:

**Bob Larkin, Chairman**  
**Bonnie Weber, Vice Chairman**  
**Jim Galloway, Trustee**

**Amy Harvey, County Clerk**  
**Katy Singlaub, County Manager**  
**Melanie Foster, Legal Counsel**  
**Marty Scheuerman, Division Chief**

ABSENT:

**David Humke, Trustee**  
**Kitty Jung, Trustee**

The Board met in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

**08-18F      AGENDA ITEM 2**

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

There was no response to the call for public comment.

**08-19F      AGENDA ITEM 3**

**Agenda Subject:** “Approval of December 18, 2007 and January 8, 2008 regular meeting minutes.”

There was no response to the call for public comment.

On motion by Trustee Weber, seconded by Trustee Galloway, which motion duly carried with Trustees Humke and Jung absent, Chairman Larkin ordered that Agenda Item 3 be approved.

**08-20F            AGENDA ITEM 4**

**Agenda Subject: “Review and acceptance of volunteer/auxiliary report for March 2008. (Including monthly operations report of Volunteer Fire Departments indicating response data, training activities/apparatus updates, administrative, radio communication and dispatch issues etc.)”**

In response to Trustee Weber, Marty Scheuerman, Division Chief, replied the Lemmon Valley, Pleasant Valley and Silver Lake Volunteer Departments responded timely with regard to remittance of their reports.

Trustee Galloway asked other than monthly reports were there other options of gathering information from additional volunteer departments. Chief Scheuerman commented the District could provide training reports and response times, but the notion was for the volunteer departments to provide the information to the Board.

Trustee Weber suggested in addition to the Volunteer Fire reports the District provide reports on training and response times for those Departments. Chief Scheuerman agreed.

On motion by Trustee Galloway, seconded by Trustee Weber, which motion duly carried with Trustees Humke and Jung absent, Chairman Larkin ordered that Agenda Item 4 be accepted with the direction provided to staff.

**08-21F            AGENDA ITEM 5**

**Agenda Subject: “Adoption and approval of a mutual aid agreement with the State of Nevada Division of Forestry (NDF).”**

Marty Scheuerman, Division Chief, explained this was a new agreement that outlined automatic and mutual aid. He indicated the response areas were the same; however, the amount of resources received from the Division of Forestry (NDF) was limited to two Type Three engines and mutual aid. He stated anything beyond that service was “assistance for hire.” He acknowledged that the District was providing NDF that same level. Chief Scheuerman said all aerial resources were per hire.

On motion by Trustee Galloway, seconded by Trustee Weber, which motion duly carried with Trustees Humke and Weber absent, Chairman Larkin ordered that Agenda Item 5 be adopted and approved.

**08-22F            AGENDA ITEM 6**

**Agenda Subject: “Adoption and acceptance of Resolution Transferring excess property fire equipment, 1980 International 4x4 Brush Truck VIN AR182KHB23602 to, North Lyon County Fire Protection District (Fernley).”**

Marty Scheuerman, Division Chief, explained since the Brush Truck was no longer serviceable to the District they were selling the truck for \$1 to the North Valley Fire Protection District (NVFPD). He indicated as part of a Mutual Aid Agreement with the District the NVFPD would rehabilitate the truck to be used for the Wadsworth/ Interstate 80 corridor.

NVFPD District Chief Hector Blanco thanked the Board and appreciated the gesture from the District.

Trustee Galloway asked if this was reflected in an amendment to the existing Mutual Aid Agreement. Chief Scheuerman replied in terms of the automatic aid area the current agreement would be updated and become a type three agreement. He clarified the resolution transferred this asset permanently to the NVFPD.

On motion by Trustee Galloway, seconded by Trustee Weber, which motion duly carried with Trustees Humke and Jung absent, it was ordered that Agenda Item 6 be adopted and accepted. The resolution for same is attached hereto and made a part of the minutes thereof.

**08-23F            AGENDA ITEM 7**

**Agenda Subject: “Award of Base Bid and Alternates One, Two and Three for construction of the “Sun Valley Fire Station Apparatus Bay Addition” Washoe County, Nevada to the lowest, responsive and responsible bidder (staff recommends K-W Western, inc. in the amount of \$444,644.00); and if awarded, authorize Chairman to execute contract documents upon presentation.”**

Marty Scheuerman, Division Chief, explained the original design for the Sun Valley Fire Station had three bays to facilitate the equipment. However, due to finances at the time of construction, only two bays were built and then the plans redesigned as a modular building for future expansion. Chief Scheuerman remarked now the District was able to move forward with the final design and add the third bay.

In response to Trustee Galloway, Chief Scheuerman distributed copies of the other bids received and noted there were six bidders that met the criteria.

On motion by Trustee Galloway, seconded by Trustee Weber, which motion duly carried with Trustees Humke and Jung absent, it was ordered that Agenda Item 7 be awarded, authorized and executed.

**08-24F            AGENDA ITEM 8**

**Agenda Subject: “Award of change directives to the construction of the “Lemmon Valley Fire Station Addition” Washoe County, Nevada to Houston Smith Construction in the amount of \$240,987.00; and if awarded, authorize Chairman to execute contract documents upon presentation. (Commission District 5)”**

On motion by Trustee Weber, seconded by Trustee Galloway, which motion duly carried with Trustees Humke and Jung absent, it was ordered that Agenda Item 8 be awarded, authorized and executed.

**08-25F            AGENDA ITEM 9**

**Agenda Subject: “Review and approval of the Truckee Meadows Fire Protection District FY 08-09 Tentative Budget.”**

Marty Scheuerman, Division Chief, said the General Fund property tax rate was being retained at .4713 percent. He stated the fiscal year General Fund revenues were projected to increase by 1 percent over the current year budget revenues excluding one-time sources. Chief Scheuerman noted property tax revenues were anticipated to increase by 4.5 percent.

