

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

TUESDAY

9:00 a.m.

MAY 16, 2017

PRESENT:

Bob Lucey, Chair
Marsha Berkbigler, Vice Chair
Vaughn Hartung, Commissioner

Jan Galassini, Chief Deputy County Clerk
David Watts-Vial, Legal Counsel
Charles Moore, Fire Chief

ABSENT:

Kitty Jung, Commissioner
Jeanne Herman, Commissioner

The Board convened at 9:07 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:

17-071F AGENDA ITEM 3 Public Comment.

Patrick McLaughlin asked about the level of paramedic service that would be available given the closing of a nearby fire station which had been 3.3 miles from his house. The new station was 6.2 miles away and he reported there were occasions when Station #35 was not staffed. He requested Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore hold another town hall meeting and he invited Chair Lucey to attend. He wondered when his questions would be answered. Chair Lucey responded the Board could not answer questions at the meeting but he directed staff to meet with Mr. McLaughlin after the meeting.

Roger Puccinelli asked for an update about Chief Moore's progress on the topic of mutual aid. At the February meeting, Chief Moore said the nearest fire station to Mr. Puccinelli's house was far away with no freeway access. Mr. Puccinelli said they made that drive in 12 minutes but alleged the County took 46 minutes to arrive responding to his call. He asked the Board put fire protection ahead of other issues.

Scott Farrell stated Mr. McLaughlin asked his question and he had nothing further to add.

Ed Pitchford claimed many Verdi residents felt they did not have adequate fire protection. He pointed out Verdi lost 25 volunteers and alleged Galena and Gerlach also lost volunteers. He said there were no volunteers in Verdi and, while there were four

fire vehicles, there was nobody to drive them. He commented response time had gone up as had insurance rates. He brought up a petition signed by more than 300 Verdi residents asking for certain things in the budget. He alleged there was no justification for the Hidden Valley fire station to be moved and requested the Board consider providing a fire station in Verdi before moving an operational fire station. He requested they put the topic on the June agenda.

Michael Widmer, a semi-retired employee with the Washoe County Department of Water Resources, stated he was outside on August 2, 2016 when his neighbor's house went up in flames. He said while deciding whether to evacuate, he witnessed inadequate firefighting. He felt if his house caught fire it would burn to the ground and said he felt the residents of Verdi were being ignored. He sought leadership from the Board.

Rich Loverde mentioned at a Verdi community meeting he asked what would be done immediately to help the residents of Verdi. He had requested a written fire plan to prevent future disasters such as the Puccinelli fire but heard no response. He requested a documented plan.

Carly Borchard said she was a member of the West Truckee Meadows/Verdi Township Citizen Advisory Board (CAB) as well as the City of Reno Neighborhood Advisory Board (NAB). She stressed fire protection was very important to Verdi residents especially considering the development planned through the City of Reno. She claimed population was projected to double yet insufficient infrastructure was in place. She opined the County's fire service had to be up to par since she felt the Reno Fire Department could not properly protect its population. She requested they retain the closed Verdi fire station's land for future use.

17-072F **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 announced construction on station 14 would begin in July, 2017 and they would know the guaranteed maximum price from the contractor around mid-June. He anticipated a 10 or 11 month construction period. He stated there was a segment missing in the Verdi fire report about the Truckee Meadows Fire Protection District's (TMFPD) global response to rural fire, so he returned it for completion and hoped to bring it to the board in June. He mentioned the key issue was whether the fire department's response was material to the outcome of fire. He said by the time they arrived to the Verdi home there was substantial fire involvement and it would be important for the Verdi community to understand what fire services they had. Finally, Chief Moore read a letter from Curtis and Liz Weishahn which was placed on file with the Clerk. He noted he would bring back the donation mentioned in the Weishahn's letter to the Board as an action item at the June meeting.

