

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

TUESDAY

4:15 P.M.

JUNE 17, 2008

PRESENT:

Bob Larkin, Chairman
Bonnie Weber, Vice Chairman
Jim Galloway, Commissioner
David Humke, Commissioner
Kitty Jung, Commissioner

Amy Harvey, County Clerk
Katy Singlaub, County Manager
Paul Lipparelli, Legal Counsel
Marty Scheuerman, Division Chief

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

08-30F AGENDA ITEM 2

Agenda Subject: "Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the 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.

08-31F AGENDA ITEM 3

Agenda Subject: "Report on Wildland Readiness for 2008 fire season."

Division Chief Marty Scheuerman conducted a PowerPoint presentation, which was placed on file with the Clerk. He explained the report was put together in conjunction with Fire Chief Michael Greene of the Sierra Fire Protection District. The report included the seven-day significant fire potential as of Friday, June 13, 2008, a look at some of the long-term fire potential for the Western Great Basin, and some of the climate forecasts for the summer. Although there was a potential for large wildland fires, he remarked the fire potential "could be worse" and late spring moisture delayed the onset of what had been seen during prior years' fire seasons. Chief Scheuerman pointed out wildland fire statistics for the State, and talked about fire fuels and fire behavior concerns with respect to the safety of the firefighters and the public. He discussed the

firefighting resources available throughout the area, commenting that some of the finest engine equipment on the West Coast was located in Washoe County. However, he indicated aviation resources were somewhat thin. He said State National Guard aviation assets could not be accessed unless agency resources or private vendors were unavailable. Chief Scheuerman identified several outside cooperators such as the Lake Tahoe Fire Chief's Association, Nevada State Mutual Aid, and Sierra Front Incident Management Team. He talked briefly about some specific fuels management projects for the Truckee Meadows Fire Protection District and the Sierra Fire Protection District. He reviewed pending grant sources. He talked about some of the work being done on future wildland codes.

Chairman Larkin asked if the District was ready for the fire season. Chief Scheuerman said they were ready, although negotiation of some of the interlocal agreements with the U.S. Forest Service and the Bureau of Land Management had taken an inordinate amount of time due to changes at the national level.

There was no public comment on this item.

No action was taken on this item.

08-32F AGENDA ITEM 4

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

Division Chief Marty Scheuerman said he was directed by the Board to include some additional information in the report. He indicated a system was being developed to report volunteer response activities, and specific fill-in-the blank forms would be provided for the volunteers to complete. He anticipated the volunteer reports would be about one month behind while the information was being compiled.

Commissioner Weber said she was appalled to see, once again, that only the Silver Lake Volunteer Fire Department turned in their report. She suggested the minutes from the Volunteer Fire Department meetings be included in the report. Chief Scheuerman agreed and stated the reporting requirements were also being built into new volunteer agreements that would come before the Board within another month or so.

There was no public comment on this item.

No action was taken on this item.

08-33F AGENDA ITEM 5

Agenda Subject: "Resolution adopting and approving mutual aid agreement between Sierra Fire Protection District and the City of Reno/Truckee Meadows Fire Protection District and related 2008 operating agreement."

Commissioner Galloway asked about the mutual aid agreement and Division Chief Marty Scheuerman indicated it would be brought before the Board by the Sierra Fire Protection District.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Galloway, which motion duly carried, it was ordered that Agenda item 5 be adopted and approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

08-34F AGENDA ITEM 6

Agenda Subject: "Commissioners'/Manager'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)."

Chairman Larkin asked Division Chief Marty Scheuerman to keep the Board informed on the status of resources through the Air National Guard.

