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

TUESDAY

<u>11:00 a.m.</u>

JUNE 12, 2012

PRESENT:

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

<u>Nancy Parent, Chief Deputy Clerk</u> <u>Katy Simon, County Manager</u> <u>Paul Lipparelli, Legal Counsel</u> <u>Tim O'Brien, Division Chief</u>

ABSENT:

#### Robert Larkin, Chairman

The Board convened at 11:53 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

#### 12-117F <u>AGENDA ITEM 13</u>

<u>Agenda Subject</u>: "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.)"

Vice Chairperson Weber read and presented the Resolution to Kurt Latipow, Fire Services Coordinator, in appreciation of Mr. Latipow's service to Washoe County.

Mr. Latipow said he could not have envisioned five years ago what the road would be for himself and his wife, nor did he fully understand the talent, strength and professionalism of the County team. He stated he learned so much from the Manager and other staff members, and it had been a great pleasure to work with the Commissioners to see some of the dreams become realities. He said he had the utmost respect for the tough decisions the Board made, and he believed the path towards regionalization would serve the County's citizens well. He stated he was very pleased to have been an employee of this County.

Later in the meeting, Vice Chairperson Weber asked how prepared the volunteers would be on July 1, 2012. Charles Moore, Transitional Fire Chief, said he asked the Volunteer Chiefs to assist with the transition on July 1, 2012, and he believed most would stand up for 24 hours on transition day. He said the volunteers would also

provide assistance on July 4th. He advised the volunteer fleet had gone through the County shops and was in good shape.

#### 12-118F <u>AGENDA ITEM 2</u>

<u>Agenda Subject</u>: "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 Board of Fire Commissioners 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 – ITEMS 3A AND 3B

#### 12-119F <u>AGENDA ITEM 3A</u>

## <u>Agenda Subject</u>: "Approval of BOFC meeting minutes from May 21, 2012 and May 22, 2012."

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 3A be approved.

#### 12-120F AGENDA ITEM 3B

# <u>Agenda Subject</u>: "Update, discussion and possible direction related to the status of the Truckee Meadows – Sierra Fire Protection District's Expanded Transition Plan.

There was no response to the call for public comment.

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

Later in the meeting, Commissioner Jung asked what the status was of Items 14, 22, and 34, under the Organization and Operations Tasks in the Transition Plan. John Slaughter, Management Services Director, said the transition team met yesterday and Item 14 was 90 percent complete.

Tim Leighton, Battalion Chief, said all of the equipment necessary for the apparatus and the personnel had been ordered under Item 34. He stated the equipment was trickling in and was being stored at one of the TMFPD stations. He said everything needed to operate the District would be received by July 1, 2012, except for the turnous.

He explained the employees needed to be on board so the turnouts could be sized to them, but 150 sets of turnouts were lent to the District until the new sets were received.

Commissioner Jung asked what the issue was with Item 10, the fire records management system under Technology Tasks in the Transition Plan. She noted the Board came to rely very heavily on those reports. Chief Leighton said the TMFPD fire reporting system was already in place and no additional software was required. He stated both the TMFPD and the Sierra Fire Protection District (SFPD) would point to the TMFPD reporting system as of July 1, 2012.

Commissioner Jung asked for a status on Item 6, the four-party agreement under External Relationship Tasks in the Transition Plan. Mr. Latipow said the groundwork for that agreement was laid today with the approval of the automatic and mutual aid agreements. He said Chief Leighton was now the lead on the "move up and cover" plan, which would be in place on July 1, 2012.

Mr. Slaughter stated he would get an answer on the status of the desk manuals, Item 22.

#### 12-121F <u>AGENDA ITEM 4</u>

# <u>Agenda Subject</u>: "Fire Chief Report – Report and discussion related to Fire District operations by Reno/Truckee Meadows Chief Michael Hernandez."

Reno/Truckee Meadows Fire Chief Michael Hernandez extended his congratulations and best wishes to Kurt Latipow, Fire Services Coordinator, on his position as the new Fire Chief in Lompoc, California. He said Mr. Latipow was an asset to the community that would be missed.

Chief Hernandez reviewed his report, which included station brownouts, Truckee Meadows Fire Protection District (TMFPD) responses in May, significant events, and volunteer statistics.

Commissioner Jung asked why Station 18's response time was so much higher. Chief Hernandez replied it was because Station 18 had a fairly large response district. Vice Chairperson Weber said she appreciated all of the volunteer information included in the report. Chief Hernandez said the Interlocal Agreement was coming to an end, but he would present one last report in July for the month of June. He stated he would also present a recap to the Board regarding where things were and what was done. He stated it had been a pleasure and an honor to serve this Board and the citizens of Washoe County.

Commissioner Humke said he would welcome that report and would welcome a report from Chief Hernandez any time, because he felt it helped everyone work together. He said he heard many times from citizens that they did not care what color the truck was that showed up when they called, and were just thankful someone showed up.

Commissioner Humke asked if the rolling stock had been successfully divided. Chief Hernandez said staff had identified most of the major items and there was a plan, which would be equitable to both jurisdictions, to divide up the capital rolling stock and supplies by a date certain. He noted some items were consumables and some equipment had reached the end of its life span. He said staff was working to make sure items that were the property of the TMFPD were returned and there was a formula in place to divide up things purchased under the consolidated budget. Commissioner Humke thanked Chief Hernandez for his service to the County.

Commissioner Breternitz said the transition time would be extremely important for standing up the new fire department, and there would be innumerable opportunities for glitches to occur. He requested the Chief remain committed to making the transition as seamless as possible, because that would be in the best interests of the people who lived both in Reno and in the unincorporated areas. Chief Hernandez said the plan was to have Chief Officers in place at all of the Truckee Meadows stations to ensure the transition went as smoothly as possible. He stated a Chief Officer would be assigned, as well as Information Technology (IT) staff, when the dispatching protocols were changed over to make sure that transition went smoothly. He felt moving the transition time from midnight to 8:00 a.m. would be beneficial to both parties. He said it was recognized certain issues might carry over into July, and there would not be a flat cutoff on June 30, 2012. He said his staff was working with the County's staff to make sure any issues were addressed a quickly as possible.

Commissioner Breternitz asked if the TMFPD staff would have access to the facilities prior to the actual transition. Chief Hernandez said having a team do a preassessment had been discussed with John Slaughter, Management Services Director, and he did not see an issue with it. Commissioner Breternitz thanked Chief Hernandez for his support.

There was no action taken or public comment on this item.

#### 12-122F <u>AGENDA ITEM 5</u>

<u>Agenda Subject</u>: "Approval of an amendment with the City of Reno to the parties' First Amended Interlocal Agreement for Fire Service and Consolidation amending the time by which the agreement shall terminate from June 30, 2012 at midnight to July 1, 2012 at 8:00a.m."

Kurt Latipow, Fire Services Coordinator, said the transition time was set for 8:00 a.m., because it was felt daylight would make for a smoother transition. He said this item was on the Reno City Council's agenda tomorrow.

There was no response to the call for public comment.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 5 be approved. The Amendment for same is attached hereto and made a part of the minutes thereof.

#### BLOCK VOTE – AGENDA ITEMS 6, 7, 8, 9, AND 10

Commissioner Jung asked if these were simply housekeeping items that needed to be completed prior to July 1, 2012. Kurt Latipow, Fire Services Coordinator, said it was due to removing the City of Reno as a party to the agreements and to moving to a more standardized format for everything but the federal agreements, which were dictated by the federal government.

Commissioner Breternitz asked if the agreements all included automatic aid and mutual aid. Mr. Latipow replied they did. He said the aid period was different in the agreement with the City of Sparks. He said they moved to a 12-hour period without the expectation of reimbursement, while the period remained at 24-hours in all of the other agreements.

#### 12-123F <u>AGENDA ITEM 6</u>

<u>Agenda Subject</u>: "Approval of a Cooperative Agreement between the City of Sparks Fire Department and the Truckee Meadows Fire Protection District."

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 6 be approved. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

#### 12-124F <u>AGENDA ITEM 7</u>

#### <u>Agenda Subject</u>: "Approval of a Cooperative Fire Agreement and Annual Operating Plan between the USDA Humboldt-Toiyabe National Forest Carson Ranger District and the Truckee Meadows Fire Protection District."

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 7 be approved. The Cooperative Fire Agreement for same is attached hereto and made a part of the minutes thereof.

#### 12-125F <u>AGENDA ITEM 8</u>

#### <u>Agenda Subject</u>: "Approval of a Cooperative between the Truckee Meadows Fire Protection and the Storey County Fire Department."

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 8 be approved. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

#### 12-126F <u>AGENDA ITEM 9</u>

<u>Agenda Subject</u>: "Approval of a Cooperative Agreement between the Truckee Meadows Fire Protection and Carson City on behalf of the Carson City Fire Department."

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 9 be approved. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

#### 12-127F <u>AGENDA ITEM 10</u>

<u>Agenda Subject</u>: "Approval of a Cooperative Agreement between the Truckee Meadows Fire Protection and the North Lyon County Fire Protection District."

There was no response to the call for public comment.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 10 be approved. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

#### 12-128F <u>AGENDA ITEM 11</u>

<u>Agenda Subject</u>: "Update on the status of the Interlocal Agreement for Dispatch Services with the City of Reno and plan of transition for provision of dispatch to the Sheriff's Office."

Kurt Latipow, Fire Services Coordinator, said no agreement had been reached with the City of Reno regarding continuing to provide dispatch services for the Truckee Meadows Fire Protection District (TMFPD). He said staff put in place the process of transitioning dispatch to the Sheriff's Office (SO).

Russell Peterson, Administrative Division Captain, said dispatch's move from Incline Village to Reno's Regional Emergency Communication Center (ECOMM) was completed the second week of May. He commended the staff from Washoe County's Technology Services Department, Reno's ECOMM, and the fire personnel because the move went very well due to their efforts. He said two of the six newly-hired dispatchers started at the end of May and the remaining four started yesterday. He stated three of them had prior dispatch experience, which meant they would require 50 percent less training time and would be working on dispatching calls much quicker.

Captain Peterson said a working group was formed to address the challenges of taking over dispatch services for the TMFPD on July 1, 2012. He discussed the software challenges being faced. He stated those challenges would not delay performing dispatch services on July 1, 2012, but would require the dispatchers to do more work to dispatch the calls. He said an item would be brought back to the Board once a quote was received on solving the software issue.