Commissioner Berkgigler asked if the Verdi study would present information about how to address the concerns of Verdi citizens. Chief Moore responded that information would be best given at a community meeting since the study would focus on whether the fire department's performance was material to the outcome of the fire and the department's global capability with respect to rural fire protection. He felt the issue in Verdi was due to water resource problems and not the proximity to the fire.

Answering Commissioner Berkgigler's question about the volunteer fire station, Chair Moore said the County owned it but there were complications in rebuilding it. The historical society wanted to take ownership of the schoolhouse which was on the same lot as the station. Chair Lucey suggested bringing back the topic at a different meeting since it was not on the day's agenda. Commissioner Berkgigler agreed and asked that it be brought back at a later time for discussion.

Commissioner Hartung asked Chief Moore to present the historic numbers of fire and Emergency Medical Services (EMS) calls out of Verdi to determine if a career station was warranted. He remarked there was a desire for a full-time station in Wadsworth but the number of calls did not justify one. He commented the mutual aid agreement was waiting for the City of Reno's ratification and it had already been signed by the City of Sparks. He wondered what the timeline for the development of proper infrastructure would be if the City of Reno approved subdivisions in the Verdi area.

Chair Lucey directed Chief Moore to notify him if a community meeting was scheduled so he could attend. He promoted a wildfire awareness meeting on Sunday May 21, 2017 from noon to 2 p.m.

CONSENT ITEMS

- 17-073F** **5A** Approval of minutes from the April 18, 2017 meeting.
- 17-074F** **5B** Discussion and possible approval of an Interlocal Agreement – Washoe County Sheriff Raven Helicopter Program and the Truckee Meadows Fire Protection District [\$65,000] for the provision, when requested of a helicopter or other aircraft and personnel and to approve reimbursement for services rendered throughout the year by the Washoe County Sheriff's Office to be paid in accordance with the Interlocal Agreement.
- 17-075F** **5C** Approval of a Cooperative Agreement and corresponding Annual Operating Plan between the Truckee Meadows Fire Protection District and the Storey County Fire Department.
- 17-076F** **5D** Approve a Water Rights Deed between Truckee Meadows Fire Protection District as Grantor and the Truckee Meadows Water Authority, as Grantee in support of new water service to Truckee Meadows Fire Station 14 located at 470 Foothill Road.

17-077F **5E** Discussion and possible approval to amend certain articles to the Truckee Meadows Chief Officers Association Collective Bargaining Agreement to include the position of Division Chief Effective May 16, 2017.

17-078F **5F** Accept donation of a Panasonic 50" monitor with an estimated value of \$500 from the Nevada Department of Education in support of the Truckee Meadows Fire Protection District Lemmon Valley Volunteer Fire Station #223 and to express appreciation for the thoughtful contribution.

17-079F **5G** Accept a monetary donation in the amount of \$700 from Marsha Berkbigler, \$500 from Vaughn Hartung, \$500 from Jeanne Herman, \$300 from Charles Moore, and \$99 from Thomas and Jaqueline Daly in support of and on behalf of the Truckee Meadows Firefighters Association Local 3895 to fund scholarships for children ages 11-14 throughout our community to attend the 2017 Fire Kids Camp, and to express sincere appreciation for the thoughtful contribution.

Fire Chief Charles Moore asked to pull Agenda Item 5H from the consent items for further clarification. Commissioner Berkbigler read the donations, Agenda Items 5F and 5G.

There was no response to the call for public comment.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that the Consent Agenda Items 5A through 5G be approved. Any and all Resolutions or Interlocal Agreements pertinent to Consent Agenda Items 5A through 5G are attached hereto and made a part of the minutes thereof.

17-080F **5H** Accept a monetary donation in the amount of \$5,500 from Vaughn Hartung and \$5,500 from Bob Lucey to fund overtime for Truckee Meadows Fire Protection District employees to participate in the 2017 Fire Kids Camp, and to express sincere appreciation for the thoughtful contribution.

