

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

TUESDAY

10:00 A.M.

AUGUST 24, 2010

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel
Tim Alameda, Division Chief

The Board convened at 1:10 p.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

10-64F AGENDA ITEM 2 – PUBLIC COMMENT

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 Board of Fire Commissioners as a whole.”

There was no response to the call for public comment.

CONSENT AGENDA – AGENDA ITEMS 3A AND 3B

10-65F AGENDA ITEM 3A

Agenda Subject: “Acceptance of volunteer/auxiliary report for July 2010 (Including monthly operations report of Volunteer Fire Departments indicating response data, training activities/apparatus updates, administrative, radio communication and dispatch issues, etc.)”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 3A be accepted.

10-66F AGENDA ITEM 3B

Agenda Subject: “Approval of the BOFC meetings minutes for February 23, 2010 and March 23, 2010.”

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 3B be approved.

10-67F AGENDA ITEM 4

Agenda Subject: “Update on Community Forum meetings regarding operation of the new Arrowcreek station; recommendation to acknowledge receipt and provide comment on the list of proposed station operation options contained within Attachment A; recommendation to acknowledge receipt of the propose evaluation criteria related to station operation options contained within Attachment B; and possible direction to staff to return to the Board following discussion of the proposed criteria and options with stakeholders.”

Tim Alameda, Division Chief, said this item was discussed and accepted during the Sierra Fire Protection District (SFPD) meeting.

There was no response to the call for public comment and no action was taken on this item.

10-68F AGENDA ITEM 5

Agenda Subject: “Fire Chief Report – Report and discussion related to Fire District operations including updates on station brown outs by Reno/Truckee Meadows--Chief Michael Hernandez.”

Michael Hernandez, Fire Chief, said the brownout summary and a listing of significant events were included in the Board’s packet. He stated outreach with the volunteers was continuing. He said there was a second Volunteer Chief’s meeting, which covered the policies on volunteer recruitment and the minimum age standards. He said Workers Compensation experts were brought in to discuss the impact of Workers Compensation on the various agencies.

Chief Hernandez advised there had also been a meeting with some of the District’s partners in the northern part of the County near Cedarville, California. He said the discussions included training opportunities and area issues. He felt it was a good meeting and it reopened the lines of communication between the organizations. He said he also sat in on a well attended Citizen Advisory Board (CAB) meeting in Gerlach, Nevada.

Chief Hernandez said he received some letters from Chairman Humke regarding the labor/management process and dispatch and prevention issues that related to the Master Plan. He stated he forwarded Chief Latipow a summary of the prevention issues on which there could be immediate affect. He said work was being done on the things that could be touched immediately.

There was no response to the call for public comment and no action was taken on this item.

10-69F AGENDA ITEM 6

Agenda Subject: “Update on Joint Fire Advisory Board Meeting and Interlocal Agreement review process status.”

Tim Alameda, Division Chief, advised Articles 2 and 6 of the Interlocal Agreement, which covered terms, administration, and equipment, were being worked on. He said future plans included working on Workers Compensation and on some insurance items that had surfaced.

Commissioner Larkin said the Interlocal Agreement was being reviewed section-by-section and page-by-page. Commissioner Breternitz asked when the review would be done. Commissioner Larkin said it had been anticipated to be completed by the end of October 2010. He said there was an issue with the Standard of Cover Contract review, which pushed the Interlocal Agreement review back by a month to a month and a half. He complemented legal staff because they were really moving quickly through the review of the Interlocal Agreement.

There was no response to the call for public comment and no action was taken on this item.

10-70F AGENDA ITEM 7

Agenda Subject: “Possible action to approve the Cooperative Agreement for mutual aid, and annual operation plan, with the City of Reno and the Sierra Fire Protection District, and if approved adopt the Resolution and authorize the Chair to sign all documents. (All Commission Districts)”

Tim Alameda, Division Chief, advised this was a standard document.

There was no response to the call for public comment.

On motion by Commissioner Larkin, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 7 be approved, adopted, authorized, and executed. The Resolution and the Cooperative Agreement for same are attached hereto and made a part of the minutes thereof.

