

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

TUESDAY

11:00 a.m.

AUGUST 28, 2012

PRESENT:

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

**Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel
Charles A. Moore, Fire Chief**

The Board convened at 12:32 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:

12-172F 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 Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.”

There was no response to the call for public comment.

CONSENT AGENDA – ITEMS 3A THROUGH 3B

12-173F AGENDA ITEM 3A

Agenda Subject: “Approval of TMFPD-SFPD meeting minutes from July 24, 2012.”

There was no response to the call for public comment.

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

12-174F AGENDA ITEM 3B

Agenda Subject: “Approval of the WC Volunteer Report for month of July 2012.”

There was no response to the call for public comment.

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

12-175F AGENDA ITEM 4A

Agenda Subject: “Fire Chief Report – A) Report and discussion related to fire district operations by Truckee Meadows Fire Chief Charles A. Moore.”

Fire Chief Charles Moore said the modular units for the Hidden Valley fire station had been set and the contractor was working on the exterior decks and making the final data hookups. He believed the station would be operational in 10 days. He thanked the Sheriff for the use of some offices as a temporary fire station.

12:35 p.m. Commissioner Humke arrived.

Chief Moore said the District’s hazardous-materials team had been meeting with the teams from the Cities of Reno and Sparks regarding the training of nine hazardous-materials technicians by November 2012. He stated those technicians would put HAZMAT capabilities where they needed to be.

Chief Moore discussed the 685 responses by the District for the month of July. He noted the majority of those responses were brush fires burning approximately 850 acres. He stated none of the July fires required two in/two out. He stated one fire in August required an interior attack, which was achieved by response of the volunteers at Pleasant Valley. He noted there was no delay in being able to mount an interior attack on that structure fire.

Chief Moore said the goal for July was for the District to be response ready and to let the system work for awhile to see what issues needed to be worked on. He stated after the wildfire season was over, staff would begin planning. He advised the dispatch process had too many steps involved in dispatching the volunteer agencies, and staff would be looking for opportunities to refine their dispatching process. He stated most of the hiccups in the first month were software related, but nothing operational had surfaced as a huge problem during a very busy month. He said he was pleased with his staff. He stated good people were hired who were highly motivated and talented, and he gave them an enormous amount of credit for getting the District through its first month. Chairman Larkin congratulated the Chief and also thanked his staff.

Chief Moore discussed the table summarizing mutual aid for July 2012, which was placed on file with the Clerk. He stated at the last joint meeting there was some disagreement on what mutual aid was. He noted the Federal Emergency Management Agency (FEMA) indicated how data should be coded for mutual aid and defined mutual aid as any two fire departments operating at any one incident. He said the table showed that the mutual aid provided was fairly close to that received, and he did not expect to see a huge variance in those numbers through the rest of the year. He stated the numbers had been verified by going through all of the 685 incident reports by hand to confirm there were two fire departments at the scene. He said some incidents were EMS and some were covering another department's station.

Chief Moore asked the Board what types of metrics it would like to see going forward, for example, the incident frequency by type of call. He noted the average response time would be off because of the District being so spread out and also because some people walked into a station with a medical emergency, which would have a response time of zero. He said the response times based on the eight-minute response time for a particular station might be helpful. Chairman Larkin said the Board had been exposed to the response time in the Diamante LLC report, which broke the districts into eight-minute and best effort. He said that might have some interest in terms of transparency in providing the public with the information on how the District was performing. He requested Chief Moore continue with the mutual aid report and to report on the number of responses by incident and by station.

Commissioner Breternitz requested adding a cumulative total for the fiscal year to the mutual aid table, which would show whether the received and proved mutual aid balanced out over the course of the year.

Commissioner Humke agreed the response time would not be that helpful, but breaking the incidents down by station would be interesting.

Chief Moore advised data collection would improve as the mobile data terminals were put into District's vehicles. He said the terminals would provide GPS routing data and would record when the truck was moving and arrived on the scene.

12-176F AGENDA ITEM 4B

Agenda Subject: "Fire Chief Report – B) Reno Safer Grant Analysis as requested by Commissioner Breternitz."