Chairman Larkin asked how could the General Fund revenues increase by 1 percent when other entities were experiencing decreases. Chief Scheuerman replied because consolidation savings had been booked back. He explained the District was providing features in this budget they had been unable to do in the past, such as a \$1 million emergency fund for large wildland fires, which previously had been removed from the ending fund balance. He explained retiree health insurance benefits would be fully paid this year as would workers compensation liabilities for the District. Chief Scheuerman noted the District was financially sound.

In response to Commissioner Galloway, Mary Walker, Walker and Associates, explained the District’s ad valorem taxes were \$11.2 million out of \$18.4 million and noted more commercial properties had increased indicating the value of the commercial property had increased. Ms. Walker commented the property tax cap on commercial property was 8 percent. Chairman Larkin remarked that was a positive sign that property values in the commercial districts were increasing and not remaining static or decreasing.

Chief Scheuerman remarked the budget allowed for funds being set aside for the future replacement of the Truckee Meadows Fire Protection District East Washoe Valley Fire Station.

In response to the call for public comment, Gary Schmidt spoke on the property tax cap rate.

On motion by Trustee Weber, seconded by Chairman Larkin, which motion duly carried with Trustees Humke and Jung absent, it was ordered that Agenda Item 9 be approved.

**08-26F      AGENDA ITEM 10**

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

Chairman Larkin requested a fire readiness report.

Marty Scheuerman, Division Chief, explained he had been working with the Nevada National Guard to secure aerial firefighting assistance.

\* \* \* \* \*

There being no further business to come before the Board, the meeting adjourned.

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**ROBERT M. LARKIN**, Chairman  
Truckee Meadows Fire  
Protection District

**ATTEST:**

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**AMY HARVEY**, Washoe County Clerk  
and Ex-Officio Clerk, Truckee Meadows  
Fire Protection District

*Minutes Prepared By  
Stacy Gonzales  
Deputy County Clerk*

**INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES**

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

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**  
**DIVISION OF FORESTRY (NDF)**  
885 East Lake Blvd., Carson City, NV 89704  
Phone: 775-849-2500 Fax: 775-849-2391

And

**THE CITY OF RENO AND THE TRUCKEE MEADOWS**  
**FIRE PROTECTION DISTRICT (TMFPD)**  
401 Ryland St., Reno, NV 89502  
Phone: 775-334-2300 Fax 775-334-3826

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

WHEREAS, it is deemed that the services of the "Consolidated Fire Department", as such term is defined in the First Amended Interlocal Agreement for Fire Service Consolidation between the City of Reno and TMFPD dated July 1, 2004 ("Fire Consolidation Agreement"), because such services as hereinafter set forth are both necessary to Nevada Division of Forestry and in the best interests of the State of Nevada; and

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to January 1, 2012, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal, State Legislature, or local funding ability to satisfy this Contract is withdrawn, limited, or impaired. Notwithstanding the foregoing, if any party has insufficient, limited or impaired funding, and requests mutual aid, automatic aid or assistance for hire, such party shall be financially responsible therefore to the responding agency because emergency response may not be a discretionary function.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

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6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Operating Agreement  
ATTACHMENT B: Cost Share Agreement Form  
ATTACHMENT C: Fire District Map

7. CONSIDERATION. TMFPD provides authority to the Consolidated Fire Department to carry out the provisions of this Contract, including the duty to negotiate costs sharing agreements. The Consolidated Fire Department, on behalf of the City of Reno and TMFPD, and NDF agrees to provide reciprocal fire protection to one another under the terms of this Agreement. It is understood that the mission and intent of each party is to quickly and safely suppress wildland fires regardless of jurisdiction and/or ownership during the first twenty four hours. The mutual aid period is defined as: initial dispatch of an incident to hour twenty four from initial dispatch. If an incident exceeds the mutual aid period of twenty four hours all resources will be billed retroactively for the full period from the time of initial dispatch. If an incident is less than twenty four hours or responsible agency resources are staffing the incident after twenty four hours no billing will occur. For single jurisdictional wildland fires, all assistance beyond the mutual aid period will be assistance by hire. For multiple jurisdictional wildland fires a cost share agreement will be completed. Cost share agreements will be made in accordance with the guidelines in the "Interagency Incident Business Management Handbook." Unless otherwise noted in Attachment A (Operating Agreement), all hand crews, bulldozers and aircraft are considered assistance by hire.

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

9. INSPECTION & AUDIT.

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

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

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys.

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. Except as specified in the Consolidated Fire Agreement, as between the City of Reno and TMFPD, to the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend the other party(ies), not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party. Notwithstanding the foregoing, the Truckee Meadows Fire Protection District consents that the duties under this Agreement may be performed by the Reno Fire Department.

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

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19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

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

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, irrespective of conflicts of law rules. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

24. THIRD PARTY BENEFICIARIES. This Agreement is not intended to create or 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.

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

\_\_\_\_\_  
Robert A. Cashell, Sr., Mayor City of Reno  
Date

\_\_\_\_\_  
Pete Anderson, State Forester, Nevada Division of Forestry  
Date

\_\_\_\_\_  
Robert Larkin, Chairman, TMFPD Board  
Board Date  
of Fire Commissioners

\_\_\_\_\_  
Scott Sisco, ASO IV, Nevada Division of Forestry  
Date

Attest:

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

\_\_\_\_\_  
Allen Biaggi, Director, Department of Conservation  
Date

Attest:



## ATTACHMENT A

### OPERATING AGREEMENT

This Operating Agreement is entered into by and between the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry (hereinafter, Division), and the City of Reno and Truckee Meadows Fire Protection District (hereinafter referred to as the "Consolidated Fire Department") pursuant to the terms of the Interlocal Contract dated January 1, 2008.

