

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

TUESDAY

11:00 a.m.

FEBRUARY 25, 2014

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Marsha Berkbigler, Commissioner
Vaughn Hartung, Commissioner
Kitty Jung, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 11:03 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

14-21F AGENDA ITEM 2

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three minutes per person. Comments are to be made to the District as a whole.”

Sarah Chvilicek congratulated the Board and Fire Chief Moore for amending the Cooperative Agreement for mutual aid between the City of Reno and the Truckee Meadows Fire Protection District (TMFPD). She believed the intent was to continually move toward automatic aid and applauded that effort. She implored the Board to continue to pursue automatic aid because it was in the best interest of the citizens.

Sam Dehne spoke on the wording for public comment as noted on the agenda. He said the agenda stated that a person had three minutes per item; however, within a consent agenda there were multiple items. He questioned if he could speak three minutes for every one of those consent items.

14-22F **AGENDA ITEM 3**

Agenda Subject: “Fire Chief Report – A) Report and discussion related to fire district operations; B) Monthly Statistics; C) Volunteer Fire Service Report for January 2014; and, D) Analysis of responses requested by Commissioner Hartung.”

Fire Chief Charles Moore reported that the Ash Can program had been very successful. He noted that 250 cans had been distributed and indicated that the District had taken delivery of the next 300 cans. He said the program would not have been possible without corporate sponsors, such as the Peppermill Casino and the Atlantis Casino. Chief Moore presented Certificates of Appreciation to Kimberly Tolkien, Atlantis Casino’s Assistant General Manager, and Bill Hughes, Peppermill Casino’s Director of Marketing Operations. He stated that the program also created a mindset within the public to be careful while disposing fireplace ashes.

Mr. Hughes thanked the Board and the District for allowing the Peppermill to participate in the Ash Can program.

Ms. Tolkien thanked the District for the opportunity. She said the Atlantis was proud to participate in the Ash Can program.

Due to inclement weather that was expected later in the week, Chief Moore indicated that an open burn period could be instated. If there was significant moisture from the upcoming weather, he said the open burn period could run between March 1st and March 9th, but was dependent of the rain and snow that could be received.

Chief Moore explained that the District had applied for a grant with the Nevada Department of Forestry (NDF) to study particular areas within the service district. Amy Ray, Fire Marshal, said the grant from NDF was in the amount of \$26,000 with a \$13,000 match. She said the grant would allow for a wild fire fuel hazardous assessment to be conducted for five areas identified within the District. The assessment would include identification on the types of fuels in the area, methods for fuels reduction and mitigation based on those fuel types, identification for methods of continuous maintenance of the fuels, and how the community could be empowered to participate in those efforts. The five areas identified within the District were areas that had not received any modifications for five, 10, or more years. Fire Marshal Ray indicated that the five areas identified for the assessments were: the Lone Tree Southwest Reno area encompassing 4,000 acres; the Red Rock/Silver Lake area encompassing about 27,000 acres; the Spanish Springs area encompassing about 25,000 acres; the Geiger Grade area encompassing about 16 acres; and, the Caughlin Ranch area encompassing about 3,000 acres. She said the grant would also enable the District to foster partnerships within those communities and create Community Wildlife Protection Plans (CWPP) and Fire Adaptive communities.

Commissioner Jung requested the Board review a copy of the grant. She inquired if Golden Valley or Sun Valley would be involved in the assessments. Fire

Marshal Ray replied that those areas were not identified as target areas in the grant application. Commissioner Jung inquired on the identification criteria. Fire Marshal Ray explained that the criteria was based on areas that had not had any mitigation in five, 10 or more years. She said Golden Valley was currently receiving some mitigation from the Bureau of Land Management (BLM) and Sun Valley also had some BLM strategies around the exterior. She said the criteria was based on high-end extreme areas and the mitigation strategies that had occurred.

In regard to the Hydrant Repair program, Commissioner Hartung asked if the hydrants had all been repaired or maintained. Chief Moore explained after the District stood up July 1, 2012, a comprehensive testing program was conducted on all the hydrants. He said maintenance was completed on hydrants that could be fixed and then the hydrants that were in need of more repairs were identified. He said hydrants still needing repair would be excavated during warmer weather and felt those repairs should be completed by mid-year. Commissioner Hartung commended staff for managing the Hydrant Repair program. Chief Moore stated that Captain James Solaro did an outstanding job in coordinating this program.