Chief Moore clarified the two donations in Agenda Item 5H were coming from Chair Lucey and Commissioner Hartung's discretionary funds from the County, not from their personal accounts. He stated the staff report did not make that clear. Chair Lucey confirmed the donations were coming from their discretionary accounts.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that the Agenda Item 5H be accepted.

17-081F AGENDA ITEM 6 I.A.F.F. Local 3895 Report

Chair Lucey announced there were no representatives from the International Association of Fire Fighters (IAFF) Local 3895 present to give a report.

**17-082F AGENDA ITEM 7 Promotional Announcement
Division Chief Joe Kammann**

Fire Chief Charles Moore announced the promotion of Joe Kammann from Captain to Division Chief of Emergency Medical Services (EMS). He praised Mr. Kammann's paramedic abilities and stated the department received more compliments on their ability to deliver medical services than any other service they provided. Mr. Kammann's wife Heather pinned the new badge on him and Chair Lucey congratulated him on the promotion.

**17-083F AGENDA ITEM 8 A. Discussion and possible direction to staff on the
Fire Chief Report to include the following items related to fire district
operations:**

1. Volunteer Program Update
 2. Update on Division and Deputy Chief selection
 3. Fuels Management Update
 4. Presentation on District's use of Drones
 5. Burn Permit Update
- B. Career Statistics and Report for February and March 2017
C. Volunteer Statistics and Report for February and March 2017

Fire Chief Charles Moore stated by the end of June he hoped to have close to 100 volunteers. He noted they had promoted Joe Kammann to Division Chief of Emergency Medical Services (EMS) and announced they had selected Matt Loughran as Division Chief of Fire Training. He praised the reputation Mr. Blocker received throughout the country. Since the Truckee Meadows Fire Protection District (TMFPD) had not intended to hire two Division Chiefs, they intended to forego the position of Fuels Management Officer. He noted staff indicated they wanted to support the training program on both the volunteer and the career side. He mentioned they had not yet found a candidate for Deputy Chief and they would be restarting the search in June.

Chief Moore introduced his vision of creating a transfer station for vegetative waste since one already existed for cardboard, aluminum, and plastic. He claimed there were many burn permits requested and each one represented a fire risk to the community. He said four controlled fires escaped their confines during the year but fortunately none escalated to a severe fire. He noted the Little Valley Fire began as a controlled burn performed by professionals. He said the strategy was to reduce the number of burn permits issued and give residents a chance to dispose of vegetative waste by means other than filling a Waste Management (WM) garbage can. Pending the ability to find suitable land, the District would compost, chip, and burn all vegetation; WM agreed to partner with the District on the project. He noted it would require a Special Use

Permit (SUP), but they already had a chipper and had funds allocated for a burn box. Firefighters would then do the burning rather than citizens. He hoped to see one transfer station in the North Valleys in late fall and, if successful, they could try something similar in the south.

Commissioner Hartung mentioned he had a working relationship with a family in Spanish Springs that took clean yard waste from residents and owned a commercial chipper. He offered to introduce them to the County to discuss a potential partnership. Chair Lucey suggested Commissioner Hartung and Chief Moore speak after the meeting.

Commissioner Berkbigler cited the staff report and asked if the six Verdi volunteers actually lived in Verdi. Chief Moore replied only one or two volunteers lived in Verdi and commented it was a challenge in any community to find volunteers who lived in the area. He said the strategy for utilizing volunteers would be to place them preemptively when weather events approached.

Chief Moore said he would postpone the presentation on drones for another meeting.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioners Jung and Hartung absent, it was ordered that Agenda Item 8 be accepted.

17-084F **AGENDA ITEM 9** Discussion and possible approval to create one additional Fire Division Chief position and to update the Districts current staffing plan/organizational to reflect the additional position.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 9 be approved and updated.

17-085F **AGENDA ITEM 10** Discussion and possible approval to authorize staff to issue a request for debt financing for Station 14.