Fire Chief Charles Moore said he assembled as much of the record on the Reno's Staffing for Adequate Fire and Emergency Response (SAFER) Grant that he could find. He stated clearly the Grant used some of the District's demographics in the application, but it was also apparent the City of Reno met with Federal Emergency Management Agency (FEMA) officials. He said it was impossible for staff to determine how the grant application was presented to FEMA, but he assumed Reno reported on

what the deconsolidation would change. He felt it was unlikely those facts were hidden from FEMA. He advised it would be hard for staff to pursue this any further.

Commissioner Breternitz said he requested this analysis because of the concerns raised by the public, and he wanted an objective report from the Chief regarding the SAFER Grant. He stated he agreed FEMA had an idea what the SAFER Grant was for and what was included in it, and he had no desire to propose any further action.

Chairman Larkin asked if the District was applying for a SAFER Grant. Chief Moore replied the District had. He said it would be used to develop an auxiliary program to train young men and women with an interest in fire services as a career, and allow participation in the District's daily staffing. He stated that could increase staffing from three to four at a very low cost for at least two years. He said the goal was to recruit between 20 and 30 firefighters and to offer them a stipend to attend Truckee Meadows Community College to study fire science and to do their lab portion with the District. He said this would develop the District's farm club for future employees.

Chairman Larkin asked if Chief Moore was satisfied FEMA knew there was no misrepresentation and the purpose of the federal funding was solely to support the City of Reno's firefighters. Chief Moore he said he had no facts to support that, but he could not imagine that the facts presented to FEMA would be any different.

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

12:51 a.m. Commissioner Weber left.

12-177F AGENDA ITEM 5

Agenda Subject: "Discussion and possible adoption by both Districts of Washoe County's Chapter 60 Fire Code, as amended from time to time, and authorize Truckee Meadows Fire Protection District employees to enforce it on all property within both districts' jurisdictions."

Fire Chief Charles Moore introduced Amy Ray, TMFPD Fire Marshall.

Commissioner Jung commented this item would equalize the fire rules between the TMFPD and the SFPD. Fire Marshall Ray replied that was correct.

There was no response to the call for public comment.

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

12-178F AGENDA ITEM 6

Agenda Subject: “Discussion and possible adoption of Washoe County Public Records Policy as approved by the Board of County Commissioners on November 20, 2007, and as amended from time to time.”

Fire Chief Charles Moore said since the District was a standalone agency, Legal Counsel recommended it adopt a public records policy. He stated the proposal was to adopt what the County adopted.

There was no response to the call for public comment.

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

12-179F AGENDA ITEM 7

Agenda Subject: “Discussion and possible direction to staff regarding a Bill Draft Request for Regional Fire Consolidation.”

Chairman Larkin said there was a legislative session coming up, and he asked if the Board of Fire Commissioners wanted to give direction to the Board of County Commissioners regarding putting forward any bill draft request language regarding the consolidation of fire services.

Commissioner Breternitz said ultimately legislation would be required to accomplish what he felt all of the Commissioners believed would be in the best interests of this whole area. He said the issues were complex and he was not sure the Board knew what to ask for. He stated it was an extremely worthy effort to set a goal to move forward with some sort of legislation for regionalization for fire and also for Emergency Medical System (EMS) services. However, a great deal of work needed to be done to determine what needed to be asked for. He said a complicating factor was two Commissioners would no longer be on the Board after the first of the year, and the new Commissioners probably would want to have their fingers in this pie.

12:57 pm. Commissioner Weber returned.

Commissioner Breternitz suggested putting together a group of people or using staff to determine exactly how the Regional Fire would be governed, what happened in other areas, and what the best practices were. He stated while he supported the idea of regionalization, he suggested formulating a strategy for the 2015 Legislative Session.

Commissioner Humke said he agreed with Commissioner Breternitz. He felt the concentration should be on the TMFPD and on finding other agencies to explore

commonality with, which he felt had not fully taken place yet; and he felt next year would be the time to have some those meetings. He stated having a dedicated resource to fund the fire district would be the way to control costs, live within the district's means, and to deliver the best service possible; and he was not certain that could be had with any the County's perspective partners.

In response to the call for public comment, William Steward spoke in favor of regionalization, because he believed having one agency would be the most efficient way of doing government. He felt EMS services should be done the same way. He said great strides were being made, but he wanted the Board to have a plan and act on it rather than putting the studies on the shelf as was done in the past.

There was no action taken by the Board.

The following Agenda Item #8 was heard by the Board of Fire Commissioners for the Sierra Fire Protection District only.

