

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

TUESDAY

11:00 a.m.

JUNE 26, 2012

PRESENT:

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

Nancy Parent, Chief Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel
Michael Hernandez, Fire Chief
Charles Moore, Fire Chief

The Board convened at 12:25 p.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

12-131F AGENDA ITEM 2

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

Carole Billau spoke on her concerns in regard to the two-man crew for the Hidden Valley Fire Station.

12-132F AGENDA ITEM 3A

Agenda Subject: “Approval of the BOFC meetings minutes for May 15, 2012.”

There was no public comment on this item.

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

12-133F AGENDA ITEM 3B

Agenda Subject: “Update of the Truckee Meadows – Sierra Fire Protection District’s Expanded Transition Plan.”

There was no public comment on this item.

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

12-134F AGENDA ITEM 3C

Agenda Subject: “Acceptance of Volunteer Report for May 2012.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 3C be approved.

12-135F AGENDA ITEM 4

Agenda Subject: “Fire Chiefs Report – Report and discussion related to Fire District operations by Reno/Truckee Meadows Chief Michael Hernandez.”

Reno/Truckee Meadows Chief Michael Hernandez reported that two significant fires occurred in the Sun Valley area. He said the fire on Chocolate Drive remained under investigation and felt the cause would soon be determined. The fire on Flora Way was caused by electrical power lines arcing and noted that investigation was concluded.

Chairman Larkin thanked Chief Hernandez for his service and his professionalism and felt those qualities would continue through the transition.

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

Fire Chief Charles Moore conducted the remainder of the agenda.

12-136F AGENDA ITEM 5

Agenda Subject: “Approval of a Cooperative Fire Agreement and Annual Operating Plan between the United States Department of the Interior Bureau of Land Management Carson City Office and the Truckee Meadows Fire Protection District.”

There was no public comment on this item.

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

12-137F AGENDA ITEM 6

Agenda Subject: “Authorize the Risk Manager to renew the Property and Liability Insurance Policy for the Truckee Meadows Fire Protection District with the Nevada Public Agency Insurance Pool, effective July 1, 2012 for an Annual Premium of \$130,437.30.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6 be authorized.

12-138F AGENDA ITEM 7

Agenda Subject: “Ratification of Interlocal Agreement between the Washoe County Health District and the Truckee Meadows Fire Protection District to provide storage and emergency operation activation of the VoiceStar CMS-T300 Series Portable Changeable Message Sign and Highway Advisory Radio equipment for the period upon ratification through June 30, 2013 with automatic renewal for two successive one-year periods on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year; and if approved, authorize Chairman to execute the Interlocal Agreement.”

There was no public comment on this item.

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

12-139F AGENDA ITEM 8

Agenda Subject: “Approval of an Interlocal Contract between the Department of Conservation and Natural Resources Division of Forestry and the Truckee Meadows Fire Protection District for the provision of reciprocal Automatic/Mutual Aid services.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 8 be approved. The Interlocal Contract for same is attached hereto and made a part of the minutes thereof.

The following item only will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District and the Washoe County Board of Commissioners. (Agenda Item 11 on the Board of Commissioners agenda).

12-140F AGENDA ITEM 9 – FIRE SERVICES

Agenda Subject: “Consideration of approval of an Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff’s Office and the Truckee Meadows Fire Protection District for dispatch services [not to exceed \$525,000 for Fiscal Year 2012/13]. (All Commission Districts.)”

***12:36 p.m.** Commissioner Humke arrived.

Commissioner Jung recalled that the District would contract with the City of Reno for dispatch services. Fire Chief Charles Moore explained that had been proposed, but those negotiations had failed and, therefore would be dispatching would be through the Washoe County Sheriff’s Office (WCSO).

Katy Simon, County Manager, stated that the Board had approved the initiation of the contract, the hiring of six dispatchers and the plan for some transitional support from the North Lake Tahoe Fire Protection District (NLTFPD) between the WCSO and the Truckee Meadows Fire Protection District (TMFPD). She said there was a companion item on the Board of County Commissioner’s agenda for a contract between the WCSO and the City of Reno to provide assistance and support from the City during the transition time.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 11 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

The following agenda item No. 10 will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD) and the Truckee Meadows Fire Protection District (TMFPD). (Agenda Item No. 6 on the SFPD Agenda.)

12-141F AGENDA ITEM 10

Agenda Subject: “Consideration and possible acceptance of the staff report concerning the acquisition by the Truckee Meadows Fire Protection District of a 5-acre Mogul-area parcel of improved land (APN 038-800-11) located at 10201 W. 4th Street, for an amount not to exceed \$250,000, upon which to relocate the career crew from Sierra Fire Protection District Fire Station No. 35 (Boomtown).”

Commissioner Jung inquired on the appraisal for this property. Wendy Pitts, Property Manager, indicated that this parcel was not actively on the market. She explained that 29 properties were researched and staff approached this property owner with an offer. The property owner agreed and noted the price was estimated on the property owner’s purchase price paid in a short-sale and the cost of the sale.

Commissioner Breternitz said he had been discussing this with the County Manager and Ms. Pitts over concerns the sale be conditioned on approval of the project and permitted by the City of Reno. He still had his concerns, but felt it was important to move ahead and would support the item.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 10 be accepted.

12-142F AGENDA ITEM 11

Agenda Subject: “Approval of a Cooperative Agreement between the Truckee Meadows Fire Protection District and the City of Reno on behalf of the Reno Fire Department for exchange of Mutual Aid between the parties, and direction to staff to submit to the Reno City Council.”

Fire Chief Charles Moore stated that both entities were in agreement and, upon approval, the agreement would be submitted to the Reno City Council. Reno Fire Chief Michael Hernandez noted that an agreement had been reached with respect to the terminology.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 11 be approved and directed. The Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

12-143F AGENDA ITEM 12

Agenda Subject: “Approval of an Automatic Aid Agreement between the Truckee Meadows Fire Protection District and the City of Reno on behalf of the Reno Fire Department for exchange of Automatic Aid between the parties and direction to staff to submit to the Reno City Council for approval. (All Commission Districts).”

Fire Chief Charles Moore explained the differences between mutual aid and automatic aid. If automatic aid was not acted upon there would be a human cost involved, and another attempt needed to be made to approach the City of Reno and rationalize some form of automatic aid. Part of the proposal would allow the Fire Chiefs to design the system and then return to their respective Board and Council.

Paul Lipparelli, Legal Counsel, indicated that discussions had been on-going with the City; however, the City felt that the Sierra Fire Protection District (SFPD) needed to be a party to those agreements. He recommended that the Board move forward with the agreement and, if the City confirmed their belief that the SFPD needed to be included, the agreement could be amended in the future.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, which motion duly carried, it was ordered that Agenda Item 12 be approved. The Automatic Aid Agreement for same is attached hereto and made a part of the minutes thereof.

12-144F AGENDA ITEM 13

Agenda Subject: “Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.”

There was no closed session scheduled.

12-145F AGENDA ITEM 14

Agenda Subject: “Commissioners’/Manager’s announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place in this item.)

Commissioner Breternitz requested a report on the schedule for development of the Hidden Valley facility and Station No. 35.

Commissioner Weber suggested another meeting be scheduled for Caughlin Ranch residents. Fire Chief Charles Moore stated a meeting was scheduled for the Caughlin Ranch Homeowners Association (HOA) on July 11, 2012.

Commissioner Breternitz confirmed that the Caughlin Ranch HOA had sent notice of the meeting to discuss information related to annexation.

Chief Moore displayed a map that predicted the response times and a proposed new station, which was placed on file with the Clerk. Commissioner Breternitz said there had been some demonstration runs completed from the current Station 35 to the Caughlin Ranch area and asked on those results. Chief Moore said he would supply the Geographic Information System (GIS) prediction to the Board.

12:55 p.m. Chairman Larkin left the meeting and Vice Chairperson Weber assumed the gavel.

12-146F AGENDA ITEM 15

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

There was no response to the call for public comment.

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ADJOURNMENT

12:58 p.m. There being no further business to come before the Board, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Truckee Meadows Fire
Protection District

ATTEST:

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

*Minutes Prepared By:
Stacy Gonzales, Deputy County Clerk*

COOPERATIVE FIRE PROTECTION AGREEMENT

Between

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CARSON CITY DISTRICT OFFICE
CARSON CITY, NEVADA**

And

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
RENO, NEVADA**

This Cooperative Fire Protection Agreement is made and entered into by and between the following entities, who may be referred to herein jointly as the Agencies to this Agreement: (1) The United States Department of Interior, Bureau of Land Management, Carson City District Office, hereinafter referred to as BLM and (2) the Truckee Meadows Fire Protection District, on behalf of itself and the Sierra Fire Protection District which has consolidated into the former, hereinafter referred to as the District

Words and phrases used herein may have different meanings or interpretation for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.nwccg.gov, or by direct link at <http://www.nwccg.gov/pms/pubs/glossary/index.htm>) and in the Glossary attached as Exhibit A.

Supplements to this Agreement, AOPs, Project and Financial Plans and Cost

12-1367

Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

I. PURPOSE:

A coordinated wildland fire suppression program can avoid unnecessary duplication of suppression resources and is the most cost-effective operational approach to providing protection services. A coordinated approach to fire protection can provide for an equitable and beneficial exchange of fire protection services between all agencies. A distinct advantage will accrue to all agencies hereto and to the agencies receiving fire suppression services through cooperation and coordination of their respective fire programs. However, it is understood that management control of individual agency functions must be retained. This Agreement sets forth the general guidelines to be utilized by the staff of the respective agencies to annually negotiate an "Annual Operating Plan."

II. STATEMENT OF MUTUAL BENEFITS:

The BLM and District have the responsibilities for prevention, suppression, and detection of fires on lands administered by each agency, on private lands, and other lands for which both agencies have assumed fire management responsibilities through authorized Agreements.

As agencies maintain resources to protect areas each agency is responsible for, it is mutually advantageous and in the public's interest for the agencies to concur to this Agreement. Agencies shall coordinate and assist in each other's effort in prevention, suppression, and the detection of wildland fires in and adjacent to their areas of responsibility.

This Agreement is also limited to wildland fire management and does not include non-wildland fire management or medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective policies, procedures,

or other Agreements. In the event of a Presidential Disaster Declaration the agencies may assist one another under the provisions of this Agreement as long as the requested resources are available and all other provisions are met.

III. AUTHORITY:

All agencies hereto have fire protection responsibilities for lands under their respective jurisdictions.

Specifically, Districts provide for wildland and structure protection on their administered lands within the State of Nevada.

The BLM, have wildland fire suppression responsibility on lands administered by the BLM within the State of Nevada. BLM responsibility derives from various Agreements with other federal agencies and the military, pertinent to wildland fire protection. BLM has the authority to enter into Agreements with state and local agencies for the protection of such lands. Authority is derived from:

- The Federal Land Policy and Management Act of 1976 (43 U.S.C. 1748 et seq.), the Protection Act of 1922 (42 Stat. 857; U.S.C. 594).
- The Reciprocal Fire Protection Agreement Act of 1955 (42 U.S.C. 1856 et seq.).
- Department of the Interior and Related Agencies Appropriations Act of 1999, as included in Public Law 105-277, section 101(e).
- The Department of the Interior DM 620, and the Bureau of Land Management Manual 1203 and amendments thereto.
- The Stafford Act, Public Law 93-288 as amended (42 U.S.C. 5121 et seq.).
- The Granger-Thye Act of 1950 (16 U.S.C. 572).

- The Cooperative Funds and Deposits Act of 1975 (16 U.S.C. 565a 1-3).

IV. MUTUAL AID:

The BLM agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the BLM will respond with firefighting resources to any wildland fire within the Fire Protection Districts' jurisdiction or within the Fire Protection Districts' "response areas" (i.e., "General County" lands for which the Fire Protection Districts have response obligations) that is perceived to threaten lands under federal jurisdiction (see attached map – Exhibit B). Fire protection services are limited to those related to wildland fire suppression as opposed to structural fire suppression or protection. The Federal agencies are not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. Truckee Meadows Fire Protection District is responsible for structure fire suppression, structure protection and related costs within their jurisdictional boundaries.
2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the District, or on a preplanned basis by the participating agencies. The participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the District for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The Federal agencies will bill only for the resources that are on the incident past 24 hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond

preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit C) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and hand crews are excluded from mutual aid and will be considered as assistance by hire.

The District agrees:

1. That upon discovery or report of a fire, or through a dispatch request, the District will respond with firefighting resources to any wildland fire within the federal jurisdiction that is perceived to threaten lands under the Protection Districts' jurisdiction or within the Protection Districts' "response areas" (i.e., "General County" lands for which the department have response obligations) (see attached map – Exhibit B). A response outside of the departments' boundaries or response area without the request of the BLM will be considered voluntary mutual assistance and is non-reimbursable unless otherwise agreed to in a cost-share Agreement. Structure protection within the Protection districts' jurisdiction is the responsibility of Truckee Meadows Fire Protection District.
2. Mutual aid, for the purposes of this Agreement is the initial attack action taken, either voluntarily, upon request of the Federal agencies, or on a preplanned basis by the participating agencies the participating agencies will provide fire suppression equipment and mutual-aid assistance within their own protection guidelines, safety limitations, and availability of resources, without unnecessary depletion of resources.
3. To provide mutual-aid assistance to the Federal agencies for a period of 24 hours. The 24-hour period shall begin from the time of initial dispatch. The District will bill only for the resources that are on the incident past 24

hours including travel time from release of the incident and any equipment rehabilitation which will be limited to 2 (two) hours maximum. The rates will be posted and updated in the Annual Operating Plan. In the event the incident requires an extensive commitment of resources beyond preplanned basis, and/or involves multiple jurisdictions or goes into extended attack in the first burning period or is longer than 24 hours, then the cost of all resources on the incident will be covered in a Cost Share Agreement (Exhibit C) and cost of those resources will be billed retroactive from the time of dispatch. Mutual aid fire suppression assistance is normally supplied by the existing initial attack forces of the agencies, therefore, it is agreed that such forces are to be released and returned to their respective stations at the earliest practical opportunity. Aircraft and hand crews are excluded from mutual aid and will be considered as assistance by hire.

V. INTERAGENCY COOPERATION:

1. A fire burning on, or adjacent to, a jurisdictional boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The Initial Attack Incident Commander in consultation with the involved agency representative shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources. Incident objectives will reflect the priorities of; human life/firefighter safety, protection of property and natural resource values. Unless it is determined that the fire will remain confined to the sole jurisdiction of one agency, a unified command organization will be implemented. When a fire burns on both sides of a protection boundary, a cost share Agreement will be prepared.
2. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the agencies to this Agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the Cost Share Agreement (Exhibit C).

