

**BOARD OF FIRE COMMISSIONERS  
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT (TMFPD)**

TUESDAY

9:00 a.m.

APRIL 18, 2017

PRESENT:

**Bob Lucey, Chair**  
**Marsha Berkbigler, Vice Chair**  
**Kitty Jung, Commissioner**  
**Vaughn Hartung, Commissioner**  
**Jeanne Herman, Commissioner**

**Jan Galassini, Chief Deputy County Clerk**  
**David Watts-Vial, Deputy District Attorney**  
**Charles Moore, Fire Chief**

The Board convened at 9:00 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

**17-054F      AGENDA ITEM 3 Public Comment.**

Mr. James Sievers presented a video which was placed on file with the Clerk. No sound played so he explained the video showed photos and videos of the Verdi fire. He alleged three minutes after the initial call there was no flame inside the house, and within thirty minutes of the call no water had been put on the fire. He referenced a handout of residents' feedback about fire protection in Verdi.

Ms. Carol Lopez, with the Canine Rehabilitation Center and Sanctuary (CRCS), spoke about the Heroes and Hounds program. She said Mark Thyer, who was being promoted to captain later in the meeting, helped them organize a combination fundraiser for the Truckee Meadows Firefighters Foundation and the CRCS. The organization purchased the old Cattleman's restaurant and converted it to the only dog sanctuary in northern Nevada. They partnered with the Society for the Prevention of Cruelty to Animals (SPCA), the Nevada Humane Society, and Animal Control. She stated Animal Control would be at the event to provide free microchipping and low-cost vaccines, the Sheriff's Office would bring canine officers, and there would be music and activities for kids.

Mr. Bob Parker stated residents in areas like Galena worried about fire because of the rampant weeds. He said another problem was with the Waste Management (WM) deal and that customers had to pay twice as much for the same service as before. He called the plan poorly conceived, poorly communicated, and too expensive. He claimed people were illegally dumping in vacant lots, creeks, on state-owned property, and in common areas, and he also alleged people were burning waste which nearly led to

two fires. He commented Incline Village had negotiated a better contract with WM. He remarked communities needed three things to be safe: a great fire district, which the County had, residents cleaning up their spaces, and the Board to help with garbage disposal, which he claimed was not happening.

**17-055F**      **AGENDA ITEM 4** Commissioners’/Fire Chief’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).

Fire Chief Charles Moore expressed his condolences to the Boykin family for the passing of longtime Cold Springs Volunteer Fire Chief Dick Boykin. Chief Moore thanked the chief for his many years of service. He announced the independent review of the Verdi fire was being completed by a consultant and he anticipated presenting the findings at the next Truckee Meadows Fire Protection District (TMFPD) meeting.

Commissioner Hartung mentioned he attended Chief Bill Farr’s memorial service and said it was well-attended by fire departments as well as the community. He thanked those that attended and acknowledged it was a touching service.

**CONSENT ITEM**

**17-056F**      **5A** Approval of minutes from the March 21, 2017 meeting.

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 the Consent Agenda Item 5A be approved.

**17-057F**      **AGENDA ITEM 6** Proclamation – Wildfire Awareness Month

Fire Marshall for the Truckee Meadows Fire Protection District (TMFPD), Amy Ray, in cooperation with the Division of Forestry and the University of Nevada Cooperative Extension, declared May as Wildfire Awareness Month. She said within the district there were nine events happening including a fun run, events at Arrowcreek and Galena Forest, and two Junk the Junipers events. The latter events helped promote wildfire awareness and defensible space procedures. She read the proclamation.

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 accepted.

**17-058F      AGENDA ITEM 7   I.A.F.F. Local 3895 Report**

International Association of Firefighters (IAFF) Local 3895 President Ian Satterfield discussed the agenda item regarding the Kids Fire Camp and hoped the Board would approve the measure. He expressed excitement to partner with Chief Moore and the District and noted the camp had proven to be a valuable tool for kids and the community. He congratulated Mark Thyer and Chris McNaught on their promotions. He recalled a story about a firefighter who responded to a call from a gentleman whose hand was stuck in his recliner. They rescued him by breaking the chair. The firefighter used Station 17's benevolent fund and purchased a new recliner for the man, illustrating the heart of local firefighters.

