

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

TUESDAY

9:00 a.m.

JULY 18, 2017

PRESENT:

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

Nancy Parent, County Clerk
David Watts-Vial, Deputy District Attorney
Charles Moore, Fire Chief

ABSENT:

Kitty Jung, Commissioner

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:

17-115F AGENDA ITEM 3 Public Comment.

Mr. Ed Pitchford provided a handout which was distributed to the Board and placed on file with the Clerk. He expressed frustration at the feedback received from the Board regarding Verdi fire protection and stated there had only been only one meeting with Fire Chief Charles Moore. He requested feedback on his previous suggestion to use the company Rain for Rent to place 42,000 gallon water tanks in rural areas. He felt the budget focused too much on new equipment and did not address the need for additional manpower, especially at Station 351.

Mr. Cliff Low requested Agenda Item 5B be pulled from the consent agenda so there could be discussion on it.

17-116F 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 highlighted Agenda Item 5C, which cancelled the August 15 Board of Fire Commissioners meeting. Commissioner Herman repeated a \$5,000 offer she made at the previous Board of County Commissioner meeting for water tanks from Rain for Rent.

Commissioner Hartung stated a Spanish Springs resident tried to get an ash can but his fire station was out of them. He asked Chief Moore to ensure there were ash cans at every station. He suggested someone prepare a video expressing all proper uses for ash cans, not just for barbeques, but also for the storage of oily rags. Chair Lucey thanked firefighters for the long hours they put in over the prior two months.

Based on Commissioner Hartung's suggestion, Chair Lucey stated there would be a discussion on Consent Agenda Item 5B.

CONSENT ITEMS

- 17-117F** **5A** Approval of minutes from the June 20, 2017 meeting.
- 17-118F** **5B** Discussion and possible approval of a Cooperative Agreement to include a corresponding Annual Operating Plan between Truckee Meadows Fire Protection District and Carson City Fire Department.
- 17-119F** **5C** Notice of Cancellation of the August 15, 2017 meeting.

Fire Chief Charles Moore read Agenda Item 5B and noted the agreement was fairly consistent with other mutual aid agreements with regional partners. He stated Carson City had a close proximity to Franktown Road and the area south of Bellevue Road. In addition to mutual aid, the agreement allowed for automatic aid, so all calls in that area would automatically go out to Carson City as well. He noted Carson City brought a fire engine and an Advanced Life Support (ALS) ambulance to each structure fire and brush fire. Because mutual aid agreements existed between the Regional Emergency Medical Services Authority (REMSA), Carson City, and the Truckee Meadows Fire Protection District (TMFPD), if REMSA needed aid from the TMFPD but they were on a call, an ALS ambulance could be requested from Carson City. He remarked the TMFPD and the Carson City Fire Department often met for incidents near the County line.

Commissioner Hartung asked if there was a limit to the areas where the Carson City Fire Department and the TMFPD would respond to each other's calls. Chief Moore responded on the mutual aid provision only there was no limit to the range of coverage; Carson City was called to help in the Cold Springs fire. As for the automatic aid provision, when certain addresses popped up on dispatch's screen, they would know to contact the Carson City dispatcher automatically with no effort on the part of the incident commander. He noted that was done for any incidents near Station 52 in Carson City.

When asked if the TMFPD was limited in the number of Carson City units that could be requested, Chief Moore said no but commented Carson City was limited in that it only had three stations; deploying all three engines would deplete Carson City's resources. He added Carson City sent significant resources to the Little Valley Fire and

then back-staffed, a practice the TMFPD also did when their services were requested elsewhere.

Commissioner Hartung inquired whether the TMFPD was limited in terms of coverage area for providing automatic aid to Carson City. Chief Moore answered there was no automatic aid provision from the TMFPD to Carson City, though he offered Carson City the use of the TMFPD's forthcoming ALS ambulance at the Bowers station if needed. Commissioner Hartung asked if the Carson/REMSA agreement limited where patients were transported to. Chief Moore deferred to Division Chief Joe Kammann who replied patients in non-acute cases would determine where they would be transported while patients with severe trauma would be transported to the nearest facility. Chief Moore responded to Commissioner Hartung's last query by saying there were no limitations to how many vehicles the TMFPD would send to Carson City; if they requested three engines, the TMFPD would send three engines.