1. It is in the interest of both agencies to render automatic aid, and mutual aid at the request of a responsible Fire Officer to suppress a fire or disaster of such magnitude that requires the combined forces of both agencies.
2. It is in the interest of both agencies to respond with the forces nearest to actual and/or reported emergencies when the assisting agency is better situated to provide a more timely response and this response is referred to as "automatic aid."
3. No response to a mutual aid request, as provided for in this Operating Agreement and in the Defined Automatic Aid Response Areas, will be made by the agencies unless the request is received through the established communication channels common to requesting such aid and approved by responsible officer of the agency granting such aid.
4. Such aid shall be provided by the Division and Consolidated Fire Department without expectation of reimbursement for the first 24 hours from the time of initial request and within the limits of local resources, which term is defined as the limits of local resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities. If an incident exceeds the mutual aid period of 24 hours all resources will be billed retroactively for the full period from the time of initial dispatch. However, neither agency should be required to disregard its own fire protection responsibilities and/or duties.
5. Consolidated Department and Division shall furnish each other with updated rate schedules prior to each fire season for billing purposes.
6. On all incidents when Consolidated Department or the Division assists the other, the requesting agency shall furnish the assisting agency with an incident and/or fire report within twenty (20) days after the incident.
7. Consolidated Department and the Division agree that each shall, maintain, operate, and monitor all mobile radios on the appropriate frequencies when interagency communications are required.
8. All communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency. A command frequency and a tactical frequency shall be established for all incidents.

08-21-08

9. The respective Dispatch Centers are responsible to contact the other agency using the most expedient method available when emergency responses are dictated by the specific terms of this agreement.
10. Consolidated Department and the Division will advise the other agency of wildland fires that have extended beyond the capabilities of initial attack forces and/or may become a potential extended attack fire.
11. Consolidated Department and the Division agree to assist each other with fire investigations and public education programs if requested by the agency having jurisdiction.
12. For fires burning in the other agency's jurisdiction, the financial responsibility for the protection and suppression of structures remains with the agency that has statutory responsibility for such duty.
13. With the exception to specific Federal Emergency Management Agency (FEMA) provisions, the Civil Cost Recovery and other incidents that warrant specific time tables, Incident Billing Packages will be submitted no later than four (4) months from the date the incident is declared controlled. This billing deadline intends to encourage prompt billing. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other agency. If the four (4) month timeframe cannot be met, immediate notification shall be made. However, it is recognized that certain situations may warrant agencies to cooperate, resolve bills and/or cost packages prior to established timelines. All bills will have a due date of sixty (60) days after the date of issuance.
14. The following items are not considered billable by the parties: overhead personnel not specifically assigned to the incident, non-expendable accountable property, claims and award payments, and agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehabilitation.
15. The Nevada Division of Forestry is the Governor's Authorized Representative for FEMA – Fire Management Assistance Grants (FMAG). FMAG declarations are approved for only those fires which threaten such destruction that would result in a major disaster. When the Division determines that a FMAG declaration is warranted, a request for assistance will be initiated. The request shall specify in detail the factors supporting the request for assistance. To ensure that the request for Federal assistance is processed as rapidly as possible, the Division will make the request to FEMA by telephone, and then will promptly follow-up in writing with the required federal forms. Such requests must be submitted while the fire is burning uncontrolled and threatens such destruction as would constitute a major disaster. FEMA operates the FMAG program on a "real-time" basis, 24 hours a day. Therefore, requests for fire management assistance declarations shall be submitted, regardless of the time of day or night, to the Division, so that the processing of the request may begin and a determination may be made when assistance is needed the most.

08-2112

## DEFINED AUTOMATIC AID RESPONSE AREAS

### Consolidated Fire Department

1. The Nevada Division of Forestry will respond one command officer and one Type 3 Engine to any first alarm wildland in the following areas of Consolidated Department Fire Department jurisdiction:
  - a. I-80 Corridor from Vista to Wadsworth, two miles north of the Truckee River.
  - b. All areas two miles west of the Storey County line from the Truckee River south to Geiger Grade.
  - c. All areas east of US 395 from Geiger Grade to the Carson City limits.
2. If the fire is threatening lands protected by the Nevada Division of Forestry all resources, including aviation resources, bull dozers and hand crews, will be dispatched at no cost to the Consolidated Department Fire Department. However, all other uses of these resources are assistance by hire and will be billed accordingly.
3. A Unified Command Organization shall be established between the two agencies when the fire is multi-jurisdictional.
4. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

### Nevada Division of Forestry

1. Consolidated Department will respond one command officer and one Type 3 Engine to any first alarm wildland fire in the following areas of Nevada Division of Forestry jurisdiction:
  - a. Storey County from Lockwood to the Storey/Washoe/Lyon County lines, two miles south of the Truckee River.
  - b. Storey County from the Truckee River to the Carson City/Storey/Washoe County lines east to the top of the ridgeline.
2. A Unified Command Organization shall be established between the two agencies when the fire is multi-jurisdictional.
3. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.
4. Any resources from agencies other than NDF that are dispatched on joint incidents as part of the NDF initial response shall be considered the responsibility of the Nevada Division of Forestry and shall be treated as a NDF unit for purposes of this Agreement.