12-180F AGENDA ITEM 8

Agenda Subject: "Approve a Resolution to donate one surplus used fire apparatus, one 1988 Seagrave Fire Water Tender VIN#1F9EX3J8JCST2185 in "as is" condition from Sierra Fire Protection District to the Pyramid Lake Paiute Tribe; if approved, authorize the Chairman to execute Resolution for same."

Fire Chief Charles Moore said the Pyramid Lake Paiute Tribe had requested some help. He noted they did not have a strong water system within their jurisdiction and the District had a water tender that was too old to provide reliable front-line service. He said the water tender was an excellent apparatus to donate to them, so the vehicle was inspected to ensure it was in reasonably good mechanical condition; and a fuel pump was replaced.

In response to the call for public comment, Donald Pelt, Pyramid Lake Paiute Tribe Emergency Response Coordinator, thanked the Board for the donation. He advised the water tender would remain in the mutual aid inventory.

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

The following Agenda Item #9 was heard by the Board of Fire Commissioners for the Truckee Meadows Fire Protection District only.

12-181F AGENDA ITEM 9

Agenda Subject: “Discussion and approval of Cooperative Agreement between Truckee Meadows Fire Protection District and the North Lake Tahoe Fire Protection District.”

Fire Chief Charles Moore advised refinements were made to the Cooperative Agreement by the Districts’ Legal Counsels and now it was ready to be approved. He advised automatic aid was used extensively on the Mt. Rose Corridor, because the North Lake Tahoe Fire Protection District was often the closest resource and could respond quicker at the summit. He said the recommendation was the Board approve this mutual aid agreement.

There was no response to the call for public comment.

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

12-182F AGENDA ITEM 10

Agenda Subject: “Possible Closed Session for TMFPD pursuant to NRS 288.220 for the purpose of discussion labor matters with management representatives and/or negotiations with bargaining units.

There was no closed session.

12-183F AGENDA ITEM 11

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

There were no announcements.

12-184F AGENDA ITEM 12

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 Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Jeffery Church stated he disagreed with Chief Moore’s assertions regarding the City of Reno’s Staffing for Adequate Fire and Emergency Response (SAFER) Grant. He said there was no amendment that called for the Grant to apply only

to the City of Reno. He stated he had a 10-page report detailing the SAFER Grant violations. He said the Grant was clearly for both the TFMFD and the City of Reno. He requested the Board have Chief Moore ask the Federal Emergency Management Agency (FEMA) whether or not the Grant was a joint grant and what did it require the City of Reno to do in terms of Washoe County.

* * * * *

1:12 p.m. Chairman Larkin said the meeting was adjourned without opposition.

ROBERT M. LARKIN, Chairman
Sierra Fire Protection District and
Truckee Meadows Fire Protection
District

ATTEST:

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

*Minutes Prepared By:
Jan Frazzetta, Deputy County Clerk*

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT

**RESOLUTION ADOPTING THE FIRE CODE SET FORTH IN
WASHOE COUNTY CODE CHAPTER 60, AND PROVIDING FOR
ENFORCEMENT ON ALL PROPERTIES LOCATED WITHIN BOTH DISTRICTS**

WHEREAS, the Truckee Meadows Fire Protection District and the Sierra Fire Protection District ("the Districts") are political subdivisions of the State of Nevada created and operated in Washoe County, Nevada pursuant to NRS Chapter 474 as county fire districts;

WHEREAS, NRS 474.470 empowers the Districts to adopt and enforce regulations concerning fire protection, prevention and suppression, and both Districts have previously enforced in their respective jurisdictions the fire code of Washoe County found in Washoe County Code Chapter 60;

WHEREAS, both Districts desire to streamline their regulations and enforcement with a formal, uniform adoption and enforcement action; and

WHEREAS, the Districts have consolidated operations and the Truckee Meadows Fire Protection District is authorized to and does now perform all fire related and emergency medical services in both Districts.

NOW, THEREFORE, BE IT RESOLVED that the respective Boards of Fire Commissioners for the Truckee Meadows Fire Protection District and the Sierra Fire Protection District do hereby recognize, accept and adopt the fire code of Washoe County, as set forth in Chapter 60 of the Washoe County Code, as amended from time to time, and authorize its enforcement within their respective districts.

BE IT FURTHER RESOLVED that the Truckee Meadows Fire Protection District is hereby fully appointed and authorized to enforce this fire code on all properties located within the Sierra Fire Protection District.