3. The guiding principle for the dispatch of initial attack suppression resources on first alarm is to use the closest available resources regardless of which agency they belong to, and regardless of which agency has the protection responsibility.
4. The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all Agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the Agency with jurisdiction will be applied.
5. On multiple jurisdiction fires, each agency may provide an incident commander and operate under the concept of unified command. All Agencies to this Agreement agree to utilize a coordinated ordering process when in unified command. This ordering process includes a single ordering point (dispatch center) for boundary and multiple jurisdictional fires.
6. All Agencies to this Agreement agree that multiple jurisdictional fires which are in a unified command structure, a Complexity Analysis (Exhibit D) will be completed to determine the level of the incident management structure. The Complexity Analysis can also be found in the Incident Response Pocket Guide (IPRG) PMS 461, published by the National Wildfire Coordinating Group (NWCG). This Complexity Analysis should be completed periodically during the incident to ensure proper incident management structure is in place.

VI. ASSISTANCE-BY-HIRE:

1. Agencies to this Agreement will provide current assistance-by-hire rate schedules and updates when rates change. The rates will be posted and updated as Exhibit "B" in the Annual Operating Plan.
2. Assistance-by-hire upon a full reimbursement basis will be extended to the

agencies, with the exception of mutual aid assistance as provided in Section IV, paragraph 3. The request to hire fire protection assistance must be clear and precise, and shall be processed and recorded through the dispatch system of both agencies. Except for mutual aid, all requests for fire suppression assistance shall be assistance-by-hire. Agencies' personnel, equipment, and/or supplies provided to another agency, but not specifically ordered by that agency, shall be considered a voluntary contribution.

3. The District, when resources are available, will provide mutual aid and ground initial attack resources on a year-round basis to fires occurring on federal jurisdiction, in recognition that the federal agencies response will be delayed due to lack of resources during the time period from fall to spring. This period of time will be identified in the Annual Operating Plan.
4. Aircraft and hand crews will be assistance by hire for all incidents except on multi-jurisdictional incidents where the cost of these resources can be shared according to the Cost Share Agreement.
5. Per the National Fire and Aviation Executive Board (NFAEB) Master Cooperative Wildland Fire Management, Cooperators may be utilized for fire management services, when agreed to by the affected agencies.
6. Request for Assistance-by-hire outside of the BLM Carson City District boundary must be clear and precise. Resource orders for personnel and equipment will be made through and tracked by the sponsoring agency. This request process requires the approval of the BLM duty officer. The approval or denial of such request shall be noted in the remarks section on the resource order.
7. Resource orders for the District's personnel that are pre-approved by the parent agency (BLM) and who are members on Great Basin T-1, T-2, or local approved T-3 teams do not require BLM, Carson City District, duty officer approval. The Fire District personnel that are not on a team and who are requested as single resource to a wildland fire incident outside of the mutual aid boundary will require approval from the BLM duty officer prior

to filling the request.

8. To receive payment for services rendered, the cooperator will submit all billing invoices to their parent agency. Each invoice shall contain a “remit to address” and a “tax ID” number along with a “DUNS” number. All invoices will be sent to the parent agency within 120 days of completion of the fire management services, unless a written request for an extension has been granted by the agency. For federal fire management services, the cooperators shall comply with the above stated billing requirements. Upon receipt of the invoice from the cooperator, the federal agency may make payment as requested.

VII. FIRE TRESPASS:

1. Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. The federal regulations provide that any injury to resources on the public lands is an act of trespass for which the trespasser will be liable for damages and subject to prosecution. 43 C.F.R. § 9239.0-7; see also 43 C.F.R. § 9212.1 (“Causing” a fire, other than one specifically excepted by regulation, on public lands is a “prohibited act.”). Federal law allows the Bureau of Land Management (BLM) to recover costs it incurred either in suppressing a negligently human-caused wildland fire or in rehabilitating public lands damaged as a result of that fire. National BLM policy requires that BLM pursue cost recovery in all fire trespass matters.
2. 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.” Other agencies, including the BLM, which provide fire protection or perform other fire-related services, are considered “cooperating agencies.” 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. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation

personnel will assist the lead agency in making those assessments. Consequently, at the outset of the investigation, the lead agency must invite federal law 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 negligently caused. Should the lead agency choose not to investigate, and/or the fire originates on private lands, the lead agency must invite federal law enforcement officers to co-investigate the fire.

3. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency. Such costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out. As final costs are determined, this information also will be provided to the lead agency.

VIII. FIRE TRAINING:

1. For training and qualifications, The Federal agencies and the Department will adhere to the National Wildfire Coordinating Group (NWCG) PMS-310-1 Wildland Fire Qualifications System Guide.
2. The BLM will inform the District of the required training and qualifications for the District personnel. The Federal Agency shall inform the district of any changes to the PMS 310-1 training and qualification requirements.
3. The District and the BLM may conduct joint wildland fire and other related training; the agencies will cooperate to make maximum use of existing personnel, equipment and facilities for joint training purposes.

IX. FACILITIES:

1. It is mutually beneficial that all participating agencies will, when appropriate, make available their facilities for use. Any cost incurred for the utilization of the facility will be negotiated between the agencies.

X. FUELS MANAGEMENT, PREVENTION, EDUCATION, AND MITIGATION:

1. The Agencies to this Agreement agree to coordinate across jurisdictions to establish priorities, cooperate on activities, and increase public awareness by participating in joint fire prevention, educational, and mitigation events.
2. The Agencies to this Agreement may provide assistance to one another as requested and agreed to for the purposes of performing fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented in a different instrument.

XI. REGULATIONS AND REQUIREMENTS:

1. The District will abide by and implement the Federal Agency's land management fire suppression guidelines and restrictions for suppression action taken in special management areas, as determined in the BLM fire management planning process.
2. The Agencies to this Agreement will ensure that all firefighting personnel staffing their equipment are eighteen (18) years of age or older.
3. The Agencies to this Agreement will ensure that all firefighters are properly trained and qualified, and provided and outfitted with personal protective clothing and safety equipment which meet all requirements of the National Fire Protection Agency and the National Wildfire Coordinating Group.
4. The Federal agencies will provide the District with federal land

management fire suppression guidelines, and provide updated information in a timely manner to the District as the guidelines change.

5. The Federal agencies will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed. The District will abide by and implement these guidelines during any suppression actions.

XII. COST SHARE:

1. On multi-jurisdictional or multiple operational period incidents that threaten or burn across direct protection boundaries, or fires that exceed the Mutual Aid period, or short duration incidents that entail significant commitment of suppression resources, the parties will jointly develop a written Cost Share Agreement (Exhibit C). Each agency will provide resources as appropriate and available, and the rationale for sharing costs will be documented in a formal Agreement based upon jurisdictional responsibilities or other pertinent factors.
2. A Cost Share Agreement will be developed on the basis of one of the following four criteria:
 - A. Initial Attack Agreement. During initial attack, resources are dispatched per preseason Agreements or per established operating plans for multi-jurisdictional fire. If the incident is controlled with initial attack resources, agency administrators or delegated agency employee may agree to cost share some or all resource costs (e.g., dozers, hand crews, or aircraft working on both areas of responsibility) regardless of which agency dispatched the resources.
 - B. You Order, You Pay (YOYP). Under YOYP, each agency is fiscally responsible for the resources they order, regardless of where they are used on the incident. YOYP procedures are as follows:
 - 1 A unified ordering point is required and agencies agree to who

will order which resources.

- 2 On-incident support costs may be split by the percentage of agency requested resources.
- 3 Off-incident support costs are paid for by the ordering unit.

C. Acres Burned. A cost sharing method where costs are shared based on the acreage percentage of the fire within an agency's protection area. This method is used when agencies' responsibilities, objectives, and suppression costs are similar.

D. Cost Apportionment. The cost apportionment process is a more complex system for identifying agency cost share where incident agencies agree to share costs. It is also used to share final incident costs based upon the usage of resources per operational period.

3. After-action fiscal review will be conducted within 90 days of fire being declared out.

XIII. BILLING PROCEDURES:

1. BLM: Federal Agency will submit bills to the appropriate Fire Protection District whenever the District is the Protecting Agency and billing is appropriate.
2. District: The District will submit bills to the BLM whenever the BLM is the Protecting Agency and billing is appropriate.
3. Billing Estimates/Timeframes: On fires where costs are incurred pursuant to the terms of this Agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

4. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
5. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.
6. Billing Content: A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - ❖ Narrative cover letter.
 - ❖ Cooperator name, address, phone number, and agency financial contact.
 - ❖ Agreement number.
 - ❖ Incident name and number.
 - ❖ Dates of the incident covered by the billing.
 - ❖ Location and jurisdictional unit.
 - ❖ Appropriate incident number.
 - ❖ Summary cost data for the amount being billed. Use incident cost information or standard generated costs reports generated by the Agency to support the billing whenever possible.
 - ❖ Copies of Resource Orders and other supporting documentation.
 - ❖ Copies of applicable Cost Share Agreements.

7. Billing Addresses:

All bills for services provided to the Department will be mailed to the following address for payment:

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

All bills for services provided to the Bureau of Land Management will be mailed to the following address for payment:

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

XIV. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and after prompt, proper notification, take immediate action to attack a wildland fire within the Districts' or the respective BLM' jurisdiction. None of the Agencies to this Agreement shall perform any fire suppression action which is contrary to the limitations found within this Agreement, and any reimbursement shall be pursuant to this Agreement.
2. The first qualified agency fire officer on-scene shall assume command responsibility, relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
3. Agencies to this Agreement agree to take no suppression or support action

which would constitute a reimbursable billing action per this Agreement, unless authorized by a Chief Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.

4. Responses to BLM fires by District resources will be documented on the BLM Field Fire Report form (Exhibit E), and submitted to the BLM within five (5) working days. The BLM shall provide to the department the BLM Field Fire Report Forms.
5. The Federal Agency is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable; when wildland fires threaten to engulf structures District is responsible for structure fire suppression and related costs.
6. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.
7. Prior to April of each year, BLM and the District designees shall review the Annual Operating Plan as an addendum to this Agreement.
 - A. This Annual Operating Plan shall:
 - 1) Clearly identify and define, as appropriate, the operational aspects and field relationships contemplated by this Cooperative Agreement.
 - 2) Describe the cost share process and requirements.
 - 3) Contain any needed Definitions
 - 4) Not conflict with the terms in this Cooperative Agreement.
 - 5) Be signed by the BLM Carson City District Office Managers the

BLM Carson City District Fire Management Officers and the
Nevada BLM State Office Contracting Officer.

XV. WAIVER OF CLAIMS:

1. The Federal agencies and the Fire Protection districts hereby expressly waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring as a result of performing such Agreements (42 U.S.C. 1856 [a]-[d]). This waiver shall not apply to intentional torts or acts of violence against such persons or property.

When operating under Assistance-by-hire and Mutual Aid actions, all agencies have the responsibility to provide Workman's Compensation, liability, and automotive insurance. Fire Protection District personnel specifically compensated under a city, state or county pay formula, or assistance-by-hire under State of Nevada authority, shall remain the legal and statutory responsibility of the respective entity under applicable compensation procedures.

Agencies to this Agreement agree to operate in a safe efficient manner and within the statutory limits applicable to each party. The Federal agencies and the Department shall be responsible for their own fire equipment and the operational use thereof.

XVI. MISCELLANEOUS CONDITIONS:

All notices, demands, and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail, postage prepaid, return receipt requested. Notices given to either party shall be addressed as follows:

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

Carson City, NV 89701

Truckee Meadows Fire Protection District (TMFPD and SFPD)
Attn: Charles Moore, FIRE Chief
PO Box 11130
1001 E. Ninth Street
Reno, NV 89520-0027

Any Agency to this Agreement may change its address by giving notice in writing to the other party, and thereafter, notices, demands, and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

This Agreement shall be effective upon execution by the signing agencies and shall continue in effect for five years or until terminated by mutual Agreement with 30 days written notice. If any agency determines to withdraw from this Agreement, withdraw will be effective on service of written notice to all agencies.

_____ Date _____

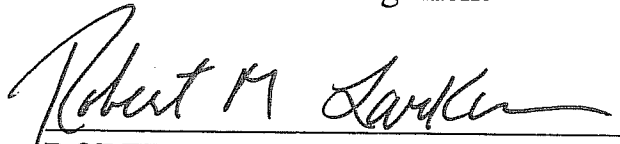
CHRISTOPHER J. MCALEAR
Carson City District Manager
Carson City District Office
Bureau of Land Management

_____ Date _____

SHANE MCDONALD
Fire Management Officer
Carson City District Office
Bureau of Land Management

_____ Date _____

KENDA TUCKER
Procurement Analyst
Nevada State Office
Bureau of Land Management



Date 6-26-12

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

ATTEST:


County Clerk

Exhibit C
Example Cost Share Agreement

COST SHARE AGREEMENT

USDA FOREST SERVICE

And

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME: **Berry Fire**

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – P5A7MP

INCIDENT START DATE AND TIME: July 11, 2007 at 1502 hours

JURISDICTIONS: USFS – San Bernardino National Forest
California Department of Forestry and Fire Protection – CAL FIRE

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command

Start Date/Time: July 11, 2007 at 1800

End date/time: July 16, 2007 at 1800

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center

Exhibit C – Continued
SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS Todd Shymanski, CAL FIRE Jake Zimmer, USFS
Maryanna Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.

Exhibit C – Continued

SAMPLE COST SHARE AGREEMENT

9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.
12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.
15. MAFFS will be paid by the USFS and not included in the cost pool.
16. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES	RESPONSIBLE AGENCY
Federal Agency	USFS – San Bernardino NF
State Agency	CAL FIRE – Riverside Ranger Unit

In accordance with the attached documentation it is hereby agreed that cost sharing on this incident will be:

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	54.72%	90.61%
CDF	45.28%	9.39%
Total	100%	100%

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
Forest Service

HECTOR MONTANO USDA,
State of California, Department of
Forestry and Fire Protection

Signature, Agency Representative

Signature, Agency Representative

Mailing Address:
USDA, Forest Service
Cajon Ranger District
1209 Lytle Creek Road
Lytle Creek, CA 92358

Mailing Address:
CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indo, CA 92201
Telephone: (000) 999-4321

Telephone: (000) 999-1234

Date of this finalized agreement: 7/16/2007
Contacts are:

Rick Money
USDA, Forest Service
19777 Greenley Road
Sonora, CA 95370
(209) 532-3671 x425

Jake Zimmer
USDA, Forest Service
24356 Nobe Street
Corona, CA 92883
(951) 277-4683

Maryanna Cycle
USDI, BLM
2800 Cottage Way, Rm W-1834 210
Sacramento, CA 95825
(911) 999-2222

Tina Shistter
CAL FIRE
West San Jacinto Ave.
Perris, CA 92570
(911) 333-1111

Attachments will follow, if applicable.