There was no public comment or action on this item.

**17-059F      AGENDA ITEM 8   Introduction of New Employee and Promotional Announcements**

Fire Chief Charles Moore introduced new employee Firefighter Paramedic Geno Higman, whose badge was presented to him by his wife Laura.

Chief Moore introduced Fire Equipment Operator Chris McNaught, whose badge was presented to him by his wife Amanda and daughter Harper. Chief Moore introduced Fire Captain Mark Thyer, whose badge was presented to him by his wife Kristina.

There was no public comment on this item.

**17-060F      AGENDA ITEM 9   Discussion and possible direction to staff on the Fire Chief Report to include the following items related to fire district operations: 1. Volunteer Program Status. 2. Update on Cost of Lemmon Valley Flood Response (Req. by Commissioner Hartung). 3. Update on District's Fleet Replacement Schedule (Req. by Chairman Lucey). 4. Highlights of proposed FY 2017/18 Budget.**

Fire Chief Charles Moore mentioned he was pleased with the recruiting effort for volunteers. As of April 10, 2017, there were 17 applications and he felt it was possible they could end up with a total of 20 to 25 volunteers. He anticipated being well staffed for wildland season. He provided a spreadsheet to the Board which showed the District had spent approximately \$85,000 on flood relief, much of which was spent on staff time and overtime to backfill the positions of those employees on the incident team. He stressed the District was busy with flood control and the spreadsheet was created in response to Commissioner Hartung's request.

Chief Moore provided a schedule of all the equipment the District owned and when it was expected each piece would need to be replaced. Originally they planned on replacing one Type 1 engine every year but he said they modified that policy to replacing two Type 1 engines every other year because that was more efficient. He noted they were contemplating adding one Type 1 engine and a ladder truck the following year.

He indicated they had been paying cash for all rolling stock items and had a large fleet in excess of 100 pieces of equipment.

Commissioner Hartung referenced the \$85,071.96 in emergency flood expenditures and said the Board should have a discussion about how much was the fire department's responsibility and how much should be reimbursed to them. He asked Chief Moore if they rotated older equipment to lower-volume fire stations. Chief Moore answered yes and added they typically put new engines in the busiest stations. He acknowledged there was an issue in stations 14 and 37 since there were only two pieces of equipment that fit in those bays, but otherwise they rotated equipment. After the equipment completed its front-line service, it was usually handed down to volunteer stations.

Chair Lucey pointed out several engines at the volunteer stations were from 1995 through 1997, making them outdated although they were low on miles. He asked how long it typically took equipment and utilities on engines to fail. Chief Moore replied they used the age of equipment as a financial planning tool but stated equipment could be retired after fifteen years or sometimes more. They reviewed the repair history and listened to their mechanic's advice to determine if a piece needed to be retired. He indicated over the prior five years the department auctioned off a number of pieces of equipment, some of them more than 25 years old. Responding to the Chairman's inquiries, Chief Moore stated the older models were being sold at auction and the revenue from those sales went into the general fund. He explained there was a capital fund to which they allocated funds based on need.

Commissioner Hartung emphasized a well-maintained piece of equipment could last beyond what some might consider a useful life. He noted some helicopters in use were military surplus and were safe to fly because of the military's great maintenance program. Chair Lucey agreed and said he wanted to maintain their current equipment to keep replacement costs down. He pointed out the proposed budget for equipment in Fiscal Year (FY) 2018-19 was \$1.7 million and \$2.4 million in FY 2019-20. Commissioner Hartung stressed the need for high-quality staff who could perform repairs on the equipment. Replying to Commissioner Berkbighler's question, Chief Moore indicated the new water truck was in Verdi though it needed a mobile radio.