Fire Chief Charles Moore stated the District had \$6 million in cash to build Station 14 but had discussed internally whether to spend all \$6 million or hold some back for future capital expenditures. He projected the District would not have cash to build future stations. He explained they had to move Station 37 because the Special Use Permit (SUP) it utilized was expiring in 2018. Additionally they would need capital for rolling stock and facilities. Because they would not have funds for a potential large capital project, he recommended researching a way to leverage financing in the future.

He was researching the cost of full or partial funding for Station 14 and would present that to the Board for discussion at a later date.

Chair Lucey clarified the motion was not to recommend financing but merely to look into the possibilities. Commissioner Hartung asked how those projects would be financed, to which Chief Moore responded bonds were a possibility but it would more likely be medium-term financing. Chief Moore suggested two options were obtaining 10-year term funding or financing only some of the station costs.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 10 be approved and authorized.

17-086F **AGENDA ITEM 11** Discussion and possible approval to re-assign a Water Tender project to an HGAC (or similar)-approved vendor in accordance with HGAC-contract pricing, in an amount of \$222,474 per unit.

Fire Chief Charles Moore stated the District had issued Request for Proposals (RFPs) to Burton's Fire, Inc., but the company had not performed as per the RFP. He alleged the company pushed a project back several months and the Truckee Meadows Fire Protection District (TMFPD) did not have confidence the vendor would execute the RFP as envisioned. He requested the District have the ability to exercise their rights as outlined in the RFP and reassign the contract to another vendor.

Answering Commissioner Hartung's query, Chief Moore indicated the difference between a water tender and a water truck a construction company might use was the fire pump. Water trucks did not typically deliver the volume or pressure of water needed, and they did not contain proper compartment space, emergency lighting, or meet National Fire Protection Association (NFPA) requirements. Commissioner Hartung said those differences answered the question of why the District could not use commercial water trucks.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 11 be approved.

17-087F **AGENDA ITEM 12** 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 stated he had nothing to report.

There was no public comment on this item.

PUBLIC HEARINGS – 13 & 14

17-088F **AGENDA ITEM 13** Discussion and action on the Sierra Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2017-18. This item may be continued to Tuesday, May 23, 2017 at 9:00 AM.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of the final budget. There being no response, the hearing was closed.

Fire Chief Charles Moore commented that, even though the Sierra Fire Protection District no longer existed, the state required an accounting of how any funds from the prior year were disbursed. It would result in the adoption of a budget of \$0.

Chief Financial Officer (CFO) for the Truckee Meadows Fire Protection District (TMFPD) Cindy Vance agreed with Chief Moore's assertion. She noted they would also have to file a zero budget the following year because there was activity as of July 1, 2017 to transfer funds to the TMFPD.

There was no public comment on this item.

On motion by Commissioner Berkbighler, seconded by Commissioner Hartung, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 13 be adopted.

17-089F **AGENDA ITEM 14** Discussion and action on the Truckee Meadows Fire Protection District Tentative Budget, as well as possible changes to the adoption of the Final Budget for Fiscal Year 2017-18. This item may be continued on Tuesday, May 23, 2017 at 9:00 AM.

The Chair opened the public hearing by calling on anyone wishing to speak for or against adoption of the final budget. There being no response, the hearing was closed.

Chief Financial Officer (CFO) for the Truckee Meadows Fire Protection District (TMFPD) Cindy Vance conducted a Powerpoint presentation with the following slides: Funds FY17/18; General Fund Overview – FY17/18; Revenues FY17/18; General Fund Overview – FY17/18 (two slides); Final Budget – 17/18; Expenses FY 17/18; General Fund FY – 17/18; Proposed Staffing Levels – FY 17/18 (six slides); Capital Projects Fund – 16/17; Capital Outlay FY 17/18, Emergency Fund – 17/18; Other Funds – 17/18; and Conclusion – 17/18. She noted the services and supplies in the capital outlay category included fire masks, hydrant and hose supplies, and radios. She stated the fund put aside for anticipated retirements had a balance of around \$1.9 million in compensated absences accrued.