Agenda Subject: “Discussion and possible approval of the Truckee Meadows Fire Protection District payment to City of Reno in the sum of \$533,833.00 for the final implementation of the recently executed Amendment One to the First Interlocal Agreement for Fire Service and Consolidation. (All Commission Districts)”

Tim Alameda, Division Chief, read the summary in the staff report dated July 28, 2010 into the record.

Mary Walker, Walker and Associates, said the Board of Fire Commissioners (BOFC) approved the First Amended Interlocal Agreement with the City of Reno in May. She advised the Truckee Meadows Fire Protection District (TMFPD) paid 28.33 percent of the City of Reno’s Fire Department’s budget. She clarified reductions in force were for the City of Reno’s Fire Stations, which had nothing to do with TMFPD Fire Stations. She said the original Interlocal Agreement never anticipated service level reductions like this happening. She explained as costs went up, the TMFPD still paid 28.33 percent of the budget. So when the City of Reno cut the Fire Department’s staff by 25 percent, the TMFPD received 28.33 percent of the savings, even though the cuts were done solely for the City of Reno.

Ms. Walker said through the Joint Fire Advisory Board and through negotiations with the City of Reno, an alternative methodology was brought before the BOFC on May 11, 2010. She said it fairly split the savings between the TMFPD and the City of Reno. She explained if there were items only the City of Reno paid for, those savings would only go back to the City of Reno and the same would be true if the TMFPD totally paid for a station’s operation. She said both parties would receive the benefit of any savings in the areas that were jointly funded, such as administration, the Fire Chief, and prevention and training. Ms. Walker said in the last few years, the TMFPD went from paying \$14.4 million to the City of Reno down to \$12.8 million. She said the contract also contained a clause that stated if there were service level impacts on TMFPD due to a Reno Fire Station closure, the TMFPD would share in those savings proportionally.

Ms. Walker explained after going over the savings reductions for the last few years, the TMFPD had to pay the City of Reno back just over \$1 million dollars. She indicated there was no budget authority to pay the City of Reno back that full amount last year. She said a partial payment of \$500,000 was made and an agreement was reached with the City of Reno to pay the rest of the amount in Fiscal Year 2010/11. She said the remaining amount was included in the budget for the TMFPD for Fiscal Year 2010/11, and this would be the final payment to the City of Reno.

Commissioner Weber asked how volunteers would fit into this financially if the savings were achieved due to brownouts and the volunteers would be used as backups. Chief Alameda stated he would have to look into that because the volunteers were a part of the overall TMFPD budget.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Larkin, which motion duly carried, it was ordered that Agenda Item 8 be approved.

10-72F AGENDA ITEM 9

Agenda Subject: “Commissioners’/Manager’s Announcements, requests for information and identification of topics for future agendas. (No discussion among Commissioners or action will take place on this item.)”

Commissioner Weber asked Sarah Thomas to come up and make her statement again that was made during the Board of County Commissioners meeting.

Ms. Thomas said Reno Station 9 was browned out on August 17, 2010, which left the Truckee Meadows Fire Protection District (TMFPD) Station 13 the only available fire station for Stead, Golden Valley, Lemon Valley and the Red Rock areas. She explained Station 13 responded to a medical emergency in the City of Reno and moments later a fire call was dispatched to Silver Lake Park on Red Barron Drive. She said the first response time was 11 minutes and Engines 1, 2, and 4 from Reno and Engine 18 from Cold Springs were dispatched. She stated Station 13 met an obligation in the City of Reno, which it must do all of the time now because Station 9 was out of service and there was no aid to the County. She said mutual aid was supposed to be a premise of the consolidation. She believed this example indicated that the relationship was one-sided with the savings going to the City of Reno. She said since Engines 13 and 18 were committed to City of Reno incidents, there were no engines available for any additional incidents that might occur in the North Valleys. She deduced from this incident that the City of Reno received the savings from a closed station, response times became non-compliant, and the County paid for serving an area that generated no income for the service provided.

Tim Alameda, Division Chief, stated he would look at the issue and would get back to Commissioner Weber and Ms. Thomas with an answer.

* * * * *

1:35 p.m. Chairman Humke ordered the meeting be adjourned.