Chief Moore introduced Chief Fiscal Officer for the Truckee Meadows Fire Protection District (TMFPD) Cindy Vance to discuss the proposed FY 2017-18 budget. A handout was distributed to the Board and placed on file with the Clerk. Ms. Vance indicated she would also do a full presentation of the proposed 2017-18 budget the following month. The schedule included actual costs from FY 2013 through 2017, as well as projections for the following three years. Based on trends, she expected taxes to increase by four percent through FY 2020-21 and intergovernmental revenues in the form of consolidated taxes by around three percent a year. The schedule included one-time financing sources such as money transferred from funds no longer in use and sales of capital assets, though she admitted there were no projections for those numbers. She stated salaries increased consistently by about three percent and health benefits, which

were expected to increase on January 1, 2018 by up to 20 percent. She pointed out health care costs were growing at significant rate and, since the department was expected to grow, the overall increases were projected to be 11 percent every year. She mentioned one new full-time position, the fuel management officer, was budgeted for the following year, as well as a Human Resources position that was filled in 2017 and would become full-time in 2018. She addressed a plan to fund a peak activity unit with additional staff which would be funded straight through overtime for FY 2018, at which point they would re-evaluate. This unit would be staffed for peak activity like severe weather, dangerous fire conditions, or special events. She stated \$750,000 was budgeted for overtime. She mentioned they did not take care of capital expenses through the general fund, but rather after the budget was determined, the remaining portion would be transferred to the capital account based on need.

Chief Moore repeated the intention to add one structure engine and one ladder truck since the County did not have one in its inventory. He noted there were more structures that would necessitate a ladder truck. He stated they anticipated relocating Station 37 because it was on a Special Use Permit (SUP) that would expire in 2018. Given the completion of the Route 580 connector, he expressed interest in relocating the station somewhere with access to the connector to get to the East Truckee Canyon more quickly. They planned to acquire land in 2018 to begin construction in FY 2018-19. He announced they were behind on the completion of Station 14. He noted they had the funds but were being cautious because the cost of construction had increased quite a bit. The construction documents were finished but the plan needed to go through the review process. Regarding regular fleet replacements, he expected District expenses and revenues to meet in such a way that it would not be possible to fund capital needs with cash as it had done since 2012. He suggested they could leverage large capital investments like fire stations through medium-term financing. He offered the possibility of doing that for all or a portion of Station 14 as well as for Station 37 in the following years. He expressed interest in continuing to pay cash for rolling stock items which had a life expectancy of around ten years. Since buildings had a life expectancy of 50 to 75 years, he opined stretching out the payments and asking future taxpayers to pay for them could be beneficial. He concluded the District did not have the cash capacity but would have the debt service capacity to fund as many as three additional fire stations in the following five to seven years.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that Agenda Item 9 be accepted.

**17-061F**      **AGENDA ITEM 10** Discussion and possible approval to authorize the Fire Chief to approve use of District funds to support 2017 Kids Fire Camp.

Fire Chief Charles Moore stated the District wanted to partner with the International Association of Firefighters (IAFF) Local 3895 on the camp. In the past the County had supported the camp with equipment but Chief Moore suggested supporting the endeavor financially since the camp proved to be a good program.

Fire Equipment Operator for the Truckee Meadows Fire Protection District (TMFPD) Scott Fenley requested 240 hours of administrative leave to cover the shifts of on-duty personnel. He indicated they had eight to ten firefighters and staff prepared to stay overnight to show a day in the life of a firefighter. The camp proved to be beneficial for less fortunate kids and those looking for direction in their lives. He indicated the administrative leave would be utilized to cover the shifts of those who stayed overnight. Both females on the District's crew were on the same shift so they requested at least 72 hours to cover them since girls at the camp stayed on a separate floor. The prior year the camp had six to eight girls and only one female attending them. He thanked the Commissioners and the District for their support and informed the Board the camp would be held from June 13 to June 15. He said they planned to have the Regional Aviation Enforcement Unit (RAVEN) helicopter visit on the first day and a Care Flight helicopter land on the second.

Commissioner Hartung expressed concern about giving away \$11,000 in taxpayer funds but offered \$5,500 of his district's funds and Chair Lucey agreed to offer another \$5,500 from his fund. Mr. Fenley thanked them and clarified the 240 hour request was a top-tier allotment but they might not use it all. Commissioner Hartung said they would still offer \$5,500 each and directed Mr. Fenley to speak with Chief Moore about allotting any leftover funds. Chair Lucey noted they would not approve the expenditure during the current meeting but it would be brought back to the Board for approval.