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5. Any resources from agencies other than Reno/TMFPD, including its volunteers and auxiliary, that are dispatched on joint incidents at the direct request of the Consolidated Fire Department as part of its initial response shall be considered the responsibility of the City of Reno/ Truckee Meadows Fire Protection District and shall be treated as a Reno/TMFPD unit for purposes of this Agreement. Notwithstanding the foregoing, the City of Reno or TMFPD are not waiving any contractual rights each may have in other agreements to request assistance from other agencies.

## **MUTUAL AID RESPONSE**

1. Upon request the Consolidated Department will respond two Type 3 Engines and one water tender mutual aid to wildland fires in the Nevada Division of Forestry's jurisdiction in Carson City, Douglas and Storey counties that are outside of the Automatic Aid Areas.
2. Upon request the Nevada Division of Forestry will respond two Type 3 Engines and one water tender mutual aid to wildland fires in the City of Reno and Truckee Meadows Fire Protection District that are outside of the Automatic Aid Areas.

All other assistance beyond those listed in Automatic/Mutual Aid Response will be considered Assistance by Hire.

## **PROTECTION ORGANIZATION & RATES**

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the Department personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions, however mileage will be reimbursed at the rate indicated in the rate schedule.

## **DEPARTMENT RATE SCHEDULE**

### **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.

Rates based on actual cost to Reno Fire Department for 2008-2009.

- Structure Engine - Type I or II \$75.00/hr
- Brush Engine - Type III \$55.00/hr
- Water Tender \$50.00/hr
- Squad/Air Unit \$45.00/hr
- Haz Mat Unit \$45.00/hr

### **SUPPORT EQUIPMENT RATES**

08-211

**City, County, or Fire District Owned Vehicles:**

- Sedan \$49.00 per day
- Pickup \$55.00 per day
- Van \$65.00 per day
- SUV \$76.00 per day
- Other \$76.00 per day (3/4 ton & above)

**CONSOLIDATED FIRE DEPARTMENT LINE PERSONNEL (56 Hour Personnel)**

	<u>Portal to Portal Rates</u>		
	<u>1/1/08-6/30/08</u>	<u>7/01/08-12/31/08</u>	<u>1/01/09-7/01/09</u>
• Battalion Chief	116.82	119.27	121.77
• Captain	88.67	80.24	92.43
• Pump Operator/Driver	78.59	78.59	81.93
• Firefighter	71.39	72.89	74.42

**CONSOLIDATED FIRE DEPARTMENT OVERHEAD PERSONNEL (40 Hour Personnel)**

	<u>Portal to Portal Rates</u>					
	<u>1/1/08-6/30/08</u>		<u>7/01/08-12/31/08</u>		<u>1/01/09-7/01/09</u>	
	<u>Base</u>	<u>Overtime</u>	<u>Base</u>	<u>Overtime</u>	<u>Base</u>	<u>Overtime</u>
• Division Chief	89.67	134.51	91.56	137.33	93.48	140.22
• Investigator/Inspector	53.20	79.80	54.32	81.47	55.46	83.18
• Mechanic	53.20	79.80	54.32	81.47	55.46	83.18
• Training Capt	59.12	88.68	60.36	90.55	61.63	92.45
• Supply Officer	42.78	64.17	43.68	65.52	44.60	66.89

## NEVADA DIVISION OF FORESTRY RATE SCHEDULE

NEVADA DIVISION OF FORESTRY  
FY 2007  
PERSONNEL BILLING RATES  
FOR CAMP PROJECTS AND FIRE FIGHTING

B/A	POSITION TITLE	FIRE MGT		FIRE BILLINGS - NOTE #4		PROJECT BILLINGS - NOTE #3	
		SYS CLASS CODE	GRADE	AVERAGE HOURLY RATE	OVERTIME	AVERAGE DAILY RATE	OVERTIME
4195	ACCOUNTING ASSISTANT II	1	25	\$27.61	\$30.71		
4195	ACCOUNTING ASSISTANT III	2	27	\$31.45	\$35.92		
4198	ASST CONSV CAMP SUPV	3	33	\$31.90	\$36.11	\$260.80	\$309.97
4195	DEPUTY STATE FORESTER	4	42	\$61.19	\$72.78		
4227	BATTALION CHIEF	5	35	\$42.89	\$49.89		
4195	CHIEF PILOT	6	41	\$41.33	\$48.44		
4195	COMM SYSTEM MANAGER	7	37	\$49.97	\$60.62		
4198	CONSERVATION CAMP SUPV	8	35	\$42.26	\$49.41	\$345.49	\$424.16
4198	CONSV CREW SUPV III	9	31	\$36.21	\$40.04	\$295.98	\$343.71
4195/4198	EQUIPMENT MECHANIC III	12	32	\$34.02	\$38.97		
4227	FIRE CAPT	13	33	\$40.80	\$47.09		
4195	FIRE CNTRL DISPATCHER II	14	29	\$31.47	\$36.25		
4227	FIREFIGHTER II	15	31	\$35.26	\$39.06		
4195	FORESTER II	16	33	\$41.43	\$47.96		
4195/4227	FORESTER III	17	35	\$40.17	\$46.42		
4195	CONSERVATION STAFF SPEC	19	36	\$44.23	\$52.27		
4195	ADMIN SVC OFFICER IV	21	44	\$67.46	\$83.68		
4195	ADMIN SVC OFFICER II	59	39	\$46.87	\$57.00		
4235	NURSERY SPECIALIST III (COORDINATOR)	22	35	\$38.17	\$44.35		
4235	NURSERY SPECIALIST II	23	33	\$42.44	\$50.69		
4195	PILOT II	24	38	\$44.62	\$52.96		
4195	REGIONAL FORESTER	25	39	\$53.28	\$62.73		
195/4198/4227	SEASONAL FIREFIGHTER	27	29	\$21.84	\$22.86		
4195	FIRE CNTRL DISPATCHER III	28	31	\$38.74	\$42.49		
4195	EQUIPMENT MECHANIC II	31	31	\$34.85	\$40.03		
4195	FORESTRY PRG. COORD.	32	39	\$47.94	\$56.37		
4195	ACCOUNTING ASSISTANT I	35	23	\$27.25	\$30.21		
4195	ACCOUNTANT TECH II	36	32	\$36.17	\$42.43		
4195	SPECIALIST	37	35	\$46.40	\$54.17		
4195	PERSONNEL TECH III	38	29	\$34.81	\$40.65		
4195	AGENCY/PRGM INFO SPEC 2	39	36	\$42.44	\$50.69		
4195/4227	ADMIN ASSISTANT IV	40	29	\$32.72	\$37.28		
4195	ADMIN SVC OFFICER I	41	37	\$44.82	\$52.96		
4195	ADMINISTRATIVE AID	44	21	\$24.36	\$28.78		
4195/4227	FORESTER IV	46	37	\$49.41	\$57.17		
4195	ADMIN ASSISTANT I	45	23	\$24.36	\$28.78		
4195	ADMIN ASSISTANT II	47	25	\$26.31	\$28.67		
4235	CONSERVATION AIDE I - SEASONAL	49	20	\$23.02	\$27.86		
4195	FORESTER I	50	30	\$31.97	\$36.62		
4195	MANAGEMENT ANALYST I	51	33	\$40.73	\$48.44		
4195	MANAGEMENT ANALYST III	60	37	\$35.32	\$40.65		
4198	CONSERVATION CAMP COORDINATOR	52	37	\$51.62	\$60.62		