DAVID E. HUMKE, Chairman
Truckee Meadows Fire
Protection District

ATTEST:

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

Minutes Prepared By:
Jan Frazzetta, Deputy County Clerk

TRUCKEE FIRE PROTECTION FIRE DISTRICT

**RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR
AUTOMATIC AND MUTUAL AID BETWEEN SIERRA FIRE
PROTECTION DISTRICT, THE CITY OF RENO, AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN**

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included, and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, all parties to the attached Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District ("Agreement") are political subdivisions of the State of Nevada, authorized to provide and do provide fire-based emergency services in their respective jurisdictions; and

WHEREAS, all parties to the Agreement desire to provide assistance to one another as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agreement and its exhibits, all attached hereto and incorporated herein by this reference, are hereby adopted and approved.

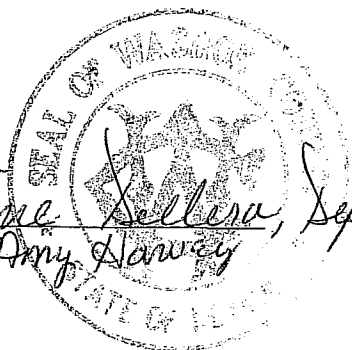
BE IT FURTHER RESOLVED that the Agreement and this Resolution be spread at large upon the minutes and that a copy of this Resolution be sent to the Sierra Fire Protection District and to the City of Reno.

Upon motion by Fire Board Commissioner, Larkin, seconded by Commissioner Humke, the foregoing Resolution was passed and adopted this 24th day of August, 2010 by the following vote:

AYES: Larkin, Breternitz, Humke, Weber, Jung NAYS: 0
ABSENT: 0 ABSTAIN: 0

ATTEST:

Jaime Sellera, Deputy Clerk
for CLERK, Amy Hawley



BOARD OF FIRE COMMISSIONERS

David E. Humke
David E. Humke, Chair

THFPD
17

RESOLUTION NO. 7515

**RESOLUTION ADOPTING AND APPROVING COOPERATIVE
AGREEMENT FOR AUTOMATIC AND MUTUAL AID BETWEEN
SIERRA FIRE PROTECTION DISTRICT, THE CITY OF RENO, AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN**

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreements are attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District are political subdivisions of the State of Nevada; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution be sent to the Truckee Meadows Fire Protection District and the Sierra Fire Protection District.

16-706


Upon motion by Council member Hascheff, seconded by Council Member Aiazzi, the foregoing Resolution was passed and adopted this 8th day of September, 2010 by the following vote:

AYES: Hascheff, Aiazzi, Gustin, Zadra, Sferrazza, Dortch

NAYS: None

ABSENT: Cashell

ABSTAIN: None


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

ATTEST:


CITY CLERK



10-706

**Cooperative Agreement Between
Sierra Fire Protection District and the
City of Reno/Truckee Meadows Fire Protection District**

◇

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Sierra Fire Protection District ("Sierra Fire"), a Fire District formed under NRS Chapter 474, and the City of Reno ("City"), a municipal corporation and Truckee Meadows Fire Protection District ("TMFPD"), a Fire District formed under NRS Chapter 474 (hereinafter jointly may be referred to as the "Consolidated Department"). At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities 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 or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that the Consolidated Fire Departments, as such term is defined in the First Amended Interlocal Agreement for Fire Services Consolidation between the City of Reno and TMFPD dated July 1, 2004, and Sierra Fire Protection District provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 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,

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to each one 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.

b. Automatic Aid – Automatic Aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Attachment B.

10-7012

c. Mutual Aid – Mutual Aid means fire service that 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 Fire Chief, or authorized designee, via the appropriate dispatch center to any Responding Agency's on-duty Battalion Chief or to the Fire Chief, or their authorized designee. Each agency shall provide a telephone number or telephone numbers to the other agencies to be used when requesting assistance from the Responding Agency.

3. **Mutual Aid Resource Determination.** The Responding Agency's Fire Chief, or duly authorized designee, 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 Attachments A and B, which are incorporated herein by this reference. Attachment B may be modified by mutual agreement of the Fire Chiefs or their authorized designees for the agencies provided that the revised Attachment B must be in writing and signed by both Fire Chiefs or their respective authorized designee. An executed copy of the modified attachment must be provided to the respective City or County Clerks before it is effective. 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 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

10-706

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 agency's frequencies when interagency communications is required. The affected agency shall notify their respective dispatch centers and institute protocol for the agencies 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/or 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 agencies.
- 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 is available as a result of a declaration of disaster by the appropriate federal agency, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for

cost reimbursement, shall be paid as set forth in the Reimbursement Procedures (Sub-sections 7.e, 7.f, 7.g and 7.h below), In the event that Third Party Reimbursement is unavailable or unsuccessful then sections 7.a or 7.b of this Agreement shall 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 agencies.
- 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 party 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 of the agencies.

9. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all agencies shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or

10-701

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 617 each party shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

10. Termination and Duration. The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by any party without cause upon providing thirty (30) days written notice. The agencies 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 agencies 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 to the Responding Agency to the fullest extent permitted by law.

The term of this Agreement shall be 5 years, expiring on the month and day of the last signature hereto in the year 2015. The Annual Operating Plan, Attachment A hereto, will be reviewed each year to determine whether to make a recommendation to the agencies' governing bodies to change it.

11. Independent Agencies. Except as otherwise provided in the First Amended Fire Consolidation Agreement, the agencies 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 agencies reserve all rights to assert application of statutory immunities and legal defenses, including application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties.

12. 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. Contractual liability of the agencies 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 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 agencies 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 agencies 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 agencies 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 agencies 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 agencies 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 agencies hereto shall be governed by, and construed according to the laws of the State of Nevada.

20. Ratification. This Agreement shall become effective upon passage of a resolution pursuant to NRS 277.045 by the governing bodies of the agencies as a condition precedent to its entry into force and shall remain in full force and effect thereafter unless terminated as provided herein.

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 Michael Greene
4000 Joy Lake Road
Reno, NV 89511

Truckee Meadows Fire Protection District
And Reno Fire Department
Fire Chief Michael Hernandez
401 Ryland Street
Reno, Nevada 89503

Cc: Reno City Attorney's Office
Attention: Tracy L. Chase, Deputy City Attorney
P. O. Box 1900
Reno, NV 89505

Washoe County District Attorney's Office
Attention: Blaine Cartledge, Deputy Dist. Attorney
P.O. Box 30083
Reno, NV 89520


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.

10-726

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

Dated this 8th day of Sept., 2010.

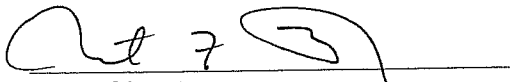
CITY OF RENO

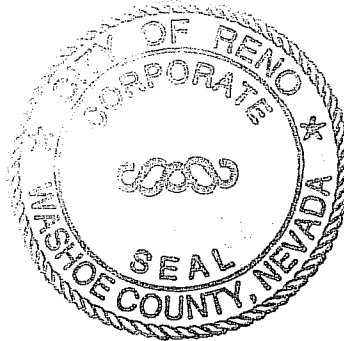

Robert A. Cashell, Sr., Mayor
City of Reno, Nevada

ATTEST:



City Clerk, City of Reno

APPROVED AS TO FORM:

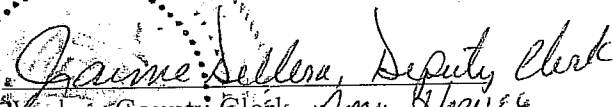

Reno City Attorney



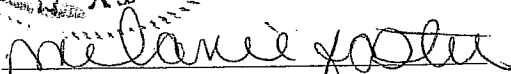
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT


David E. Humke, Chairman
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST: C.


Washoe County Clerk Amy Hawley

APPROVED AS TO FORM:


Washoe County District Attorney

10-78E

SIERRA FIRE PROTECTION DISTRICT

David E. Humke 8/24/10
David E. Humke, Chairman
Sierra Fire Protection District Board of Directors

ATTEST:
Jaime Sellers, Deputy Clerk
Washoe County Clerk, Amy Narves
APPROVED AS TO FORM:
me O'Brien Foster
Washoe County District Attorney

10-105

MUTUAL AID

2010-2011 ANNUAL OPERATING PLAN

The Annual Operating Plan for the fiscal year of 2010/2011 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective agencies shall conduct an annual review of the Operating Plan during the month of December of each year so each of the agencies may utilize this information in the budgetary processes applicable to it.