Exhibit D
Complexity Analysis

INCIDENT COMPLEXITY ANALYSIS (TYPE 3,4,5) Yes No
Fire Behavior
Fuels extremely dry and susceptible to long-range spotting or you are currently experiencing extreme fire behavior.
Weather forecast indicating no significant relief or worsening conditions.
Current or predicted fire behavior dictates indirect control strategy with large amounts of fuel within planned perimeter.
Firefighter Safety
Performance of firefighting resources affected by cumulative fatigue.
Overhead overextended mentally and/or physically.
Communication ineffective with tactical resources or dispatch.
Organization
Operations are at the limit of span of control.
Incident action plans, briefings, etc. missing or poorly prepared.
Variety of specialized operations, support personnel or equipment.
Unable to properly staff air operations.
Limited local resources available for initial attack.
Heavy commitment of local resources to logistical support.
Existing forces worked 24 hours without success.
Resources unfamiliar with local conditions and tactics.
Values to be protected
Urban interface; structures, developments, recreational facilities, or potential for evacuation.
Fire burning or threatening more than one jurisdiction and potential for unified command with different or conflicting management objectives.
Unique natural resources, special-designation areas, critical municipal watershed, T&E species habitat, cultural value sites.
Sensitive political concerns, media involvement, or controversial fire policy.

*If you have checked "Yes" on 3 or more of the analysis boxes—
consider next level of incident management support*

2012
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
BUREAU OF LAND MANAGEMENT, CARSON CITY FIELD OFFICE,
And
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT on behalf of itself and
the Sierra Fire Protection District

I. IDENTIFICATION OF ADMINISTRATIVE UNITS

This operating plan is made and entered into by and between:

1. United States Department of the Interior
Bureau of Land Management
Fire & Aviation
Carson City District Office
Attn: Fire Management Officer
5665 Morgan Mill Road
Carson City, NV. 89701

Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District which has consolidated into the former, hereinafter called DISTRICT

PO Box 11130
1001 E. Ninth Street
Reno, NV 89520-0027

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Wildland Fire Management Agreement NV-XXXXXXX (herein after called the Agreement) between Truckee Meadows Fire Protection District on behalf of itself and the Sierra Fire Protection District which has consolidated into the former, and the Bureau of Land Management, Carson City District Office. This plan shall be attached to and become an exhibit of the Agreement upon signature of all parties, and shall be reviewed annually not later than April

III. PURPOSE

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

IV. DEFINITIONS AND DESCRIPTIONS

A. Direct Protection Area:

1. A protection boundary between each agency shall be established, approved and identified as an exhibit to the agreement and becomes part of the operating plan. Maps should be kept on files by each agency. Electronic maps will be provided at the annual operations meeting between the agencies participating in this plan for field use. Chief Officers from each agency will be familiar with DPA boundaries in their respective areas.
2. District is primarily responsible for all risk emergency response on any private, County, or City land within the boundaries of the Truckee Meadows Fire Protection District and Sierra Fire Protection District.
3. The BLM is primarily responsible for suppression of wildland fires on Federal lands within the protection boundaries of the Carson City District Office and other lands identified as Direct Protection Area (DPA) Bureau of Indian Affairs, Bureau of Reclamation and lands under the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.
4. The BLM will not assume responsibility for structure fire suppression and/or protection that are the legal jurisdiction of another entity (State, Tribal, and county, local, or property holder).

V. Mutual Aid

It is understood that the mission and intent of Agencies to this Agreement is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all Parties to jointly take action as necessary to achieve this mission and intent. For Mutual Aid the following conditions needs to be considered:

1. All ground resources may be considered mutual aid for up to 24 hours.
2. All assistance beyond the 24 hours will be considered assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.
3. For all multi-jurisdictional incidents, a cost share agreement will be developed, documented and signed. Mutual aid shall be provided within the limits of local resources.
4. Defined as resources within the local dispatch center's area of responsibility, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.
5. For the purpose of this agreement, all hand crews and aircraft will be considered assistance by hire, unless described in a cost share agreement.

VI. OPERATING PROCEDURES

1. Ordering Process:

- A. Single ordering point process will be used when in unified command.
- B. The ordering point will be the dispatch center that placed the initial dispatch and which is most likely to have jurisdiction. If it is later determined that this is not the appropriate ordering point a transition will occur at a designated date and time as agreed upon by the duty chiefs of the affected agencies.

2. Air Operations:

Wildland fire aviation includes a variety of aircraft and operations. Helicopters are used to drop water, transport crews, reconnaissance, infrared, and deliver resources to the fireline. Fixed-wing aircraft include smokejumper aircraft, air tactical platforms, Single Engine Airtankers (SEATs), large airtankers, and large transport aircraft. These aircraft play a critical role in supporting firefighters on the ground.

A. Pilot and Aircraft Approval:

All aircraft involved in wildland firefighting on Federal Lands will be carded and or approved by the Aviation Management Directorate (AMD) or United States Forest Service.

B. Boundary Issues:

When resources are being dispatched by more than one unit or agency to an incident along a common boundary, special care should be taken to ensure safe separation and communication. Airspace boundary plans should be developed in areas where this occurs. Boundary plans often focus on a 10 mile wide “neutral air” corridor for mutual or exchanged initial attack areas or zones. Agencies conducting flight activity within the boundary corridor implements notification procedures to adjoining agencies and cooperators. Examples of aviation operations include fire reconnaissance, fire suppression missions, special aviation projects, resource management flights, helicopter logging, etc.

C. Airspace De-confliction:

Airspace de-confliction is a term used to describe the process of reducing the risk of a near mid air collision or TFR intrusion by sharing information regarding flight activity with DOD military units, general aviation and other agency aviation

programs. Airspace de-confliction will occur for both emergency and non-emergency aviation activities.

D. Temporary Flight Restrictions (TFR):

In order to enhance safety during an incident or project, the FAA may be requested to issue a Notification to Airmen (NOTAM) to pilots; these could be either a Temporary Flight Restriction (TFR) or a NOTAM (L) or NOTAM (D).

E. Fire Traffic Area (FTA):

1. The Incident Commander will monitor the assigned Air to Ground frequency assigned to the incident.
2. All aircraft will make initial radio contact no less than 12 nautical miles from the incident on assigned Air Tactical Frequency.

F. Clearance is required to enter Fire Traffic Area:

If no positive radio contact is made, aircraft must hold a minimum of 7 nautical miles from the incident.

3. Sharing of Facilities:

A. Administrative/Training:

Sharing of facilities for the purpose of training is beneficial for all Agencies to this Agreement; therefore there will be no charge for the use of agencies facilities for training.

B. Incidents:

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

4. Sharing of Communication 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" mode only.

When a Multi Agency or rapidly expanding incident occurs, use of White Fire frequencies as tactical channels is mandatory to ensure common communications on the fire ground.

BLM frequencies per this Plan:

RX	TONE	TX	TONE	USE
169.9875	146.2	169.9875	110.9	CC BLM LOCAL
169.9875	146.2	162.2375	114.8	CC BLM FAIRVIEW REPEATER
169.9875	146.2	162.2375	151.4	CC BLM CORY REPEATER
169.9875	146.2	162.2375	173.8	CC BLM FT SAGE REPEATER
169.9875	146.2	162.2375	186.2	CC BLM McCLELLAN REPEATER
169.9875	146.2	162.2375	203.5	CC BLM VIRGINIA REPEATER
171.675	N/A	171.675	114.8	CC BLM SCENE OF ACTION (SOA)
168.3125	N/A	168.3125	N/A	AIR TO GROUND 51
166.8750	N/A	166.8750	N/A	AIR TO GROUND 8
154.280	N/A	154.280	N/A	NV EMS 1 (WHITE 1)
154.265	N/A	154.265	N/A	NV EMS 2 (WHITE 2)
154.295	N/A	154.295	N/A	NV EMS 3 (WHITE 3)

Truckee Meadows Fire District frequencies (Non-Narrow Band) per this plan:

RX	TX	TONE	USE
158.745	159.390	N/A	TM MAIN
158.745	159.390	107.2	TM SLIDE
158.745	159.390	118.8	TM PEAVINE
158.745	159.390	136.5	TM VIRGINIA PEAK
158.745	159.390	127.3	TM GERLACH
158.880	158.880	136.5	TM Tac 1
158.940	158.940	107.2	TM Tac 2

5. Notification and Reports:

- A. Fires occurring on or threatening lands inside the boundaries Truckee Meadows Fire Protection District or Sierra Fire Protect District will be reported immediately to Washoe County Dispatch emergency telephone (775) 785-4252.
- B. Fires occurring on or threatening lands of federal ownership inside the boundaries of the BLM will be reported immediately to the Sierra Front Interagency Dispatch Center (SFIDC), telephone (775) 883-3535.

C. The initial fire report will include, if available, the following information:

- ❖ Location (Lat & Long or street address with cross street)
- ❖ Present size (in acres)
- ❖ Type of fuel
- ❖ Rate of spread
- ❖ Time discovered
- ❖ Name location and telephone number of reporting party.

VII. ASSISTANCE BY HIRE

1. All resources provided by Districts for suppression activities on BLM jurisdiction fires during the “off season” will be considered assistance by hire. This period is defined as the period of time that the BLM does not have its initial attack resources available. This period is 11/1 through 3/31 of each year. During this time period District must contact the BLM duty Officer upon confirmation of involvement of BLM land.
2. For any “off season” BLM fires to be considered for assistance by hire reimbursement, a BLM Field Fire Report will be required by the District to be submitted to the BLM within five (5) working days of the fire being contained.
3. Backfill coverage for shift firefighters assigned to all risk fire stations will be billable to the incident. The overtime for the backfill will be billed to the incident and the regular time for the person on the incident will not be billed. Backfill will be documented that is related to the incident resource order.
4. Responses to false alarms or resources canceled en route will not be billable.
5. Hand crews and aircraft are considered assistance by hire.
6. Request for assistance by hire outside of the BLM, Carson City District Office boundaries must be clear and precise. Resource orders for personnel and equipment will be made through and tracked by the BLM. This request process requires the approval of the BLM duty officer. The approval or denial of such request shall be noted in the remarks section on the resource order.
7. Resource orders for District personnel who are listed on the team personnel roster of a Great Basin T-1 or T-2 team or a local approved T-3 team do not have to have the BLM duty office approval. District personnel that are not on a team and who are requested for a single resource assignment to a wildland fire incident outside of the mutual aid boundary will have to get approval from the BLM duty officer prior to filling the request.
8. To receive payment for services rendered, the District will submit all billing invoices to the BLM. Each invoice shall contain a “remit to address” and a “tax ID” number along with a “DUNS” number. All invoices will be sent to the BLM within 120 days of

completion of the fire management services, unless a written request for an extension has been granted by the agency. For federal fire management services, the cooperators shall comply with the above stated billing requirements. Upon receipt of the invoice from the Districts, the BLM may make payment as requested.

VIII. FIRE TRESPASS:

Fire Trespass is defined as the occurrence of unauthorized wildland fire ignited by human activity for which there is evidence of negligence or intent. Federal law allows the Bureau of Land Management (BLM) to recover costs it incurred either in suppressing a negligently human-caused wildland fire or in rehabilitating public lands damaged as a result of that fire. National BLM policy requires that BLM pursue cost recovery in all fire trespass matters. 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." Other agencies, including the BLM, which provide fire protection or perform other fire-related services, are considered "cooperating agencies."

1. The lead agency is responsible for determining the fire origin and cause of ignition and identifying, if possible, the suspected person who or entity that is allegedly negligently or intentionally ignited.
2. Where the cooperating agency is BLM, appropriate BLM law enforcement and/or fire investigation personnel will assist the lead agency in making the assessments set forth in the prior paragraph.
3. The lead agency must invite federal law 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.
4. For all fire trespass matters, cooperating agencies will provide cost figures and cost documentation to the lead agency.
5. Costs include fire suppression, natural resource damages, emergency stabilization, and rehabilitation.
6. Cooperating agencies will provide an estimate of these costs to the lead agency within 60 days of the fire being declared out.

IX. COST SHARE:

On multi-jurisdictional incidents which threaten or burn across direct protection boundaries, or fires that exceed the mutual aid period, the parties will jointly develop a written cost share agreement. The rationale for sharing costs will be documented in a formal agreement based upon jurisdictional responsibilities or other pertinent factors. In the event the incident exceeds 24 hours, the cost of all resources on the incident will be covered in a negotiated cost share agreement. The cost of those shared resources will be billed retroactive from the time of dispatch.

Incident complexity changes frequently and may affect the terms of the cost share agreement. Therefore, the final agreement should not be signed until all terms have been finalized, including cost share period and how costs will be shared. Each Agency Administrator and the Incident Commander(s) should receive a copy of the final agreement. A Cost Share Agreement should identify the following:

1. Costs to be shared.
2. Costs to be borne by each agency (not shared).
3. Method by which costs will be shared.
4. Cost share period.

Cost share agreements must easily be understood and correspond to agency cost accounting/tracking methods in order to facilitate the billing process.

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

1. Initial Attack Agreement.
 2. You Order, You Pay (YOYP).
 - A. A unified ordering point is required and agencies agree to who will order which resources.
 - B. On-incident support costs may be split by the percentage of agency requested resources.
 - C. Off-incident support costs are paid for by the ordering unit.
 3. Acres Burned.
 4. Cost Apportionment.
- A. Cost Shared Items. The following is a list of items that are typically cost shared in multi-jurisdiction incidents. This list is not all-inclusive.
1. Aircraft Costs. Aircraft (fixed and rotor wing) and associated retardant costs.
 2. Equipment Costs. Emergency equipment used to support the incident.
 3. Incident Cache Costs. Cache costs may include refurbish, replacement, resupply, and labor costs.
 4. Incident Rehabilitation Costs. Rehabilitation activities of assigned incident personnel to mitigate further damage to improvements and land occurring from direct

suppression activity can be included in cost sharing, e.g., minor fence repair, dozer line, erosion control.

5. Initial Attack Resource Costs. Initial attack resource costs are included in determining the cost-share percentages and in deriving actual incident costs. In a cost-share incident, agreement provisions for initial attack assistance at no cost do not apply.
6. Off-Incident Support Sites. Mobilization, demobilization, rest and recuperation sites, etc., usually serve multiple incidents and are not ordered by a specific incident. The incident cost share agreement usually will not address cost sharing of these sites. Incident agencies may establish separate cost share agreements for these items.
7. On-Incident Support Costs. Costs incurred for services supplied within the incident, e.g., shower units, catering units, commissary units, cache supplies and materials.
8. Personnel Costs. Costs of assigned incident personnel including the IMT, crews, casualties, etc.
9. Transportation Costs. Costs associated with movement of resources to and from an incident.