Commissioner Berkbigler asked if the rates laid out in the staff report were similar to those with the City of Sparks. Chief Moore replied the rates for Carson City were similar to those with all the other agencies within the Sierra Front Mutual Aid Network.

On the call for public comment, Mr. Cliff Low stated agreements of this nature were great but expressed surprise at the automatic aid provision. He questioned how the different agencies would operate if they were notified of incidents simultaneously. He pointed out the TMFPD's billing rates were substantially lower than those of Carson City. While he did not want to see the agreement delayed, he expressed concern about the timeliness of fire response and suggested both fire chiefs create a revised annual operating plan to address the concerns about automatic aid.

Chair Lucey requested a report about how run cards would be calculated in all districts especially regarding automatic and mutual aid. Commissioner Berkbigler sought an explanation as to why the TMFPD charged a lower rate for services and Commissioner Hartung added they should charge in full for each service. When asked by Commissioner Hartung about the use of Automatic Vehicle Location (AVL), Chief Moore said he did not know if Carson City used it, but he indicated only the dispatching agency could see the location of its dispatched engines.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Jung absent, it was ordered that the Consent Agenda Items 5A through 5C be approved. The Cooperative Agreement pertinent to Consent Agenda Item 5B is attached hereto and made a part of the minutes thereof.

17-120F **AGENDA ITEM 6** I.A.F.F. Local 3895 Report

Ian Satterfield, President of the International Association of Firefighters (IAFF) Local 3895, thanked the wives and families of the firefighters for the sacrifices they made. He anticipated more activity from Local 3895 after fire season.

Commissioners Berkbigler, Hartung, and Herman expressed gratitude to Mr. Satterfield and all of Local 3895. Mr. Satterfield stressed it was not only the firefighters of Local 3895 who were working hard but all staff and he thanked them.

Chief Moore indicated his staff had not had time to put together the presentation on drones because of the wildfires. Based on the advice of Deputy District Attorney David Watts-Vial, Chair Lucey pulled Agenda Item 7 from the meeting and said it would be brought back on a later agenda.

17-121F **AGENDA ITEM 8** Discussion and possible direction to staff on the Fire Chief Report to include the following items related to fire district operations:

1. Update on Recent Wildfire activity
2. Update on Verdi Fire Protection
3. Update on the Volunteer Program to include TMFPD's support of Gerlach

Fire Chief Charles Moore referred to the presence of several members of the Type 2 Team, the unit which was instrumental in suppressing the Long Valley and Cold Springs fires. He noted a different Type 2 Team helped suppress the Winnemucca and Aspen fires. He displayed a graph showing a correlation between the amount of precipitation received locally and the acreage burned the following two years. He mentioned the following year's fire season could also be significant. He thanked the County's regional partners: the cities of Reno, Sparks, and Carson City, East Fork Fire Protection District, Storey County, Truckee California, and Lake Tahoe Regional chiefs. He praised the robust mutual aid system and thanked state and federal partners, as well as the Nevada Division of Forestry (NDF). He introduced Incident Commander of the Long Valley Fire Chris Fogle.

Mr. Fogle introduced members of his team and members of the Bureau of Land Management (BLM) team. He stated the Long Valley Fire began on July 11 and burned around 30,000 acres during the first two burn periods. His team took over the fire on the 14th. He stated there were eight to ten thousand acres of fire spread each day since the 14th due to hot weather and high winds. He stated the National Weather Service designated the incident a potentially dangerous situation, a designation typically given only to floods, hurricanes, or tornadoes. He displayed a map showing areas where the fire was controlled. He said the fire was about 40 percent contained and anticipated completing the containment lines within the following two shifts depending on changes in weather or fire growth. The fire encompassed more than 87,000 acres and 898 personnel had been assigned to fire; the cost of the fire was currently \$7.8 million. He

displayed a graph showing the size of the fire each day, noting the biggest challenge of the incident was the amount of growth per day. He spoke about the relationships and cooperation with BLM, the NDF, and the Truckee Meadows Fire Protection District (TMFPD), as well as the Pyramid Lake Paiute Reservation, the Nevada Highway Patrol, and Washoe County sheriffs.

When asked by Commissioner Berkbigler about the cause of the fire, Mr. Fogle replied it was still unidentified and BLM was taking the lead on the investigation. Commissioner Herman thanked them. Chief Moore stated without the resources of the Type 2 Team in the Cold Springs fire he was unsure if the outcome would have been the same.