A. MUTUAL AID REQUESTS:

It is in the best interests of all agencies 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 agencies.
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 agencies 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 agencies; 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.

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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.

CONSOLIDATED RENO/TRUCKEE MEADOWS FIRE DEPARTMENT 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 rate quoted in this document. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

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.

- 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

The Consolidated fire Department will provide the following resources to SFPD as assistance for hire upon request and if such resources are available: Breathing Air Support Unit, Light Support Unit, Heavy Rescue Unit, and Haz Mat team/equipment*. (*Haz Mat equipment which is deemed not reusable by the Responding Agency will be reimbursed by Agency of jurisdiction.

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)

CONSOLIDATED FIRE DEPARTMENT LINE PERSONNEL:

*All rates are in effect January 1, 2010, until further notice as current labor contracts are in negotiation.

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56 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Emergency Overtime Rate	Call Back Overtime Rate	Call Back Emergency Overtime Rate
Battalion Chief	\$ 37.93	\$ 56.90	n/a	\$ 77.95	n/a
Captain	\$ 28.79	\$ 43.19	\$ 60.46	\$ 59.16	\$ 82.83
Pump Operator/Driver	\$ 25.52	\$ 38.28	\$ 53.59	\$ 52.44	\$ 73.42
Firefighter - Step 2	\$ 19.11	\$ 28.67	\$ 40.13	\$ 39.27	\$ 54.98
Firefighter - Step 3	\$ 21.14	\$ 31.71	\$ 44.39	\$ 43.44	\$ 60.82
Firefighter - Step 4	\$ 23.18	\$ 34.77	\$ 48.68	\$ 47.63	\$ 66.69

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Emergency Overtime Rate: Base Rate x 2.1

Call Back Overtime Rate: Base Rate x 1.5 x 37% (PERS - Retirement)

Call Back Emergency Overtime Rate: Base Rate x 2.1 x 37% (PERS - Retirement)

CONSOLIDATED FIRE DEPARTMENT OVERHEAD PERSONNEL:

*All rates are in effect January 1, 2010, until further notice as current labor contracts are in negotiation.

40 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Emergency Overtime Rate	Call Back Overtime Rate	Call Back Emergency Overtime Rate
Division Chief	\$ 61.16	\$ 91.74	n/a	\$ 125.68	n/a
Investigator/Inspector	\$ 36.28	\$ 54.42	\$ 76.19	\$ 74.56	\$ 104.38
Mechanic	\$ 36.28	\$ 54.42	\$ 76.19	\$ 74.56	\$ 104.38
Training Captain	\$ 40.30	\$ 60.45	\$ 84.63	\$ 82.82	\$ 115.94
Supply Officer**	\$ 32.90	\$ 49.35	n/a	\$ 67.61	n/a

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Emergency Overtime Rate: Base Rate x 2.1

Call Back Overtime Rate: Base Rate x 1.5 x 37% (PERS – Retirement)

Call Back Emergency Overtime Rate: Base Rate x 2.1 x 37% (PERS – Retirement)

** Supply Officer is not a portal to portal rate.

SIERRA FIRE PROTECTION DISTRICT RATE SCHEDULE

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

Fire personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

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 cost.

- Structure Engine - Type I or II \$75.00/hr
- Brush Engine - Type III \$55.00/hr
- Water Tender \$50.00/hr
- Patrol Truck – Type VI \$50.00/hr

SUPPORT EQUIPMENT RATES

City, County, or Fire District Owned Vehicles:

- Pickup \$62.00 per day
- Van \$74.00 per day
- SUV \$83.00 per day
- Other \$83.00 per day (3/4 ton & above)
- Polaris UTV \$100.00/day (must be ordered via resource order)

SFPD PERSONNEL

	<u>Portal to Portal Rates</u>
• Battalion Chief	\$112.12/hr
• Captain	\$92.14/hr
• Pump Operator/Driver	\$80.77/hr
• Firefighter/Paramedic	\$80.77/hr
• Firefighter	\$72.31/hr
•	

FUELS MANAGEMENT/FIRE CREW

The SFPD fuels management/fire crew is administered by SFPD with support from TMFPD. Unless provided otherwise in the Agreement, fires within the Truckee Meadows Fire Protection District are under a separate agreement and are automatic aid to TMFPD.