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6:25 p.m. On motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Truckee Meadows Fire Protection District

ATTEST:

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

*Minutes Prepared By
Lisa McNeill, Deputy County Clerk*

**Sierra Fire Protection District and the
City of Reno/Truckee Meadows Fire Protection District (TMFPD)**

◇

In accordance with NRS 277.180, this agreement ("Agreement") is made and entered into by the Sierra Fire Protection District, (hereinafter referred to as "Sierra Fire"), a Fire Protection District formed under NRS Chapter 473, the City of Reno; a municipal corporation, and Truckee Meadows Fire Protection District, a Fire District formed under NRS Chapter 474 (hereinafter, the City of Reno and Truckee Meadows Fire Protection District may be referred to collectively for ease of reference as the "Consolidated Fire Department") and is effective upon approval and execution by all parties.

RECITALS

WHEREAS, it is deemed that the services of both 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" and Sierra Fire in providing both automatic aid and mutual aid situations as set forth herein is in the best interests of the public and citizens of the affected jurisdictions; and,

WHEREAS, Sierra Fire, the City of Reno, and TMFPD, contractually through the Fire Consolidation Agreement, maintains and operates fire/rescue organizations within their respective jurisdictions; and,

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

WHEREAS, the parties hereto desire to enter into an interlocal agreement pursuant to NRS 277.180 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

WHEREAS, TMFPD desires to and does provide authority to the Consolidated Fire Department to carry out the provisions of this Agreement, including the duty to negotiate costs sharing agreements; and,

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 definitions shall have the meaning ascribed to them:

a. **Agency** – shall mean either Sierra Fire or the Consolidated Fire Department.

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b. **Automatic Aid** – Automatic Aid means both Sierra Fire and the Consolidated Fire Department are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Appendixes A and B.

c. **Mutual Aid** – Mutual Aid may be provided in the event of a specific request for assistance as set forth below.

d. **Requesting Agency** - The agency which experiences an incident in which assistance, whether Mutual Aid or Automatic Aid, is sought shall be known herein as the Requesting Agency.

e. **Responding Agency** - The agency providing assistance, whether through Mutual Aid or Automatic Aid, shall be known herein as the Responding Agency.

2. Request for Mutual Aid. When it is believed that Mutual Aid is necessary, a request for assistance shall be made by the Requesting Agency's designated official to any on duty Battalion Chief or to the Fire Chief, or his authorized designee, of the Responding Agency. Each agency shall provide a telephone number or telephone numbers to the other agencies which should be used when requesting assistance from the Responding Agency.

3. Mutual Aid Resource Determination. The Fire Chief, or his duly authorized designee, for the Responding Agency shall determine whether it has sufficient resources available to provide Mutual Aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency under the terms of this Agreement. The decision as to availability of resources is solely within the discretion of the Responding Agency. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

4. Automatic Aid and Mutual Aid. The parameters of Automatic Aid and Mutual Aid and the attendant response areas are set forth in Appendixes A and B, which are incorporated herein by this reference. In addition, the Fire Prevention Bureau of each party may conduct joint reviews of significant projects in the Mutual Aid areas here after described, if any, provided that a request is made by the Requesting Agency to the Responding Agency and further provided that each party reserves the ability to charge for these services if significant staff time is expected to be extended, in the discretion of the Responding Agency. The term "Significant staff time" as used in this paragraph means more than two (2) hours. If the Responding Agency determines that significant staff time is required and it will be requesting reimbursement from the Requesting Agency, the charges relating thereto shall be discussed and agreed upon in writing prior to the rendering of and invoicing for services

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5. Communications. In both Mutual Aid and Automatic Aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Agency. All communications will be to the requesting dispatch center on the designated frequency. Each of the agencies may maintain and operate mobile radios on the other party's frequencies when interagency communications are required. The affected agency shall notify their respective dispatch centers and institute protocol for the parties to contact the other dispatch center using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement.

6. Incident Management. Any Mutual Aid or Automatic Aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement. In addition, each party will advise the other party of incidents that have extended beyond the capabilities of initial attack forces and/or is a potential extended attack fire when either party has a jurisdictional interest or when the potential exists for the incident to reach any other party's jurisdiction.