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NEVADA DIVISION OF FORESTRY  
 FY 2007  
 PERSONNEL BILLING RATES  
 FOR CAMP PROJECTS AND FIRE FIGHTING

B/A	POSITION TITLE	FIRE MGT		FIRE BILLINGS - NOTE #4		PROJECT BILLINGS - NOTE #3	
		SYS CLASS	GRADE	AVERAGE HOURLY RATE		AVERAGE DAILY RATE	
		CODE		REGULAR TIME	OVERTIME	REGULAR TIME	OVERTIME
4195	ACCOUNTING ASSISTANT IV	53	29	\$36.69	\$42.43		
4195	ACCOUNTING ASSISTANT I - SEASONAL	54	23	\$16.74	\$19.60		
4198	CONSERVATION CAMP AREA SUPERVISOR	55	37	\$44.31	\$52.04		
4195/4235	CONSERVATION AIDE I - SEASONAL	56	20	\$19.50	\$19.60		
4195	CONSERVATION AIDE II - SEASONAL	57	21	\$19.76	\$23.91		
4195	FIRE CNTRL DISPATCHER II - SEASONAL	58	28	\$21.94	\$26.63		
	INMATES						
4198	Conservation Projects - See Note #1			per person/per day		\$10.02	
4198	Fire fighting - (federal minimum wage + 2.0			per hour)		\$5.26	
EMERGENCY WORKER PAY RATES PER INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, Chapter 10, Section 13.6, Exhibit 01, as revised 3/22/04 for Calendar Year 2004							
				RATE INCL 2.08 % FOR WORKERS COMP			
AD CLASS			AD RATE	REGULAR	OVERTIME		
AD-A			10.68	\$10.90	\$16.35		
AD-B			11.72	\$11.96	\$17.95		
AD-C			13.00	\$13.27	\$19.91		
AD-D			14.40	\$14.70	\$22.05		
AD-E			15.80	\$16.13	\$24.19		
AD-F			17.28	\$17.64	\$26.46		
AD-G			21.00	\$21.44	\$32.16		
AD-H			24.00	\$24.50	\$36.75		
AD-I			24.52	\$25.03	\$37.55		
AD-J			26.72	\$26.25	\$39.38		
AD-K			28.24	\$28.83	\$43.24		
AD-L			33.84	\$34.54	\$51.82		
NOTES:							
#1	Inmate project rate is calculated at \$1.00/hour for a 10 hour workday, plus Workers Compensation						
#2	The Nevada Division of Forestry will continue to accept task orders from the Bureau of Land Management for the amount specified, and from other agencies with a set amount of project funds.						
#3	Project daily rate is based on a 10 hour workday.						
#4	Fire hourly rates include 16.5% Central Reporting Unit factor.						
#5	See Interagency Incident Business Management Handbook, Chapter 10 - Personnel, for listing						