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

1. Accountable Property. Accountable and/or sensitive property, as defined by each agency, that is purchased by the agency and becomes property of that agency.
2. Administrative Overhead Costs. Costs of agency personnel, support, and services not directly assigned or ordered by an incident.
3. Administrative Surcharge. A pre-established percentage applied by an agency to the settlement billing on the net amount owed.
4. Claims Costs.
5. Move Up and Cover Costs. Includes additional costs over and above base salary of “backfilling” agency personnel to meet agency-specific staffing requirements.
6. Post Incident Rehabilitation Costs. Costs incurred to rehabilitate burned lands, such as seeding, check dam construction, and archaeological mitigation.
7. Waste, Fraud, and Abuse Costs. Costs resulting from waste, fraud, or abuse.

C. Final Cost Determination: Costs can be determined by using incident generated data, which will include actual and estimated expenditures or may be finalized using agency financial records.

D. Transfer of Responsibility Procedures: When IMTs transition, the departing team must brief incoming team on all cost sharing agreements and documentation to date. If there is a change

in the Agency Administrators or representatives, teams must have clear understanding of all the decisions and agreements used to develop the final cost-share percentages and conditions of the final agreement.

- E. An after-action fiscal review will be conducted within 90 days of the fire being declared out. Fire cost tracking and accountability (i.e., air tanker and helicopter drop numbers and location) should be established and maintained early during initial attack.

X. LAND MANAGEMENT CONSIDERATIONS:

1. District will abide by and implement the BLM's land management fire suppression guidelines and restrictions for suppression action taken in special management areas, as determined in the BLM fire management planning process.
2. The BLM will provide Department federal land management fire suppression guidelines, and provide updated information in a timely manner to District as the guidelines change.
3. The BLM will provide resource advisors as needed to fires on federal jurisdiction to ensure appropriate suppression guidelines are followed. District will abide by and implement these guidelines during any suppression actions.

XI. 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 fire issues 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:

Agencies should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas within their respective jurisdictions.

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.

XII. GENERAL PROVISIONS:

1. Local Fire Team

Participation of the District fire resources is encouraged on area and national IMT's and as single resources.

2. Updating of Plan:

All units will meet at least annually prior to April 1, to review the Operating Plan and update it as necessary.

3. Interagency Training:

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

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

XIII. MUTUAL UNDERSTANDING:

1. Either agency may, upon its own initiative and/or after prompt, proper notification, take immediate action to attack a wildland fire within the District or the BLM jurisdictional lands. None of the agencies to this agreement shall perform any fire suppression action which is contrary to the limitations found within this agreement, and any reimbursement shall be pursuant to this agreement.
2. Payment of Structure Protection:

Structure protection forces are defined as resources ordered by the Incident Commander specifically for the purpose of directly protecting structures and/or suppressing structure fires. Typically these resources are certified, trained, and

equipped to suppress structure fires. When structure resources are no longer needed on an incident they will be a priority for release.

For wildfires within each respective Agencies DPA, the financial responsibility for the protection and suppression of structures remains with the Agency who has statutory responsibility for structure suppression and protection.

For incidents involving both Agencies DPAs the cost share agreement should identify financial obligation within its own jurisdiction.

3. When a fire that is burning solely on one jurisdictional agency's land and is deemed to be threatening another jurisdictional agency's lands, the agencies to this Agreement may elect to absorb the cost of their resources used to protect their jurisdictional lands. The determination of when the fire becomes a threat will be made by the jurisdictional agency's chief officer on scene of that incident and the justification of the determination will be documented in the cost share agreement.
4. Incident Command System: The agencies to this Agreement will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS), as appropriate for providing qualified resources and for management of incidents encompassed under the terms of this Agreement. During initial attack, all agencies will accept each other's training and qualifications, and equipment standards. Once jurisdiction is clearly established, the standards of the agency with jurisdiction will be applied.
5. The first qualified agency fire officer on-scene shall assume command responsibility relinquishing responsibility to a qualified jurisdictional Incident Commander upon their arrival.
6. All agencies agree to take no suppression or support action which would constitute a reimbursable billing action per this agreement (except @ VII, Section I), unless authorized by a Chief Officer of the jurisdictional agency. If it is determined that the fire is confined to the sole jurisdiction of either party, then the jurisdictional agency will designate an Incident Commander.
7. Responses to BLM fires solely by District resources will be documented on the BLM Field Fire Report form, and submitted to the BLM within five (5) working days from containment of the fire. The BLM shall provide Field Fire Report Forms to the District.
8. The BLM is not responsible for fighting structure fires, but may assist in providing structure protection, as trained and capable, when wildland fires threaten to engulf structures. Within its jurisdiction, the District is responsible for structure fire suppression and may include structure protection and related costs.
9. Each agency will provide a yearly update of Fire Officers, station locations, resources, radio call-numbers/frequencies, and authorize frequency use in the Annual Operating Plan.

10. Prior to April 1 of each year, the BLM with Truckee Meadows Fire Protection District designees shall review the Annual Operating Plan as an addendum to this Agreement.

XIV. STAFFING PLAN and CONTACT LIST

Staffing Plan for Carson City BLM

Station	Chief Officer	Engine	Equipment
Doyle	3910	CCD-E-3324,3241,PNF E15	PNF Dozer 1
Stead	3910	CCD-E3323, HTF E413	
Palomino Valley	3911	CCD –E3333,E3335	
Parkway	3911	CCD-3334	
Carson City	3912	CCD-E3362,3464,3361	
Fish Springs	3912	CCD-E3363	
Fallon	3911	CCD-E3666	
Markleeville	3912	CCD-E3665	

Carson City Bureau of Land Management Contact List

BLM DUTY OFFICER PHONE

(775) 223-2760

<u>Staff Officers</u>	<u>Office</u>	<u>Mobile</u>
FMO – Shane McDonald 3900	885-6103	721-2271
AFMO – Russell Bird 3901	885-6104	721-2272
Fuels – Tim Roide 3902	885-6185	230-1004
Aviation – Shane Charley 3903	885-6182	720-3411
Prevention – Dennis Terry 3904	885-6197	781-5411
BATT - Chris Glode 3910	530-827-2220	775-434-4058
BATT – Billy Britt 3911	475-0350	721-7107
BATT – Scott Johnson 3912	885-6195	721-2048
Hotshots – Kevin Kelly	885-6186	720-0136

Facilities:

Sierra Front Dispatch	(775) 883-3535
Stead Air Attack Base	(775) 972-9201
Doyle Station	(530) 827-2220
Fish Springs	(775) 782-4054

Stead Station	(775) 972-4129
Palomino Station	(775) 475-0350
Carson City Station	(775) 885-6000
Parkway Station	(775) 720-7443
Fallon Station	(775) 423-2482
Markleeville Station	(530)694-2142

A. Anticipated Full Staff Deployment Period: May thru October

Staffing Plan for Truckee Meadows Fire Protection District

Contacts:

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

Career - SFPD

Station #30 – 3905 Old Hwy 395, Washoe Valley
Station 35 – 1000 South Garson Rd., Verdi
Station #36 – 13500 Thomas Creek Rd., Reno
Station #38 – 16255 Mt. Rose Hwy., 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

XV. BILLING PROCEDURES:

1. Federal Agency: BLM will submit bills to the Department for billing on behalf of the District whenever the Department is the protecting agency and billing is appropriate.
2. Because of agreements and mixed ownership in Washoe County, the District will submit a letter within ten (10) days after fire is declared out advising the Federal Agency on jurisdictional lands involved.
3. Department Billings: When the Department is the supporting agency the Department will bill the protecting agency when billing is appropriate.
4. Billing Estimates/Timeframes: On fires where costs are incurred pursuant to the terms of this agreement, the billing agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
5. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
6. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable Parties.
7. Billing Content: A separate bill will be submitted for each fire incident. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order or other supporting documentation. Documentation in support of the billing will include:
 - ❖ Narrative cover letter.
 - ❖ Cooperator name, address, phone number, and agency financial contact.
 - ❖ Agreement number.
 - ❖ Incident name and number.
 - ❖ Dates of the incident covered by the billing.
 - ❖ Location and jurisdictional unit.
 - ❖ Appropriate incident number.

- ❖ Summary cost data for the amount being billed. Use incident cost information or standard generated costs reports generated by the Agency to support the billing whenever possible.
 - ❖ Copies of Resource Orders and other supporting documentation.
 - ❖ Copies of applicable Cost Share Agreements
8. Billing Addresses. All bills for services provided to the Department will be mailed to the following address for payment:

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

9. All bills for services provided to the Bureau of Land Management will be mailed to the following address for payment:

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

XVI. PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the District personnel have been designated entitlement to portal to portal pay.
3. Equipment will not be considered portal to portal pay. Equipment will be reimbursed at the rate indicated in the rate schedule.
4. Daily Rate: Includes maintenance and repairs of vehicles (except damage that occurred on the incident).

Mileage Rate: Includes reimbursement for fuel and oil. Agencies will not bill each other for general repairs that are considered normal wear & tear or for fuel & oil.

Hourly Rate: Equipment with an hourly rate shall be billed for actual use only. Actual use will not exceed 16 hours per day, unless approved by the Incident Commander.

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. Documentation in the form of receipts must be provided for reimbursement.

A. BLM RATE SCHEDULE

Rates based on actual cost to government personnel rates per 03//2012 Work Plan for Carson City District Office. Billed rate will be at the actual cost and may be different than the rate quoted in this document

For Rate Schedule see EXHIBIT "A"

B. CONSOLIDATED FIRE DEPARTMENT RATE SCHEDULE

All rates shall be based on actual cost to the Department. Billed rate will be at the actual cost and may be different than the rate quoted in this document. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

For Rate Schedule see EXHIBIT "B"

IN WITNESS WHEREOF, the Parties have executed this Annual Operating Plan as of
_____, 2012

Concurrence:

CHRISTOPHER MCALEAR
District Manager
Carson City District Office
Bureau of Land Management

Date _____

SHANE MCDONALD
Fire Management Officer
Carson City District Office
Bureau of Land Management

Date _____

KENDA TUCKER
Chief of Contracting
Nevada State Office
Bureau of Land Management

Date _____

CHARLES A. MOORE
Fire Chief
Truckee Meadows Fire Protection District

Date _____

EXHIBIT "A"

2012 AOP Bureau of Land Management Labor Cost Ranges

Ground resources:

Firefighters	GS-3 thru GS-5	\$20.54 - \$26.57*
Engine Operators	GS-5 thru GS-6	\$26.57 - \$33.97*
Engine Captains	GS-7	\$35.17*
Battalion Chiefs	GS-8 thru GS-9	\$41.88 - \$46.17*
Fire Staff IC 3's	GS-11 thru GS-12	\$48.72 - \$58.40*

Aviation resources:

Ramp Managers	GS-5	\$26.57*
Tanker Base Managers	GS-7 thru GS-9	\$28.15 - \$38.27*
Air Attack Manager	GS-9	\$38.27*

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

Ground Resource Vehicle Costs

Type 3 Engine Model 14	Hourly Rate	\$90.25 /hour
Type 3 Wildland	Hourly Rate	\$81.82/hour
Type 4 Engine	Hourly Rate	\$74.15/hour
Type 6 Engine enhanced	Hourly Rate	\$60.54/hour
Light		
Type 6 light	Hourly Rate	\$58.70/hour
Specialized Vehicle	Hourly Rate	\$150.34/hour
(Unimog Type 4)		
Command Vehicles	Mileage Rate	\$.73/mile
IHC Crew Carriers	Mileage Rate	\$2.00/mile
Superintendent Truck	Mileage Rate	\$1.33/mile

Rates listed are based on actual cost to government. Billed rates will be at the actual cost to the government and may be different than the rate quoted in this document.

All aviation resources will be considered assistance by hire and will include availability, flight costs, landing fees, retardant, AMD charges, aircraft support equipment charges, and per diem expenses when aircraft are held overnight.

Aircraft Costs - Helicopters:

- ❖ Type I Helicopter: **\$3000.00 to \$7000.00** per flight hour depending on model.
- ❖ Type II Helicopter: **\$1750.00 to \$3500.00** per hour depending on model.
- ❖ Type III Helicopter: **\$750.00 to \$2500.00** per hour depending on model.
- ❖ Service Miles for support vehicles: **\$2.50** a mile.

Aircraft Costs - Retardant:

- ❖ Retardant is \$0.813 to \$3.146 per gallon depending on gallons used
- ❖ SEAT: 800 gallon load of retardant
- ❖ P2V: 2,400 gallon load of retardant

Aircraft Costs - Air Tankers and SEATS:

- ❖ AT-802 SEAT: **\$2700.00 to \$3500.00** per hour depending "on call" contract.
- ❖ P2V: **\$5385.00 to \$6279.00** per flight hour depending on tanker used.
- ❖ S2: **\$3300.00 (est.)** per flight hour.

Aircraft Costs - Aerial Supervision:

- ❖ Air Attack: **\$750.00 to \$1000.00** per flight hour.

Note: Costs are estimates and will vary depending on contractor make and model.

EXHIBIT "B"

2012 TRUCKEE MEADOWS FIRE PROTECTION DISTRICT RATE SCHEDULE

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

Backfill (for 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:

- Pickup \$86.00 per day plus .55 per mile
- Van \$109.00 per day plus .55 per mile
- SUV \$96.00 per day plus .55 per mile
- 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	OT	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	OT	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	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)

All rates include 8.46% Workers Comp Cost

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 \$104.00/ daily plus .55 per mile
- Crew Carrier \$260.00/ daily
- 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 \$109.00/day plus .55 per mile
- Pick up \$86.00/day plus .55 per mile
- Masticator \$65.00/Hr.

