

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

TUESDAY

4:00 P.M.

AUGUST 19, 2008

PRESENT:

Bob Larkin, Chairman
Bonnie Weber, Vice Chairperson
Jim Galloway, Commissioner
David Humke, Commissioner*
Kitty Jung, Commissioner

Amy Harvey, County Clerk
Katy Simon, County Manager
Melanie Foster, Legal Counsel
Michael Greene, Fire Chief

The Board met in regular session at 4:19 p.m. in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. The Board conducted the following business:

08-58SF AGENDA ITEM 2

Agenda Subject: "Approval of Agenda for August 19, 2008 Board of Commissioners Meeting."

Fire Chief Michael Greene requested that Item 10 be removed from the agenda, and Item 15 (if necessary) be heard before Item 14.

There was no public comment on this item.

***4:20 p.m.** Commissioner Humke temporarily left the meeting.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 2 be approved with the following changes: Item 10 to be removed and Item 15 (if necessary) to be heard before Item 14.

08-59SF AGENDA ITEM 3

Agenda Subject: "Approval of minutes for February 12, 2008; March 25, 2008; April 8, 2008; May 20, 2008; and June 24, 2008 meetings; and May 19, 2008 Special Budget meeting."

There was no public comment on this item.

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

08-60SF AGENDA ITEM 4

Agenda Subject: “Chief Report; Daily District operations including Verdi evacuation training, replacement Battalion Chief, grant funded fuels prevention position, volunteer program and fuels management programs.”

Fire Chief Michael Greene stated the District now had a grant-funded Fuels Management Coordinator who was knocking on doors and conducting defensible space inspections. He described her as the community’s “ambassador for safety.” He pointed out she visited 55 homes in about one week and intended to knock on every door in the District within one year.

Chairman Larkin asked about a replacement for the Battalion Chief’s position. Chief Greene said Jim Marquis had been hired and would be introduced to the Board at a future meeting.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Galloway, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 4 be accepted.

08-61SF AGENDA ITEM 5

Agenda Subject: “ Approval of the FY 08/09 Cooperative Agreements between the Sierra Fire Protection District and the Nevada Division of Forestry, Humboldt Toiyabe National Forest Carson Ranger District, Carson City Fire Department, North Lake Tahoe Fire Protection District, City of Reno Fire Department/Truckee Meadows Fire Protection District and the Truckee Fire Department; and if approved, authorize the SFPD Fire Chief to sign on behalf of the District.”

Chairman Larkin confirmed with Fire Chief Michael Greene that the Agreements were consistent with those that had been in place in the past.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 5 be approved and authorized. The Interlocal Agreements for same are attached hereto and made a part of the minutes thereof.

08-62SF AGENDA ITEM 6

Agenda Subject: “Discussion and possible authorization for approval of a \$14,616.72 payment to Battalion Chief Heikka for 303 excess hours worked providing coverage for vacant Battalion Chief’s position during FY 07/08 per collective bargaining agreement Article 15, section 2A.”

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 6 be approved and authorized.

08-63SF AGENDA ITEM 7

Agenda Subject: “Discussion and possible Board authorization for payment to renew 08/09 employee medical and vision insurance with Anthem for \$310,000 and dental and life insurance with Humana for \$44,700. Discussion and possible Board approval to renew health insurance for employees.”

Fire Chief Michael Greene explained the premiums represented an increase of approximately 18 percent.

Commissioner Galloway asked whether other alternatives had been explored. Chief Greene said staff worked with a broker, and nine other bids were received. Based on a comparison of the bids, he indicated the selected providers were among the lowest quotes and provided the best level of service.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7 be approved and authorized.

08-64SF AGENDA ITEM 8

Agenda Subject: “Discussion and possible approval to close the Sierra Fire Protection District’s Sick and Annual Leave Accrual Fund as of July 1, 2008, move appropriation authority to the General Fund and direct the Finance Department to make the necessary accounting and budgetary adjustments.”

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8 be approved and directed.

08-65SF AGENDA ITEM 9

Agenda Subject: “Discussion and approval of Resolution Establishing the Sierra Fire Protection District Emergency Fund as of July 1, 2008 and authorizing the Chairman to sign the Resolution.”

Commissioner Galloway asked whether the agenda item was based on analysis by Mary Walker, a consultant. Fire Chief Michael Greene replied that it was. Commissioner Galloway wondered whether the rate of contribution to the emergency fund was already established within the District’s budget. Chief Greene explained the \$1 million fund was being transferred as a result of the conversion from an NRS 473 to an NRS 474 District.