**NEVADA DIVISION OF FORESTRY**  
**EQUIPMENT REIMBURSEMENT RATES - FY 2007**  
 Emergency And Conservation Projects

TYPE	PROJECT RATE	FIRE USE RATE	DAILY FIRE USERATE (emergency response only)	
				per mile/hour
A01	Sedan	\$0.36	\$0.41	\$11.32
A02	Suburban	\$0.32	\$0.39	\$12.41
A03	Suburban 4x4	\$0.49	\$0.57	\$13.69
A04	Sport Utility 4x4	\$0.47	\$0.55	\$8.83
A05	Van (all)	\$0.48	\$0.56	\$7.97
A06	Pickup 1/2 ton 4x2	\$0.38	\$0.42	\$9.20
A07	Pickup 3/4 ton 4x2	\$0.40	\$0.45	\$9.52
A08	Pickup Crewcab	\$0.56	\$0.66	\$8.09
A09	Pickup Compact	\$0.21	\$0.25	\$6.58
A10	Pickup 1/2 ton 4x4	\$0.45	\$0.52	\$10.70
A11	Pickup 3/4 ton 4x4	\$0.48	\$0.56	\$10.70
C01	Conservation Crew Vehicle	\$2.21	\$2.57	\$31.13
C02	Sonoma Kitchen	\$9.31	\$10.83	\$54.23
C03	Sonoma Support Trailer (Refer, etc.)	\$1.51	\$1.75	\$50.84
C04	Generator Trailer	\$18.95	\$22.07	\$2.60
C05	Portable Generator or Pump	\$8.39	\$9.77	\$7.62
C06	Chainsaw	\$4.22	\$4.90	\$4.37
C07	Chipper	\$20.45	\$23.82	
C08	Porta-Toilet	\$12.97		\$15.15
D01	Bulldozer, Light	\$25.86	\$30.11	\$11.52
D02	Bulldozer, Heavy	\$66.56	\$77.48	\$29.59
D03	Grader / Loader	\$32.21	\$37.49	\$18.74
E01	Type I Engine	\$2.63	\$3.04	\$94.88
E02	Type II Engine	\$2.25	\$2.62	\$82.48
E03	Type III Engine	\$1.19	\$1.39	\$43.82
E04	Type IV Engine	\$1.28	\$1.50	\$47.91
E05	Type V Engine	\$1.23	\$1.43	\$46.41
E06	Type VI Engine	\$1.10	\$1.28	\$35.04
E07	Water Tender <2,000 gallon	\$2.02	\$2.34	\$20.98
E08	Water Tender >2,000 gallon	\$2.13	\$2.48	\$44.28
S01	Stakeside Truck	\$0.90	\$1.03	\$12.54
S02	Service Truck (Mechanic, Communications, etc.)	\$0.44	\$0.51	\$13.05
S03	Helitack Service/Fuel Truck	\$1.08	\$1.28	\$35.81
S04	Transport (Dozer, Lowboy, Support, etc.)	\$2.43	\$2.83	\$21.61

- #1 The Daily Rate is utilized for emergency response only.  
 Fire Rates have been adjusted 3.2% to include both the CPI and the 1% decrease over FY 2006 for the CRU
- #2 Unit :  
 The camp project rate has only been adjusted by 4.2% for the CPI  
 A- 4.2% utilizing the Urban Consumer Price Index (CPI) over the FY06 rates.  
 B- 16.5% one time rate adjustment for programmatic support (IFC Approved) less 17.5% adjustment from FY 2006  
 = -1% net decrease

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Attachment B  
**EXAMPLE COOPERATIVE FIRE PROTECTION AGREEMENT**  
**EXHIBIT A**  
**COST SHARE AGREEMENT**

**A Unified Command must be established for this agreement to be valid.**

<b>Cost Share Agreement</b>	
Following is the Cost Share Agreement between the Agencies identified below as it was negotiated for the following incident. <b>The final GPS map of this incident must be attached to this Cost Share Agreement. The map is to include a breakdown of acreage by Agency.</b>	
Incident Name:	
Incident Numbers by Agency:	
Start Date and Time:	
Jurisdictions:	
Cause:	
Incident Command Structure:	
Incident Commander:	
Unified Command Representatives :	
This Cost Share Agreement between	and
	, and with the cooperation
of	was prepared under the
following authorities provided by as follows:	
1. The Cooperative Fire Protection Agreement between the Nevada Division of Forestry, USDA Forest Service, and the USDI Bureau of Land Management.	
2.	
3.	
4.	
5.	
6.	
Agency Representatives participating in development of Cost Share Agreement:	
Agency:	Agency:

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Name:		Name:	
Title:		Title:	
Agency:		Agency:	
Name:		Name:	
Title:		Title:	
Agency:		Agency:	
Name:		Name:	
Title:		Title:	

It is hereby agreed that the cost basis of this incident will be shared as follows:

Rational used in developing this cost agreement:

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The following is optional but will be used if costs are calculated on a percentage basis:

<u>Agency</u>	<u>Direct Costs</u>		<u>Air/Retardant Costs</u>	
		%		%
		%		%
		%		%
		%		%
		%		%
<b>Total</b>		<b>100%</b>		<b>100%</b>

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities.

Signature:		Date:	
Agency:		Phone:	
Mailing Address:			
Signature:		Date:	
Agency:		Phone:	
Mailing Address:			
Signature:		Date:	
Agency:		Phone:	
Mailing Address:			
Signature:		Date:	

Agency:		Phone:	
Mailing Address:			
Signature:		Date:	
Agency:		Phone:	
Mailing Address:			
This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities – continued:			
Signature:		Date:	
Agency:		Phone:	
Mailing Address:			

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## Items to Consider when Negotiating a Cost Share Agreement

### **A Unified Command must be established for this agreement to be valid.**

Negotiating cost share agreements within the State of Nevada has been delegated to the respective line officers in the Cooperative Fire Protection Agreement(s). Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory

Line Officer is defined as the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Superintendents for National Park Service Units, and Regional Forester for the State Division of Forestry, designated Staff Officer for Local Government.

Information and Billing Timelines must be reflective of those contained in the Interlocal agreements or their Annual operating agreements.

### **General Guidelines**

1. Agency specific costs normally are not shared.
2. Responsibility for claims is considered to be outside the scope of the cost share.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional agency.

**Method 1: Initial Attack Agreement.** During initial attack, resources are dispatched per preseason agreements or an established operating plan, to a multi-jurisdictional fire. If the incident is controlled with initial attack resources, agency administrators or delegated agency employee may agree to cost share some or all resource costs (e.g., dozers, handcrews, or aircraft working on both areas of responsibility) regardless of which agency dispatched the resource

**Method 2: Acres Burned.** A cost sharing method where costs are shared based on the acreage percentage of the fire within an agency's protection area.