Upon motion by Fire Board Commissioner on behalf of both Districts, Commissioner Butternut, seconded by Commissioner Hume, the foregoing Resolution was passed and adopted this 28th day of Aug., 2012 by the following vote:

AYES: 4 NAYS: 0

ABSENT: 1 ABSTAIN: 0

ATTEST

CLERK



**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT
BOARDS OF FIRE COMMISSIONERS**

Robert M. Larkin, Chair

12-1777F

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT

**RESOLUTION ADOPTING THE PUBLIC RECORDS POLICIES
AND PROCEDURES AS ADOPTED BY WASHOE COUNTY**

WHEREAS, the Truckee Meadows Fire Protection District and the Sierra Fire Protection District ("the Districts") are political subdivisions of the State of Nevada created and operated in Washoe County, Nevada pursuant to NRS Chapter 474 as county fire districts;

WHEREAS, NRS 474.470 empowers the Districts to adopt and enforce regulations concerning its operations;

WHEREAS, both Districts desire to adopt a formal, uniform policy concerning their respective records and public access thereto, such as that adopted by Washoe County on November 20, 2007, a true and correct copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Districts have consolidated operations and the Truckee Meadows Fire Protection District is authorized to and does now perform all operations for both Districts.

NOW, THEREFORE, BE IT RESOLVED that the respective Boards of Fire Commissioners for the Truckee Meadows Fire Protection District and the Sierra Fire Protection District do hereby recognize, accept and adopt the attached Public Records Policies and Procedures as adopted by Washoe County on November 20, 2007, as amended from time to time, and Truckee Meadows Fire Protection District is hereby directed and authorized to fully implement this in both Districts.

Upon motion by Fire Board Commissioner on behalf of both Districts, Commissioner Bulankin, seconded by Commissioner Jung, the foregoing Resolution was passed and adopted this 28th day of Aug., 2012 by the following vote:

AYES: 4 NAYS: 0

ABSENT: 1 ABSTAIN: 0

**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT
BOARDS OF FIRE COMMISSIONERS**



Robert M. Larkin, Chair

12-1787

RESOLUTION

A RESOLUTION TO DISPOSE OF ASSETS BY DONATION TO THE PYRAMID LAKE PAIUTE TRIBE FROM THE SIERRA FIRE PROTECTION DISTRICT

WHEREAS, the Sierra Fire Protection District ("District") is a political subdivision of the State of Nevada and authorized under NRS Chapter 474 to operate as a county fire district;

WHEREAS, the District owns fire protection equipment and has determined that a water tender truck is no longer needed as part of its service delivery program;

WHEREAS, the District desires to dispose of the following piece of fire equipment, which is surplus to the District's needs, described as:

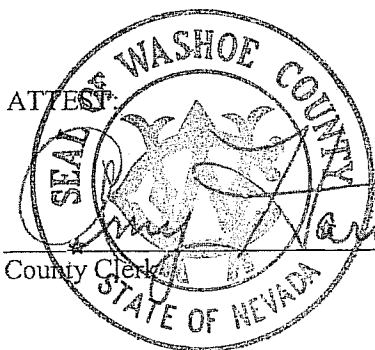
One 1988 Seagrave Fire Water Tender VIN#1F9EX3J8JCST2185;

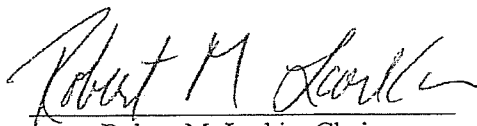
WHEREAS, the Pyramid Lake Paiute Tribe is in need of this piece of fire equipment.

NOW, THEREFORE, BE IT RESOLVED by the **SIERRA FIRE PROTECTION DISTRICT BOARD OF FIRE COMMISSIONERS** that the Board supports the fire equipment needs of the Pyramid Lake Paiute Tribe and declares pursuant to NRS 474.470(7) that the identified fire apparatus is surplus to the District's needs and it is hereby donated in "as is" condition to the Pyramid Lake Paiute Tribe. All costs for registration, title transfer and smog fees will be the responsibility of the Pyramid Lake Paiute Tribe.

This Resolution shall be effective upon passage and approval by the Board of Fire Commissioners. The County Clerk is hereby directed to spread this Resolution upon the minutes and distribute copies of this Resolution to the Comptroller's Office, Finance, and to Purchasing and Equipment Services.