Non Portal to

Portal	Regular
Chief	65.96
Division Chief	58.95

40 Hour Rate	Regular	OT	CB OT
Fire Marshal	54.57	81.86	114.19

Fire Inspector	35.37	53.05	74.01
Logistics			
Officer	40.46	60.68	84.65
*Training			
Captain	42.89	60.68	84.65
56 Hour Rate	Regular	OT	CB OT
*Battalion			
Chief	41.29	58.42	81.5
*Captain	30.62	43.34	60.46
*Operator	26.78	37.89	52.86
Paramedic	25.74	38.61	53.86
*Firefighter	23.84	33.74	47.07

Includes 6%
incentive pay
for regular rate

County Fire Suppression Raven Helicopter

Flight Hours: \$1732.20

Fuel Truck \$1.00 per mile from Stead Air Base

Fuel Truck Driver – Holiday \$37.00 per base hour, \$55.00 per hour

Exhibit C
Example Cost Share Agreement

COST SHARE AGREEMENT

USDA FOREST SERVICE

And

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident:

INCIDENT NAME: Berry Fire

INCIDENT NUMBER BY AGENCY: CAL FIRE – CA-RRU-055439
USFS – P5A7MP

INCIDENT START DATE AND TIME: July 11, 2007 at 1502 hours

JURISDICTIONS: USFS – San Bernardino National Forest
California Department of Forestry and Fire Protection – CAL FIRE

COOPERATIVE FIRE PROTECTION NUMBERS:

INCIDENT CAUSE: Under investigation

COMMAND STRUCTURE: Unified command

Start Date/Time: July 11, 2007 at 1800

End date/time: July 16, 2007 at 1800

COST-SHARE PERIOD: July 7, 2007 - July 16, 2007

INCIDENT COMMANDER: HECTOR MONTANO, CAL FIRE

INCIDENT COMMANDER: MICHAELA MELTOR, USFS

AGENCY REPRESENTATIVE: CAL FIRE – HECTOR MONTANO

UNIFIED ORDERING POINT: Perris Emergency Command Center

Exhibit C – Continued
SAMPLE COST SHARE AGREEMENT

Agency Representatives participating in development of this cost share agreement:

Rick Money, USFS Todd Shymanski, CAL FIRE Jake Zimmer, USFS Maryanna
Cycle, BLM

This cost share agreement between USDA, Forest Service (USFS), and State of California Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the Cooperative Fire Protection Agreement between the USDA, Forest Service, USDI, Bureau of Land Management, USDI National Park Service and the California Department of Forestry and Fire Protection.
2. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the Incident Commander's (IC)/Agency Administrator's (AA) mutual agreement.
3. Costs for nonexpendable property purchases by each agency will be charged directly to that agency and will not be shared.
4. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.
5. Agency specific costs will not be shared.
6. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
7. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
8. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.

Exhibit C – Continued

SAMPLE COST SHARE AGREEMENT

9. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
10. Shared costs will be based on the IC's/AA's mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
11. Aircraft and retardant costs will be shared on an actual use basis as determined by the IC's/AA's and will be calculated as a separate cost.
12. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
13. Within 10 months, the parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.
14. All costs relating to the Mountain Structure Branch formed at the request of the Riverside County Fire Department will be paid by the requesting agency and not included in the cost pool.
15. MAFFS will be paid by the USFS and not included in the cost pool.
16. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES

Federal Agency

State Agency

RESPONSIBLE AGENCY

USFS – San Bernardino NF

CAL FIRE – Riverside Ranger Unit

In accordance with the attached documentation it is hereby agreed that cost sharing on this incident will be:

AGENCY	GROUND RESOURCES	AIRCRAFT/RETARDANT
USFS	54.72%	90.61%
CDF	45.28%	9.39%
Total	100%	100%

This agreement and the apportionment are our best judgments of agency cost responsibilities.

MICHAELA MELTOR
Service

HECTOR MONTANO USDA, Forest
State of California, Department of

Forestry and Fire Protection

Signature, Agency Representative

Mailing Address:

USDA, Forest Service
Cajon Ranger District
1209 Lytle Creek Road
Lytle Creek, CA 92358

Telephone: (000) 999-1234

Date of this finalized agreement: 7/16/2007

Contacts are:

Rick Money

USDA, Forest Service
19777 Greenley Road
Sonora, CA 95370
(209) 532-3671 x425

Maryanna Cycle

USDI, BLM
2800 Cottage Way, Rm W-1834 210
Sacramento, CA 95825
(911) 999-2222

Attachments will follow, if applicable.

Signature, Agency Representative

Mailing Address:

CAL FIRE
County Administrative Center
82-657 Highway 111
2nd Floor, Suite 210
Indo, CA 92201
Telephone: (000) 999-4321

Jake Zimmer

USDA, Forest Service
24356 Nobe Street
Corona, CA 92883
(951) 277-4683

Tina Shistter

CAL FIRE
West San Jacinto Ave.
Perris, CA 92570
(911) 333-1111

**ATTACHMENT A
2012 OPERATING PLAN
Between the
TRUCKEE MEADOWS/SIERRA FIRE PROTECTION DISTRICTS
and the
NEVADA DIVISION OF FORESTRY**

This Operating Agreement is entered into by and between the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry (hereinafter, Division), and the 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 District), for the purpose of implementing the parties' related year-2012 Interlocal Contract.

1. It is in the interest of both agencies to render mutual aid at the request of a responsible command officer to suppress a fire or emergency of such magnitude that it requires the combined forces of both agencies.
2. No response to a mutual aid request, as provided for in this Operating Plan and in the Mutual Aid Response, will be made by the agencies unless the request is received through the established communication channels, and is approved by a responsible officer of the agency granting such aid.
3. Such aid shall be provided by the Division and District without expectation of reimbursement for the first 24 hours from the time of initial request and within the limits of local resources, which term is defined as the limits of local resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own fire protection resources, services or facilities to the detriment of its fire protection responsibilities. If an incident exceeds the mutual aid period of 24 hours, all resources will be billed retroactively for the full period from the time of initial dispatch.
4. District and Division shall furnish each other with updated rate schedules annually at the start of the fiscal year for billing purposes.
5. On all incidents when District or the Division assists the other, the requesting agency shall furnish the assisting agency with an incident and/or fire report within twenty (20) days after the incident.
6. District and the Division agree that each shall maintain, operate, and monitor all mobile radios on the appropriate frequencies when interagency communications are required.
7. All communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency. A command frequency and a tactical frequency shall be established for all incidents.

8. The Sierra Front Interagency Dispatch and District dispatch are responsible to contact the other agency using the most expedient method available when emergency responses are dictated by the specific terms of this Operating Plan.
9. District and the Division will advise the other agency of wildland fires that have the potential to threaten the each other's jurisdiction.
10. District and the Division agree to assist each other with fire investigations, fire prevention and public education programs if requested by the agency having jurisdiction.
11. For fires burning in the other agency's jurisdiction, the financial responsibility for the protection and suppression of structures remains with the agency that has statutory responsibility for such duty.
12. With the exception to specific Federal Emergency Management Agency (FEMA) provisions, the Civil Cost Recovery and other incidents that warrant specific time tables; fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of the billing, a partial bill or estimated bill, so identified, may be submitted. Absent a written extension of the time granted by the reimbursing agency because of circumstances outside of the invoicing agency, the final itemized claim must be submitted to the reimbursing agency within 270 days of the suppression action. However, it is recognized that certain situations may warrant agencies to cooperate, resolve bills and/or cost packages prior to established timelines. All bills will have a due date of sixty (60) days after the date of issuance.
13. The following items are not considered billable by the agencies: incident home unit dispatchers during the mutual aid period, that are not on specific request number; agency overhead personnel not specifically assigned to the incident; non-expendable accountable property; claims and award payments; interest and indemnities payments; move-up and cover during the mutual aid period; agency specific rehabilitation beyond suppression damage rehabilitation and resources demobilized before the end of the mutual aid period.
14. The Nevada Division of Forestry is the Governor's Authorized Representative for FEMA – Fire Management Assistance Grants (FMAG). FMAG requests must be submitted while the fire is burning uncontrolled and threatens such destruction as would constitute a major disaster. Therefore requests for FMAG declarations shall be submitted, regardless of the time of day or night, to the Division's state duty officer, so that the processing of the request may begin and a determination may be made when assistance is needed the most. The state duty officer can be contacted through Sierra Front Interagency Dispatch Center.

AUTOMATIC/MUTUAL AID RESPONSE

Division:

1. Division shall respond a Type 3 or 6 engine and command officer to all reported wildland incidents on private, county and state lands in Washoe Valley, Pleasant Valley and the area south of the Mount Rose Junction in the Truckee Meadows and Sierra Fire Protection Districts.
2. Division shall provide for any additional fire suppression resources including aircraft, state hand crews, overhead teams and dozers on fires on state lands located in the Truckee Meadows and Sierra Fire Protection Districts.
3. Upon request the Nevada Division of Forestry will respond Type 3 Engines, Type 6 Engines, water tenders, state hand crews and state aircraft and/or overhead to wildland fires in the Districts that are outside of the Automatic Aid Areas for the first twenty four hours of the incident without charge. If an incident exceeds the mutual aid period of twenty four hours, all resources will be billed retroactively for the full period from the time of initial dispatch. Any additional resource requests will be made on an assistance by hire basis.
4. A unified command organization may be established between the two agencies if the fire involves jurisdictions.
5. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

District:

1. District shall provide staff, fire engines, water tenders and other available District resources, subject to mutual aid agreements, as initial and extended attack resources on wildland fires occurring on state lands located within the Truckee Meadows and the Sierra Fire Protection Districts.
2. Upon request District will respond Type 3 Engines, Type 6 Engines, water tenders, hand crew and/or overhead to wildland fires within the jurisdiction of the Nevada Division of Forestry in Storey County that are outside of Automatic Aid Areas, for the first twenty-four hours of the incident without charge. If an incident exceeds the mutual aid period of twenty four hours, all resources will be billed retroactively for the full period from the time of initial dispatch. Any additional resource requests will be made on an assistance by hire basis.
3. A unified command organization may be established between the two agencies if the fire involves jurisdictions.

4. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

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.

- 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:

- Pickup \$86.00 per day plus .55 per mile
- Van \$109.00 per day plus .55 per mile
- SUV \$96.00 per day plus .55 per mile
- 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	OT	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	OT	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	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)

All rates include 8.46% Workers Comp Cost

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 \$104.00/ daily plus .55 per mile
- Crew Carrier \$260.00/ daily
- 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 \$109.00/day plus .55 per mile
- Pick up \$86.00/day plus .55 per mile
- Masticator \$65.00/Hr.

See attached Billing Rates for the Nevada Division of Forestry

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/billing address:

Truckee Meadows 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>	<u>TX</u>	<u>TX Tone</u>	<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

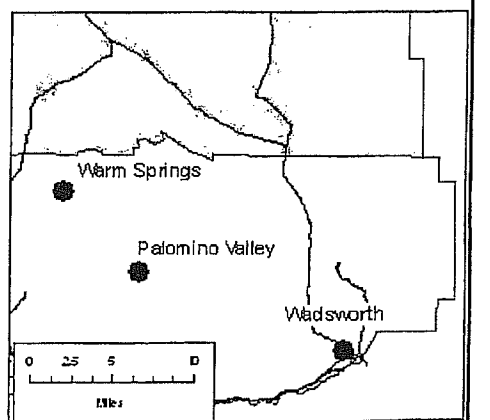
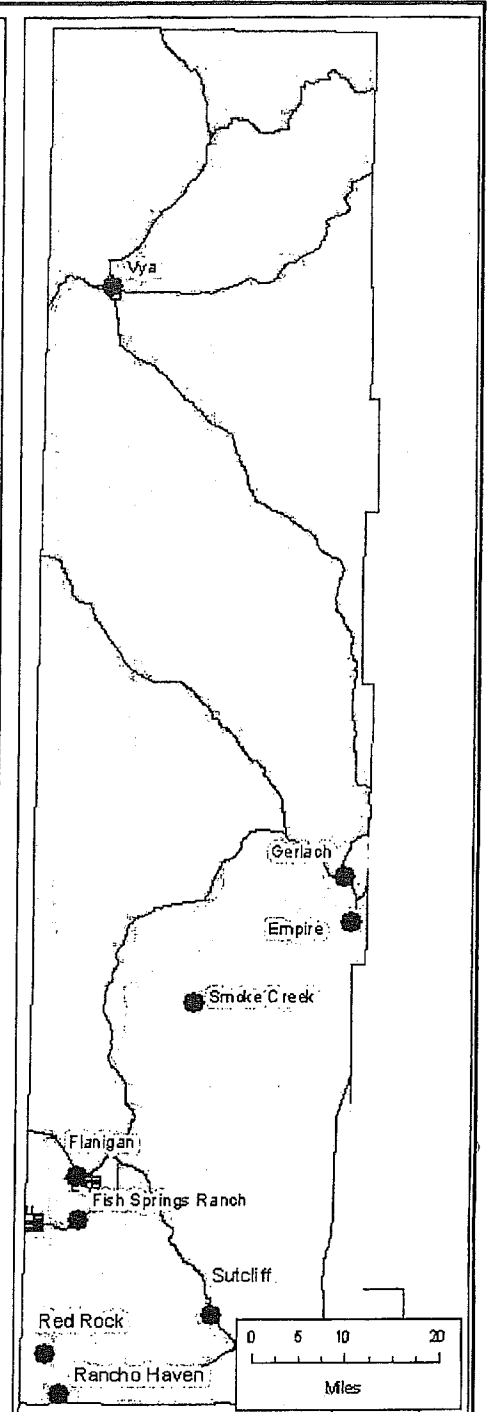
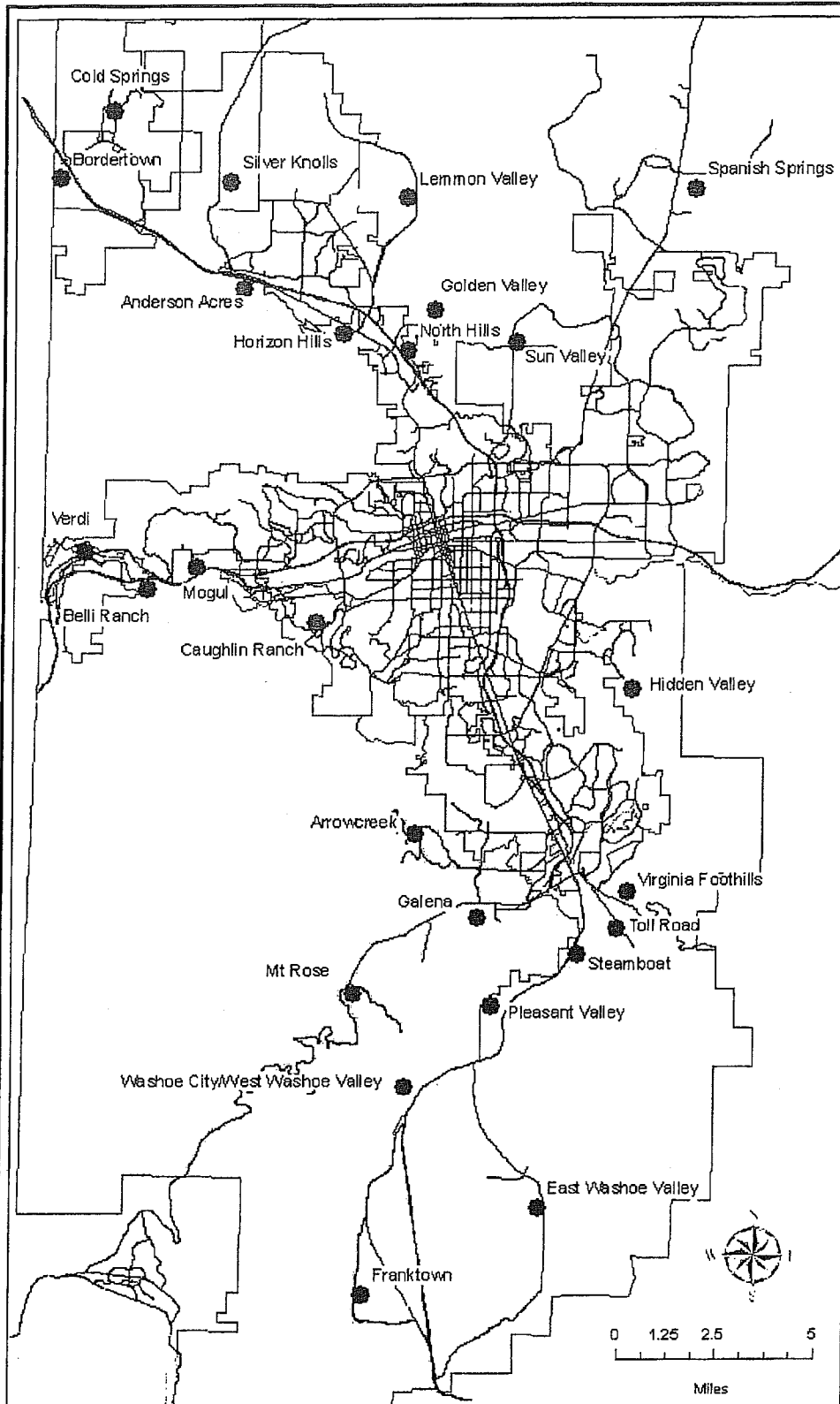
Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