Mr. Fenley mentioned they were also trying to sponsor ten kids at \$99 per attendee in response to the flooding issues in the North Valleys. He remarked that Chief Moore had already volunteered to sponsor three kids himself. Those recipients would still need to go through the vetting process and produce a letter of recommendation. Chair Lucey offered to give additional money, and Commissioner Berkgigler offered to help as well. Commissioner Hartung suggested the total cost could be split among the Commissioners. Chair Lucey stated he was a huge advocate of the camp as a way to both utilize the park and to showcase the amazing talents of the TMFPD.

Commissioner Hartung revised his offer to \$5,500 and an additional \$500 to sponsor five children specifically from District 4 or Sparks. Commissioner Berkgigler offered to sponsor the remainder of the kids and stated it did not matter where her sponsored children were from. Commissioner Hartung suggested they could sponsor more than ten kids.

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

**17-062F**      **AGENDA ITEM 11**   Discussion and possible direction to staff regarding fuels management issues and future strategies.

Chief Moore stated it was time for the District to get more aggressive in terms of fuels management. He claimed the community was aware of the problem but did not know how to get rid of vegetative material. He said the two methods were to put it in a Waste Management (WM) can or to burn it, but he cautioned that burning came with inherent risk. He discussed some strategies: the fuels management officer could engage communities and write grants; the implementation of active fuels programs; a new chipper to chip large limbs; and the possibility of the District purchasing a burn box. The burn box worked as a bellows and was a safe way to dispose of vegetation. Another option was developing a global policy on open burning and being aggressive with the management of burn permits. He mentioned they issued 3,000 burn permits the previous burn season which was great in creating defensible space but also created some risk. He mentioned they had conducted programs like bio mass and curbside chipping and suggested possibly adding another drop-off point for vegetative material. He said he intended to allocate resources in the following year's budget to take steps towards a comprehensive program.

Commissioner Berkbigler asked if they were still doing the ash can program and Chief Moore confirmed they were. Commissioner Berkbigler stressed the County had not yet signed the WM contract and it would be discussed at the following week's meeting. Commissioner Hartung suggested renaming the ash can program to include disposal of oily rags because ash cans could be used for that purpose as well. Chair Lucey said the Galena Forest area was heavily impacted by fuels management; Arrowcreek had brought forward a fuels management program. He stressed they needed to consider issues of fuels management in those areas specifically. He said one resident could not put out bags of pine needles for pickup and chose to burn them instead, nearly causing a major catastrophe. He asked that fuels management be made a priority.

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 11 be approved.

**17-063F**      **AGENDA ITEM 12**   Approval of a two year Interlocal Contract between Truckee Meadows Fire Protection District and the State of Nevada acting by and through the Nevada Division of Forestry Department of Conservation and Natural Resources in the amount of \$180,000 per fiscal year, not to exceed \$360,000 for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents.

Fire Chief Charles Moore stated the Interlocal Contract was very good for the District because the National Division of Forestry (NDF) reimbursed the District for its costs in suppressing wildland fire. Knowing their costs would not exceed \$180,000 in a fiscal year provided the District with financial predictability and he strongly recommended the Board to approve the contract.

Commissioner Hartung asked what the cost of this measure had been in previous years, to which Chief Moore replied there had been no increases in the cost for the program since 2013.

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 12 be approved. The Interlocal Contract is attached hereto and made a part of the minutes thereof.

**17-064F**      **AGENDA ITEM 13** Approve the purchase of forty (40) P25 compliant 800 MHz hand held radios to include miscellaneous accessories at an estimated cost of \$141,169.16 from Daily-Wells Communications Inc., 3440 E. Houston Street, San Antonio, Texas 78219 utilizing NASPO Contract 06913 as allowed by NRS 332.195 - Joinder or mutual use of contracts by governmental entities.

Chief Moore indicated this item was on the agenda only because it involved an amount greater than \$100,000.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 13 be approved.

**17-065F**      **AGENDA ITEM 14** Discussion and direction to staff regarding 2017 Nevada Legislative Session and other legislative issues proposed by legislators, or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Truckee Meadows Fire Protection District.

Fire Chief Charles Moore had nothing to report.

There was no public comment on this item.