Chief Moore stated he was discussing options with Community Services Department Division Director of Engineering Dwayne Smith for Verdi fire protection. He noted Verdi was one of the communities such as Wadsworth and Palomino Valley which were located away from core services. He commented Verdi never had a system by which water could be distributed for fire protection because it was developed as a rural community. In rural areas the challenge was not a lack of water; it was the inability to transport water to a fire. In a municipality, fire hydrants were spaced 1,000 feet apart and fire pumpers carried 1,000 feet of hose that connected to hydrants, giving them an almost inexhaustible supply of water. He stated even if the TMFPD developed another fire station firefighters would still not have enough water to suppress a home that was 40 percent involved in fire, which would take 50,000 gallons or more.

Chief Moore mentioned Reno had annexed most of the areas around Verdi and had development planned; municipal water systems were usually implemented when development came. He remarked municipal water was coming to Verdi but he did not know when that would happen. He said Reno planned to build a fire station there and questioned whether it made sense for Washoe County to build one there as well.

In terms of how to get water distributed to Verdi, Chief Moore explained one solution was a stand pipe, which was typically used vertically to get water to high-rise buildings. Chief Moore proposed using one horizontally to deliver water, which would transport non-potable water underground and connect to hydrants. He stated this option would be expensive and short-term if municipal water was developed within five years. A second option would be to install dry cisterns and tanks through the community, making water available to Verdi. Chief Moore stated Mr. Pitchford's idea of utilizing 42,000 gallon tanks from Rain for Rent would still present the challenge of transporting water from the tanks to the fire. He said in order to improve fire protection in Verdi they had to consider prepositioned cisterns or tanks.

Mr. Smith stated his task was to evaluate the technical elements associated with Chief Moore's ideas, such as any construction constraints, benefits and cons, and costing for each alternative. Additionally he was looking into funding sources that could bring the ultimate option to fruition. He added there were constraints in a rural community that did not have the infrastructure established in more developed city areas.

Commissioner Hartung drew a parallel between fire and stormwater concerns and said it would be unfair for one part of the County to pay for stormwater utilities for other parts. Similarly, while he was respectful of Verdi's fire issues, he noted each district had significant fire concerns. He suggested creating Special Assessment Districts for those areas to benefit the residents who chose to live outside the scope of municipal services. Commissioner Berkbigler agreed and noted some areas in her district bordered the City of Reno, meaning some areas of unincorporated Washoe County paid for fire service while their neighbors did not. She said any support the County provided for Verdi should also apply to other areas in the County since it would be unfair to ask residents of the South Valleys to pay for Verdi's fire protection. She stressed they needed to do what they could to protect Verdi but questioned who would protect the growth happening in the City of Reno. She pointed out since it was an annexation issue it might be a question for the Board of County Commissioners. Chair Lucey clarified the unincorporated residents could be left supporting the cost of protecting Reno homes.

Commissioner Hartung referenced a point made during public comment that the temporary tanks would be removed after fire season and commented that structure fires happened all year. He emphasized supplying water to the outlying areas required a more permanent solution. Commissioner Herman added that was why it was suggested to use Rain for Rent as a temporary fix until the Truckee Meadows Water Authority (TWMA) arrived with development.

Chief Moore announced one of the positives of the wildfire activity was an increase in volunteering, and he indicated they were processing many new applications. He stated six people in Gerlach completed their Emergency Medical Technician training and were progressing on their wildfire training. He remarked there was a 2,000 acre fire that barely touched on Washoe County lands but five volunteers from Gerlach responded and kept the fire in check. He commended retired Captain Ross Rytting who was working in Gerlach four times a week to engage the volunteers.

There was no public comment on this item.

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

17-122F **AGENDA ITEM 9** Discussion, approval and authorization of the District's support of the Board of County Commissioners consideration of a County-wide ban on Target shooting, except at dedicated shooting ranges, for the duration of fire season.

Fire Marshal Amy Ray stated there were several shooting-related fires in the district and adjoining districts and recommended the Fire Board support a ban on shooting except at designated shooting ranges for the duration of the fire season. Commissioner Berkbigler supported the idea and suggested making it a permanent ban

since fire season could last longer than one year. She noted while some people would still shoot, this gave the County recourse.