7. Reimbursement. Unless otherwise provided in the Agreement, the following shall apply to reimbursement requests for both Mutual Aid and Automatic Aid:

- a. Mutual Aid and Automatic Aid shall be provided without expectation of reimbursement with the exception of incidents that last longer than (24) twenty-four hours.
- b. After 24 hours, the designated representative for each agency shall attempt to meet and confer to allocate the costs of the incident between the parties.
- c. On incidents that occur in both jurisdictions, a cost share agreement will be developed prior to the termination of the incident.
- d. If reimbursement of any kind is sought and received, whether through litigation, claims, or from FEMA or from any other agency or other third party (collectively referred to as "Third Party Reimbursement Request"), then the Responding Agency will be entitled to receive reimbursement for the incurred actual invoiced costs from time of the request for Mutual Aid and/or Automatic Aid. The parties recognize FEMA reimbursement is usually not less than 75% of incurred actual invoiced costs. If a Third Party Reimbursement Request is

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unsuccessful or less than 75% of incurred actual costs are received, then sections 7a or 7b of this Agreement would apply.

- e. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
- 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 party.
- g. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.
- h. 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 (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - Bill for Collection
 - Narrative Cover Letter
 - Fire Suppression Cost Summaries
 - Copies of Resource Orders and other supporting documentation
 - Copies of applicable Cost Share Agreements
- i. In no circumstances will either agency agree to or pay incident charges on behalf of the other agency without first obtaining express written permission.

8. Incident Report. For services rendered pursuant to this Agreement, the Responding Agency shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident, unless a different time is mutually agreed to otherwise by the Fire Chiefs, or authorized designee.

9. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all 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

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616D and NRS 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.

10. Termination and Modification. The Agreement may be terminated by mutual consent of all of the parties or unilaterally by any party without cause upon providing thirty (30) days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired and if this event occurs, the affected party shall immediately notify the other parties in writing. 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.

This Agreement, including Attachments A and B, will be reviewed by staff for the parties each year to determine whether or not to make a recommendation for a modification to the governing bodies of the parties. Any modification to this Agreement shall be approved in the same manner as was the Agreement itself.

11. Independent Agencies. Except as otherwise provided in the First Amended Fire Consolidation Agreement, the parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in 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. Notwithstanding the foregoing, all parties reserve all rights to assert application of statutory immunities and legal defenses, including application of NRS 41.035 in the aggregate as a defense or limitation of multiple claims by third parties.

12. Hold Harmless and Limited Liability. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of the parties shall not be subject to punitive damages. Except as specified in the Consolidated Fire Agreement, as between the City of Reno and TMFPD, 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

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hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

13. 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.

14. Integration and Modification. This Agreement constitutes 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 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 approved and signed by the respective governing bodies hereto.

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

16. 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. Notwithstanding the foregoing, the Truckee Meadows Fire Protection District consents that the duties under this Agreement may be performed by the Consolidated Fire Department.

17. 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, as applicable.

18. 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.

19. 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, irrespective of conflicts of law rules.

20. Approval. This Agreement shall become effective upon approval and signature by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect thereafter unless terminated as provided herein.

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21. Notices. All notices or other communications required or permitted to be given under 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:

Sierra Fire Protection District
Fire Chief
1001 E. Ninth St
Reno, NV 89503

Truckee Meadows Fire Protection District
And Reno Fire Department
Fire Chief, Reno Fire Department
200 Evans Ave.
Reno, NV 89501

Cc: Reno City Attorney's Office
Attention: Tracy L. Chase, Chief Deputy
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.

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IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed as of the day and year herein below.

Dated this _____ day of _____, 2008.