Captain Peterson explained the Essential Service Number (ESN) was a unique number provided by cell and landline service providers, which allowed a 9-1-1 call to be routed to the correct dispatch center. He said it would take four to six months to make the transition, because every landline phone would have to be updated by the private companies and every cell tower would have to readjusted to point to the SO's dispatch center for 9-1-1 calls. He said there would be a transitional period where the assistance of Reno's ECOMM would be needed on answering those phone calls due to the staff not being available yet to take those 9-1-1 calls. He explained the issue with the cell phone 9-1-1 calls was cell phone calls were passed from cell tower to cell tower if one tower was busy. He stated that meant cell phone calls would come in from not only the County, but from the Cities of Reno and Sparks and even from as far away as Oakland, California. He said that would be a challenge for the SO because they did not have the numbers on what phone calls Reno's ECOMM received due to their not breaking the calls out. He stated the transitional period would provide an idea of what calls could be expected and what additional issues might need to be addressed.

Captain Peterson said on July 26, 2012 there would be a contract between the SO and the City of Reno brought before the Board for the City to assist in answering 9-1-1 calls, which would be in the best interests of public safety to ensure no 9-1-1 calls were dropped.

Commissioner Humke asked if there was an estimate of what percentage of households in the unincorporated area only had cell phones and no landline phones. Captain Peterson replied he had no idea, and he was not sure there was a way to get that information. Commissioner Humke believed going to cell phones and ditching landlines was a trend. Captain Peterson agreed. Commissioner Humke said there was a 9-1-1 surcharge, which was \$.25 a month. He asked if there was a way to use some of that money to fund dispatch services or was it solely used to provide assistance to the hearing impaired. John Slaughter, Slaughter, Management Services Director, stated he was on the 9-1-1 Advisory Board. He said he asked at the last meeting if there were things in the SO's transition that could be looked at, and it was on the next 9-1-1 Advisory Board agenda.

Commissioner Jung asked if she understood correctly it would take 30 to 45 seconds more for the SO's dispatchers to dispatch a 9-1-1 call. Captain Peterson explained the initial call would go out, but there would be subsequent work required to get additional units and the volunteers paged out, which the Dispatch Supervisor believed would be 30 to 45 seconds. Commissioner Jung asked how much the contract with the City of Reno would cost. Captain Peterson said it was \$96,000 for a six month period. Commissioner Jung asked if this would be reflected in the unanticipated standup costs she had asked for from Mary Walker, Walker and Associates. Katy Simon, County Manager, said it would be provided from the SO's budget because it was a dispatch related issue. She advised the SO would be paid by the TMFPD for dispatch services from the money the TMFPD would have been paying for dispatch services.

Cathy Brandhorst addressed the Board regarding 9-1-1 calls.

#### 12-129F <u>AGENDA ITEM 12</u>

<u>Agenda Subject</u>: "Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters associated with delivery of new fire services."

There was no closed session.

#### 12-130F <u>AGENDA ITEM 14</u>

<u>Agenda Subject</u>: "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 Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole."

Cathy Brandhorst addressed the Board.

Cliff Low stated based on conversations with Fire Chief Charles Moore, the Bowers Station would only have a two-person rescue unit. He said that meant the nearest station available to address a structure fire would be on the north end and on the other side of Washoe Lake. He stated earlier today an agreement with Carson City was approved; but he did not see anything about automatic aid in the annual operating plan, especially the south end of Washoe Valley where Carson City might be able to provide automatic aid. He asked the Board and Chief Moore to take a close look at automatic aid and to modify the operating plan if necessary, along with working with dispatch, to provide Washoe Valley with the fastest possible service.

Commissioner Humke said automatic aid was just approved. Kurt Latipow, Fire Services Coordinator, explained as per standard procedure, the Operations Chief was working with the jurisdictions in all of the agreements to identify the run cards, which were then built into the computer-aided dispatch system. He said there had been a long-standing relationship with Carson City, and there were no projected changes to that relationship or to the run cards.

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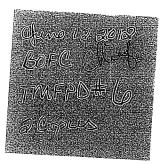
**12:48 p.m.** Vice Chairperson Weber said the meeting was adjourned without opposition.

**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: Jan Frazzetta, Deputy County Clerk



Cooperative Agreement between Sparks Fire Department and the Truckee Meadows Fire Protection District \*\*0\*\*

This Cooperative Agreement ("Agreement") is made and entered into by the City of Sparks (hereinafter referred to as "Sparks Fire") and the consolidated fire department of the Truckee Meadows Fire Protection District and the Sierra Fire Protection District (hereinafter referred to as "District") and is effective on the date as provided herein.

#### 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 that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both mutual 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 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 Representative This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
  - b. Annual Operating Plan The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of equipment and personnel, list of principal personnel, and any other items identified in this agreement.
  - c. Assistance by Hire Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.
  - d. Automatic Aid Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
  - e. Mutual Aid Mutual aid may be provided in the event of a specific request for assistance as set forth below.

Attachment 1

12-123F

- f. 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.
- g. 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 most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
- **3.** Mutual Aid Resource Determination. The Battalion Chief 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. 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. The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective City or County Clerks before they are effective.
- **5. Communications.** In both mutual 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 Party. All communications will be to the requesting dispatch center on the designated frequency.
- 6. Incident Management. Any mutual 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.
- 7. Mutual/Automatic Aid. Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (12) twelve hours from the time of response. All mutual or automatic aid provided beyond (12) twelve hours will be considered assistance by hire. If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding

1251-03F

Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.

- 8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.
- **9.** Incident Management Teams. Salary, benefits, overtime, and transportation for personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
- **10. Hazmat Team.** All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.
- **11. Equipment.** The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.
- **12. Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- **13. Worker's Compensation.** For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 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.
- 14. Independent Agencies. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement.

12-123F

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.

- **15. 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 both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, it 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.
- **16. 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.
- **17.** 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 signed by the respective parties hereto.
- **18. 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.
- **19. 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.
- **20.** 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.
- **21. 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.

- **22. 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.
- **23. Ratification.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for <u>five years</u>, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
- **24. Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the Sparks City Council and the District's fire board.
- **25. Termination.** The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 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. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.
- **26.** 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:

Sparks Fire Department Fire Chief, Andy Flock 1605 Victorian Ave. Sparks, NV 89431

Truckee Meadows Fire Protection District Fire Chief, Charles A. Moore PO Box 11130 Reno, NV 89520-0027

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.

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 \_\_\_\_\_, 2012.

Attest by:

Attest by:

Chief Dypury Washoe County Clerk

City Clerk, City of Sparks

AMMO

Charles Moore, Fire Chief Truckee Meadows Fire Protection Dist. Washoe County, Nevada

Andreas Flock, Fire Chief Sparks Fire Department Sparks, Nevada

Bonnie Weber Vice Chair

1561037

For Robert M Larkin, Chairman Board of Fire Commissioners

Approved as to Form:

Washoe County, District Attorney

Geno Martini, Mayor City of Sparks, Nevada

Approved as to Form:

Sparks City Attorney

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

Dated this <u>llth</u> day of <u>June</u>	, 2012.
Attest by:	Attest by:
<u>Hinda Kgallus</u> City Clerk, City of Sparks	Washoe County Clerk
anched Floch	
Andreas Flock, Fire Chief	Charles Moore, Fire Chief
Sparks Fire Department	Truckee Meadows Fire Protection Dist.
Sparks, Nevada	Washoe County, Nevada
Sparks Meny R. Mut	
Geno Martini, Mayor	Robert Larkin, Chairman
City of Sparks, Nevada	Board of Fire Commissioners
Approved as to Form:	Approved as to Form:
allet Mann	
Sparks City Attorney	Washoe County, District Attorney

12-1235

#### 2012 Annual Operating Plan for the City of Sparks Fire Department

#### PERSONNEL AND EQUIPMENT BILLING RATES

The following reimbursement rates apply to responses under the terms and conditions of the current "Cooperative Agreement".

#### PERSONNEL BASE RATES

Base rates are shown at straight time, but will be billed, portal to portal, at the actual cost to the department including the backfill of personnel on shift.

8	Division Chief	\$59.29/hr
9	Battalion Chief	\$36.67/hr
0	Training Captain	\$41.83/hr
0	Fire Captain	\$26.82/hr
•	Fire Apparatus Operator	\$23.52/hr
	Firefighter/EMT II	\$21.41/hr
•	Investigator/Inspector	\$36.14/hr
0	Mechanic	\$30.55/hr

#### **APPARATUS / VEHICLE RATES**

Apparatus rates are billed for hours worked, including travel time from time of dispatch.

0	Structure Engine - Type I	\$90.00/hr
0	Brush Engine - Type III	\$70.00/hr
٥	Brush Engine – Type VI	\$70.00/hr
۵	Water Tender Type I	\$70.00/hr
0	Haz Mat Unit	\$100.00/hr
0	Heavy Rescue Unit	\$75.00/hr
8	Heavy Rescue Unit w/ Trailer	\$85.00/hr
6	Water Rescue Unit w/ Boat(s)	\$85.00/hr
9	Aerial Apparatus	\$125.00/hr
Su	pport Equipment Rates:	
0	Command Vehicle - SUV	\$96.00/day plu

- Pickup
- Other ( $\frac{3}{4}$  ton & above)
- Polaris Ranger UTV
- Privately Owned Vehicle

Administrative Rate: 5%

\$96.00/day plus \$0.55 per mile \$86.00/day plus \$0.55 per mile \$96.00/day plus \$0.55 per mile \$100.00/day \$0.55 per mile

#### 2012 Annual Operating Plan for the City of Sparks Fire Department

#### CONTACT PERSONS AND PHONE NUMBERS

Sparks Fire Department Staff Officers:

e Cellular
2254 527-3704
265 527-3705
.618 527-3703
258 527-3713
258 527-3706
258 527-3707
259
252
395
784

12-103F

1

Administrative Office, 1605 Victorian Ave; Sparks, NV 89431353-2255

Sparks Dispatch, 1701 E. Prater Way; Sparks, NV 89434 353-2231

### 2012 Annual Operating Plan for the Truckee Meadows Fire Protection District

#### PERSONNEL AND EQUIPMENT BILLING RATES

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

#### EQUIPMENT RATES

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

0	Structure Engine - Type I or II	\$85.00/hr
0	Brush Engine - Type III	\$70.00/hr
0	Water Tender	\$70.00/hr

Water Tender \$70.00/hr
 Patrol Truck -- Type VI \$50.00/hr

#### SUPPORT EQUIPMENT RATES

County or Fire District Owned Vehicles:

- Pickup
- Van
- SUV
- Other
- Polaris UTV

\$109.00 per day plus .55 per mile \$96.00 per day plus .55 per mile

\$86.00 per day plus .55 per mile

\$96.00 per day plus .55 per mile (3/4 ton & above) \$100.00/day (must be ordered via resource order)

PERSONNEL RATES		
40 Hour Rate	Regular	
Chief	65.96	
Division Chief	58.95	

40 Hour Rate	Regular	ОТ	СВ ОТ
Fire Marshal	54.57	81.86	114.39
Fire Inspector	35.37	53.05	74.14
Logistics Officer	31.50	47.25	66.03
Training Captain	42.89	60.68	84.81

56 Hour Rate	Regular	ОТ	СВ ОТ
Battalion Chief	41.29	58.42	81.64
Captain	30.62	43.34	60.57
Operator	26.78	37.89	52.95
Paramedic	25.74	38.61	53.95
Firefighter	23.84	33.74	47.15

### Rate Definitions:

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement)

#### FIRE CREW/FUELS MANAGEMENT

The TMFPD fire crew is administered as assistance by hire resource. The TMFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

\*Crew Rate per Hour \$641.33

\*Fully equipped Type 2 Hand Crew meeting USFS requirements.