Ms. Ray answered Commissioner Hartung's queries stating that the U.S. Forest Service placed a shooting ban on federal lands and the Bureau of Land Management (BLM) imposed restrictions on steel jacket bullets and exploding targets on their lands. Commissioner Hartung expressed regret that a ban would punish safe shooters along with unsafe ones but noted the risk was too great to not impose a ban. He commented Wal-Mart was selling fireworks and stressed the Board should try to control all variables as best they could.

On the call for public comment, Mr. Cliff Low listed the effects of wildfires: property and animal loss, personal injury and death, air quality, the death of wildlife and habitat, and the financial cost to taxpayers. He added there were insidious costs like the diversion of limited resources and firefighter fatigue. He questioned whether the County was speaking to other counties or to Governor Jerry Brown of California, as well as the Nevada Division of Forestry and BLM. He implored the Board to be creative and do everything in its power to reduce the causes of fires.

Commissioner Berkbigler moved to ban all target shooting except at dedicated shooting ranges for the duration of the fire season. Deputy District Attorney David Watts-Vial pointed out the item was not to ban anything but to recommend authorization of the District's support of the Board of County Commissioners' consideration of a ban. Chair Lucey noted the mover and the seconder agreed.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Herman voting "no" and Commissioner Jung absent, it was ordered that Agenda Item 9 be approved and authorized.

BLOCK VOTE – 10, 11, 12, 13, and 14

17-123F **AGENDA ITEM 10** Recommendation that the Board of Fire Commissioners ratify Fiscal Year 2017 reimbursements from the Washoe County, Nevada OPEB Trust Fund to Truckee Meadows Fire Protection District for the cost of retiree health insurance premiums in the amount of \$230,890.81.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Herman, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 10 be ratified.

17-124F **AGENDA ITEM 11** Recommendation to approve change orders for additional work in the amount of \$38,870.57 for the remodel of Galena Station #39 located at 4000 Joy Lake Road, Reno, NV from Houston Smith Construction as defined in Attachments.

There was no public comment on this item.

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

17-125F **AGENDA ITEM 12** Recommendation to approve extra work authorizations in the amount of \$21,480 for Civil Design services between Truckee Meadows Fire Protection District and CFA, Inc. to provide professional services as defined in the following attachments: Extra Work Authorization dated May 10, 2017 and the Proposal for Construction Staking dated March 15, 2017.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Herman, which motion duly carried with Commissioner Jung absent, which motion duly carried, it was ordered that Agenda Item 12 be approved.

17-126F **AGENDA ITEM 13** Approve the purchase of one hundred thirty-five (135) Self Contained Breathing Apparatus and associated equipment from MES in the amount of \$842,275.19.

There was no public comment on this item.

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

17-127F **AGENDA ITEM 14** Discussion and possible approval to create six additional full-time Firefighter/Paramedic positions.

There was no public comment on this item.

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

17-128F **AGENDA ITEM 15** Discussion and possible approval of the annual performance evaluation for Truckee Meadows Fire Protection District Fire Chief including (but not limited to) discussion regarding results, goals,

and objectives and amendments to the terms of the chief's contract based on the evaluation to include possible changes to compensation and benefits.

Human Resources Administrator for the Truckee Meadows Fire Protection District (TMFPD) Dena Wiggins reminded the Board they approved a list of evaluators for Fire Chief Charles Moore's 360 degree evaluation. She noted the period for his evaluation was from April 2016 to April 2017 and mentioned the evaluation was included in the staff report.

When asked by Commissioner Hartung how Chief Moore's compensation package compared to that of the Fire Chiefs of Sparks and Reno, Ms. Wiggins replied it was within the salary range of both given the larger acreage of the District. Chief Moore stated no adjustment to his compensation was necessary.

Commissioner Hartung moved to accept the report. There was additional discussion about a potential Cost of Living Adjustment (COLA) for Chief Moore since all other bargaining units received one. Commissioner Hartung, Commissioner Berkgigler, and Chair Lucey praised the Chief's work ethic and expressed appreciation that Chief Moore did not request a pay increase. Chair Lucey added that, in addition to running the department and protecting citizens, Chief Moore represented northern Nevada at the legislative session; he supported the three percent COLA.

Chief Moore indicated since the COLA implemented on July 1 was for all County employees, his salary already reflected the increase. He commended everyone in his department from battalion chiefs to fire paramedics to office staff for their support. Commissioner Berkgigler stated the Board should honor the Chief's request not to receive an additional raise.