In response to a request from Commissioner Hartung concerning rural and frontier response times, Chief Moore displayed a map that analyzed those responses. He said the north and south areas of the County, away from the core, qualified as rural and, in some cases, frontier areas. As adopted in the Standards of Cover, the response time for a rural area should be the first response unit capable of initiating effective incident mitigation arriving within 20 minutes, 85 percent of the time, from receipt of the call. He reviewed the total responses since July 2012 and, in rural designations, there had been 3,460 calls and 838 calls in the frontier areas. A copy of the map was placed on file with the Clerk.

Commissioner Hartung inquired on the number of volunteer fire stations that still needed to be made operational. Chief Moore replied that the Wadsworth Station was not currently active, but noted that Palomino Valley was moving forward in becoming operational.

Chief Moore said rural responses since July 2012 was about 27 percent and frontier responses was about 6.5 percent, which included all call types. He indicated there was no response time standard in the Standard of Cover for frontier areas, which meant that the best effort was made.

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

14-23F AGENDA ITEM 4

Agenda Subject: “Approve the purchase of one hundred ten (110) sets of structural fire personal protective clothing (PPE) for career employees from L.N. Curtis & Sons, 1800 Peralta Street, Oakland, California 94607 at an estimated amount of \$244,750. (All Commission Districts.)”

Fire Chief Charles Moore remarked that NRS 332.115 did not require a public bid when related to safety equipment for public safety personnel unless directed by a board. Based on State law, he recommended this not be bid, and he noted that staff was confident the price from L.N. Curtis & Sons was below State bids.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 4 be approved.

14-24F AGENDA ITEM 5

Agenda Subject: “Accept a donation of 41 pet oxygen mask kits from the Reno Hospital for Cats to be utilized in rescue operations at the District’s Career and Volunteer Stations at an estimated value of \$2,665. (All Commission Districts).”

Fire Chief Charles Moore explained that the Reno Hospital for Cats held a fundraiser and raised \$2,665 for pet oxygen masks. He noted there were many times firefighters also needed to rescue four-legged victims.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 5 be accepted.

14-25F AGENDA ITEM 6

Agenda Subject: “Discussion and possible approval of an Amended Cooperative Agreement between City of Reno, Truckee Meadows Fire Protection District and Sierra Fire Protection District for providing fire and rescue services in mutual aid situations. (All Commission Districts).”

Fire Chief Charles Moore stated that he and Reno Fire Chief Michael Hernandez had discussed the current mutual aid agreement. He reported that two existing items in the agreement to delay the call for mutual aid would be removed. Those items were the need to have a command officer on scene before mutual aid could be called, and the provision requiring an incident that exceeded the use of all regular capacity of the department.

Chairman Humke asked if those changes would be reflected within mutual aid agreements with other entities. Chief Moore replied this would not change any other mutual aid agreement, but would make this agreement similar to those other agreements.

Commissioner Hartung said section 7(d) in the agreement noted the requesting agency was required to pay the invoice in a “timely” manner and questioned

the term timely. Paul Lipparelli, Legal Counsel, explained that the agreement did not specify a period of days, but was an effort to impose a duty on the parties to pay, and bill, in a timely fashion. Commissioner Hartung felt that was ambiguous and thought it could ultimately be a problem for the County. Chief Moore felt it would not be a problem because the billing time after an operational incident exceeding 12 hours was similar, which were rare events usually limited to wildland fires.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 6 be approved. The Amended Cooperative Agreement for same is attached hereto and made a part of the minutes thereof.

14-26F AGENDA ITEM 7

Agenda Subject: “Approve the retention of Kafoury, Armstrong & Company to perform Independent Audit Services for Truckee Meadows Fire Protection District for fiscal year 2013/14 in an amount not to exceed \$25,340.”

Chairman Humke asked if it was the intent to operate the two agencies together. Fire Chief Charles Moore replied that the two Districts essentially ran as one District; however, were separate legal entities that required separate audits, separate budgets, and separate expenditures for capital. Chairman Humke asked if a statute change was required to combine the two districts. Chief Moore replied that legislative action was needed for that to occur. He said that concept was taken to the Legislature during the last session, but was unsuccessful in moving out of committee. Chairman Humke questioned why it was unsuccessful since it seemed to be an ordinary event. Chief Moore stated there was some opposition from the City of Reno Firefighters Union. Chairman Humke asked if the costs had been quantified for the County having to bear the costs to operate two fire agencies as opposed to operating one agency. Chief Moore said those costs had been quantified, but he was unable to state the amount. He said most of those were overhead costs for audits, insurance and separate capital.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that Agenda Item 7 be approved.