ADOPTED this 28th day of August, 2012.





Robert M. Larkin, Chairman
Sierra Fire Protection District

12-180F

**Cooperative Agreement Between
Truckee Meadows Fire Protection District and North Lake Tahoe Fire
Protection District**

◇

In accordance with NRS 277.045, this Cooperative Agreement (“Agreement”) is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself and on behalf of the Sierra Fire Protection District (“TMFPD”), and North Lake Tahoe Fire Protection District (“NLTFPD”), all fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as “agency” or “agencies.” This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions, and TMFPD and the Sierra Fire Protection District are now consolidated for operational purposes administered by TMFPD; and,

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

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and NLTFPD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both Mutual Aid and Automatic Aid, in responding to fire and other emergencies when requested by the other party; and,

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

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

- a. Agency – shall mean either TMFPD or NLTFPD.
- b. Automatic Aid – Automatic Aid means both agencies are ally dispatched, without a specific request, to an incident occurring in the areas
Attachment B.

Mutual Aid – Mutual Aid means fire service that may be provided
specific request for assistance as set forth below.

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

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

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

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

4. Automatic Aid and Mutual Aid. The parameters of Automatic Aid and Mutual Aid and the attendant response areas are set forth in Attachments A and B, which are incorporated herein by this reference. Attachment B may be modified by mutual agreement of the Fire Chiefs or their authorized designees for the agencies provided that the revised Attachment A must be in writing and signed by both Fire Chiefs. An executed copy of the modified attachment must be provided to the respective City, County Clerks or Fire District Clerk before it is effective. In addition, the Fire Prevention Managers of each party may conduct joint reviews of significant projects in the Mutual Aid areas here after described if any, provided that a request is made by the Requesting Agency to the Responding Agency and further provided that each party reserves the ability to charge for these services if significant staff time is expected to be extended, in the discretion of the Responding Agency. The term "Significant staff time" as used in this paragraph means more than two (2) hours. If the Responding Agency determines that significant staff time and it will be requesting reimbursement from the Requesting Agency, the charges relating thereto shall be discussed and agreed upon in writing prior to the rendering of and invoicing for services

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

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

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

- a. Mutual Aid and/or Automatic Aid shall be provided without expectation of reimbursement with the exception of incidents that last longer than (24) twenty-four hours.
- b. After 24 hours, the designated representative for each agency shall attempt to meet and confer to allocate the costs of the incident between the agencies.
- c. On incidents that occur in both jurisdictions, a cost share agreement will be developed prior to the termination of the incident.
- d. If reimbursement is available as a result of a declaration of disaster by the appropriate federal agency, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for cost reimbursement, shall be paid as set forth in the Reimbursement

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Procedures (Sub-sections 7.e, 7.f, 7.g and 7.h below), In the event that Third Party Reimbursement is unavailable or unsuccessful then sections 7.a or 7.b of this Agreement shall apply.

- e. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
- f. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
- g. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable agencies.
- h. A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - Bill for Collection
 - Narrative Cover Letter
 - Fire Suppression Cost Summaries
 - Copies of Resource Orders and other supporting documentation
 - Copies of applicable Cost Share Agreements
- i. In no circumstances will either party agree to or pay incident charges on behalf of the other agency without first obtaining express written permission.

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

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

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However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

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

The term of this Agreement shall be 5 years, expiring on the month and day of the last signature hereto in the year 2017. The Annual Operating Plan, Attachment A hereto, will be reviewed each year to determine whether to make a recommendation to the agencies' governing bodies to change it.

11. Independent Agencies. Except as otherwise provided in the TMFPD-SFPD consolidation agreement, the agencies are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party. Notwithstanding the foregoing, all agencies reserve all rights to assert application of statutory immunities and legal defenses, including application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties.

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

12-18-17

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

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

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

16. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the 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 agencies will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

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

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

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

21. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, by telephonic facsimile, or E-mail to known E-mail address 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:

12-18-17

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

North Lake Tahoe Fire Protection District
Michael Brown, Fire Chief
866 Oriole Way
Incline Village, NV 89451

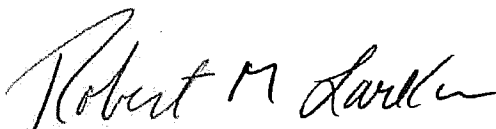
D.G. Menchetti, Esq.
683 Cristina Drive
Incline Village, NV 89451

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

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


Dated this _____ day of _____, 2012.