**17-066F**      **AGENDA ITEM 15** Commissioners'/Fire Chief'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).

Fire Chief Charles Moore had no additional announcements. Commissioner Herman requested a report about how they would improve the Warm Springs fire station since that area was some distance from the nearest fire station. Chair Lucey repeated his request to have further discussion about burn permits and fuels management in the Galena Forest area.



**17-067F      AGENDA ITEM 16** Possible Closed Session for the purpose of discussing labor issues with Truckee Meadows Fire Protection District per NRS 288.220.

Fire Chief Charles Moore announced staff recommended the Board make a motion to enter into a closed session for the purpose of labor discussions. Deputy District Attorney David Watts-Vial stated the motion could be made to go into closed session following the conclusion of the Board of County Commissioners meeting.

There was no public comment on this item.

**10:00 a.m.** On motion by Commissioner Hartung, seconded by Commissioner Berkgigler, which motion duly carried, it was ordered that the meeting recess to a closed session following the conclusion of the Board of County Commissioner meeting for the purpose of discussing with management representatives labor matters and negotiations.

**17-068F      AGENDA ITEM 17** Public Comment.

On the call for public comment, Sam Dehne spoke about Reno Mayor Hillary Schieve, Tesla, Google, and the International Guard.

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**10:04 p.m.** Deputy District Attorney David Watts-Vial indicated the meeting would recess until the completion of the closed session and Chair Lucey obliged.

**12:25 p.m.** There being no further business to discuss, the meeting was adjourned without objection.

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**BOB LUCEY**, Chair  
Truckee Meadows Fire  
Protection District

ATTEST:

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

*Minutes Prepared By:  
Derek Sonderfan, Deputy County Clerk*

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Department of Conservation and Natural Resources  
Nevada Division of Forestry  
2478 Fairview Drive, Carson City, Nevada 89701  
Phone (775) 684-2500 – Fax (775) 684-2570

And

Truckee Meadows Fire Protection District  
PO Box 11130, Reno, NV 89520  
Phone 775-326-6000

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2017 to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

11-0631



7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of \$180,000 for State Fiscal Year 2018 and \$180,000 for State Fiscal Year 2019, not to exceed \$360,000 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State employed attorneys and County employed attorneys.

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

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



13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

**FOR TRUCKEE MEADOWS FIRE  
PROTECTION DISTRICT**

**FOR DCNR and DIVISION (STATE)**

  
\_\_\_\_\_  
Bob Luley, Chair, Board of Fire Commissioners Date

\_\_\_\_\_  
Joe Freeland, State Forester/Firewarden Date

  
\_\_\_\_\_  
Charles Moore, Fire Chief Date

\_\_\_\_\_  
Bradley Crowell, Director, DCNR Date

Attest:

  
\_\_\_\_\_  
Nancy Parent, County Clerk Date

Approved as to form by:

  
\_\_\_\_\_  
David Wafis-Vial, District Attorney Date

Approved as to form by:

\_\_\_\_\_  
Bryan Stockton, Deputy Attorney General for  
Attorney General, State of Nevada Date

APPROVED BY BOARD OF EXAMINERS:

\_\_\_\_\_  
Signature – Nevada State Board of Examiners Date



**Attachment A**  
**WILDLAND FIRE PROTECTION PROGRAM**  
**SCOPE of WORK**

**I. IDENTIFICATION OF ENTITIES**

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. Truckee Meadows Fire Protection District, is a political subdivision of the State of Nevada (hereinafter "DISTRICT");

**II. RECITALS**

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the DISTRICT is authorized to serve its community in many different ways, including emergency situation management such as fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the DISTRICT to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the DISTRICT desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the DISTRICT recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the DISTRICT as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role, yet remain available to assist in other Incident Command System (ICS) roles upon request and;

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the DISTRICT has requested to participate in the DIVISION Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the DISTRICT;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter "NWCG Glossary");

WHEREAS, all incident business shall be conducted in accordance with the NWCG Interagency Incident Business Management Handbook (hereinafter "IIBMH");

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

### **III. TERMS**

#### **A. Location**

The DISTRICT will provide the DIVISION an accurate map of the current jurisdictional boundaries the DISTRICT enrolled in the WFPP.