Includes minimum 18 personnel, equipment and transportation

#### FIRE CREW - EQUIPMENT

- Superintendent Vehicle
- Crew Carrier
- Patrol Truck
- Chain saws
- Polaris UTV
- Van
- Pick up
- Masticator
- 8

\$104.00/ daily plus .55 per mile \$260.00/ daily \$50.00/ Hr \$5.00/hr (must be ordered via resource order) \$100.00/day (must be ordered via resource order) \$109.00/day plus .55 per mile \$86.00/day plus .55 per mile \$65.00/Hr.

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### 2012 Annual Operating Plan for the Truckee Meadows Fire Protection District

12-1231

#### CONTACT PERSONS AND PHONE NUMBERS

Charles Moore, Fire Chief

(775) 328-6123 cell (775) 313-8903

#### Station locations

Career - TMFPD

Station #13 – 10575 Silver Lake Road, Stead,

Station #14 - 12300 Old Virginia Rd., Reno

Station #15 – 110 Quartz Lane, Sun Valley

Station #16 – 1240 E. Lake Blvd., Washoe Valley

Station #17 - 500 Rockwell Blvd. Spanish Spring

Station #18 - 3680 Diamond Peak Dr., Cold Springs

Career - SFPD

Station #30 – 3905 Old Hwy 395, Washoe Valley

Station #35 – 100 South Boomtown/ Garson Rd., Verdi

Station #36 – 13500 Thomas Creek Rd., Reno

Station #37 - 3255 W. Hidden Valley Dr., Hidden Valley

Station #39 – 4000 Joy Lake Road, Reno

<u>Volunteer – TMFPD</u>

VFD #220 – 3405 White Oak Pkwy., Cold Springs

VFD #221 – 11525 Red Rock Rd., Silver Lake

VFD #223 – 130 Nectar St., Lemmon Valley

VFD #225 – 400 Stamphill, Wadsworth

VFD #226 – 3255 W. Hidden Valley Dr., Hidden Valley

VFD #227 – 3010 Lakeshore Blvd., Washoe Valley

VFD #229 - 6015 Ironwood Rd., Palomino Valley

VFD #237 – 12300 Old Hwy 395 South, Pleasant Valley

#### Volunteer – SFPD

VFD #301 – 345 Bellevue Rd., Washoe Valley

VFD #321 – 250 South Avenue, Cold Springs

VFD #331 – 11005 Longview Lane, Reno

VFD #351 – 165 Bridge St., PO Box 232, Verdi

VFD #381 - 16255 Mt. Rose Hwy., Reno

DUNS number

006811244

Tax ID number

EIN # 38-3856902

Mailing addresses of both

Truckee Meadows/Sierra Fire Protection District

12-1231

PO Box 11130

1001 E. Ninth Street

Reno, NV 89520-0027

(775) 328-3605

(775) 328-6185 fax

<u>RX</u>	<u>TX</u>	TX Tone	<u>USE</u>	
158.745	159.390	See below		TM Main
158.880	158.880			TM VHF Tac 1
158.940	158.940			TM VHF Tac 2

#### **REPEATER TONES**

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

#### **Billing address**

Charles Moore, Fire Chief

Truckee Meadows Fire Protection District

P.O. Box 11130

Reno, NV 89520-0027

#### SPARKS FIRE DEPARTMENT

#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

12-123F

Charles A. Moore, Fire Chief

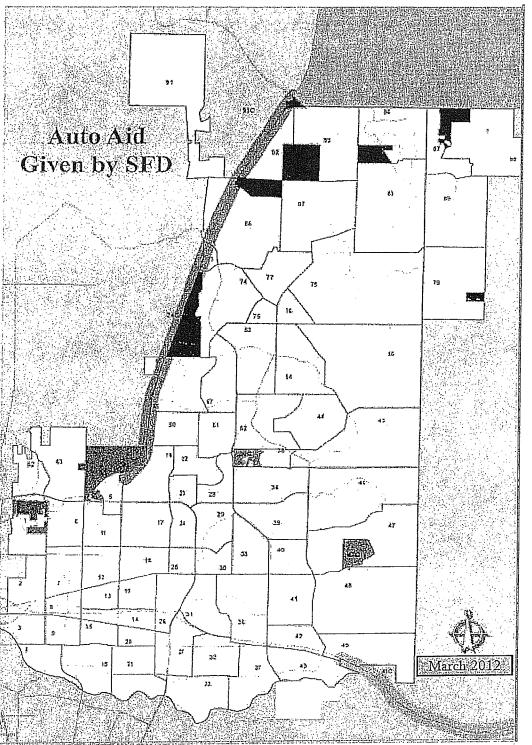
Date

Andy Flock, Fire Chief

Date

## Annual Operating Plan - Automatic Aid Agreement Map Locations and Response Guidelines Sparks Fire Department – Truckee Meadows Fire Protection District

The following maps describe the automatic aid areas agreed to by the Sparks Fire Department and the Truckee Meadows Fire Protection District.



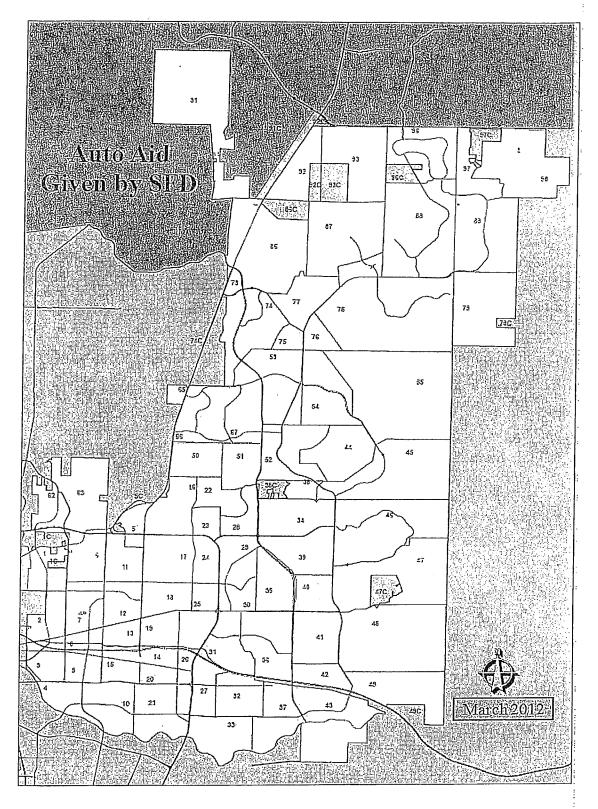
1251-CI

The map on the previous page depicts the Washoe County pockets within and bordering the Sparks city limits and defines the automatic aid given to TMFPD from SFD.

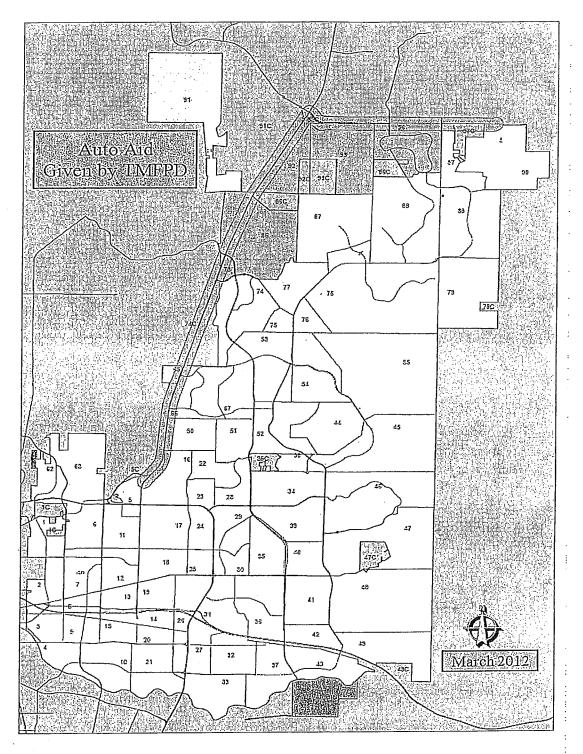
- The red areas are map sections 1C, 5C, 38C, and 47C (SFD map designations). SFD automatic aid response into these map sections will be the SFD normal response combinations for all incident types – for example structure fires into these map sections will be composed of SFD resources - BC, four engines, and the Truck Company. SFD will initially respond to these incidents as if they are actually in SFD jurisdiction. TMFPD will be advised of the incident, and requested to respond to either assume responsibility of the incident after it is stable (fire under control for example), or to backfill SFD stations. SFD radio frequency will be used.
- The dark blue areas are SFD map sections 74C, 79C, 86C, 92C, 93C, 96C, and 97C.
   In these map sections SFD will automatically send one engine except for the following incident types where the response will be greater:
  - ➢ Accident Extrication − 1 BC and 1 engine
  - ➢ Accident Vehicle vs. Building − 1 BC and 1 engine
  - ➢ Aircraft Problem − 1 BC and 1 engine
  - ➢ Brush Fire − 1 BC and 2 engines
  - ➢ Structure Fire − 1 BC and 2 engines
  - ➢ Hazmat Level 1 − 1 engine
  - Hazmat Level 2 Hazmat 1
  - ➢ Rescue (any type) − 1 BC and 2 engines

TMFPD radio frequency will be used.

- The blue corridor down Pyramid Highway will be a dual response of one engine each from TMFPD and SFD to all intersections. Although not designated on this map, LaPosada Drive is also a dual response area for all intersections. Radio frequency not designated.
- The light blue corridor on I-80 east is SFD map section 49C. Response will be one engine to the eastbound lanes only from the Sparks city limits to the Lockwood exit. SFD radio frequency will be used.
- In the green area SFD will send one engine when E17 is busy (on another incident <u>only</u>). The boundaries of this zone are Pyramid Highway to the west, LaPosada to the south, and Calle De La Plata to the north (south side of street only). TMFPD radio frequency will be used.
- Based upon the lack of hydrants in map sections 47C and 79C, TMFPD will respond a Water Tender as part of their initial response to any fire call in these areas.