FUELS MANAGEMENT

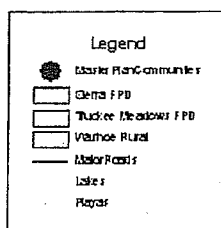
1. District and NDF shall cooperate to reduce the wildfire risk through fuels management, defensible space inspections and fire prevention within NDF and Sierra Fire Protection District (SFPD). NDF will provide necessary personnel, equipment and operating supplies to deliver wildland fire mitigation, prevention, defensible space and fuels management on both State of Nevada as well as private lands located in that portion of SFPD south of the Mount Rose Highway and north of Carson City. SFPD shall tender to NDF by August 1st of each year during the term of this Agreement the sum of \$50,000 for NDF's described work.
2. NDF will provide to District a semi-annual accounting of the use of SFPD's payment on the fuels management, Wildland fire mitigation, prevention and defensible space work described above. To the extent that NDF does not obligate said payment for said work within the fiscal year in which NDF receives the payment, NDF shall reimburse the remainder to District by August 1st following the end of the subject fiscal year.

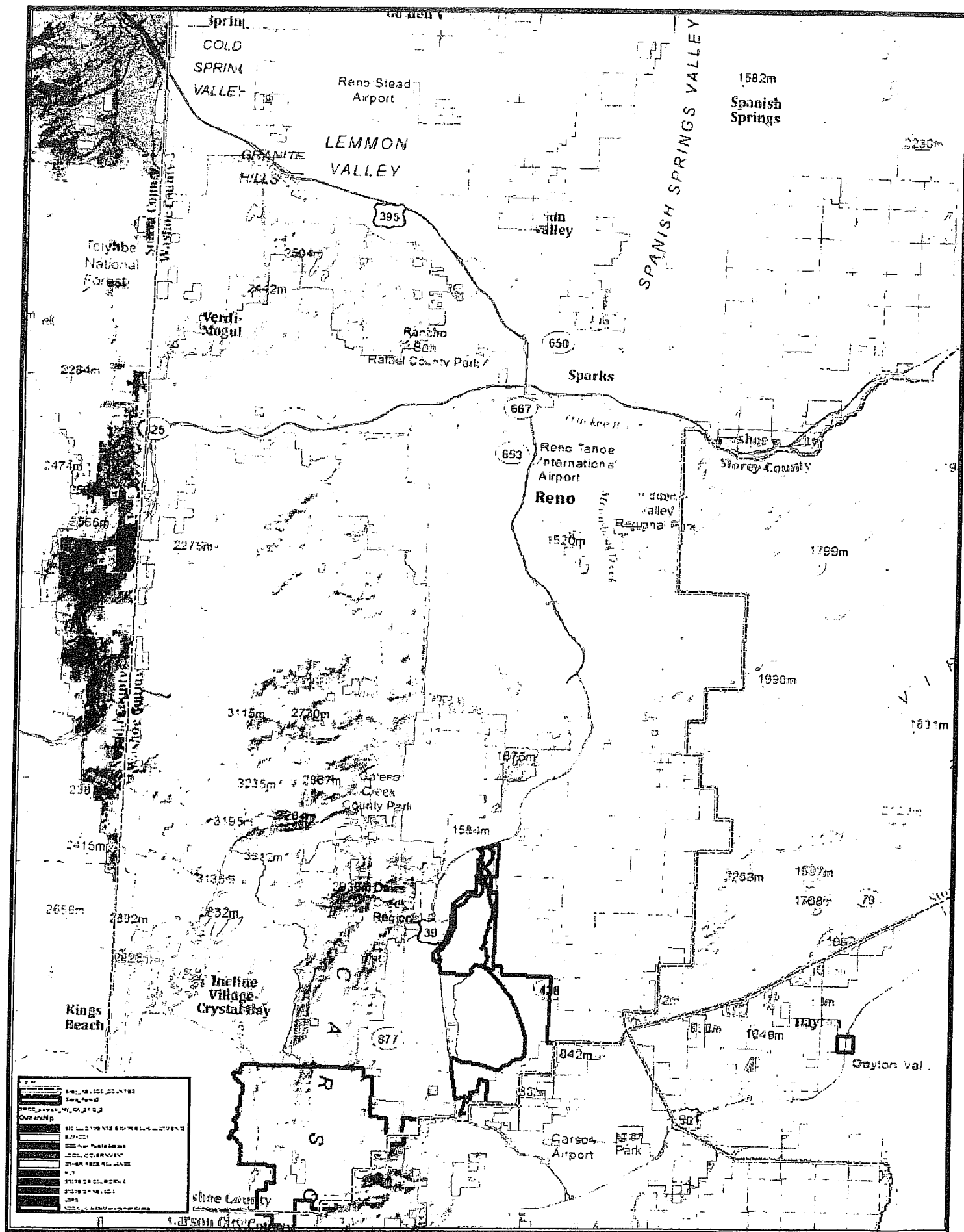
FIRES PREVENTION

NDF and District shall cooperate to develop and implement a fire code ordinance to require fuels management on all lands within SFPD. NDF agrees to follow the newly developed ordinances to assure long term fuels management to the state lands located in SFPD, within allowances of available funding.



**Communities Included in
Comprehensive Master Plan
for
Fire and Fire-Based Emergency
Medical Services**





NEVADA DIVISION OF FORESTRY
FY2012 PERSONNEL BILLING RATES

BUDGET ACCOUNT	POSITION TITLE	FIRE BILLINGS - NOTE #4		PROJECT BILLINGS - NOTE #3	
		AVERAGE HOURLY RATE		AVERAGE DAILY RATE	
		REGULAR TIME	OVERTIME	REGULAR TIME	OVERTIME
4195	ACCOUNTANT TECHNICIAN III	\$38.79	\$44.39		
4195	ACCOUNTING ASSISTANT I - SEASONAL	\$23.71	\$23.88		
4195	ACCOUNTING ASSISTANT II	\$26.19	\$27.42		
4195	ACCOUNTING ASSISTANT III	\$31.81	\$34.56		
4195	ACCOUNTING ASSISTANT IV	\$38.79	\$44.39		
4195	ADMIN ASSISTANT I	\$30.15	\$32.97		
4195	ADMIN ASSISTANT II	\$29.06	\$30.66		
4195	ADMIN ASSISTANT III	\$31.93	\$34.33		
4195	ADMIN ASSISTANT IV	\$28.85	\$30.37		
4195	ADMIN SERVICES OFFICER I	\$50.99	\$60.59		
4195	ADMIN SERVICES OFFICER II	\$57.66	\$69.44		
4195	ADMIN SERVICES OFFICER IV	\$71.25	\$87.50		
4195	AIR OPERATIONS SUPERVISOR	\$55.36	\$66.38		
4195	AIRCRAFT MAINTENANCE SPECIALIST	\$42.87	\$48.46		
4227	BATTALION CHIEF	\$49.74	\$56.71		
4195	COMMUNICATIONS SYSTEMS MGR	\$54.43	\$63.40		
4235	CONSERVATION AID II - SEASONAL	\$26.09	\$26.89		
4198	CONSERVATION CAMP AREA SUPERVISOR	\$55.13	\$63.40		
4198	CONSERVATION CAMP SUPERVISOR	\$49.82	\$55.46	\$407.24	\$476.05
4198	CONSERVATION CREW SUPERVISOR III	\$40.30	\$43.18	\$329.45	\$370.63
4195	CONSERVATION STAFF SPECIALIST II	\$46.63	\$53.51		
4195	DEPUTY STATE FORESTER	\$65.14	\$76.13		
4195	EQUIPMENT MECHANIC II	\$40.74	\$45.70		
4195/4198	EQUIPMENT MECHANIC III	\$42.70	\$48.54		
4227	FIRE CAPTAIN	\$42.85	\$46.37		
4195	FIRE CONTROL DISPATCHER II	\$29.06	\$37.06		
4195	FIRE CONTROL DISPATCHER - SEASONAL	\$27.52	\$28.49		
4195	FIRE CONTROL DISPATCHER III	\$33.13	\$36.61		
4227	FIREFIGHTER II	\$34.87	\$36.37		
4195/4198/4227	FIREFIGHTER II - SEASONAL	\$27.52	\$28.49		
4195	FORESTER I	\$29.82	\$31.60		
4195	FORESTER II	\$44.60	\$48.73		
4195	FORESTER III	\$47.19	\$53.53		
4195	FORESTER IV	\$52.06	\$60.66		
4195	FORESTRY INCIDENT BUS SPEC	\$47.07	\$55.39		
4195	FORESTRY PROGRAM MANAGER	\$50.42	\$61.26		
4195	FORESTRY REGIONAL MANAGER	\$49.37	\$56.39		
4195	IT PROFESSIONAL II	\$53.10	\$63.40		
4195	MANAGEMENT ANALYST I	\$33.13	\$35.87		
4195	MANAGEMENT ANALYST III	\$53.10	\$63.40		
4235	NURSERY SPECIALIST II	\$30.88	\$35.87		
4235	NURSERY SPECIALIST III	\$46.40	\$53.02		
4195	PERSONNEL TECHNICIAN II	\$36.90	\$40.74		
4195	PERSONNEL ANALYST I	\$41.85	\$48.46		
4195	PILOT I - INTERMITTENT	\$52.79	\$60.59		
4195	PILOT III	\$51.10	\$71.22		

INMATES	Conservation Projects - See Note #1	\$10.27
	Fire fighting - (federal minimum wage + 2.73% w/c)	\$7.45

EMERGENCY WORKER PAY RATES PER INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, Chapter 10, Section 13.6, Exhibit 01, as effective 3/15/10.		RATE INCLUDING 2.73% FOR WORKERS COMP	
AD CLASS	AD RATES	REGULAR	OVERTIME
AD-A	\$14.20	\$14.59	\$21.88
AD-B	\$15.64	\$16.07	\$24.10
AD-C	\$17.40	\$17.88	\$26.81
AD-D	\$19.20	\$19.72	\$29.59
AD-E	\$21.04	\$21.61	\$32.42
AD-F	\$23.04	\$23.67	\$35.50
AD-G	\$25.08	\$25.76	\$38.65
AD-H	\$28.16	\$28.93	\$43.39
AD-I	\$31.16	\$32.01	\$48.02
AD-J	\$34.28	\$35.22	\$52.82
AD-K	\$37.64	\$38.67	\$58.00
AD-L	\$45.16	\$46.39	\$69.59
AD-M	\$53.68	\$55.15	\$82.72

NOTES	
#1	Inmate project rate is calculated at \$1.00/hour for a 10 hour workday, plus Workers Compensation coverage at 2.73%
#2	The Nevada Division of Forestry will continue to accept task orders from the Bureau of Land Management for the amount specified, and from other agencies with a set amount of project funds.
#3	Project daily rate is based on a 10 hour workday.
#4	Fire hourly rates include 16.5% Central Reporting Unit factor.
#5	See Interagency Incident Business Management Handbook, Chapter 10 - Personnel, for listing of position titles and AD Class.