CITY OF RENO

Robert A. Cashell, Sr., Mayor
City of Reno, Nevada

ATTEST:

City Clerk, City of Reno

APPROVED AS TO FORM:

Reno City Attorney

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Robert M. Larkin, Chairman
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

Washoe County District Attorney

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SIERRA FIRE PROTECTION DISTRICT

Robert M. Larkin, Chairman
Sierra Fire Protection District Board of Directors

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

Washoe County District Attorney

08-3-11

ATTACHMENT A

DEFINED AUTOMATIC AID RESPONSE AREAS

A. RENO FIRE DEPARTMENT/TRUCKEE MEADOWS F.P.D. JURISDICTION

The Sierra Fire Protection District is requested to respond automatically to the following identified response areas:

- a. **RFD Eastlake Response Area:** For this Agreement, this area is as defined as all areas east of U.S. Highway 395 with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of U.S. Highway 395 and Eastlake Blvd. Automatic Aid response includes:
 - a. One Type 1 Engine on first alarms only when E-16 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

- b. **RFD Toll Rd. Response Area:** For this Agreement, this area is as defined as all areas east of U.S. Highway 395 to the Washoe/Storey County line with the Northern Boundary of Geiger Grade Road, Southern Boundary of -U.S. Highway 395 and Rhodes Road, Western Boundary of- the Steamboat Ditch. The response area includes the Toll Road Area. Automatic Aid response includes:
 - a. One Type 1 Engine on first alarms only when E-14 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

- c. **RFD Mira Loma Response Area:** For this Agreement, this area is as defined as all areas east of Mira Loma Rd to the Washoe/Storey County line with the Northern Boundary of Truckee River, Southern Boundary of Geiger Grade Rd., with the exclusion of the Hidden Valley Urban area. Automatic Aid response includes:
 - a. One Type-1 Engine, One Water Tender on all Second Alarm incidents
 - b. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

- d. **RFD Pleasant Valley Response Area:** For this Agreement, this area is as defined as all areas east North/South Ridgeline District Boundary on the West side of

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Pleasant Valley to the Washoe/Storey County line with the Northern Boundary of- Rhoades Road, Southern Boundary of -U.S. Highway 395 and Northern Eastlake Rd. Automatic Aid response includes:

- a. One Type 1 Engine on first alarms only when E-16 is unavailable
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

e. RFD Brown Response Area: For this Agreement this area is as defined as all areas west of US 395 with the Northern Boundary of- Foothill Road, Southern Boundary of U.S. Highway 395 and Towne Dr. Automatic Aid response includes:

- a. One Type 1 Engine on first alarms only when E-14 is unavailable
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

f. RFD Mt. Rose Response Area: For this Agreement, this area is as defined as all West of US 395, from Steamboat Ditch to Zolezzi Lane. Automatic Aid response includes:

- a. One Type 1 Engine on first alarms only when E-14 is unavailable
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

g. RFD Verdi Response Area: For this Agreement, this area is defined as any newly annexed areas in the Mogul, Verdi, and Southern Peavine area. Automatic Aid response includes:

- a. One Type-1 on all First Alarm incidents.
- b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
- c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires

All other RFD response areas shall be considered as Mutual Aid and requested through the Sierra Front Interagency Dispatch Center

Incident Communications shall be on the RFD assigned frequency

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B. SIERRA FIRE PROTECTION DISTRICT JURISDICTION

The Reno Fire Department is requested to respond automatically to the following identified response areas:

1. **SFPD West Washoe Response Area:** For this Agreement, this area is as defined as all areas west of U.S. Highway 395 with the Northern Boundary of U.S. Highway 395 at Pagni Lane and the Southern Boundary of the Washoe/Carson City County line. Automatic Aid response includes:
 - a. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush truck, One Water Tender on Second Alarm wildland fires.

2. **SFPD Peavine Response Area :** For this Agreement, this area is as defined as all areas of west of U.S Highway 395 from Raleigh Heights to the Nevada-California State lines. Automatic Aid response includes:
 - a. One Type-1 Engine, on all Still Alarm incidents.
 - b. Two Type-1 Engines, One Water Tender, One BC on all Second Alarm incidents.
 - c. Two Type-3 Brush Engines, One Water Tender, One BC on all Second Alarm wildland incidents.