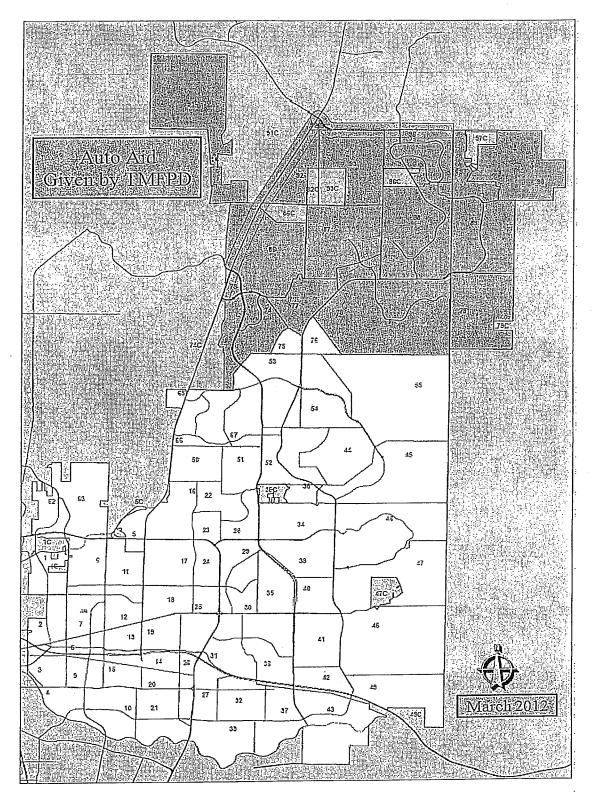


This map depicts the <u>expanded</u> automatic aid coverage given by SFD for structure and brush fires. SFD will send one engine or one brush truck to any pink area of this map for these two fire types. This area includes Highland Ranch Parkway and LaPosada Drive on the south, Axe Handle Canyon Road on the north, and east and west of Pyramid Highway (does not include the Sun Valley or Hungry Valley areas). TMFPD radio frequency will be used. 12-1235



This map depicts the areas of Sparks where automatic aid is given by TMFPD.

- The green areas are SFD map sections 73, 86, 92, 93, and 96. TMFPD will send one engine to all incident types. SFD radio frequency will be used.
- The yellow area is map section 91. TMFPD will send one engine to all incident types. SFD radio frequency will be used.
- The green corridor down Pyramid Highway and along LaPosada Drive will be a dual response of one engine each from TMFPD and SFD. Radio frequency not designated.
- The dark blue area is 4005 Moorpark Court Boulder Creek Apartments. TMFPD will send one engine to all incident types. SFD radio frequency will be used.



This map depicts the <u>expanded</u> automatic aid coverage given by TMFPD for structure and brush fires. TMFPD will send one engine or one brush truck to any orange area of this map for these two fire types. This area includes all of SFD district 5 – map sections 73, 74, 77, 78, 79, 86, 87, 88, 89, 91, 92, 93, 96, 97, and 98. SFD radio frequency will be used. 12-123F

6-12-12

FS Agreement No. 12-FI-11041701-064 FD Agreement No. <u>001-2012</u> FD Tax ID No. 38-3856902

#### 2012

#### ANNUAL OPERATING PLAN FOR COOPERATIVE FIRE PROTECTION AGREEMENT Between U.S. FOREST SERVICE – HUMBOLDT-TOIYABE NATIONAL FOREST and THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

#### I. IDENTIFICATION

This operating plan is between the Humboldt-Toiyabe National Forest, hereinafter called USFS, and the Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District, which has consolidated into the former, hereinafter called DISTRICT.

#### II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Fire Protection Agreement # 12-FI-11041701-064 (herein after called the Agreement) between the Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District and the Humboldt-Toiyabe National Forest dated 5/18/2012. This plan shall be attached to and become part of the Agreement upon signature of all parties, and shall be reviewed annually not later than March 30. Upon annual review of AOP if District and USFS agree no changes are necessary a letter, signed and dated by both parties documenting that decision, will be issued by USFS to the District. In addition a copy of this letter will be placed in the "official" agreement file located at the USFS Supervisor's Office.

#### III. PURPOSE

This operating plan provides the officers and employees of the agencies guidelines and information necessary to properly execute the terms of the Agreement.

#### IV. DEFINITIONS AND DESCRIPTIONS

#### A. Protection Units

The Direct Protection Areas (DPA) of the following units are covered by this plan:

- 1. Humboldt-Toiyabe National Forest, Carson Ranger District
- 2. Truckee Meadows and Sierra Fire Protection districts
- B. Direct Protection Areas:

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Each agency assumes the responsibility to directly provide adequate fire protection services to the lands of the other agency.

#### C. Protection Area:

The agencies agree to exchange maps of the protection districts.

The District is primarily responsible for suppression of structural fires and wildland type fires occurring on any private, or County Lands within the boundaries of both the Truckee Meadows and Sierra Fire Protection districts.

USFS is primarily responsible for suppression of wildland fires within the protection boundaries of the Humboldt-Toiyabe National Forests, Carson Ranger District and lands identified as Direct Protection Area (DPA) lands under the California Cooperative Fire Protection Agreement.

USFS will not assume the protection or suppression responsibility for wildland/urban interface lands that are the legal jurisdiction of another entity (State, Tribal, County, local, or property holder) unless the county, or local government entity assumes the lead responsibility for structural protection.

#### D. Mutual Dispatch Areas (MDAs):

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched.

#### E. Mutual Aid

It is understood that the mission and intent of both Parties is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to both Parties to jointly take action as necessary to achieve this mission and intent. All ground resources may be considered mutual aid for up to 24 hours. The Mutual Aid period is defined as follows: the 24 hour period following the initial dispatch of suppression resources. All assistance beyond this 24 hour period may be considered assistance by hire, and will be billed retroactively for the full period from the time of initial dispatch. Mutual aid shall be provided within the limits of local resources. Defined as 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.

#### F. Assistance by Hire

1. Hand crews are considered assistance by hire

2. All resources provided by District for suppression activities on USFS jurisdiction fires during the "off season" will be considered assistance by hire. This period is defined as the period of time that the USFS does not have its initial attack resources available between November 20<sup>th</sup> through March 15<sup>th</sup>.

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3. All aviation resources are considered assistance by hire.

Responding chief officers shall determine the need for aircraft support on behalf of their own jurisdictional lands. No department or agency will pay for aircraft cost dispatched on another department's or agency's initial attack CAD run unless specifically requested by the threatened agency or department. Once unified command is in place, the threat will be determined by the unified commanders. Responses to false alarms or resources canceled en route will not be billable

G. Cost Sharing: On multi-jurisdictional incidents and or incidents that threaten to burn across direct protection boundaries, the parties agree to jointly develop a cost share agreement which details a fair distribution of financial responsibilities as described in the Cooperative Fire Protection agreement.

H. Third Party Cost Recovery: In responding to and suppressing a wildland fire, the agency that has the land management jurisdiction/administration role (i.e., the agency that administers the lands where the fire ignited) is considered the "lead" agency. The lead agency is responsible for determining the fire origin and cause of ignition and the suspected person who or entity that negligently or intentionally ignited the fire. The other Parties law enforcement and/or fire investigation personnel may assist the lead agency in making those assessments. Consequently, at the outset of the investigation of multi-jurisdictional fires, the lead agency must invite the other Parties enforcement personnel or other appropriate fire investigation personnel to work jointly with the lead agency to determine the fire cause and origin and determine whether the fire was human and negligently caused.

For all fire trespass matters, both Parties will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. An estimate of these costs shall be provided to the lead agency within 180 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

## V. PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.

2. Portal to Portal pay provisions will be acceptable when the responding 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.

4. Vehicles costs are generally figured "wet." If fuel, oil, etc. are provided to another agency's "wet" vehicles, those charges are billable.

5.. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply.

#### DISTRICT'S PLAN VI.

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#### FS Agreement No. 12-FI-11041701-064 FD Agreement No. <u>001-2012</u> FD Tax ID No. 38-3856902

#### PERSONNEL AND EQUIPMENT BILLING RATES

All rates based on actual cost to the District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document. Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

#### EQUIPMENT RATES

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

0	Structure Engine - Type I or II	\$85.00/hr
0	Brush Engine - Type III	\$70.00/hr
0	Water Tender	\$70.00/hr
0	Patrol Truck – Type VI	\$50.00/hr

#### SUPPORT EQUIPMENT RATES

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

ຄັ	Pickup	\$86.00 per day plus .55 per mile
	Van	\$109.00 per day plus .55 per mile
0	SUV	\$96.00 per day plus .55 per mile
0	Other	\$96.00 per day plus .55 per mile (3/4 ton & above)
6	Polaris UTV	\$100.00/day (must be ordered via resource order)

#### PERSONNEL RATES

40 Hour Rate	Regular		
Chief	65.96		
Division Chief	58.95		
40 Hour Rate	Regular	OT	СВ ОТ
Fire Marshal	54.57	81.86	114.39
Fire Inspector	35.37	53.05	74.14
Logistics Officer	31.50	47.25	66.03
Training Captain	42.89	60.68	84.81
56 Hour Rate	Regular	ОТ	CB OT
Battalion Chief	41.29	58.42	81.64
Captain	30.62	43.34	60.57
Operator	26.78	37.89	52.95
Paramedic	25.74	38.61	53.95

Firefighter

#### 47.15 33.74 23.84

**Rate Definitions:** 

Overtime Rate: Base Rate x 1.5 Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement) All rates include 8.46% Workers Comp Cost

#### FIRE CREW

District fire crew is administered as assistance by hire resource. District fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

\$104.00/ daily plus .55 per mile

\$641.33 \*Crew Rate per Hour \*Fully equipped Type 2 Hand Crew meeting USFS requirements. Includes minimum 18 personnel, equipment and transportation

#### FIRE CREW - EQUIPMENT

- Superintendent Vehicle ø
- Crew Carrier ø
- Patrol Truck
- Chain saws
- Polaris UTV
- Van
- Pick up
- Masticator

\$260.00/ daily \$50.00/Hr \$5.00/hr (must be ordered via resource order) \$100.00/day (must be ordered via resource order) \$109.00/day plus .55 per mile \$86.00/day plus .55 per mile \$65.00/Hr.