**Method 3: You Order, You Pay (YOYP).** Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:

1. A unified ordering point is required and agencies agree to who will order which resources.
2. On-incident support costs may be split by the percentage of agency requested resources.

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3. Off-incident support costs are paid for by the ordering unit.

**Method 4: Cost Apportionment.** The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs. It is also used to share final incident costs based upon the usage of resources per operational period. This methodology requires written documentation of the resources assigned to and the operational objectives on all divisions or designated portions of the fire.

**Method 5: Combination of the Previous Four Methods.** It may be appropriate to utilize a combination of methodologies based on time, needs, and areas of responsibility.

### **Disengagement from Cost Share Agreement**

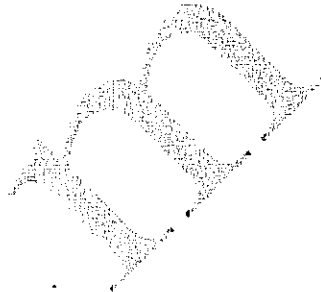
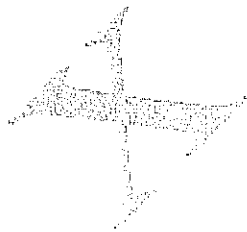
Jurisdictions may no longer need to be a party to the cost share based on control objectives (Shift in approach as allowed under Appropriate Management Response (AMR) as used by the Federal Agencies.) or based on a mutually understood and agreed upon rationale.



## Definitions

**Direct Costs** – All costs associated with direct fireline / fireground and operations including aircraft, except air tankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Air tanker costs and associated retardant costs are direct costs but normally are calculated as a separate cost share rate.

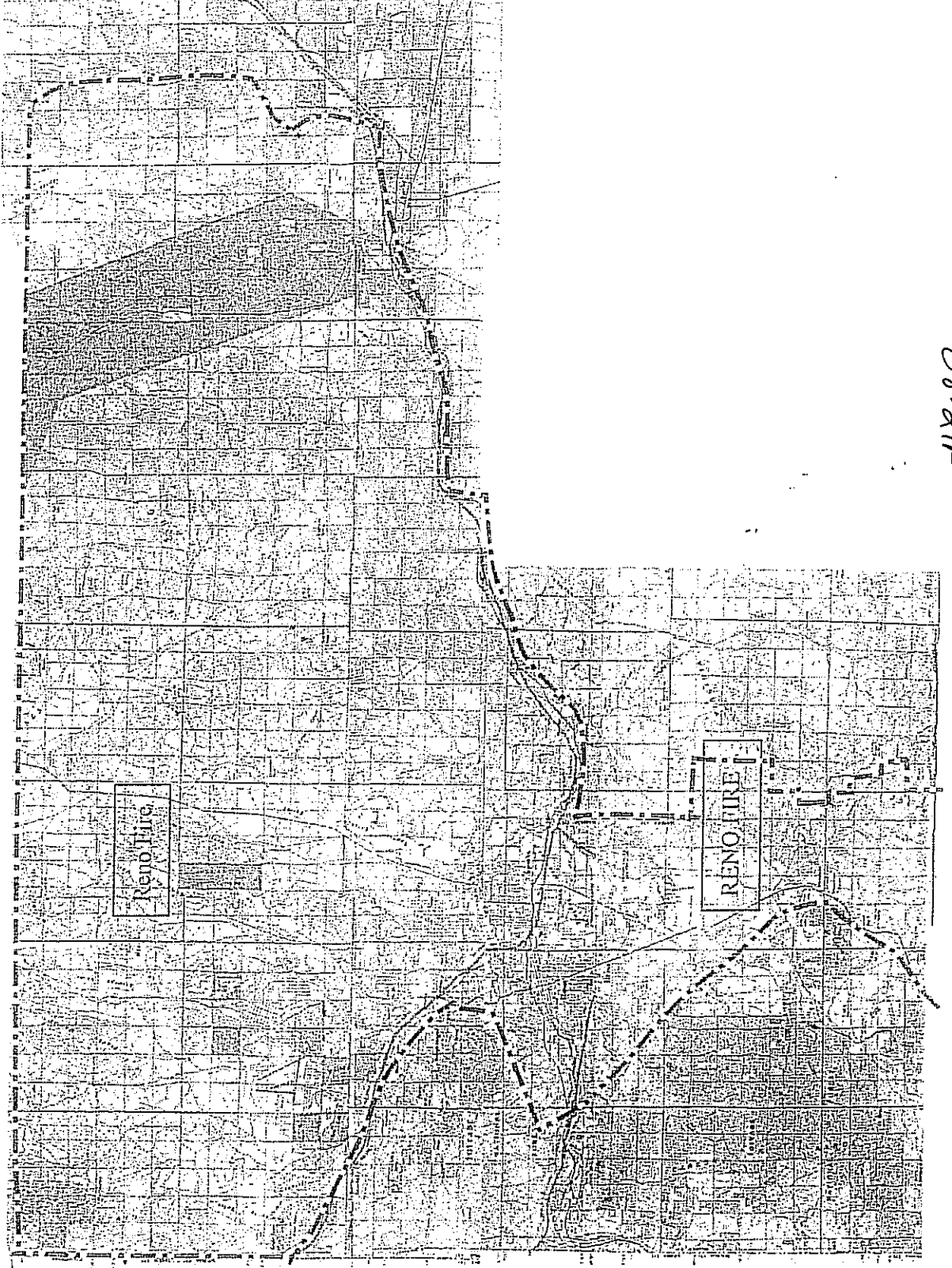
**Indirect Costs** – All other costs ordered by or for the incident but not defined as direct costs. Indirect costs may include office support personnel, mobilization / demobilization centers, dispatching airbase operations, transportation from home base to camp, and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.