Chair Lucey commented through cost efficiencies initiated by Chief Moore and the District, they had been able to repurpose staff and maintain expenses at a manageable level. He speculated even though revenues were increasing, they were not sufficient to meet the needs of the District. He indicated that, while the County received tax revenue from all citizens whether residents of the City of Reno or unincorporated County lands, the TMFPD was funded only from unincorporated citizens. He urged Board members that served on regional boards to continue to fight against annexation for that reason.

Responding to Commissioner Hartung's question, Ms. Vance said Dena Wiggins was approved and hired as the department Human Resources (HR) specialist in November 2016. Chief Moore clarified the TMFPD's HR administrator helped with hiring processes, resolving grievances, and addressing employee questions about benefits and health insurance. The District relied on County HR for larger things like labor negotiations but their department administrator handled day-to-day issues.

Commissioner Hartung asked where the new budgeted ambulance would be placed, to which Chief Moore responded it would replace the ambulance at Station 30. He reminded the Board that the Regional Emergency Medical Services Authority (REMSA) authorized the TMFPD to respond to calls south of Bellevue Road. When asked by Commissioner Hartung whether the District would be reimbursed as REMSA was, Chief Moore indicated they could bill for services and he would present a recommendation to the Board of appropriate fees to charge. Chief Moore indicated paramedics and firefighters would both operate the ambulance. He responded to Commissioner Hartung's query that their engine would be taken out of service but it had been called upon very infrequently. He stressed the importance of citizens not having to wait for REMSA. Commissioner Hartung urged the District to push for reimbursement for services rendered since many calls were being made by people with insurance and by residents who were not indigent.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioners Jung and Herman absent, it was ordered that Agenda Item 14 be adopted.

17-090F AGENDA ITEM 15 Announcements/Reports.

Commissioner Hartung requested the issue of ambulance cost recovery be put on the dashboard. Prompted by Chair Lucey's reminder, Commissioner Hartung indicated he would discuss with Chief Moore the possibility of partnering with his contacts regarding yard waste disposal.

Commissioner Berkbigler asked for clarification of what would happen to the 21 percent ending fund balance if the State changed it to 13 percent, which was still possible given some pending legislation. She anticipated that issue being clearer by June.

17-091F AGENDA ITEM 16 Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.

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

Deputy District Attorney David Watts-Vial suggested the Chair could call final public comment if desired and then reconvene after the closed session.

17-092F AGENDA ITEM 17 Public Comment.

Jim Sievers expressed surprise that in the Fiscal Year (FY) 2017/18 budget, money was set aside for a new Hidden Valley fire station despite not hearing any complaints about fire protection there. He expressed disappointment that Verdi's water tenders could be delayed. He noted he did not see fire station 351 listed online as a viable station despite having been told in November by Chief Moore he would list it as such.

Sam Dehne spoke about Reno Fire Chief Dave Cochran, Truckee Meadows Fire Protection District (TMFPD) Fire Chief Charles Moore, and firefighting C130 cargo planes.

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10:16 a.m. Chair Lucey recessed the meeting until the completion of the closed session.

1:18 p.m. There being no further business to discuss, the meeting was adjourned without objection.

BOB LUCEY, Chair
Truckee Meadows Fire
Protection District

ATTEST:

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

Minutes Prepared By:
Derek Sonderfan, Deputy County Clerk

INTERLOCAL AGREEMENT
WASHOE COUNTY SHERIFF RAVEN HELICOPTER PROGRAM
AND THE
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD",

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire District is responsible for wildland fire monitoring and suppression within their areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire District can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the TMFPD desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire District's, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire District's respective lands all pose fire dangers at times and, therefore, the Fire District agrees to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

1. **TERM**: This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2018.
2. **TERMINATION**: Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fails to cure the default

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within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT
AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, to TMFPD a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of TMFPD for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically otherwise provided in this Agreement, the duties and obligations of TMFPD and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to TMFPD during the Fire Season.
2. The helicopter provided shall be configured as follows:
 - a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:
 - 10 seats, including pilot;
 - 2,500 pound card weight capacity; and
 - 300 gallons of water capacity.
 - b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.
3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.
4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service, hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."
5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsible to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify TMFPD of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to TMFPD during the term of this Agreement and allow TMFPD representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on TMFPD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by TMFPD and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on TMFPD to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. When TMFPD requests the use of a Helicopter it shall provide a helicopter manager, either a Qualified TMFPD employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If TMFPD is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the helicopter Manager, if provided by WCSO, shall be borne by TMFPD.