## CONTACT PERSONS AND PHONE NUMBERS

Charles Moore, Fire Chief (775) 775.328.6123 cell (775).313.8903

DUNS number 006811244

Tax ID number EIN # 38-3856902

Mailing addresses of both Truckee Meadows/Sierra Fire Protection District PO Box 11130 1001 E. Ninth Street Reno, NV 89520-0027 (775) 328-3605 (775) 328-6185 fax

FS Agreement No. 12-FI-11041701-064 FD Agreement No. <u>001-2012</u> FD Tax ID No. 38-3856902

<u>Billing address</u> Charles Moore, Fire Chief Truckee Meadows/Sierra Fire Protection District P.O. Box 11130 Reno, NV 89520-0027

#### VII. USFS RATE SCHEDULE

Rates based on actual cost to government personnel rates per 2012 Work Plan for Carson Ranger District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document.

EQUIPMENT	BASE PAY PER HOUR	OVERTIME RATE PER HOUR
Brush Engine – Type IV (Staffed with Capt plus 4 personnel rates)	\$150.00/hr	\$225.00/hr
SUV Pick Up Engine Type IV Engine Type VI	\$0.30/mi \$0.35/mi \$1.50/mi \$0.52/mi	\$29.00/hr for pump \$70.00/hr for pump
PERSONNEL		
Division Chief Officer Battalion Chief Officer Fire Operation Specialist.	\$48.00/hr \$38.00/hr \$39.00/hr	\$72.00/hr \$57.00/hr \$59.00/hr

#### VIII. MAPS

The following items should be shown on each map:

- 1. Protection Boundary
- 2. Protection Unit Facilities

#### IX. OPERATING PROCEDURES

#### A. Notification and Reports

1. Fires occurring on or threatening lands inside the boundaries of TMFPD or SFPD will be reported immediately to Washoe County 9-1-1 Dispatch, phone 9-1-1 or 334-2344.

#### FS Agreement No. 12-FI-11041701-064 FD Agreement No. <u>001-2012</u> FD Tax ID No. 38-3856902

Fires occurring on or threatening lands of federal ownership inside the boundaries of the USFS will be reported immediately to the SFIDC Dispatcher, telephone 775-883-3535. On Call after hour numbers are; 775-721-0312 and 775-230-4782.

2. The initial fire report will include, if available, the following information: location, present size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.

## X. SHARING OF COMMUNICATIONS SYSTEMS AND FREQUENCIES

Each agency that is a signatory to this operating plan is permitted to use the cooperator's frequencies during emergency activities or training to contact resources of the cooperator or in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of a command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of federal Frequencies between 162.000 and 174.000 is permitted in "Narrowband band" mode only.

#### Federal frequencies per this Plan:

<u>RX</u> 169.875 169.875 169.975 169.975	<u>TX</u> 169.875 170.475 169.975 171.425	<u>USE</u> FOREST NET/SIMPLEX FOREST NET/ REPEATER 2 <sup>ND</sup> FOREST NET/LEVIATHAN/SIMPLEX 2 <sup>ND</sup> FOREST NET/LEVIATHAN/REPEATER Crew Net (tac)
168.200	168,200	Crew Net (tac)

#### **HTF REPEATER TONES**

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IS

#### DISTRICT frequencies per this plan:

RX	$\overline{\mathrm{TX}}$	<u>USE</u>
158.745	159.390	TM Main
158.880	158.880	TM VHF Tac 1
158.940	158.940	TM VHF Tac 2

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#### DISTRICT REPEATER TONES

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak

### XI. PERSONAL PROTECTIVE EQUIPMENT

USFS may loan District personal protective equipment required for wildland fire suppression. All equipment loaned must be documented on an AD-107 "Report of Transfer or Other Disposition or Construction of Property" and FS 6400-6 "Property Use Notice". Such property will remain the property of the U.S. Government and shall be returned to USFS at the end of the fire season.

### **XII. FIRE PREVENTION ACTIVITIES**

#### A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire problem in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

### B. Information and Education:

#### 1. Joint Press Releases:

Protection units should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.

#### 2. Smokey Bear Program:

Protecting units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

#### 3. Local Education Program:

The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.

#### 4. Fire Prevention Signs:

Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.

#### XIII. GENERAL PROVISIONS:

#### A. Local Fire Team

Participation of District fire resources is encouraged on area and national IMT's and as single resources. All District team Members will have approval of the Fire Chief prior to any assignment. Payment of personnel will be in accordance with attached addendum of approved rates.

#### B. Updating of Plan:

All units will meet at least annually prior to March 30, to review the entire Operating Plan and update it as necessary.

#### C. Interagency Training:

Interagency training activities can be mutually beneficial and units are encouraged to:

- 1. Participate in shared local level training at each other's facilities on an on-going basis.
- 2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.

# XIV. STAFFING PLAN Anticipated Deployment Period: May thru October

FS Agreement No. 12-FI-11041701-064 FD Agreement No. <u>001-2012</u> FD Tax ID No. 38-3856902

IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of the last date of signature.

Concurrence: JEANNÉ HIGGINS,

Forest Supervisor Humboldt-Toiyabe National Forest

MICHAEL WILDE

Carson District Fire Management Officer Humboldt-Toiyabe National Forest

CHARLES MOORE Fire Chief Truckee Meadows Fire Protection District

nnie Illeber vice CHAir

CR ROBERT M. LARKIN, Chairman Truckee Meadows Fire Protection Board of Fire Commissioners

Attest to: H. Chief Dyng County Clerk

9-4-12 Date

1/11/12 Date\_\_

Date \_6/12/12

Date 6/12/12

Date 6/12/12

	THE AUTHORITY AND FORMAT OF THIS IN HAS BEEN REVIEWED AND APPROVED FO	NSTRUMENT OR SIGNATURE
	Jena MManuer	05/22/12
Ч	AGREEMENTS COORDINATOR	DATE

12-124F

## Cooperative Agreement Between Truckee Meadows Fire Protection District and Storey County Fire Department

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In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself and on behalf of the Sierra Fire Protection District ("TMFPD"), and Storey County Fire department (SCFD), all fire districts formed under NRS Chapter 474. 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 TMFPD and the Sierra Fire Protection District are now consolidated for operation purposes administered by TMFPD; 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 TMFPD and SCFD 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 Representative This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
  - b. Annual Operating Plan The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
  - c. Assistance by Hire Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.

- d. Automatic Aid Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
- e. Mutual Aid Mutual aid may be provided in the event of a specific request for assistance as set forth below.
- f. 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.
- g. 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 most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
- **3. Mutual Aid Resource Determination.** The Battalion Chief 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. 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. The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
- 5. Communications. In both mutual 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 Party. All communications will be to the requesting dispatch center on the designated frequency.
- 6. Incident Management. Any mutual 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.
- 7. Mutual/Automatic Aid. Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of

response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire.

If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.

- 8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.
- **9.** Incident Management Teams. Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
- 10. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.
- **11. Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- 12. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.
- 13. Independent Agencies. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services

pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

- 14. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, it officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- **15. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.
- 16. Integration and Modification. This Agreement 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 signed by the respective parties hereto.
- 17. 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.
- **18. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.
- **19. 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. 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.

- **21. 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.
- **22. Ratification.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for <u>five years</u>, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
- **23. Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the Storey County Fire department fire board and the fire boards of both the Truckee Meadows and Sierra Fire Protection Districts.
- 24. Termination. The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 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. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.
- **25.** 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:

Truckee Meadows Fire Protection District

Charles Moore, Fire Chief PO Box 11130 Reno, NV 89520-0027

Storey County Fire Department

Gary Hames, Fire Chief PO Box 603 Virginia City, NV 89440

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.

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

Dated this 1st day of July, 2012.

### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

### STOREY COUNTY FIRE DEPARTMENT

ROBERT KERSHAW

Storey County Fire Department

Lat

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FC ROBERT M. LARKIN, Chair Truckee Meadows Fire Protection District Board of Fire Commissioners

Board of County Commissioners

ATTEST: ATTEST: Washoe County Clerk Storey County Clerk

### 2012 Annual Operating Plan for the Storey County Fire Department/Truckee Meadows Fire Protection District

#### **STOREY COUNTY FIRE DEPARTMENT**

#### PERSONNEL AND EQUIPMENT BILLING RATES

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

Dozer requests will be for assistance for hire response only, unless approved by the Duty Battalion Chief or Duty Chief as mutual aid. When that is the desire of the requesting agency they will need to make that clear to the Storey County Dispatch Center and the on duty Battalion Chief. When making the request as mutual aid the time limit of such responses will be limited to no more than 12 (twelve) hours unless negotiated amongst both Fire Chiefs to extend the time frame.

Each dozer will be dispatched with a Type 6 Chase Vehicle equipped with a 90 gallon auxiliary diesel fuel tank as support to the dozer. This vehicle will be assigned to the entire duration of the incident. It will also be staffed with a fully qualified red carded Dozer Boss.

Transport/lowboy charges are charged from point-to-point response. Once the piece of heavy equipment is delivered to the incident and the transport returns to the point of hire, the time under hire ends. If the agency official-in-charge of the incident deems it necessary to hold the transport in readiness status, with or without operator, in lieu of release, a daily rate of \$250.00 will be charged for the transport. If the agency releases the transport, but SCFD elects to keep the transport at the incident location, no further payment is due, because the period of hire ended when the transport was released from the incident.

Dozer operator and transport driver will be charged at their departmental rates. In general, this staff is either a Firefighter/Paramedic, Firefighter/EMT II or Fire Captain level.

	Regular	Regular	Regular	Regular
	Hourly	1/2 Time	1.5 OT	2.10 OT
Battalion Chief	\$43.72	\$21.86	\$65.58	\$92.00
Fire Captain/EMT II	\$32.45	\$16.23	\$48.68	\$71.21
Fire Fighter/Paramedic	\$28.75	\$14.38	\$43.13	\$60.39
Fire Fighter/EMT II	\$26.50	\$13.25	\$39.75	\$55.66
Dozer Operator	\$26.91	\$13.46	\$40.37	\$56.51
		Reserve/Volunte	er FF will be paid act	ual costs
Volunteer Firefighter	a	t most current AD	rates relevant to pos	ition filled.

**2.10 Overtime Defined**: This overtime category is designed for the 56 hour work week employee to default to a 40 hour work week overtime rate. It is used when individuals are dispatched outside of Storey County for all-risk incidents. It is also used for calculation of Call-Back time to multiple alarms, natural disaster, etc. as defined in the CBA.