The following agenda item No. 8 will be heard by the Washoe County Board of Commissioners who will convene only as the Board of Fire Commissioners for the Sierra Fire Protection District.

14-27F AGENDA ITEM 8

Agenda Subject: “Approve the retention of Kafoury, Armstrong & Company to perform Independent Audit Services for Sierra Fire Protection District for fiscal year 2013/14 in an amount not to exceed \$18,000.”

There was no public comment on this item.

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

14-28F AGENDA ITEM 9

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

There was no closed session scheduled.

14-29F AGENDA ITEM 10

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

Fire Chief Charles Moore announced that the District had been awarded a Staffing for Adequate Fire and Emergency Response (SAFER) grant in the amount of \$267,000. He explained that the Federal Emergency Management Agency (FEMA) requested the Board accept the grant within 30 days. Since the next scheduled meeting for the District was March 25th, he would attempt to obtain a waiver from FEMA, if not, he would return to the Board on March 11th for action to accept the grant. He said the District was pleased to have received the grant and indicated it would fund the Volunteer Fire Service Coordinator position. He thanked Battalion Chief Alex Kukulus for authoring the grant.

Commissioner Berkbigler requested a report on how the Volunteer Fire Departments were being trained.

Commissioner Weber requested that Station 13 be reviewed on the feasibility of moving to the Lemmon Valley Volunteer Station. She also requested a report on the response for a recent fatal accident that happened on Stead Boulevard.

14-30F AGENDA ITEM 11

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three 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 three 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

11:47 a.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Truckee Meadows Fire Protection
District and Sierra Fire Protection
District

ATTEST:

NANCY PARENT, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District and Sierra Fire
Protection District

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

AMENDED Cooperative Agreement between
Truckee Meadows Fire Protection District, Sierra Fire Protection District and
the City of Reno
◇

In accordance with NRS 277.045, this AMENDED Cooperative Agreement (“Agreement”) is made and entered into between the Sierra Fire Protection District (“Sierra Fire”), a Fire District formed under NRS Chapter 474, Truckee Meadows Fire Protection District, (“Truckee Meadows”), a Fire District 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 becomes effective when all governing bodies have approved this Agreement by an adopted resolution.

RECITALS

WHEREAS, Reno, Truckee Meadows and Sierra Fire are political subdivisions of the State of Nevada and each has the authority to maintain and operate fire/rescue agencies within their respective jurisdictions; and,

WHEREAS, the services of Reno, Truckee Meadows and Sierra Fire 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, Truckee Meadows represents that pursuant to an interlocal agreement Truckee Meadows is providing all fire and related emergency services to Sierra and all Sierra’s employees have transferred to Truckee Meadows, together with use of all of Sierra’s assets, and it is deemed in the best interests of the public and citizens of the affected jurisdictions that the “Consolidated District”, as such term is defined in the Cooperative Agreement for Fire Service between Sierra Fire and Truckee Meadows, dated April 1, 2012, and Reno provide mutual aid to each other as set forth below, and

WHEREAS, the agencies to this AMENDED Agreement desire, pursuant to NRS 277.045, to enter into this amendment of the existing Cooperative Agreement for mutual aid that was executed in August, 2012, the purpose of this amendment being to clarify 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 the Consolidated District.

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 in the manner as set forth below and does not include Technical Rescue services. Mutual aid is the providing of emergency response services assistance across jurisdictional boundaries upon specific request due to an incident that may or may not exceed the regular capacity of the Requesting Agency such as the assistance needed during a natural disaster, mass transit accident or a multiple-alarm fire. “Automatic aid” is assistance on a regular or continuing basis that causes the dispatching of resources from the nearest fire station automatically or on a regular or continuing basis regardless of the jurisdictional boundary in which the incident is located. The parties expressly acknowledge that this agreement is for Mutual Aid and is not intended and shall not be construed by or used by either party for Automatic Aid.