3. **SFPD Galena-Arrow Creek Response Area:** For this Agreement, this area is as defined as all areas West of U.S. Highway 395 at Steamboat Ditch to Galena Creek Park with the Northern Boundary of- Thomas Creek Road and Holcomb Lane, Southern Boundary of Browns Creek. Automatic Aid response includes:
 - a. One Type-1 Engine, one Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush Engine, one Water Tender on all Second Alarm wildland incidents.

4. **SFPD Verdi Response Area:** For this Agreement, this area is as defined as all areas West from West McCarran within the SFPD boundary to the Nevada-California State Line. Automatic Aid response includes:
 - a. One Type-1 Engine, one Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush Engine, One Water Tender on all Second Alarm wildland incidents.

5. **SFPD Keystone Canyon/Hoage Road response area:** For this Agreement, this area is as defined as all areas within the SFPD boundary North of North McCarran and west of 395 with the northern boundary Raleigh Heights. Automatic response includes:

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- a. One Type-1 Engine, on all Still Alarm incidents.
- b. Two Type-1 Engines, One Water Tender, One BC, on all Second Alarm incidents.
- c. Two Type-3 Brush Engines, One Water Tender, One BC on all Second Alarm wildland incidents.

Incident Communications shall be on the Sierra Fire Protection District assigned frequency.

All other SFPD response areas shall be considered as Mutual Aid and requested through the Reno Dispatch Center.

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ATTACHMENT B

MUTUAL AID

2007-2009 ANNUAL OPERATING PLAN

The Annual Operating Plan for the fiscal years of 2007/08 and 2008/09 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective parties shall conduct an annual review of the Operating Plan during the month of December of each year so each of the parties may utilize this information in the budgetary processes applicable to it.

A. MUTUAL AID REQUESTS:

It is in the best interests of all parties to:

1. Render Mutual Aid at the request of the Fire Chief, or duly authorized designees, to respond to and provide fire suppression services on a fire or disaster of such magnitude that it is or is likely to be beyond the control of a single party and requires the combined forces of the parties.
2. To respond with the closest forces available to respond to reported and actual emergencies when the Responding Agency is better situated to provide a more timely response to the emergency. The response of closest forces is referred to as Mutual Aid and is to be evaluated upon receipt of a request by the Requesting Agency as set forth in this Agreement.

No response to a Mutual Aid request provided for in this Agreement will be made by the parties hereto unless the request is received through the established communication channels common to each party requesting such aid and approved by a responsible officer of the party granting such aid.

B. RESOURCES AND REIMBURSEMENT:

Unless provided otherwise in the Agreement, Mutual aid shall be provided without expectation of reimbursement up to the first twenty-four (24) hours of the incident from the time of request and within the jurisdictional areas of the respective parties; provided, however, that neither party shall be required to deplete its own fire protection resources, services, and facilities to the detriment of its normal fire protection responsibilities, which decision is to be made by and is within the discretion of the Responding Agency.

The exception to this reimbursement period is the use of Fire/Fuels Crews and any Dozer resources developed by the Sierra Fire Protection District. These Fire Fuels Crews shall be utilized at no cost with exception of any overtime cost after 48 hours. The Dozer resources shall be reimbursed after 24 hours.

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

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)