#### EQUIPMENT RATES

Structure Engine - Type I or II	\$125.00/hr
Brush Engine - Type III	\$100.00/hr
<ul> <li>Brush Patrol – Type IV or VI</li> </ul>	\$75.00/hr
<ul> <li>Water Tender Type I</li> </ul>	\$75.00/hr
• Ambulance w/2EMT's	\$125.00/hr
<ul> <li>Command Vehicle</li> </ul>	\$50.00/day
<ul> <li>Utility Vehicle</li> </ul>	\$50.00/day
Transport/Lowboy	\$95.00/hr
• Type IV Dozer Chase Truck	\$75.00/hr
• Type II Dozer	\$115.00/hr
• Travel Mileage	\$.51 per mile

NOTE: Travel mileage is established under Storey County General Administration Policy No. 04, as adopted on September 18, 2007. This policy establishes that Storey County will follow the Federally established rates for mileage.

#### **CONTACT PERSONS AND PHONE NUMBERS**

Gary Hames, Fire Chief, Storey County Fire Department

Office: (775) 847-0954 Fax: (775) 847-0987 Mobile: (775) 742-9826

Station Locations:

Fire Station #71: 145 North C Street, Virginia City, NV 89440

Fire Station #72: 2610 Cartwright Road, Virginia Highlands/Reno, NV 89521

Fire Station #73: 500 Sam Clemens, Mark Twain/Dayton, NV 89403

Fire Station #74: 431 Canyon Way, Lokwood/Sparks, NV 89434

Fire Station #75: 1705 Peru Driver, McCarran, NV 89434

DUNS #: 959435876

Tax ID #: 88-6000134

Mailing Address:

P.O. Box 603

Virginia City, Nevada 89440

(775) 847-0954

(775) 847-0987 Fax.

#### Storey County Fire Department frequencies per this plan:

PO	S RXF	RXPL	TXF	TXPL USER	NAME	
1.	155.070	79.7	155.865	79.7	FD1 South	(SCFD Como)
2.	155.070	79.7	155.865	173.8	FD2 Central	(SCFD Ophir)
3.	155.070	79.7	155.865	186.2	FD3 North	(SCFD Pond)
4.	155.070	79.7	155.070	79.7	FD4 Local	(SCFD Local)
5.	159.075	159.075			SCPW	
6.	156.165	159.075	100.0		SCPW RPTR	

Billing Address

Storey County Fire Department

Gary Hames, Fire Chief

P.O. Box 603

Virginia City, Nevada 89440

#### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

#### PERSONNEL AND EQUIPMENT BILLING RATES

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

#### **EQUIPMENT RATES**

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

- Structure Engine Type I or II \$85.00/hr
- Brush Engine Type III \$70.00/hr

0	Water Tender	\$70.00/hr
0	Patrol Truck – Type VI	\$50.00/hr

### **SUPPORT EQUIPMENT RATES**

County or Fire District Owned Vehicles:

0	Pickup	\$86.00 per day plus .55 per mile
0	Van	\$109.00 per day plus .55 per mile
•	SUV	\$96.00 per day plus .55 per mile
0	Other	\$96.00 per day plus .55 per mile (3/4 ton & above)

Polaris UTV
 \$100.00/day (must be ordered via resource order)

### PERSONNEL RATES

40 Hour Rate	Regular
Chief	65.96
Division Chief	58.95

40 Hour Rate	Regular	ОТ	CB OT
Fire Marshal	54.57	81.86	114.39
Fire Inspector	35.37	53.05	74.14
Logistics Officer	31.50	47.25	66.03
Training Captain	42.89	60.68	84.81

56 Hour Rate	Regular	ОТ	СВ ОТ
Battalion Chief	41.29	58.42	81.64
Captain	30.62	43.34	60.57
Operator	26.78	37.89	52.95
Paramedic	25.74	38.61	53.95
Firefighter	23.84	33.74	47.15

### **Rate Definitions:**

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement)

#### FIRE CREW/FUELS MANAGEMENT

The TMFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

#### \*Crew Rate per Hour \$641.33

\*Fully equipped Type 2 Hand Crew meeting USFS requirements.

Includes minimum 18 personnel, equipment and transportation

#### FIRE CREW – EQUIPMENT

- \$104.00/ daily plus .55 per mile Superintendent Vehicle 6
- **Crew Carrier** ø

\$260.00/ daily \$50.00/ Hr

- Patrol Truck 6 \$5.00/hr (must be ordered via resource order)
- Chain saws
- Polaris UTV ഒ
- Van
- Pick up 0

\$109.00/day plus .55 per mile \$86.00/day plus .55 per mile

\$100.00/day (must be ordered via resource order)

Masticator \$65.00/Hr. ഒ

### CONTACT PERSONS AND PHONE NUMBERS

Charles Moore, Fire Chief

(775) 775.328.6123 cell (775).313.8903

#### **Station locations**

Career - TMFPD

- Station #13 10575 Silver Lake Road, Stead,
- Station #14 12300 Old Virginia Rd., Reno
- Station #15 110 Quartz Lane, Sun Valley
- Station #16 1240 E. Lake Blvd., Washoe Valley
- Station #17 500 Rockwell Blvd. Spanish Spring
- Station #18 3680 Diamond Peak Dr., Cold Springs
- Station #37 3255 W. Hidden Valley Dr., Hidden Valley

#### Career - SFPD

Station #30 - 3905 Old Hwy 395, Washoe Valley

Station #35 - 100 South Boomtown/ Garson Rd., Verdi

Station #36 – 13500 Thomas Creek Rd., Reno

Station #39 - 4000 Joy Lake Road, Reno

Volunteer – TMFPD

VFD #220 – 3405 White Oak Pkwy., Cold Springs

VFD #221 – 11525 Red Rock Rd., Silver Lake

VFD #223 – 130 Nectar St., Lemmon Valley

VFD #225 - 400 Stamphill, Wadsworth

VFD #226 – 3255 W. Hidden Valley Dr., Hidden Valley

VFD #227 – 3010 Lakeshore Blvd., Washoe Valley

VFD #229 – 6015 Ironwood Rd., Palomino Valley

VFD #237 – 12300 Old Hwy 395 South, Pleasant Valley

Volunteer – SFPD

VFD #301 – 345 Bellevue Rd., Washoe Valley

VFD #321 – 250 South Avenue, Cold Springs

VFD #331 – 11005 Longview Lane, Reno

VFD #351 - 165 Bridge St., PO Box 232, Verdi

VFD #381 - 16255 Mt. Rose Hwy., Reno

**DUNS number** 

006811244

Tax ID number

EIN # 38-3856902

Mailing addresses of both

Truckee Meadows/Sierra Fire Protection District

PO Box 11130

1001 E. Ninth Street

Reno, NV 89520-0027

(775) 328-3605

(775) 328-6185 fax

### Truckee Meadows/Sierra Frequencies to be used for wildland fires

<u>RX</u>	<u>TX</u>	TX Tone	<u>USE</u>	
158.745	159.390	See below		TM Main
158.880	158.880			TM VHF Tac 1
158.940	158.940			TM VHF Tac 2

#### **REPEATER TONES**

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

### **Billing address**

Charles A. Moore, Fire Chief

**Truckee Meadows Fire Protection District** 

P.O. Box 11130

Reno, NV 89520-0027

#### **Storey County Fire Department**

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Gary Hames, Fire Chief

7-1-12

Date

## **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT** and SIERRA FIRE PROTECTION

DISTRICT

Charles A. Moore, Fire Chief

7-1-12

Date

### TRUCKEE MEADOWS FIRE PROTECTION FIRE DISTRICT

### RESOLUTION

### A Resolution Adopting Amendment Number Three to Amended Interlocal Agreement for Fire Service and Consolidation. in Accordance with NRS 277.045, to extend the expiration date from June 30, 2012 at midnight to July 1, 2012 at 8:00 a.m. to facilitate an orderly transition of fire services to the Truckee Meadows Fire Protection District by the City of Reno

WHEREAS, cities and fire protection districts, as independent political subdivisions of the State of Nevada, may enter into cooperative agreements pursuant to NRS 277.045; and,

WHEREAS, the City of Reno and the Truckee Meadows Fire Protection District desire to modify the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, as more fully set forth in Amendment Number Three to First Amended Interlocal Agreement for Fire Service and Consolidation, which is attached hereto as Exhibit "A;" and,

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Amendment Number Three to First Amended Interlocal Agreement for Fire Service and Consolidation, which is attached hereto as Exhibit "A," are hereby adopted and approved.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Reno City Council for the City of Reno.

Adopted this 12<sup>th</sup> day of June, 2012.

#### **BOARD OF FIRE COMMISSIONERS**

Chiefport For Robert M. Larkin, Chair

BOFC 6-12-12 TMFPD #5

2-1226

AMENDMENT NUMBER THREE TO THE AMENDED INTERLOCAL AGREEMENT FOR FIRE SERVICE AND CONSOLIDATION TO EXTEND THE EXPIRATION DATE FROM JUNE 30, 2012 AT MIDNIGHT TO JULY 1, 2012 AT 8:00 A.M. TO FACILITATE AN ORDERLY TRANSITION OF FIRE SERVICES TO THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT BY THE CITY OF RENO

#### \* \* () \* \*

This Amendment Number Three ("Amendment") to the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, as amended ("Interlocal Agreement"), between the City of Reno ("City"), a municipal corporation and the Truckee Meadows Fire Protection District ("District") organized under Chapter 474 of the Nevada Revised Statutes, is premised upon the following recitals:

#### **RECITALS**

WHEREAS, since July 1, 2000, the City has provided fire suppression, fire prevention and related services to the District under the authority of the Interlocal Agreement; and

WHEREAS, cities and Fire Protection Districts, as independent political subdivisions of the State of Nevada, may enter into interlocal agreements and amendments relating thereto pursuant to NRS 277.045; and

WHEREAS, in May 2010, the City and the District adopted Amendment Number One to the Amended Interlocal Agreement for Fire Service and Consolidation in accordance with NRS 277.045; and

WHEREAS, the District gave the City notice of non-renewal of the Interlocal Agreement on June 28, 2011; and

WHEREAS, in April 2012, the City and the District adopted Amendment Number Two to the Amended Interlocal Agreement for Fire Service and Consolidation in accordance with NRS 277.045; and

WHEREAS, the District provided notice of non-renewal of the Interlocal Agreement and the Interlocal Agreement will expire at midnight on June 30, 2012; and

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WHEREAS, in an effort to facilitate an orderly transition of fire services to the Districty by the City, it is in the best interests of the citizens of both jurisdictions to extend the expiration date of the Interlocal Agreement from June 30, 2012 at midnight to July 1, 2012 at 8:00 a.m. so the staffing transition for the District owned fire stations will not occur in the middle of a shift at midnight; and

WHEREAS, the City and the District desire to amend Section 2 of Amendment Number One to First Amended Interlocal Agreement for Fire Service and Consolidation entitled "Extension" to amend the second written sentence in the first paragraph to make this change; and

WHEREAS, the parties agree that this Amendment will not amend any other provisions of the Interlocal Agreement, as amended; and

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN AND IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS TO BE EXCHANGED AND PROVIDED THE PARTIES AGREE AS FOLLOWS:

1. Paragraph 1 of Section 2 of the Amended Interlocal Agreement for Fire Service and Consolidation entitled "Extension" is hereby amended to read as follows:

Unless terminated due to a material breach herein or by written consent of both parties, to terminate this Agreement, a party shall provide written notice of non-renewal to the other party on or before July 1st of the fourth year of the four year period. After having given such notice, this Agreement shall terminate effective as of <u>8:00 a.m. on July 1, 2012</u> of the following year. This period of time is needed to provide the parties sufficient time to wind down the Consolidated Fire Department and reorganize their respective departments.