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 a career Chief Officer of the Requesting Agency determines mutual aid is necessary, a request for assistance shall be made by the Requesting Agency through dispatch to a career Chief Officer of the Responding Agency. Each agency shall provide a telephone number(s) to their Chief Officers, which are listed for convenience and backup purposes only, and does not imply Mutual Aid requests be made directly by phone. Nothing in this Agreement shall be construed as a limitation on requesting mutual aid through other regional or statewide Agreements.

3. Mutual Aid Resource Determination. The Fire Chief or designated Chief Officer for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond, in the discretion of the Responding Agency, 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. Requests for mutual aid shall

first be made to other mutual aid providers in closest proximity to the incident before utilizing this Agreement.

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 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. For 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 when 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:

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

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 25th day of Feb, 2014.

Truckee Meadows Fire Protection District

David Humke
David Humke, Chairman

ATTEST:
Nancy L. Parnt
Washoe County Clerk

APPROVED AS TO FORM:
Paul Allegretti
Washoe County Deputy District Attorney

Dated this 25 day of Feb, 2014.

Sierra Fire Protection District

David Humke
David Humke, Chairman

ATTEST:
Nancy L. Parnt
Washoe County Clerk

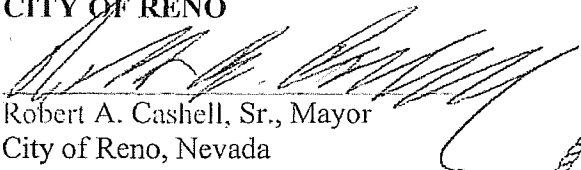
APPROVED AS TO FORM:
Paul Allegretti
Washoe County Deputy District Attorney
Dated this 25 day of Feb, 2014.

APPROVED AS TO FORM:

Washoe County Deputy District Attorney

Dated this 26th day of February, 2014.

CITY OF RENO

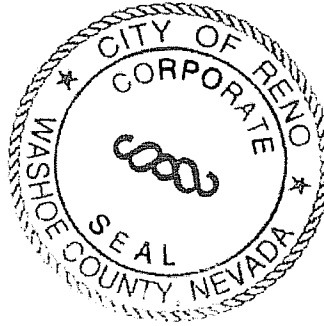


Robert A. Cashell, Sr., Mayor
City of Reno, Nevada

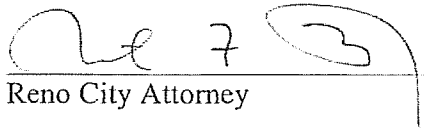
ATTEST:



Lynnette Nofreus
City Clerk, City of Reno



APPROVED AS TO FORM:



Reno City Attorney

RESOLUTION NO. 7949

RESOLUTION ADOPTING AND APPROVING AMENDED
COOPERATIVE AGREEMENT FOR MUTUAL AID
BETWEEN THE CITY OF RENO, TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT AND SIERRA 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, the parties to the Amended Cooperative Agreement for Mutual Aid between the City of Reno, a consolidated municipality, and Truckee Meadows Fire Protection District, a Fire District formed under NRS Chapter 474, and Sierra Fire Protection District, a Fire District formed under NRS Chapter 474 desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreement is attached to this Resolution as Exhibit "A," and

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

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

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

Upon motion by Council Member Dortch, seconded by Council Member Delgado, the foregoing resolution was adopted this 26th day of February, 2014, by the following vote of the Council:

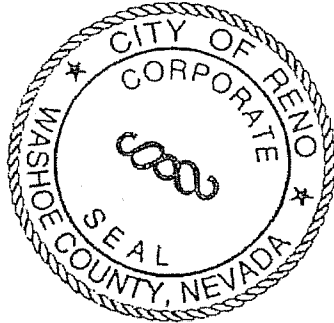
AYES: Dortch, Delgado, Schieve, Brekhus, Zadra, Jardon, Cashell

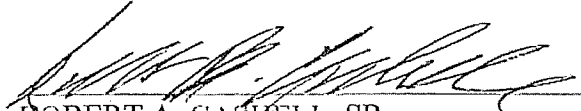
NAYS: None

ABSTAIN: None

ABSENT: None

APPROVED this 26th day of February, 2014.




ROBERT A. CASHELL, SR.
MAYOR

ATTEST:



LYNNETTE R. JONES
CITY CLERK

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/SIERRA 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 |