RENO 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

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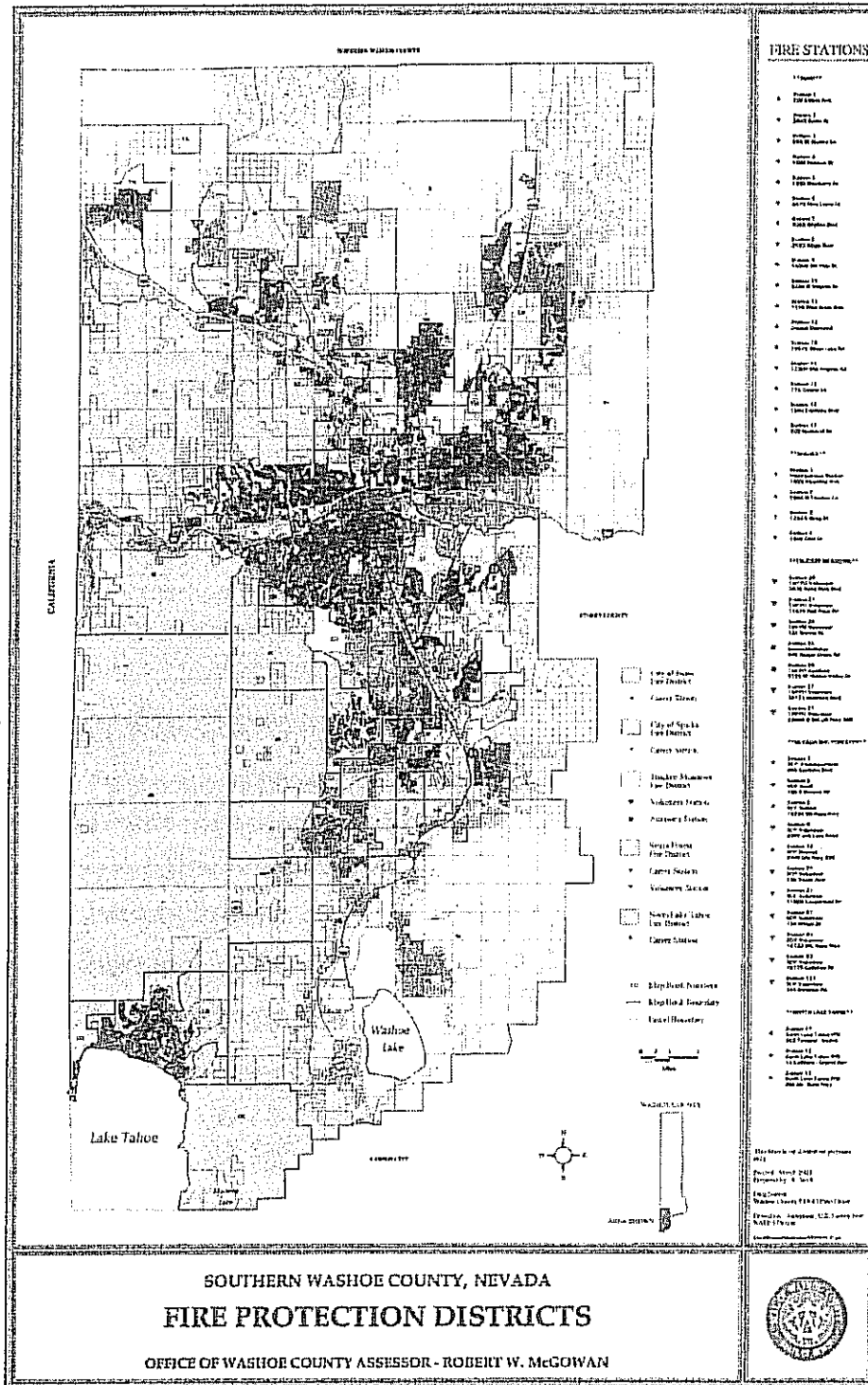
RENO OVERHEAD PERSONNEL (40 Hour Personnel)

	<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>	
	Base	Overtime	Base	Overtime	Base	Overtime
• 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

In exchange for the above noted exception, the Consolidated Fire Department will provide the following resources to Sierra Fire as assistance for hire upon request and if such resources are available: Breathing Air Support Unit, Light Support Unit, Heavy Rescue Unit, and Hazmat team / equipment*. (*Haz-mat equipment which is deemed not reusable by the Responding Agency will be reimbursed by agency of jurisdiction). Safety Officers and fire investigations will be assistance for hire unless the incident is a joint incident.