2. At the termination date and time, the District will be fully responsible for delivery of fire services within its jurisdictional boundaries and for other jurisdictions it is legally obligated to provide services, if any.

(rest of page intentionally left blank)

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3. All other remaining provisions of the Interlocal Agreement, as amended, shall remain in force and effect and shall not be altered by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year below noted.

### CITY OF RENO

By:	
Title:	
Dated:	

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

### TRUCKEE MEADOWS FIRE PROTECTION BOARD OF FIRE COMMISSIONERS

By: Robert M. Larkin Title: Chairman Dated:

ATTEST:

County Clerk

APPROVED AS TO FORM:

Civil Division, Washoe District Attorney

### Cooperative Agreement Between Truckee Meadows Fire Protection District and Carson City on behalf of the Carson City Fire Department

#### \*\*()\*\*

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on its behalf and on behalf of the Sierra Fire Protection District, which has consolidated into the Truckee Meadows Fire Protection District (hereinafter the "TMFPD"), both fire districts formed under NRS Chapter 474, and Carson City on behalf of the Carson City Fire Department (CCFD), a municipality of the State of Nevada. 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 TMFPD and the Sierra Fire Protection District are now consolidated for operation purposes administered by TMFPD; 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 TMFPD and CCFD provide both automatic aid and mutual aid to the other as set forth herein; and,

12-1267

6-12-12

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 Representative This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
  - b. Annual Operating Plan The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
  - c. Assistance by Hire Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.

- d. Automatic Aid Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
- e. Mutual Aid Mutual aid may be provided in the event of a specific request for assistance as set forth below.
- f. 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.
- g. 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 most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
- **3. Mutual Aid Resource Determination.** The Battalion Chief 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. 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. The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
- **5. Communications.** In both mutual 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 Party. All communications will be to the requesting dispatch center on the designated frequency.
- 6. Incident Management. Any mutual 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.

7. Mutual/Automatic Aid. Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire.

If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.

- 8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.
- 9. Incident Management Teams. Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
- 10. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.
- **11. Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- 12. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

- 13. Independent Agencies. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employeremployee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 14. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the indemnifying party, it officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- **15. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.
- 16. Integration and Modification. This Agreement 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 signed by the respective parties hereto.
- 17. 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.
- **18. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.
- **19. 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. 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.

- **21. 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.
- **22. Ratification; Term; Termination.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for <u>five years</u>, unless terminated earlier by either party without cause, provided that a termination shall not be effective until 90 days after a party has served written notice of termination to the other party.
- 23. Amendment. The parties may amend this agreement at any time by an endorsement made in writing and approved by the parties' respective governing boards. 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:

Truckee Meadows Fire Protection District

Charles A. Moore, Fire Chief PO Box 11130 Reno, NV 89520-0027

Carson City Fire Department

Stacey Giomi, Fire Chief 777 So. Stewart Street Carson City, Nevada 89701

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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

### TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

### CARSON CITY FIRE FIRE DEPARTMENT

ROBERT L. CROWELL

Mayor Carson City

Sonnie Weber vice Chair

For ROBERT M. LARKIN, Chair Truckee Meadows Fire Protection District Board of Fire Commissioners

ATTEST:

ATTEST:

Cheffing Kathleen M. King, for Parson City Clerk Washoe County Clerk

### Annual Operating Plan Between Truckee Meadows Fire Protection District and Carson City Fire Department

### **Carson City Fire Department**

### EQUIPMENT

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hour worked as indicated on the Crew Time Report/Shift Ticket and will include travel time and personnel costs.

Structure Engine (Type 1 or 2) (Type 1 Staffed with 4, Type 2 staffed with 3)	\$352/hr
Brush Engine – Type 3 through Type 6 (Staffed with 2-3)	\$267/hr
Water Tender (Staffed with 2)	\$225/hr
Squad/Air Unit (Staffed with 2)	\$225/hr
Haz Mat Unit (No staffing – vehicle only)	\$215/hr
Ambulance (ALS) (Staffed with 2)	\$220/hr

### PERSONNEL

Personnel responding to an incident on an overhead resource order ("O" number) will be billed on a portal to portal basis. Vehicles used by overhead personnel will be billed on a daily rate (calendar day) and do not include mileage. Portions of one day will count as a full day. The rate schedule for vehicles is listed below.

Chief Officer	\$107/hr
Captain	\$52/hr
Driver/Operator	\$47/hr
Firefighter/Paramedic	\$47/hr
Firefighter	\$42/hr
Investigator/Inspector	\$62/hr
VEHICLES	
Sedan	\$45/day + \$.56/mile
Pickup (1/2 ton or smaller)	\$55/day + \$.56/mile
Van	\$65/day + \$.56/mile
Pickup (3/4 or larger) & SUV	\$80/day + \$.56/mile

### **CONTACT PERSONS AND PHONE NUMBERS**

R. Stacey Giomi, Fire Chief (775) 283-7150 cell (775)721-8636

### **STATION LOCATIONS**

Station #51 – 777 S. Stewart St., 89701 Station #52 – 2600 College Parkway, 89706 Station #53 – 4649 Snyder Ave., 89701 Station #54 (Seasonal wildland station) – 2222 W. College Parkway, 89703

### **DUNS NUMBER**

782889851

### TAX ID NUMBER

88-6000189

### MAILING ADDRESS

Carson City Fire Department 777 S. Stewart St. Carson City, NV 89701 Phone: (775) 887-2210 Fax: (775) 887-2209

### FREQUENCIES TO BE USED

RX	ТХ	RX Tone	TX Tone	USE
154.4300	153.8450	71.9	71.9	Main
154.1450	154.1450	N/A	N/A	Tac 1
155.6850	155.6850	N/A	N/A	Tac 2

### **Truckee Meadows/Sierra Fire Protection District**

### PERSONNEL AND EQUIPMENT BILLING RATES

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

### **EQUIPMENT RATES**

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

0	Structure Engine - Type I or II	\$85.00/hr
0	Brush Engine - Type III	\$70.00/hr
Ø	Water Tender	\$70.00/hr
6	Patrol Truck – Type VI	\$50.00/hr

### SUPPORT EQUIPMENT RATES

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

6	Pickup	\$86.00 per day plus .55 per mile
0	Van	\$109.00 per day plus .55 per mile
. 0	SUV	\$96.00 per day plus .55 per mile
0	Other	\$96.00 per day plus .55 per mile (3/4 ton & above)
8	Polaris UTV	\$100.00/day (must be ordered via resource order)

#### PERSONNEL RATES

40 Hour Rate	Regular		
Chief	65.96		
Division Chief	58.95		
40 Hour Rate	Regular	ОТ	СВОТ
Fire Marshal	54.57	81.86	114.39
Fire Inspector	35.37	53.05	74.14
Logistics Officer	31.50	47.25	66.03
Training Captain	42.89	60.68	84.81
56 Hour Rate	Regular	ОТ	СВОТ
Battalion Chief	41.29	58.42	81.64
Captain	30.62	43.34	60.57

Operator	26.78	37.89	52.95
Paramedic	25.74	38.61	53.95
Firefighter	23.84	33.74	47.15

#### **RATE DEFINITIONS**

Overtime Rate: Base Rate x 1.5 Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement)

### FIRE CREW/FUELS MANAGEMENT

The TMFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

\$5.00/hr (must be ordered via resource order)

\$100.00/day (must be ordered via resource order)

\*Crew Rate per Hour\$641.33\*Fully equipped Type 2 Hand Crew meeting USFS requirements.Includes minimum 18 personnel, equipment and transportation

#### FIRE CREW – EQUIPMENT

- Superintendent Vehicle \$104.00/ daily plus .55 per mile
- Crew Carrier
   \$260.00/ daily
- Patrol Truck \$50.00/ Hr
- Chain saws
- Polaris UTV
- Van
- \$109.00/day plus .55 per mile
- Pick up \$86.00/day plus .55 per mile
- Masticator \$65.00/Hr.

## **CONTACT PERSONS AND PHONE NUMBERS**

Charles A. Moore, Fire Chief (775) 775.328.6123 cell (775).313.8903

### **Station Locations**

- Career TMFPD
- Station #13 10575 Silver Lake Road, Stead,
- Station #14 12300 Old Virginia Rd., Reno
- Station #15 110 Quartz Lane, Sun Valley
- Station #16 1240 E. Lake Blvd., Washoe Valley
- Station #17 500 Rockwell Blvd. Spanish Spring
- Station #18 3680 Diamond Peak Dr., Cold Springs
- Station #37 3255 W. Hidden Valley Dr., Hidden Valley

Career - SFPD

Station #30 – 3905 Old Hwy 395, Washoe Valley

Station #35 – 100 South Boomtown/ Garson Rd., Verdi

Station #36 – 13500 Thomas Creek Rd., Reno Station #39 – 4000 Joy Lake Road, Reno

#### <u>Volunteer – TMFPD</u>

VFD #220 – 3405 White Oak Pkwy., Cold Springs VFD #221 – 11525 Red Rock Rd., Silver Lake VFD #223 – 130 Nectar St., Lemmon Valley VFD #225 – 400 Stamphill, Wadsworth VFD #226 – 3255 W. Hidden Valley Dr., Hidden Valley VFD #227 – 3010 Lakeshore Blvd., Washoe Valley VFD #229 – 6015 Ironwood Rd., Palomino Valley VFD #237 – 12300 Old Hwy 395 South, Pleasant Valley <u>Volunteer – SFPD</u> VFD #301 – 345 Bellevue Rd., Washoe Valley

VFD #321 – 250 South Avenue, Cold Springs VFD #331 – 11005 Longview Lane, Reno VFD #351 – 165 Bridge St., PO Box 232, Verdi VFD #381 – 16255 Mt. Rose Hwy., Reno

#### DUNS NUMBER

006811244

#### TAX ID NUMBER

EIN # 38-3856902

#### MAILING ADDRESSES OF BOTH

Truckee Meadows/Sierra Fire Protection District PO Box 11130 1001 E. Ninth Street Reno, NV 89520-0027 (775) 328-3605 (775) 328-6185 fax

## FREQUENCIES TO BE USED FOR WILDLAND FIRES

<u>RX</u>	$\underline{TX}$
158.745	159.390
158.880	158.880
158.940	158.940

TX Tone See below

<u>USE</u> TM Main TM VHF Tac 1 TM VHF Tac 2

#### **REPEATER TONES**

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

### **BILLING ADDRESS**

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

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

APPROVED BY: lobre, Fire Chief Charles

Truckee Meadows Fire Protection District/Sierra Fire Protection District

RIAMA

Stacey Giomi, Fire Chief Carson City Fire Department

21/19

Date

ATTEST:

ATTEST:

+ chip Im. 1] Washoe County Clerk Carson City Clerk

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6-12-12

## Cooperative Agreement Between Truckee Meadows Fire Protection District and North Lyon County Fire Protection District

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In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself and on behalf of the Sierra Fire Protection District ("TMFPD"), and North Lyon County Fire Protection District (NLCFPD), all fire districts formed under NRS Chapter 474. 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 TMFPD and the Sierra Fire Protection District are now consolidated for operation purposes administered by TMFPD; 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 TMFPD and NLCFPD 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 other under the following terms and conditions:

- 1. Definitions The following definitions shall have the meaning ascribed to them:
  - a. Agency Representative This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
  - b. Annual Operating Plan The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
  - c. Assistance by Hire Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.