NEVADA DIVISION OF FORESTRY
FY2012 EQUIPMENT RATES
For Conservation Projects & Emergency Response

EQUIPMENT TYPE	PROJECT RATE		EMERGENCY RESPONSE RATE	
	Per Mile (mi) or Per Hour (hr)	Daily Rate	Per Mile (mi) or Per Hour (hr)	Daily Rate
A01 Sedan	\$0.48 mi	\$35.49	\$0.56 mi	\$41.35
A03 Suburban 4x4	\$0.65 mi	\$67.48	\$0.75 mi	\$78.61
A04 Sport Utility 4x4	\$0.62 mi	\$57.46	\$0.72 mi	\$66.94
A05 Van (all)	\$0.63 mi	\$42.17	\$0.74 mi	\$49.13
A06 Pickup 1/2 ton 4x2	\$0.51 mi	\$34.79	\$0.59 mi	\$40.53
A07 Pickup 3/4 ton 4x2	\$0.53 mi	\$38.30	\$0.62 mi	\$44.62
A10 Pickup 1/2 ton 4x4	\$0.60 mi	\$38.30	\$0.69 mi	\$44.62
A11 Pickup 3/4 ton 4x4	\$0.63 mi	\$42.52	\$0.74 mi	\$49.53
A12 Pickup 1 ton 4x4	\$0.67 mi	\$57.28	\$0.78 mi	\$66.73
NOTE: A-type vehicles are charged at the daily rate plus the per mile charge.				
C01 Conservation Crew Vehicle	\$2.94 mi	\$109.26	\$3.43 mi	\$382.01
C02 Sonoma Kitchen		\$623.91		\$726.85
C03 Sonoma Support Trailer (refer, etc.)		\$214.70		\$250.13
C05 Portable Generator or Pump		\$101.88		\$118.69
C06 Chainsaw		\$45.52		\$53.03
C07 Chipper		\$43.70		\$50.91
C08 Porta-Toilet		\$16.39		\$19.10
C09 ATV		\$27.32		\$31.83
C10 Seed Drill		\$109.26		\$127.29
NOTE: C01 is charged at the daily rate plus the per mile charge; includes two chainsaws, standard hand tools, and porta-toilet as equipped on vehicle.				
D01 Bulldozer, Medium (i.e. D5-D6)	\$116.97 hr		\$136.27 hr	
D02 Bulldozer, Heavy (i.e. D7 and up)	\$172.49 hr		\$200.95 hr	
D03 Grader / Loader	\$95.41 hr		\$111.16 hr	
H01 Helicopter Note: helicopter rate is for calendar year 2010 & 2011	\$1,161.00 hr		\$1,352.00 hr	
E01 Type I Engine	\$105.43 hr	8 hour minimum	\$122.83 hr	8 hour minimum
E02 Type II Engine	\$93.83 hr	8 hour minimum	\$109.31 hr	8 hour minimum
E03 Type III Engine	\$86.88 hr	8 hour minimum	\$101.22 hr	8 hour minimum
E04 Type IV Engine	\$74.86 hr	8 hour minimum	\$87.21 hr	8 hour minimum
E05 Type V Engine	\$66.75 hr	8 hour minimum	\$77.76 hr	8 hour minimum
E06 Type VI Engine	\$58.19 hr	8 hour minimum	\$67.79 hr	8 hour minimum
E07 Water Tender <2,000 gallon	\$55.77 hr	8 hour minimum	\$64.98 hr	8 hour minimum
E08 Water Tender >2,000 gallon	\$73.80 hr	8 hour minimum	\$85.98 hr	8 hour minimum
NOTE: All engine rates include chainsaws, hand tools, pumps, generators, etc. that are equipped on the engine and used during an incident.				
S01 Stakeside Truck	\$24.92 hr		\$29.03 hr	
S02 Service Truck (mechanic, communications, etc.)	\$95.86 hr		\$111.68 hr	
S03 Helitack Service/Fuel Truck	\$57.11 hr		\$66.54 hr	
S04 Transport (dozer, lowboy, support, etc.)	\$52.20 hr		\$60.82 hr	
S05 Incident Command Trailer		\$568.15		\$661.89

INTERLOCAL AGREEMENT

This Interlocal Agreement contains the terms of agreement between the Washoe County Health District hereinafter referred to as the Health District and the Truckee Meadows Fire Protection District (TMFPD) and Sierra Fire Protection District (SFPD), hereinafter referred to as the Fire District, and entered into pursuant to Chapter 277 of the Nevada Revised Statutes.

Whereas, the Health District has the equipment, staff, and program infrastructure for public health preparedness in order to provide timely, accurate, and credible public health information throughout Washoe County during declared emergencies or other events affecting public health and safety; and,

Whereas, the Fire District goal is to assist the Health District in providing such information during times of need; and,

Whereas, the Health District is authorized to provide for Reno, Sparks and Washoe County organization, mobilization, coordination and direction of medical and health services, both public and private, during a declared health emergency. Such authority is granted by the Nevada Revised Statutes: Chapter 439 - Public Health and Safety.

Now, therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

The Health District agrees to:

1. Deliver to a specified location determined by the Fire District one (1) VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
2. Provide training to specified Fire District personnel at location, date/s and time/s determined by the Fire District on the usage and maintenance of the aforementioned VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio.
3. Provide notification to TMFPD and/or SFPD on duty Battalion Chief prior to any authorized agency picking up VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio for the purpose of deployment.
4. The Health District will not require TMFPD and/or SFPD to move or relocate the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio during an event, as portable signage would be placed on roadways to inform the public to tune in to the appropriate.

The Fire District agrees to:

1. Ensure a secure and protected location for the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
2. Provide access to a 120v power source when necessary should the internal solar panel/battery source of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio be dysfunctional; and,
3. Ensure/provide 24/7 right-of-way to Health District staff, including clearance for a tow vehicle to hitch and relocate the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio; and,
4. Provide rudimentary care of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio solar panels to include snow, ice, or debris removal that may inhibit the operability of the solar units to recharge the system's batteries; and,

5. Activate AM Radio Play List of the VoiceStar CMS-T300 Series Portable Changeable Message Sign & Highway Advisory Radio when notified by the District.
6. Relocate, program and activate the reader board so that it may be more visible to motorists as deemed necessary by TMFPD and/or SFPD officials.
7. Ensure that any operation of the Highway Advisory Radio is done in compliance with all applicable requirements of the Federal Communications Commission including but not limited to message content, transmission location, and station identification.

The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

The parties mutually agree to:

Indemnify, hold harmless, and defend the other, their officers, agents and employees, from and against any demands, claims, liabilities, and damages of any kind or nature arising out of their respective negligent acts, errors and omissions in the performance of these services.

This Interlocal Agreement may be modified at any time by written agreement signed by both parties. This Interlocal Agreement will take effect upon ratification by the governing parties and shall remain in effect until June 30, 2013. This Agreement will automatically be renewed for two successive one-year periods on the same terms unless either party gives the other written notice of nonrenewal at least 60 days prior to June 30 of each year. The automatic renewal provision of this section shall not affect the right of the parties hereto to terminate this Agreement as provided below.

Either party may terminate this Interlocal Agreement by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing or hand delivery of the notice.

All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

Fire District: Kurt Latipow Fire Services Coordinator
Washoe County Manager's Office
P.O. Box 11130
Reno, Nevada 89520


Health District: Joseph Iser, MD, DrPH, MSc
District Health Officer
Washoe County Health District
P.O. Box 11130
Reno, Nevada 89520

This Interlocal Agreement shall be entered into in Washoe County, State of Nevada, and shall be construed and interpreted according to the law of the State of Nevada.

Neither party may assign or subcontract any rights or obligations under this Interlocal Agreement without prior written consent of the other party.


This Interlocal Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, both written and oral.

DISTRICT BOARD OF HEALTH

By: 
Matthew Smith, Chairman

Date: 5-24-13

Truckee Meadows Fire Protection District and Sierra Fire Protection District.

By: 
Robert Larkin, Chair

Date: 6/26/12

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF FORESTRY

2478 Fairview Drive, Carson City, NV 89701
Phone: 775-684-2500 Fax: 775-684-2570

And

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT SIERRA FIRE PROTECTION DISTRICT

1001 Ninth Street, Reno, NV 894512
Phone: 775-328 -3605 Fax: 775-328-2709

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

WHEREAS, it is deemed that the services of the now consolidated Truckee Meadows and Sierra Fire Protection Districts hereinafter set forth are both necessary to Nevada Division of Forestry and in the best interests of the State of Nevada;

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval and last signature date hereto, through and including June 30, 2017, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: Operating Plan
ATTACHMENT B: Fire District Map
ATTACHMENT C: State Lands Map

7. CONSIDERATION. Each party to this agreement agrees to provide reciprocal fire protection to one another pursuant to the Operating Plan identified in Paragraph 6. It is understood that the mission and intent of each party is to quickly and safely suppress wildland fires regardless of jurisdiction and/or ownership during the first twenty-four hours. The mutual aid period is defined as: initial dispatch of an incident to twenty-four hours from initial dispatch. If an incident

10-1597

exceeds the mutual aid period of twenty-four hours, all resources will be billed retroactively for the full period from the time of initial dispatch. If an incident is less than twenty-four hours, or responsible agency resources are staffing the incident after twenty-four hours, no billing will occur. For single jurisdictional wildland fires, all assistance beyond the mutual aid period will be assistance by hire. For wildland fires involving both jurisdictions, a cost share agreement will be completed. Cost share agreements will be made in accordance with the guidelines in the "Interagency Incident Business Management Handbook".

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

9. **INSPECTION & AUDIT.**

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

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

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

10. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages.

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

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

13. **INDEMNIFICATION.**

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

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

employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

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

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

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

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

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

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

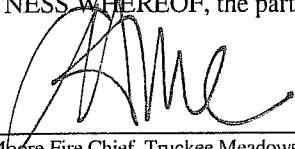
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

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


23. THIRD PARTYS This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

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

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



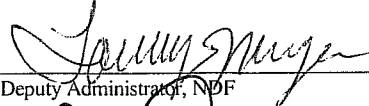
Charles Moore Fire Chief, Truckee Meadows/Sierra Date



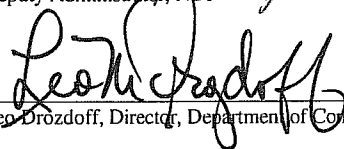
Pete Anderson, State Forester, Fire Warden 5-23-12
Date



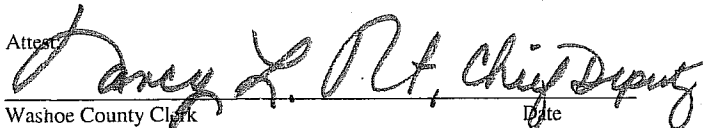
Robert M. Larkin, Chair Fire Board Date

 FOR: 5/23/12

Deputy Administrator, NDF Date




Leo Drözdoff, Director, Department of Conservation 5/21/12
Date

Attest: 

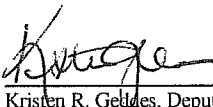
Nancy L. Pitt, Chief Deputy
Washoe County Clerk Date

Approved as to form by:



Paul Cappallo, Washoe County Deputy District Attorney 6/26/12
Date

Approved as to form by:



Kristen R. Geddes, Deputy Attorney General, State of Nevada 5/21/12
Date

**INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
FOR DISPATCH SERVICES**

This Agreement is executed and entered into this ____ day of _____, 2012, by and between the Truckee Meadows Fire Protection District (hereafter referred to as "TMFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

WHEREAS, WCSO, and TMFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, TMFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, WCSO possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the TMFPD;

WHEREAS, it is deemed that the services of WCSO hereinafter set forth are both necessary to TMFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2012.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2013, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

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- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
 - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** 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 if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

Truckee Meadows Fire Protection District
Attn: Fire Chief
PO Box 11130
Reno, Nevada 89520

Washoe County Sheriff's Office
Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

6. **DISPATCH USERS GROUP** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief and Chief Operations Officer of the TMFPD and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
- a. To advise on the annual operating and capital budget for the provision of dispatch services;
 - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party; and
 - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.

7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights, including rights to representation, and methods of establishing and modifying salary and benefit practices.
8. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
- a. Receive, process and dispatch "9-1-1 emergency" calls for service to TMFPD Jurisdiction
 - b. Notify Volunteer Fire departments utilizing the TMFPD VHF Paging system and Alpha pagers
 - c. Receive, process and dispatch non-emergency calls for and to the TMFPD Jurisdiction
 - d. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs
 - e. Maintain and record unit status and availability in a format required by WCSO and TMFPD policy and procedure committee
 - f. Receive, process, relay and/or respond to radio transmissions from and to all TMFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary
 - g. With information provided by TMFPD, maintain an equipment resource file, responsible person's file, personnel call-up list, programming for the CAD files, and agency personnel work schedule.
 - h. When requested by TMFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and TMFPD policies.
 - i. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by TMFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
 - j. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
 - k. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
 - l. Provide routine "testing" of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures.
 - m. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints,

emergency or nonemergency communications to and from TMFPD in compliance with applicable FCC, federal, state and local laws.

- n. WCSO shall use its best efforts to dispatch all TMFPD calls for service in accordance with NFPA¹ and NAMED² standards of dispatch.
- o. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (m) above.
- p. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

9. **DUTIES AND RESPONSIBILITIES OF TMFPD.** The following is a description of the duties of TMFPD in accordance with the terms of this Agreement. TMFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all "exterior" communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that TMFPD determines is essential to their operation.
- c. Notify WCSO of the geographic boundaries of TMFPD's jurisdiction, to include that of the Sierra Fire Protection District, and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of TMFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

- a. TMFPD agrees to pay WCSO a flat fee of \$525,00.00 annually to provide the services set forth herein.
- b. TMFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

¹ NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2. NFPA Standards reflect that 95 percent of fire emergency call taking and dispatching (combined) are completed within 60 seconds and 99 percent are completed within 90 seconds.

² Clawson and Dernocoeur, National Academy Emergency Dispatch NAED MPDS, v.11.1 Liberty Press, 2002, ISBN:0-9658890-2-5, Print. (Medical) Call Processing and dispatch of EMS Priority Echo (E) EMS Incidents within 60 seconds, 95 percent of the time (Incoming time to dispatch time.)

11. **RECORD MAINTENANCE.** WCSO agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the TMFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all TMFPD, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.
12. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.
- The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
13. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41
15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the 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. WSCO shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.

16. **USE OF EQUIPMENT**. All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency
17. **INSPECTION AND AUDIT**. Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
19. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
20. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
21. **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.
22. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
23. **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.

24. **CONFIDENTIALITY:** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. **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 perform the services set forth in this Agreement.
26. **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. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT 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 an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. 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.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this 26 day of June, 2012.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

BY: Robert M Larkin
Robert M. Larkin, Chairman

BY: Robert M Larkin
Robert M. Larkin Chairman

DATE: 6/26/12

DATE: 6/26/12

ATTEST:
BY: Nancy L. Pelt Chief Deputy
County Clerk
DATE: 6/26/12

TRUCKEE MEADOWS FIRE PROTECTION FIRE DISTRICT

**RESOLUTION APPROVING
COOPERATIVE AGREEMENT BETWEEN THE
CITY OF RENO AND TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

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

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

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

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

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

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

Upon motion by Fire Board Commissioner, Heber, seconded by Commissioner Brubaker, the foregoing Resolution was passed and adopted this 26 day of June, 2012 by the following vote:

AYES: 4 NAYS: 0

ABSENT: 1 ABSTAIN: 0

BOARD OF FIRE COMMISSIONERS

ATTEST:

CLERK

Dancy L. P. St. Christopher

Robert M. Larkin

Robert M. Larkin, Chair

12-1
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**Cooperative Agreement between
Truckee Meadows Fire Protection District and the City of Reno on behalf of
the Reno 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 behalf of itself and on behalf of the Sierra Fire Protection District, which has consolidated into the former ("Truckee Meadows"), both formed under NRS Chapter 474 (hereinafter jointly may be referred to as the "Consolidated District"), and the City of Reno ("Reno"), a municipal corporation. At all times the parties may be referred to as "agency" or "agencies." This Agreement is effective as of July 1, 2012, provided all governing bodies have approved this Agreement by an adopted resolution.

RECITALS

WHEREAS, Reno and Truckee Meadows are political subdivisions of the State of Nevada and each maintains and operates fire/rescue agencies within their respective jurisdictions; and,

WHEREAS, the services of Reno and Truckee Meadows in providing fire and rescue services in mutual aid situations is in the best interests of the public and citizens of each jurisdiction; and,

WHEREAS, the agencies to this Agreement 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 mutual aid in responding to fire and other emergencies when requested by a party to this Agreement.