08.03.09

APPENDIX C MAPS OF AUTOMATIC AID AREAS



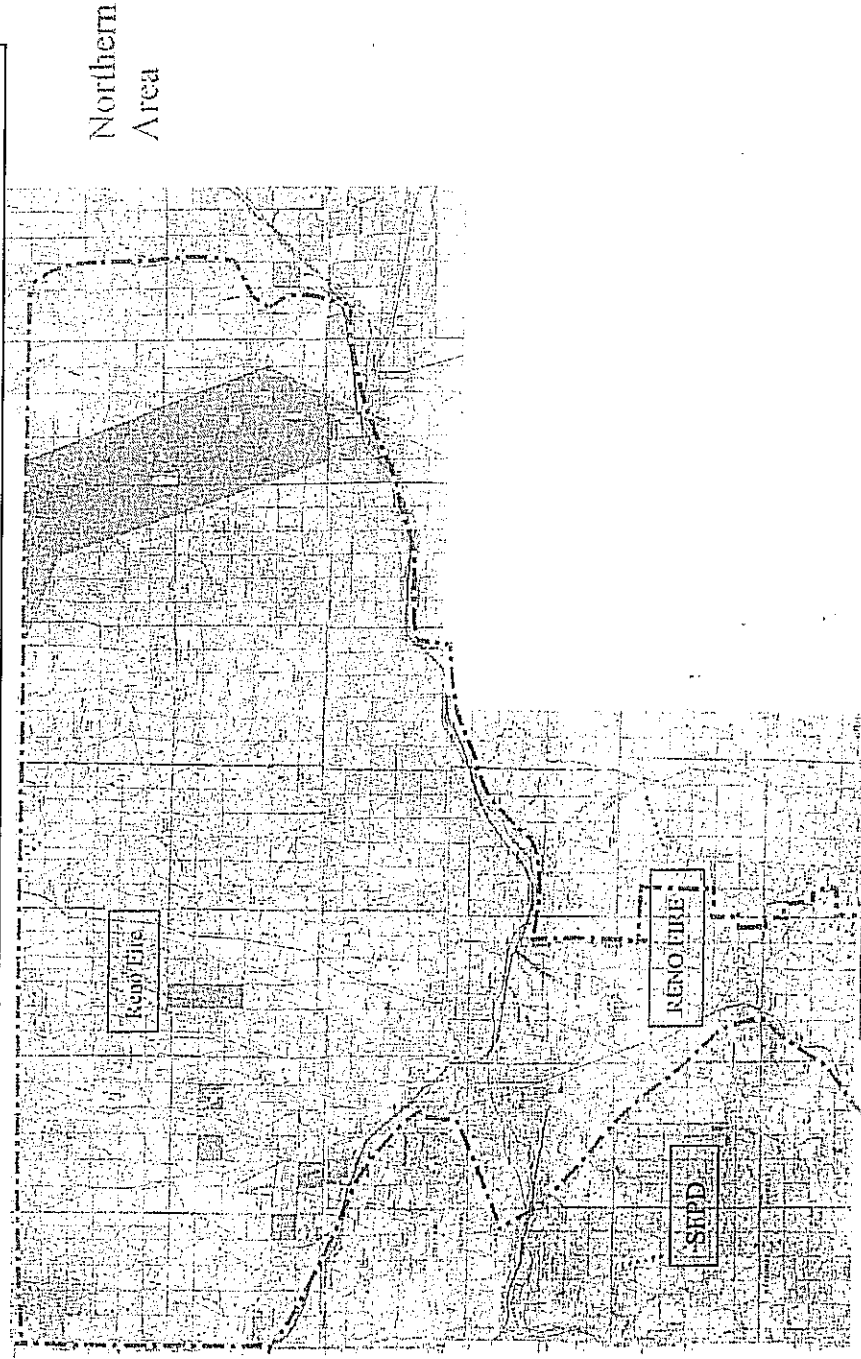
FIRE STATIONS

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- 2. Station 2
- 3. Station 3
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- 100. Station 100

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APPENDIX C MAPS OF AUTOMATIC AID AREAS