Page 1 of 11

- d. Automatic Aid Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
- e. Mutual Aid Mutual aid may be provided in the event of a specific request for assistance as set forth below.
- f. 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.
- g. 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 most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
- 3. Mutual Aid Resource Determination. The Chief Officer 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. 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. The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
- 5. Communications. In both mutual 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 Party. All communications will be to the requesting dispatch center on the designated frequency.
- 6. Incident Management. Any mutual 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.
- 7. Mutual/Automatic Aid. Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire.

If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.

- 8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.
- **9.** Incident Management Teams. Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
- **10. Hazmat Team.** All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.
- 11. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.
- **12. Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- 13. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 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.

- 14. Independent Agencies. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employeremployee 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. 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 both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 16. 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.
- 17. 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 signed by the respective parties hereto.
- 18. 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.
- **19. 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.
- **20.** 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.

- **21. 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.
- 22. 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.
- **23. Ratification.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for <u>five years</u>, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
- 24. Amendment. The parties may amend this agreement at any time by an endorsement made in writing and approved by the North Lyon County Fire Protection District fire board and the fire boards of both the Truckee Meadows and Sierra Fire Protection Districts.
- **25. Termination.** The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 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. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.
- 26. 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:

Truckee Meadows Fire Protection District

Charles A. Moore, Fire Chief PO Box 11130 Reno, NV 89520-0027

North Lyon County Fire Protection District

Darrel Cleveland, Fire Chief 195 E. Main St Fernley, NV 89408

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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

### **TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

### NORTH LYON COUNTY FIRE PROTECTION DISTRICT

Jonnie Weber Vier CHAIR

Debbie Skinner, Chairwoman Jon Osbarn

For Robert M. Larkin, Chair Board of Fire Commissioners

Truckee Meadows Fire Protection District North Lyon County Fire Protection District Board of Directors Vice Chair

ATTEST:

ATTEST:

I chippy Mann Washoe

#### Attachment 1

### Annual Operating Plan Between Truckee Meadows Fire Protection District and North Lyon County Fire Protection District

#### North Lyon County Fire Protection District

## Lyon County Fire Districts 2012 Consolidated Fee Schedule for District Resources

The fee schedule set forth below is applicable to the Central Lyon County Fire Protection District, Mason Valley Fire Protection District, North Lyon County Fire Protection District and Smith Valley Fire Protection District.

This fee schedule applies to the fire district resources listed below for which a fee may be charged or reimbursement be claimed. This fee schedule defines the fees for the use of fire district apparatus, equipment and personnel.

Category	2012 Rates	
Equipment	Base Rate	
Ambulance	\$75.00/hour	
Command/Support	\$90/day & \$0.68/mile	
Engine, Type I	\$250.00/hour	
Engine, Type II	\$250.00/hour	
Engine, Type III	\$200.00/hour	
Engine, Type IV	\$200.00/hour	
Engine, Type VI	\$100.00/hour	
Hazmat	\$200.00/hour	
Patrol	\$100.00/hour	
Quint	\$300.00/hour	
Rescue/Squad	\$175.00/hour	
Water Tender	\$150.00/hour	
Personnel	Hourly Rate	
Firefighter	\$35.00	
Firefighter/EMT	\$40.00	
Firefighter/EMT/Driver	\$40.00	
Firefighter/EMT-I	\$40.00	
Firefighter/Paramedic	\$43.00 \$40.00	
Engineer Captain	\$40.00 \$45.00	
Chief Officer	\$60.00	
	<i><b>4</b>00.00</i>	

Revised: March 28, 2012

#### **CONTACT PERSONS AND PHONE NUMBERS**

Darryl Cleveland, Fire Chief (775) 575.3310 cell (775) 302.6124

#### **Station locations**

Station #61 – 195 E. Main St., Fernley Station #62 - 1300 Red Rock Rd., Fernley

Frequencies to be used for wildland fires

<u>RX</u>	<u>TX</u>	TX Tone	<u>USE</u>
155.100	155.925	141.3	NLC Pond
155.100	155.925	114.8	NLC Eagle
155.100	155.925	100.0	NLC Como

<u>Billing address</u> Darryl Cleveland, Fire Chief North Lyon County Fire Protection District 195 E. Main St. Fernley, NV 89408-7644

#### **Truckee Meadows/Sierra Fire Protection District**

#### PERSONNEL AND EQUIPMENT BILLING RATES

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

#### EQUIPMENT RATES

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

- Structure Engine Type I or II \$85.00/hr
- Brush Engine Type III \$70.00/hr
- Water Tender \$70.00/hr
- Patrol Truck Type VI \$50.00/hr

### SUPPORT EQUIPMENT RATES

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

0	Pickup	\$86.00 per day plus .55 per mile
•	Van	\$109.00 per day plus .55 per mile
0	SUV	\$96.00 per day plus .55 per mile
0	Other	\$96.00 per day plus .55 per mile (3/4 ton & above)
	Polaris UTV	\$100.00/day (must be ordered via resource order)

#### PERSONNEL RATES

40 Hour Rate	Regular		
Chief	65.96		
Division Chief	58.95		
40 Hour Rate	Regular	ОТ	СВ ОТ
Fire Marshal	54.57	81.86	114.39
Fire Inspector	35.37	53.05	74.14
Logistics Officer	31.50	47.25	66.03
Training Captain	42.89	60.68	84.81
56 Hour Rate	Regular	ОТ	СВОТ
Battalion Chief	41.29	58.42	81.64
Captain	30.62	43.34	60.57
Operator	26.78	37.89	52.95
Paramedic	25.74	38.61	53.95
Firefighter	23.84	33.74	47.15

### **Rate Definitions:**

Overtime Rate: Base Rate x 1.5 Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement)

### FIRE CREW/FUELS MANAGEMENT

The District fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

\*Crew Rate per Hour \$641.33 \*Fully equipped Type 2 Hand Crew meeting USFS requirements. Includes minimum 18 personnel, equipment and transportation

#### FIRE CREW - EQUIPMENT

6	Superintendent Vehicle	\$104.00/ daily plus .55 per mile
•	Crew Carrier	\$260.00/ daily
6	Patrol Truck	\$50.00/ Hr

- Chain saws \$5.00/hr (must be ordered via resource order)
  - Polaris UTV \$100.00/day (must be ordered via resource order)
- Van 8

0

- \$109.00/day plus .55 per mile \$86.00/day plus .55 per mile
- Pick up Masticator \$65.00/Hr.

### **CONTACT PERSONS AND PHONE NUMBERS**

Charles Moore, Fire Chief

(775) 775.328.6123 cell (775).313.8903

### **Station locations**

Career - TMFPD Station #13 – 10575 Silver Lake Road, Stead, Station #14 - 12300 Old Virginia Rd., Reno Station #15 – 110 Quartz Lane, Sun Valley Station #16 - 1240 E. Lake Blvd., Washoe Valley Station #17 – 500 Rockwell Blvd. Spanish Spring Station #18 – 3680 Diamond Peak Dr., Cold Springs Station #37 - 3255 W. Hidden Valley Dr., Hidden Valley Career - SFPD Station #30 – 3905 Old Hwy 395, Washoe Valley Station #35 - 100 South Boomtown/ Garson Rd., Verdi Station #36 - 13500 Thomas Creek Rd., Reno Station #39 - 4000 Joy Lake Road, Reno Volunteer - TMFPD VFD #220 - 3405 White Oak Pkwy., Cold Springs VFD #221 – 11525 Red Rock Rd., Silver Lake VFD #223 – 130 Nectar St., Lemmon Valley VFD #225 – 400 Stamphill, Wadsworth VFD #226 – 3255 W. Hidden Valley Dr., Hidden Valley VFD #227 – 3010 Lakeshore Blvd., Washoe Valley VFD #229 - 6015 Ironwood Rd., Palomino Valley VFD #237 - 12300 Old Hwy 395 South, Pleasant Valley Volunteer - SFPD VFD #301 - 345 Bellevue Rd., Washoe Valley VFD #321 - 250 South Avenue, Cold Springs VFD #331 – 11005 Longview Lane, Reno VFD #351 – 165 Bridge St., PO Box 232, Verdi VFD #381 - 16255 Mt. Rose Hwy., Reno

DUNS number 006811244

Tax ID number EIN # 38-3856902

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Mailing addresses of both: Truckee Meadows/Sierra Fire Protection District PO Box 11130 1001 E. Ninth Street Reno, NV 89520-0027 (775) 328-3605 (775) 328-6185 fax

### Frequencies to be used for wildland fires

<u>RX</u> 158.745 158.880 158.940	<u>TX</u> 159.390 158.880 158.940	TX Tone See below	<u>USE</u> TM Main TM VHF Tac 1 TM VHF Tac 2
158.940	158.940		TM VHF Tac 2

### REPEATER TONES

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

<u>Billing address</u> Charles Moore, Fire Chief Truckee Meadows Fire Protection District P.O. Box 11130 Reno, NV 89520-0027

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

**APPROVED B** Charles A. Moore, Fire Chief

Darryl Cleveland, Fire Chief

North Lyon County Fire Protection District

6/12/12

Charles A. Moore, Fire Chief Date Truckee Meadows Fire Protection District/Sierra Fire Protection District

Date

ATTEST: ATTEST: Washoe C ounty Clerk Fernley City Clerk

Page 11 of 11