The motion to approve a COLA for Chief Moore was rescinded.

On the call for public comment, Mr. Sam Dehne spoke about law enforcement and fire protection, firefighting C130s planes, and the salaries of City of Reno employees.

On motion by Commissioner Berkgigler, seconded by Commissioner Hartung, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 15 be approved.

17-129F **AGENDA ITEM 16** Announcements/Reports.

Fire Chief Charles Moore stated he sent notifications to 888 addresses in Verdi about a public meeting to be held at the Commission Chamber on July 26 to discuss the Lakeview fire and improvements to the water system in Verdi. Chair Lucey indicated he would attend.

When asked by Commissioner Berkbigler about the status of the General Improvement District (GID) study, Deputy District Attorney David Watts-Vial replied it was in progress. Chair Lucey requested a future agenda item about run cards and dispatch to evaluate how dispatch was working throughout the County.

17-130F **AGENDA ITEM 17** Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.

Fire Chief Charles Moore announced there would be no closed session.

17-131F **AGENDA ITEM 18** Public Comment.

Mr. Patrick Schickler was called but was not present to speak.

Mr. Sam Dehne spoke about an open meeting law complaint he filed, the attorney general, and *The Reno Gazette Journal*.

Mr. Cliff Low asked the Commissioners to examine what they could do to reduce the number of wildfires. He wondered if suggestions had been sought from the Fire Marshal or from County staff. He expressed concern about wildfires and requested the Board take bold action with other government agencies.

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10:24 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

**Cooperative Agreement
between
Truckee Meadows Fire Protection District
and
Carson City on behalf of the Carson City Fire Department**

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In accordance with NRS 277.180, this Cooperative Agreement ("Agreement") is made and entered into this 18 day of July, 2017, by and between the Truckee Meadows Fire Protection District (hereinafter the "TMFPD"), a fire district formed under NRS Chapter 474, and Carson City, a consolidated municipality, on behalf of the Carson City Fire Department (CCFD). 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 CCFD 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 277.180, 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 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.

- 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 firefighting 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 the AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective 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 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 Chapter 239, 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 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; Term; Termination.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for five years, unless terminated earlier by either party with or without cause, provided that a termination shall not be

effective until 90 days after a party has served written notice of termination to the other party. The parties reasonably believe that funds can be obtained sufficiently to meet all requirements of this Agreement during its term. If either party fails to allocate funds to continue the functions to be performed under this Agreement, this Agreement shall be terminated when any appropriated funds expire, without penalty, charge or sanction to that party, without regard for the 90 day period following termination of the agreement as described in this paragraph, and that party shall promptly inform the other of this occurrence.

23. Amendment. The parties may amend this agreement at any time by an endorsement made in writing and approved by the parties' respective governing boards.

24. 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 A. Moore, Fire Chief
P.O. Box 11130
Reno, NV 89520-0027

Carson City Fire Department

Sean Slamon, Fire Chief
777 So. Stewart Street
Carson City, Nevada 89701

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


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

Dated this 18th day of July, 2017

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

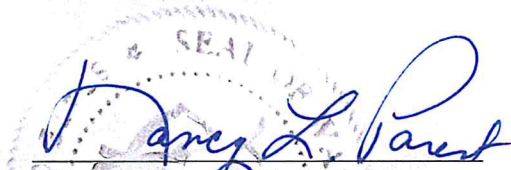

BOB LUCEY, CHAIR
Truckee Meadows Fire Protection District
Board of Fire Commissioners

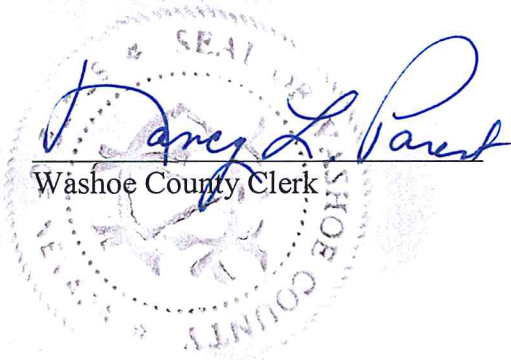
CARSON CITY FIRE DEPARTMENT


ROBERT L. CROWELL
Mayor of Carson City

ATTEST:

ATTEST:


Washoe County Clerk




Carson City Clerk