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

1. Definitions. The following definitions shall have the meaning ascribed to them:

- a. Agency – shall mean either party to this Agreement being Reno or Truckee Meadows.
- b. Assistance for Hire – If an Agency to this Agreement requests services not covered under Mutual Aid, those services shall be considered Assistance for Hire and the Requesting Agency shall be billed at the Responding Agency's current rate for those services.
- c. Mutual Aid – Mutual aid is fire based services provided pursuant to a specific request for assistance as set forth below and does not include Technical Rescue services.
- d. Requesting Agency - The agency which experiences a fire or rescue incident in which mutual aid assistance is sought shall be the "Requesting Agency."

- e. Responding Agency - The agency providing mutual aid assistance shall be the "Responding Agency."
- f. Technical Rescue Services – All Urban Search & Rescue and Water Entry Team responses shall be considered Assistance for Hire and billed from time of the request from the Requesting Agency.

2. Request for Mutual Aid. When it is believed that mutual aid is necessary, a request for assistance shall be made by the Requesting Agency through dispatch to a Chief Officer of the Responding Agency. Each agency shall provide a telephone number(s) of their Chief Officers, which are listed for convenience and backup purposes only, and does not imply Mutual Aid requests be made directly by phone.

3. Mutual Aid Resource Determination. The Fire Chief or 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, career personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency. The decision as to availability of resources is solely within the discretion of the Responding Agency. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression and/or other rescue or emergency services.

4. Hazardous Materials Team. All hazardous materials responses in the jurisdiction of the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District shall be in accordance with the current Regional Hazardous Materials Response Agreement.

5. Communications. In mutual aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Agency. Initial communications will be to the requesting dispatch center on the designated frequency. A tactical channel will be assigned by the Requesting Agency's Dispatch Center for incident communications.

6. Incident Management. Any mutual 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. The incident commander shall be a qualified career fire officer.

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

- a. Mutual Aid for all fire based services incidents shall be provided without expectation of reimbursement for the first twelve (12) hours of response. Should the Responding Agency remain on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.
- b. In regards to an incident that lasts longer than twelve (12) hours, reimbursement shall be invoiced and paid in accordance with the reimbursement rates established in Exhibits A and B. On multi-jurisdictional incidents and/or incidents that threaten both jurisdictions, the Agencies agree to jointly develop a cost-share agreement which details a fair distribution of the financial responsibilities of the incident.
- c. Reimbursement Rates will be calculated and invoiced as follows:
 - 1. Equipment—Responding Agency's current equipment rate schedule attached as Exhibits A and B.
 - 2. Personnel—Actual personnel costs based on backfill and/or callback rates for line personnel and actual costs for overhead personnel with supporting payroll documentation. While actual personnel costs will be billed, an example of current personnel rates are attached as Exhibits A and B for demonstrative purposes only.
 - 3. All equipment and personnel time will be rounded to the nearest ¼ hour.
 - 4. Billing will include all documentation of times and rates.
- d. The Requesting Agency is required to timely pay any invoice even if reimbursement of any kind is sought and received, whether through litigation, claims, or from FEMA or from any other agency or other third party (collectively referred to as "Third Party Reimbursement Request"). A Third Party Reimbursement Request or receipt of funding does not relieve the Requesting Agency from payment of Reimbursement Rates in accordance with the terms and conditions of this Agreement. The parties understand that if this Mutual Aid Agreement is in effect, FEMA will not reimburse the Responding Agency for the Mutual Aid services provided pursuant to this Agreement.
- e. On incidents where costs are incurred pursuant to the terms of this Agreement, the Responding Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than one hundred twenty (120) days after the incident. If the total cost is not known at the time of initial billing or if additional costs are identified thereafter, additional invoices may be submitted for payment. Payment on the invoice shall be made within sixty (60) days.
- f. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
- g. A separate invoice will be submitted for each incident. Invoices will be identified by incident name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Invoices for mutual aid assistance will not include administrative

overhead or other costs not supported by a resource order. Documentation in support of the invoice will include all of the following:

- 1 Invoice with Total Amount Requested
2. Narrative Cover Letter
3. Incident Cost Summaries
4. Copies of Resource Orders and other Supporting Documentation

h. In no circumstances will either agency obligate, agree to or pay incident charges on behalf of the other agency without first obtaining express written permission from that agency.

8. Incident Report. For services rendered pursuant to this Agreement, if requested, the Responding Agency shall provide the Requesting Agency with an incident report within twenty (20) working days following completion of the incident, unless another time is mutually agreed to between the Fire Chiefs for the parties.

9. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, both agencies shall be deemed to employ jointly a person who is an employee of either agency 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 agency shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

10. Termination. The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by either agency without cause upon thirty (30) days written notice. The agencies expressly agree that this Agreement shall be terminated immediately if for any reason any agency's funding ability supporting this Agreement is withdrawn, limited, or impaired, and if this event occurs, the affected agency shall immediately notify the other agency in writing. Notwithstanding the foregoing, if any agency has insufficient, limited or impaired funding, and requests mutual aid and mutual aid is provided by the Responding Agency, such Requesting Agency shall be financially responsible therefore to the Responding Agency.

The agencies shall review this Agreement, including the Attachments, annually prior to the commencement of the next fiscal year to determine whether or not to make a recommendation for a modification to the governing bodies of each respective agency. If the agencies do not have the opportunity to review the Agreement prior to the next fiscal year, this Agreement shall remain in force and effect until the Agreement is amended, modified, or is terminated pursuant to this Agreement.

11. Independent Agencies. The agencies are associated with each other only for the purposes, and to the extent set forth in this Agreement, and each agency is and shall be a public entity separate and distinct from the other party. Each agency shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to

create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party. Nothing in this section shall restrict the agencies from asserting combined defenses to potential tort and other liability third-party liability claims and legal actions and each agency reserves the right to assert all available tort limitations and other legal defenses set forth in NRS Chapter 41 and as otherwise available by any other law.

12. Hold Harmless. The agencies will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes or other legal defenses available by law. Contractual liability of both agencies 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 agency shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

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

14. Integration and Modification. This Agreement constitutes the entire agreement of the agencies and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the agencies unless the same is in writing and signed by the respective parties hereto. Any modification to this Agreement shall be approved in the same manner as was the Agreement itself.

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

16. Assignment. The agencies shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other agencies.

17. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The agency will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

18. Proper Authority. The agencies hereto represent and warrant that the person executing this Agreement on behalf of each agency has full power and authority to enter into this

Agreement and that the agencies are authorized by law to engage in the Cooperative action set forth in this Agreement.

19. Governing law; Jurisdiction. This Agreement and the rights and obligations of the agencies hereto shall be governed by, and construed according to, the laws of the State of Nevada. All disputes under this Agreement shall be instituted in a court of competent jurisdiction located in the County of Washoe, State of Nevada.

20. Ratification. This Agreement is effective as of July 1, 2012, provided all governing bodies have approved this Agreement by an adopted resolution. It shall remain in full force and effect until terminated or modified in accordance with the terms and conditions of this Agreement.

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

Truckee Meadows Fire Protection District
Attention: Fire Chief
PO Box 11130
Reno, Nevada 89520

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

cc: Reno City Attorney's Office
Attention: Chief Civil Deputy
P.O. Box 1900
Reno, NV 89505

Any agency 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.

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

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

Dated this 26 day of June, 2012.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Robert M Larkin

Robert Larkin, Chairperson

ATTEST:

Jane L. P. Chief Deputy
Washoe County Clerk

APPROVED AS TO FORM:

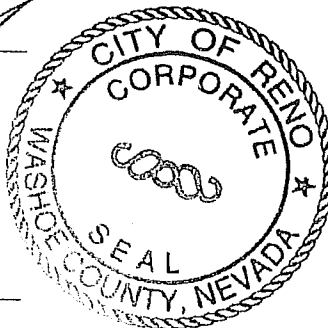
Paul A. Gaudin
Washoe County Deputy District Attorney

CITY OF RENO

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

ATTEST:

Samuel M. Adams
City Clerk, City of Reno



APPROVED AS TO FORM:

Ant 7 3
Reno City Attorney

EXHIBIT A

RENO FIRE DEPARTMENT EQUIPMENT RATE SCHEDULE

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

EMERGENCY OPERATIONS EQUIPMENT:

• Aerial Apparatus	\$125.00 per hour
• Structure Engine - Type I or II	\$105.00 per hour
• Brush Engine - Type III	\$85.00 per hour
• Rescue Unit	\$75.00 per hour
• Squad/Air Unit	\$75.00 per hour
• Haz Mat Unit	\$75.00 per hour
• Haz Mat Unit w/Trailer	\$85.00 per hour
• Heavy Rescue Unit	\$75.00 per hour
• Heavy Rescue Unit w/Trailer	\$85.00 per hour
• Water Rescue Unit	\$75.00 per hour
• Water Rescue Unit w/Boat	\$85.00 per hour
• Emergency Operations Command Van	\$75.00 per hour
• Other Emergency Operations Equipment	\$75.00 per hour

SUPPORT EQUIPMENT:

• Sedan	\$49.00 per day
• Pickup	\$55.00 per day
• Van	\$65.00 per day
• SUV	\$76.00 per day
• Mechanic Truck	\$76.00 per day
• Other Support Equipment	\$76.00 per day

RENO FIRE DEPARTMENT PERSONNEL RATE SCHEDULE

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

FIRE DEPARTMENT LINE PERSONNEL:

56 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Call Back Overtime Rate
Battalion Chief	\$ 37.93	\$ 56.90	\$ 79.52
Captain	\$ 27.67	\$ 41.51	\$ 58.01
Pump Operator/Driver	\$ 24.53	\$ 36.80	\$ 51.43
Firefighter - Step 4	\$ 22.28	\$ 33.42	\$ 46.70
Firefighter - Step 3	\$ 20.33	\$ 30.49	\$ 42.61
Firefighter - Step 2	\$ 18.37	\$ 27.56	\$ 38.52

Rate Definitions:

Overtime Rate: Base Rate x 1.5

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

FIRE DEPARTMENT OVERHEAD PERSONNEL:

40 Hour Personnel:

	Base Rate	Overtime Rate	Call Back Overtime Rate
<u>Portal-to-Portal Positions:</u>			
Division Chief	\$ 61.16	\$ 91.74	\$ 128.21
Training Captain	\$ 38.74	\$ 58.11	\$ 81.21
<u>Non-Portal-to-Portal Positions:</u>			
Investigator/Inspector	\$ 34.87	\$ 52.31	\$ 73.10
Mechanic	\$ 34.87	\$ 52.31	\$ 73.10
Logistics Officer	\$ 33.90	\$ 50.85	N/A
Emergency Dispatch Supervisor	\$ 37.37	\$ 56.06	N/A
Emergency Dispatcher	\$ 32.29	\$ 48.44	N/A

Rate Definitions:

Overtime Rate: Base Rate x 1.5

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

CONTACT PERSONS AND PHONE NUMBERS

OFFICERS:

	<u>Office</u>	<u>Cellular</u>
• Fire Chief, Mike Hernandez	775-334-2300	775-287-0529
• Division Chief / Operations, Tim O'Brien	775-334-2300	775-336-8188

EXHIBIT B

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT PERSONNEL AND EQUIPMENT RATE SCHEDULE

The following reimbursement rates apply to responses under the terms and conditions of the parties' current "Cooperative Aid Agreement". 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 Fire Board.

PERSONNEL RATES:

40 Hour Rate	Regular		
Chief	65.96		
Division Chief	58.95		
40 Hour Rate	Regular	OT	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	OT	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	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)

All rates include 8.46% Workers Comp Cost

FIRE CREW/FUELS MANAGEMENT:

The District fire crew is administered as assistance by hire resource. 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.

EMERGENCY OPERATIONS EQUIPMENT:

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

- 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:

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

Fire Crew – Equipment:

- Superintendent Vehicle \$104.00/ daily plus .55 per mile
- Crew Carrier \$260.00/ daily
- 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 \$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

OFFICERS:

	<u>Office</u>	<u>Cellular</u>
• Fire Chief, Charles Moore	328-6123	313-8903
• Division Chief / Operations, Tim Leighton	328-6125	315-6649

TRUCKEE MEADOWS FIRE PROTECTION FIRE DISTRICT

**RESOLUTION APPROVING
COOPERATIVE AGREEMENT FOR AUTOMATIC AID BETWEEN THE
CITY OF RENO AND TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

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

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

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

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

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

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

Upon motion by Fire Board Commissioner, _____, seconded by Commissioner _____, the foregoing Resolution was passed and adopted this _____ day of _____, 2012 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

BOARD OF FIRE COMMISSIONERS

ATTEST:

CLERK

Robert M. Larkin, Chair

12-1434

**Cooperative Agreement between
The City of Reno and the
Truckee Meadows Fire Protection District**
◇

This Cooperative Agreement ("Agreement") is made and entered into by the City of Reno (hereinafter referred to as "City") and the Truckee Meadows Fire Protection District on its behalf and on behalf of the Sierra Fire Protection District, which has consolidated into the former (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 automatic assistance in responding to fire and other emergencies; 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' Fire Chiefs shall meet annually to prepare an annual operating plan (AOP) that is consistent with this Agreement and that prescribes efficiencies and fidelity to serving their citizens by responding from the closest fire station regardless of jurisdiction. 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. **Automatic Aid** - Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
- d. **Requesting Agency** - The agency which experiences an incident in which automatic aid is sought shall be known herein as the Requesting Agency.
- e. **Responding Agency** - The agency providing automatic assistance shall be known herein as the Responding Agency.

2. Automatic Aid. The parties' areas for automatic aid response pursuant to this Agreement are those areas located in the District commonly known as the Caughlin Ranch community and those areas located in the City commonly known as the Verdi and Boomtown

communities. The parameters of Automatic Aid for these response areas are more specifically set forth in the 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.

3. Communications. The operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the automatic aid request is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.

4. Incident Management. Any 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.

5. Automatic Aid Cost. Automatic Aid shall be provided without expectation of reimbursement for the first (12) twelve hours from the time of response. All 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 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.

6. 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.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of 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.

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

14. Integration and Modification. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

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

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

18. Proper Authority. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in this Agreement.

19. Governing law; Jurisdiction. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.

20. 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 five years, 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.

21. Amendment. The parties may amend this agreement at any time by an endorsement made in writing and approved by their respective governing bodies.

22. 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.

23. 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
Attention: Fire Chief
PO Box 11130
Reno, Nevada 89520

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

cc: Reno City Attorney's Office
Attention: Chief Civil Deputy
P.O. Box 1900
Reno, NV 89505

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

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.

CITY OF RENO

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

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

Robert M. Larkin, Chair
Board of Fire Commissioners

ATTEST:

ATTEST:

City Clerk, City of Reno

Washoe County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Reno City Attorney

Washoe County Deputy District Attorney