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**Attachment C**

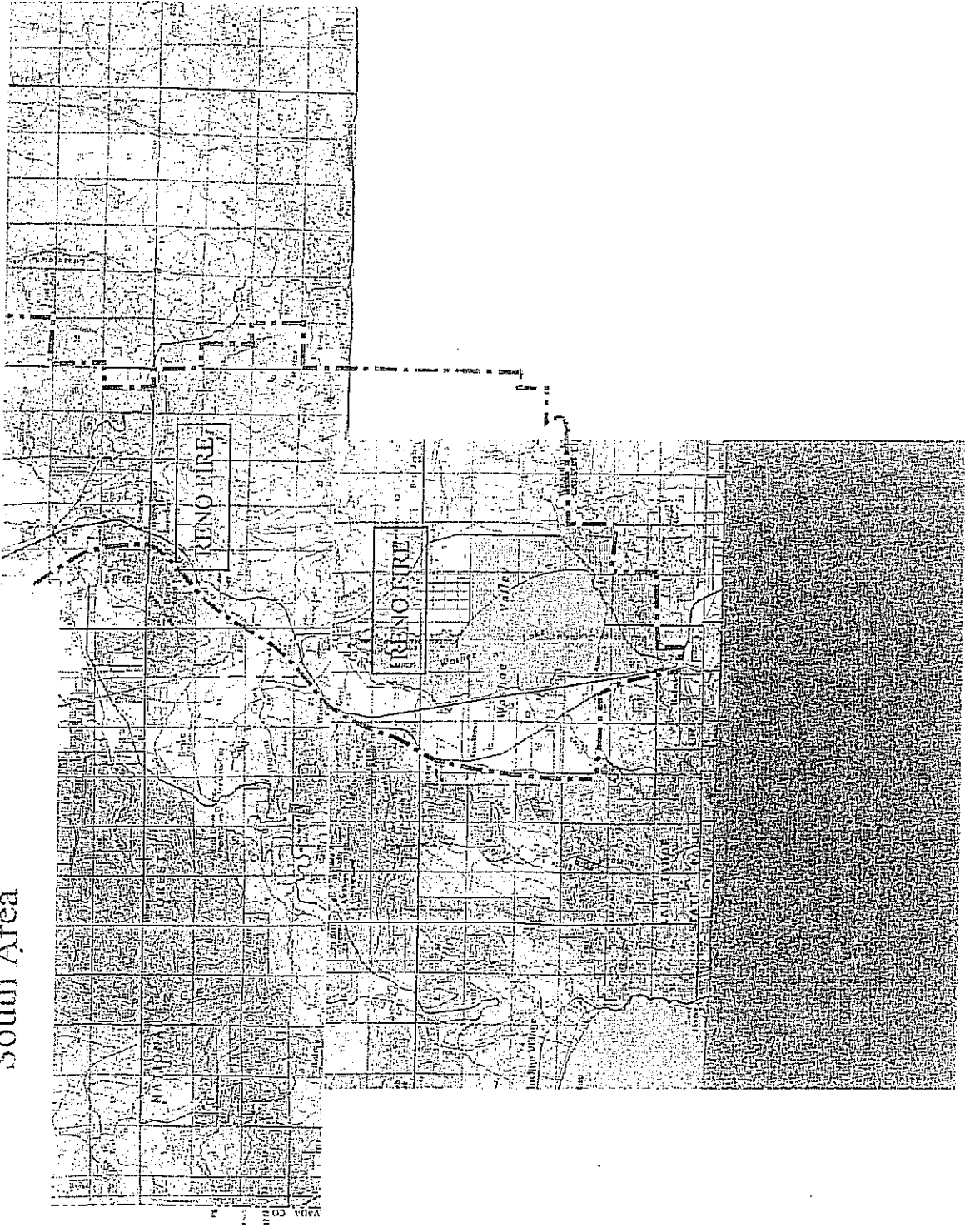
Truckee Meadows Fire Protection Dist./ City of Reno Area of Annual Operating Plan



Northern  
Area

08-21F

Truckee Meadows Fire Protection Dist./  
City of Reno Area of Annual Operating Plan  
South Area



08-21F

**RESOLUTION**—Designating certain Truckee Meadows Fire Protection District (TMFPD) property as surplus property that has reached the end of its useful life, finding that a transfer of that property to the North Lyon County Fire Protection District (NLCFPD) would substantially benefit the inhabitants of TMFPD, and approving the transfer of that property to NLCFPD

WHEREAS, NRS 244.1505 provides that a board of county commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the county and that a board may make a grant of money to a private organization, not for profit, or to a governmental entity, to be expended for a selected purpose;

WHEREAS, The Truckee Meadows Fire Protection District Board of Fire Commissioners has determined:

- (1) that certain property of the district---namely: **1980 International 4x4 brush Truck VIN AR182KHB23602**---is surplus property of the district that has reached the end of its useful life for the district; and
- (2) that gifting this property to the NLCFPD for \$1 will provide a substantial benefit to the inhabitants of TMFPD by enhancing the NLCFPD's ability to provide fire protection and other services for TMFPD via mutual and automatic aid agreements; and

WHEREAS, the TMFPD Board of Fire Commissioners desires to comply with the spirit of NRS 244.1505.

NOW, THEREFORE, BE IT RESOLVED by the TMFPD Board of Fire Commissioners that the Board hereby a gift of the property described herein to the NLCFPD for \$1.

Adopted this 13<sup>th</sup> day of May, 2008.

\_\_\_\_\_  
Chairman

ATTEST:

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

08-22-08