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**



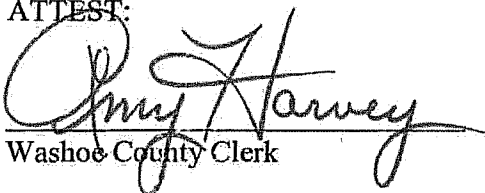
ROBERT M. LARKIN, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

**NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT**

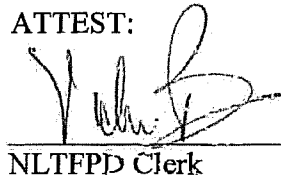


Chris Plastiras, Chair
North Lake Tahoe Fire Protection District
Board of Commissioners

ATTEST:


Washoe County Clerk

ATTEST:


NLTFPD Clerk

12-18-12

MUTUAL AID

2012-2013 ANNUAL OPERATING PLAN

The Annual Operating Plan for the fiscal year of 2012-2013 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective agencies may conduct an annual review of the Operating Plan during the month of December of each year so each of the agencies may utilize this information in the budgetary processes applicable to it.

A. MUTUAL AID REQUESTS:

It is in the best interests of all agencies to:

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

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

B. RESOURCES AND REIMBURSEMENT:

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

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2012 Annual Operating Plan for the Truckee Meadows/Sierra Fire Protection District

PERSONNEL AND EQUIPMENT BILLING RATES

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

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

EQUIPMENT RATES

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

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

SUPPORT EQUIPMENT RATES

County or Fire District Owned Vehicles:

- 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

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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.

CONTACT PERSONS AND PHONE NUMBERS

Charles Moore, Fire Chief

(775) 775.328.6123 cell (775).313.8903

12-1817

Station locations

Career - TMFPD

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

Career - SFPD

Station #30 – 3905 Old Hwy 395, Washoe Valley
Station #35 – 100 South Boomtown/ Garson Rd., Verdi
Station #36 – 13500 Thomas Creek Rd., Reno
Station #39 – 4000 Joy Lake Road, Reno

Volunteer – TMFPD

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

Volunteer – SFPD

VFD #301 – 345 Bellevue Rd., Washoe Valley
VFD #321 – 250 South Avenue, Cold Springs
VFD #331 – 11005 Longview Lane, Reno
VFD #351 – 165 Bridge St., PO Box 232, Verdi
VFD #381 – 16255 Mt. Rose Hwy., Reno

DUNS number

006811244

Tax ID number

EIN # 38-3856902

Mailing addresses of both:

Truckee Meadows/Sierra Fire Protection District
PO Box 11130
1001 E. Ninth Street

12-18-17

Reno, NV 89520-0027
(775) 328-3605
(775) 328-6185 fax

Frequencies to be used for wildland fires

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

REPEATER TONES

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

Billing address

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

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2012 Annual Operating Plan for the North Lake Tahoe Fire Protection District

PERSONNEL AND EQUIPMENT BILLING RATES

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

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

EQUIPMENT RATES

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

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

SUPPORT EQUIPMENT RATES

County or Fire District Owned Vehicles:

- Pickup \$86.00 per day plus .55 per mile
- Van \$109.00.00 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)

PERSONNEL RATES

40 Hour Rate	Regular		
Chief	65.80		
Division Chief	61.32		
40 Hour Rate	Regular	OT	CB OT
Assistant Fire Marshal	51.44	77.16	107.84

56 Hour Rate	Regular	OT	CB OT
Battalion Chief	41.26	61.89	86.49
Captain	34.01	51.02	71.30
Operator	28.24	42.36	59.20
Paramedic	26.72	40.08	56.01
Firefighter	23.75	35.63	49.79

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x

FIRE CREW/FUELS MANAGEMENT

The NLTFPD fire crew is administered as assistance by hire resource. The NLTFPD 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 \$609.00

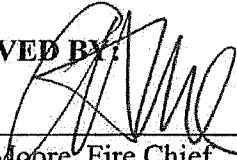
*Fully equipped Type 2 Hand Crew meeting USFS requirements.
Includes minimum 18 personnel, equipment and transportation