The following rates are not applicable to fires within Truckee Meadows Fire Protection District

The SFPD fuels management/fire crew is administered as assistance by hire resource to **the City of Reno**. The SFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

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*Crew Rate Per Hour

\$641.33

*Fully equipped Type 2 Hand Crew meeting USFS requirements.
Includes minimum 18 personnel, equipment and transportation

FUELS MANAGEMENT/FIRE CREW – EQUIPMENT

- Superintendent Vehicle \$104.00/ daily
- Crew Carrier \$260.00/ daily
- Patrol Truck \$85.00/ daily
- Chain saws \$5.00/hr
- Polaris UTV \$100.00/day
- Van \$74.00/day
- Pick up \$62.00/day

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ATTACHMENT B

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:

1. **RFD Eastlake Response Area:** For this Agreement, generally this area is defined as all areas east of the center of Washoe Lake with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of Old U.S. Highway 395 and the Washoe County boundary line. Automatic Aid response includes:
 - a. One Type-1 Engine on first alarms only when E-16 is unavailable due to assignments on training exercises and/or emergency responses.
 - 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.
2. **RFD West Washoe Valley Response Area:** For this Agreement, generally this area is defined as all areas west of the center of Washoe Lake with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of Old U.S. Highway 395 and the Washoe County boundary line. Automatic Aid response includes:
 - a. One Type-1 Engine on first alarms.
 - 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.
3. **RFD Toll Rd. Response Area:** For this Agreement, generally 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 Steamboat Parkway, Southern Boundary of Andrew Lane. 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 due to assignments on training exercises and/or emergency responses.
 - 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.
4. **RFD Pleasant Valley Response Area:** For this Agreement, generally this area is defined as all areas east of the North/South Ridgeline District Boundary on the West side of Pleasant Valley to the Washoe/Storey County line with the Northern Boundary of Andrew Lane, Southern Boundary of U.S. Highway 395 and northern end of Eastlake Blvd. Automatic Aid response includes:

- a. One Type-1 Engine on first alarms only when E-16 is unavailable due to assignments on training exercises and/or emergency responses.
- 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.

5. RFD Brown Response Area: For this Agreement, generally this area is defined as all areas west of US 395 with the Northern Boundary of Foothill Road, Southern Boundary of Andrew Lane. Automatic Aid response includes:

- a. One Type-1 Engine on first alarms only when E-14 is unavailable due to assignments on training exercises and/or emergency responses.
- 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.

6. RFD Double Diamond Response Area: For this Agreement, generally this area is defined as all areas east of US 395 with the Northern Boundary of South Meadows Parkway, Southern Boundary of Steamboat Parkway and Eastern Boundary of Mira Loma Road.

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

7. RFD Verdi Response Area: For this Agreement, generally this area is defined as any newly annexed areas in the Mogul and Verdi areas, and the Western portion of Sommersett including and west of Back Nine Trail. Automatic Aid response includes:

- a. One Type-1 Engine 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.

8. RFD Southern Peavine Response Area: For this Agreement, generally this area is defined as all areas North of I-80 and North McCarran Blvd., with the Northern Boundary of the Sierra Fire Protection District boundary, Eastern Boundary of McCarran Blvd/Virginia Street and Western Boundary of, but not including run card 1902. Automatic Aid response includes:

- a. 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 Reno 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 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.
 - c. One Type-1 Engine on first alarms only when E-30 is unavailable due to assignments on training exercises and/or emergency responses.
2. **SFPD Galena-Arrowcreek Response Area:** For this Agreement, this area is defined as all areas West of U.S. Highway 395 at Steamboat Ditch to Sky Tavern 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.
 - c. One Type-1 Engine on first alarms only when E-38 is unavailable due to assignments on training exercises and/or emergency responses.
3. **SFPD Peavine Response Area :** For this Agreement, this area is defined as all areas of west of U.S Highway 395 from Raleigh Heights to the Nevada-California state line. Automatic Aid response includes:
 - a. One Type-1 Engine, on all First 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.
4. **SFPD Verdi Response Area:** For this Agreement, this area is 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.
 - c. One Type-1 Engine on first alarms only when E-35 is unavailable due to assignments on training exercises and/or emergency responses.

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

- a. One Type-1 Engine, on all First 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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