B. Operations

1. TMFPD shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. If no TMFPD helicopter manager is available for response, the WCSO shall provide the helicopter manager. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although TMFPD may select a helicopter manager based on its own selection criteria, the TMFPD will consult with the WCSO regarding the Selection.

2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. TMFPD may, at its, option designate alternate bases for temporary operation. TMFPD shall be responsible for the cost of flight time to and from the alternate base so designated.

3. TMFPD may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by TMFPD of the WCSO personnel and equipment designated in this Agreement pursuant to those

agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Chief Deputy of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a TMFPD request for a fire monitoring or suppression mission due to being utilized by another agency for fire monitoring or suppression, it will be the responsibility of the TMFPD and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the TMFPD responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the TMFPD requesting such equipment's dispatch.
- b. Standby Time: The helicopter will be available four (4) days per week, ten (10) hours per day. The duty hours will be coordinated with TMFPD to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the TMFPD requesting such dispatch. For "Red Flag" days that fall outside of a designated four (4) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall"

shall mean the pilot is being recalled from an off-duty status and will respond to the hanger. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.

- d. Time Schedules: TMFPD and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.

2. The WCSO shall provide immediate notification to TMFPD Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.

3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.

4. The WCSO may, at its sole discretion, when so requested by TMFPD, make an additional helicopter (OH-58) available to TMFPD for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. TMFPD may, at their discretion, request such additional aircraft on a call-when-needed basis when TMFPD's incident commanders request additional firefighting resources. TMFPD shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.

5. When TMFPD request's the availability of an observation helicopter and it is made available by the WCSO, TMFPD acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by the USFS or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO's aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of TMFPD and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. TMFPD shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of

the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by TMFPD of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a TMFPD approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for TMFPD, and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:'

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At TMFPD request, the WCSO personnel who participate in a response will attend any TMFPD meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement:

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, TMFPD will provide advance funding to the WCSO as follows:

- a. The TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of TMFPD is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: TMFPD does not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a TMFPD, TMFPD is solely responsible to reimburse the WCSO as follows:

- a. \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- b. \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of TMFPD, or is requested by TMFPD to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, TMFPD shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by TMFPD. TMFPD shall pay \$100 per hour of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of TMFPD, TMFPD is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When TMFPD request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "standby" with a pager), TMFPD shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." TMFPD must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. TMFPD shall pay¾ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate

aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.

- d. TMFPD may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.
- e. If a fuel truck is requested by TMFPD to respond to a fire, the requesting TMFPD is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. TMFPD shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to TMFPD in which the fuel truck is requested, the rates in this paragraph apply. These rates include fuel.
- f. If TMFPD is unable to provide a helicopter manager and WCSO provides one, TMFPD shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to TMFPD when requested of the WCSO Finance Liaison Officer.
- h. TMFPD shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** TMFPD Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and TMFPD shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and TMFPD shall be responsible for management of and the costs associated with TMFPD employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar

in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. **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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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 Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

9. **LIABILITY OF PARTICIPATING AGENCIES**

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each Party agrees to indemnify, hold harmless and defend the other Party, its officers, employees and

agents 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 act or omissions of the Party, its officers, employees and agents arising out of the performance of this Agreement. Each Party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