FIRE CREW – EQUIPMENT

- Superintendent Vehicle \$120.00/ daily plus .55 per mile
- Crew Carrier \$322.00/ daily
- Chain saws \$5.00/hr (must be ordered via resource order)
- Van \$109.00/day plus .55 per mile
- Pick up \$86.00/day plus .55 per mile

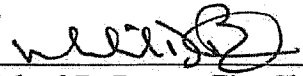
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year herein below

APPROVED BY:


Charles Moore, Fire Chief

Truckee Meadows Fire Protection District/Sierra Fire Protection District

9.21.12
Date


Michael D. Brown, Fire Chief

North Lake Tahoe Fire Protection District

10/17/12
Date

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ATTACHMENT B

DEFINED AUTOMATIC AID RESPONSE AREAS

AUTOMATIC AID

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT JURISDICTION

TMFPD, on its on behalf and on behalf of the Sierra Fire Protection District, is requested to respond with:

1. One (1) Command Officer on any wild-land fire that has escaped initial attack or escalated to a second alarm under NLTPD jurisdiction. A "Unified Command" ICS structure will be established with both agencies at the established Incident Command Post (ICP).
2. One (1) Type-III Brush Engine upon request for any wildland fire within NLTFPD jurisdiction, at no cost to NLTFPD for the first twenty four (24) hours.
3. One (1) Water Tender for any type of alarm to NLTFPD upon request.
4. One (1) Type-I ALS or ILS Engine for any type of alarm including station coverage to NLTFPD upon request for the first twenty four hrs.

Operational Considerations:

1. The agencies dispatch center will be responsible to contact TMFPD of NLTFPD Chief Duty Officer with the most expedient method available when emergency responses are dictated by the specific terms of this agreement. Dispatch center dispatchers will notify the TMFPD or NLTFPD Chief Duty Officer within 60 seconds of determination of jurisdiction of the incident.
2. All incidents within NLTFPD jurisdiction shall operate on command communication frequencies as assigned for their jurisdiction and operate on tactical frequencies as set forth in NLTFPD dispatch protocols. This includes all incidents within TMFPD jurisdiction west of the Mt. Rose Summit within the Lake Tahoe Basin.
3. For any Wildland Fire incident that occurs on State Lands within the TMFPD jurisdiction. The Nevada Division of Forestry (NDF) shall be notified immediately and shall be included in the "Unified Command" of the incident. All Wildland Fire incidents on State Lands within the TMFPD jurisdiction are the responsibility of NDF.

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**TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/SIERRA FIRE
PROTECTION DISTRICT JURISDICTION**

The North Lake Tahoe Fire Protection District is requested to respond with:

1. Requests for emergency medical services will be administered per "Exclusive Operating Agreement" as designated for NLTFPD and displayed on appendix "C".
2. Emergency response resources to all reported First Alarms/Request for Emergency Medical Services along and adjacent to State Route 431 from the NLTFPD boundary to the Mt Rose Summit, into areas under TMFPD jurisdiction.
3. One (1) Type-III Brush Engine upon request for any wildland fire within TMFPD jurisdiction, at no cost to TMFPD for the first 24 hours.
4. One (1) Type-I ALS Engine for any type of alarm including station coverage to TMFPD/SFPD upon request for the first twenty – four (24) hrs.

Operational Considerations:

1. The agencies respective dispatch centers are responsible to contact the other center using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement. Dispatch centers shall notify the other dispatch center within 60 seconds of determination of jurisdiction of the incident.
2. All incidents within TMFPD jurisdiction shall operate on communication frequencies as assigned for their jurisdiction unless mutually agreed upon by both parties for the incident. All incidents within TMFPD/SFPD jurisdiction west of the Mt. Rose Summit within the Lake Tahoe Basin shall be operated on assigned NLTFPD frequencies.
3. TMFPD and NLTFPD agree to assist each other with fire investigations or conduct investigations in the absence of the jurisdiction's investigator if requested by the agency having jurisdiction.
4. "Unified Command" between agencies for Interface or Wildland fires will be established. Cost Share agreements may be made when necessary between the various jurisdictional fire protection agencies involved with any emergency. If necessary, a FEMA Declaration can be made through established protocols during Interface fire emergencies which provides necessary cost sharing capabilities.

12-18-17

5. Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and concise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both parties (Unified Command) and supported by order and request numbers.

12-1817