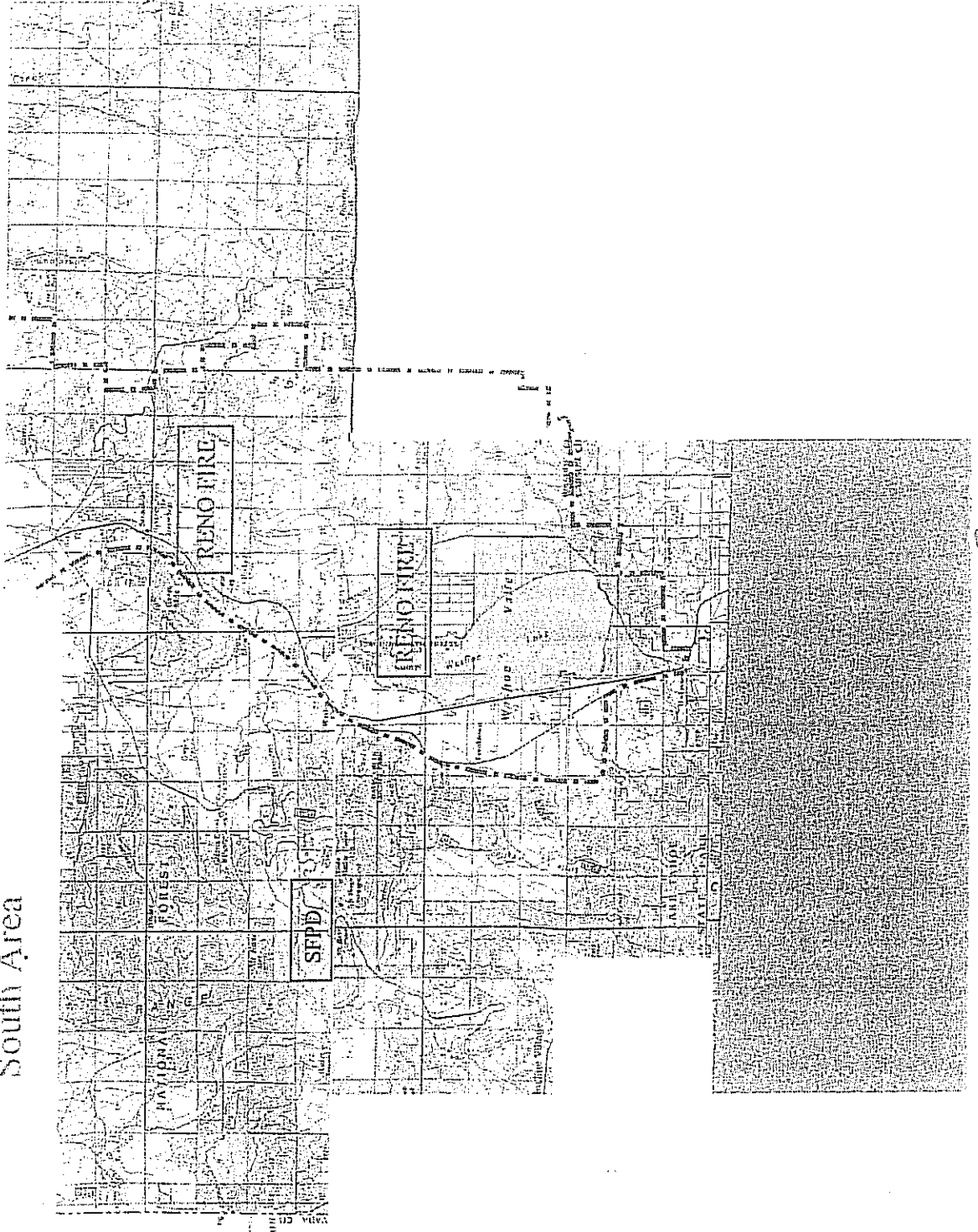
Reno/TMFPD - Sierra Fire Protection District Jurisdictional Map



08-33F

Reno/TMFPD - Sierra Fire Protection District Jurisdictional

South Area



08-331