- B. Each participating Party shall be responsible for, and the other Party shall have no obligations with respect to the following:
1. Withholding income taxes, FICA or any other taxes or fees
 2. Industrial insurance
 3. Participation in any group insurance plans available to employees
 4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
 5. Accumulation of vacation leave or sick leave
 6. Unemployment compensation coverage provided by the participating agencies
- C. INDEMNIFICATION. Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the Parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither Party waives any right or defense to indemnification that may exist in law or equity. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each will assert the defense of sovereign immunity as appropriate in all cases. Each Party's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.
- D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement to include damages arising from mechanical or other defects with the equipment or vehicles. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

13. **FUNDING-OUT CLAUSE:** TMFPD reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If TMFPD does not allocate funds to continue the function performed by the WCSO under this Agreement, this Agreement shall be terminated when appropriated funds expire, without penalty, charge or sanction to TMFPD.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Bob Lucey, Chair

Date: _____

ATTEST:

County Clerk

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS

By: _____
Bob Lucey, Chair

Date: 5/16/17

ATTEST:

County Clerk

**Cooperative Agreement Between
Truckee Meadows Fire Protection District and
Storey County Fire District**

◇

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself (TMFPD), and Storey County Fire District (SCFD), both of which are fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

WHEREAS, each of the above-named entities maintains and operates fire/rescue organizations within their respective jurisdictions; and,

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

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

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

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

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

- a. **Agency Representative** - This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
- b. **Annual Operating Plan** - The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
- c. **Assistance by Hire** - Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.
- d. **Automatic Aid** - Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.

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- e. Mutual Aid – Mutual aid may be provided in the event of a specific request for assistance as set forth below.
 - f. Requesting Agency - The agency which experiences an incident in which assistance, whether mutual aid or automatic aid, is sought shall be known herein as the Requesting Agency.
 - g. Responding Agency - The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.
2. **Request for Mutual Aid.** When it is believed that mutual aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
 3. **Mutual Aid Resource Determination.** The Battalion Chief for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.
 4. **Automatic Aid.** The parameters of Automatic Aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
 5. **Communications.** In both mutual and automatic aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.
 6. **Incident Management.** Any mutual or automatic aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.
 7. **Mutual/Automatic Aid.** Mutual Aid and Automatic Aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty- four hours will be considered assistance by hire.

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

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

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

- 14. Hold Harmless.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 15. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.
- 16. Integration and Modification.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 17. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement
- 18. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.
- 19. Public Records.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 20. Proper Authority.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this

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

21. **Governing law; Jurisdiction.** This Agreement is entered into in the State of Nevada and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
22. **Ratification.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for five years from the last signature placed hereon, unless revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
23. **Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the Storey County Fire District fire board and the fire board of both the Truckee Meadows
24. **Termination.** The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired.
25. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District

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

Storey County Fire District

Jeff Nevin, Fire Chief
PO Box 603
Virginia City, NV 89440

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

IN WITNESS THEREOF, the parties hereto have approved this Cooperative Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

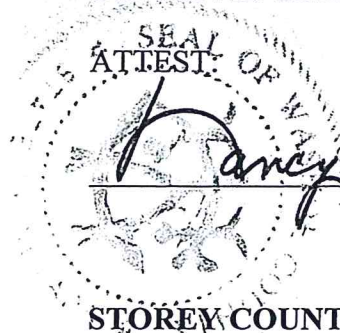
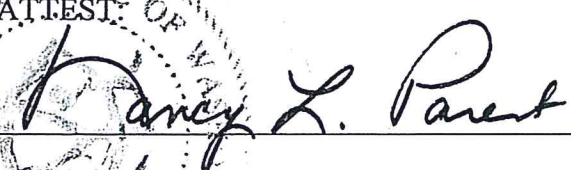
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT



BOB LUCEY, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

5/16/17

DATE


ATTEST: 

Nancy L. Parent
STOREY COUNTY FIRE DISTRICT

MARSHALL MCBRIDE
Storey County Fire District
Board of Fire Commissioners

DATE

ATTEST:

Storey County Clerk