#### **B. Payment**

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, or as authorized by the DIVISION Regional Duty Officer due to the accelerated complexity of the incident. The DIVISION will pay qualifying wildland fire suppression expenses to (or for) the participating DISTRICT jurisdiction in the WFPP.

##### **1. Qualifying Expenses**

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31<sup>st</sup> each year, of the jurisdiction) commensurate with values at risk,



for wildland fire suppression and support resources engaged in wildland fire suppression within the DISTRICT jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the IIBMH.

- Assistance By Hire (ABH) resources, including aviation and hand crew resources, when all initial attack suppression forces have been exhausted. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency's direct protection area shall be Assistance By Hire.
- Extended Attack resources (Assistance by Hire), services and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch personnel and services
- Fire suppression damage repair.

## 2. Excluded Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24 hour mutual aid period.
- DISTRICT equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in "mutual aid" to DISTRICT.
- "Profit" and Administrative fees.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- DISTRICT Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns that were initiated by the DISTRICT and violated the terms and conditions of the burn plan, whether intentionally or not.



### 3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The DISTRICT should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

#### **C. Annual Planning Meeting**

Annually, representatives of the DIVISION, the DISTRICT, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP and set rates for personnel and equipment. The DIVISION will arrange the date and location for the meeting each year.

#### **D. Delegation of Authority**

The DISTRICT extends a “blanket” delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the DISTRICT’s jurisdiction. For emergency activities, a formal delegation of authority by the DISTRICT may be created and administered to the DIVISION at the discretion of the DISTRICT.

#### **E. Use of Incident Management Teams**

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an Agency Administrator on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

The DISTRICT may request the DIVISION to assist with “all-hazard” incidents as needed and within the scope and qualifications of DIVISION resources, based upon DIVISION availability.

#### **F. Organizing, Equipping, and Training**

The DISTRICT will cooperate in the training, equipping and maintaining of wildland firefighting forces in the DISTRICT.

The DIVISION will assist the DISTRICT in the organizing and training of DISTRICT and cooperator forces to detect, contain and extinguish wildland fires, at no charge.

## **G. Wildfire Pre-Suppression**

The DIVISION will provide, at the DISTRICT'S request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the DISTRICT'S request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the DISTRICT will collaborate on a wildland fire prevention program that includes a common message.

## **H. Wildfire Suppression**

The DIVISION and the DISTRICT will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. The DIVISION will pay DISTRICT volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the DISTRICT.

## **I. Reporting/Notification**

The DISTRICT will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction that may require DIVISION assistance at time of size up or as soon as reasonably possible.

## **J. Prescribed Burning**

The DIVISION and the DISTRICT will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the DISTRICT based upon availability. Prescribed burning costs are not eligible for reimbursement under the WFPP.

## **K. Review Committee**

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the DISTRICT which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.



## **L. Reimbursement/Payment**

The DIVISION will provide reimbursement to the DISTRICT, or provide for direct payment of approved costs to Federal Agencies and other vendors.

The DIVISION will provide a template/process for billing eligible DISTRICT costs to the Wildland Fire Protection Program.

1. Billing invoice requirements:
  - a. One incident per invoice;
  - b. Incident name;
  - c. Incident start date;
  - d. Incident number (State and Federal);
  - e. Contact point for questions;
  - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The DISTRICT will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the DISTRICT within 30 days of the fire being declared out. The DISTRICT will track resources and costs associated with wildland fires.

## **M. Non-Wildland Fire Emergency Assistance**

The DIVISION will provide to the DISTRICT participating in the WFPP, assistance without cost (subject to availability) requested by the DISTRICT for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment, when such needs exceed the resource capability of the DISTRICT as determined by the State Forester Firewarden or designee.

## **N. Cost Share Agreements**

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require a cost share agreement between agencies/jurisdictions. The DIVISION will assume an active role in the development of the cost share agreement and must

ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

#### **O. Fire Investigations**

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The DISTRICT shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. The DIVISION has the ability to seek cost recovery actions on known human caused fires. To the extent permitted by State law, the DISTRICT will provide investigation files relative to the fire to the DIVISION.