Chairman Larkin clarified the \$1 million emergency fund was transferred from the NRS 473 District to the General Fund, and would then be transferred from the General Fund to the NRS 474 District. He questioned whether Ms. Walker indicated a need for more than \$1 million in the emergency fund. Chief Greene stated there was an increase in the amount of funding set aside for things such as wildland fires, but the \$1 million emergency fund reserve remained the same.

There was no public comment on this item.

On motion by Commissioner Galloway, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 9 be approved and authorized. The Resolution for same is attached hereto and made a part of the minutes thereof.

08-66SF AGENDA ITEM 11

Agenda Subject: “Director’s/Managers Announcements, Request 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.)

Commissioner Galloway requested, when Agenda Item 10 was brought back to the Board at a future meeting, that its staff report include a table to justify the amount of overtime savings versus new salary costs.

08-67SF AGENDA ITEM 12

Agenda Subject: "Public Comment and discussion thereon. The Sierra Fire Protection District Board of Directors welcomes courteous and respectful public comment and input. Due to the amount of business the District Board conducts, public comment is limited to 2 minutes per person. "

There was no response to the call for public comment.

08-68SF AGENDA ITEM 14

Agenda Subject: “Possible closed session for the purpose of discussing negotiations with employee organizations per NRS 288.220.”

On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, Agenda Item 14 was continued until later in the Board of County Commissioners’ meeting.

4:33 p.m. Commissioner Humke returned to the meeting.

4:33 p.m. The Board convened as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District with all members present.

4:54 p.m. The Board reconvened as the Board of Washoe County Commissioners with all members present.

5:40 p.m. Chairman Larkin temporarily left the meeting.

5:41 p.m. On motion by Commissioner Galloway, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, Vice Chairperson Weber ordered that:

1. The Board of Washoe County Commissioners go into closed session pursuant to NRS 241.020(1) for the purpose of considering a work card permit appeal;
2. The Board of Fire Commissioners for the Sierra Fire Protection District go into closed session pursuant to NRS 288.220 for the purpose of discussing negotiations with employee organizations; and
3. The meetings of both Boards be adjourned from closed session.

* * * * *

There being no further business to discuss, the meeting was adjourned from closed session.

ROBERT M. LARKIN, Chairman
Sierra Fire Protection District

ATTEST:

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

*Minutes Prepared By
Lisa McNeill, Deputy County Clerk*

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES DIVISION OF FORESTRY

2478 Fairview Drive, Carson City, NV 89701
Phone: 775-684-2500 Fax: 775-684-2570

And

SIERRA FIRE PROTECTION DISTRICT

4000 Joy Lake Road, Reno NV 89511
Phone: 775-849-1108 Fax: 775-849-1636

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

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

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

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to **June 30, 2012**, unless terminated sooner by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective **until 60 (sixty) days** after a party has served written notice upon the other party.

This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or state legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

08-6157

- ATTACHMENT A: Operating Agreement
ATTACHMENT B: Cost Share Agreement Form
ATTACHMENT C: Fire District Map

7. CONSIDERATION. Each party to this agreement agrees to provide reciprocal fire protection to one another. It is understood that the mission and intent of each party is to quickly and safely suppress wildland fires regardless of jurisdiction and/or ownership during the first twenty four hours. The mutual aid period is defined as: initial dispatch of an incident to hour twenty four hours from initial dispatch. If an incident exceeds the mutual aid period of twenty four hours all resources will be billed retroactively for the full period from the time of initial dispatch. If an incident is less than twenty four hours or responsible agency resources are staffing the incident after twenty four hours no billing will occur. For single jurisdictional wildland fires, all assistance beyond the mutual aid period will be assistance by hire. For wildland fires involving both jurisdictions a cost share agreement will be completed. Cost share agreements will be made in accordance to the guidelines in the "Interagency Incident Business Management Handbook". Unless otherwise noted in Attachment A (Operating Agreement), all hand crews, bulldozers and aircraft are considered assistance by hire.

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

9. INSPECTION & AUDIT.

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

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

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

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

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the

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intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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23. **THIRD PARTYS** This Agreement shall not be construed as or be deemed to be an Agreement for the benefit of any third party or parties not specifically named herein, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute 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 an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Michael Greene, District Fire Chief, Sierra FPD Date

Pete Anderson, State Forester, Fire Warden Date

Robert Larkin, Chairman, Fire Board Date

Scott Sisco, ASO IV, Nevada Division of Forestry Date

Washoe County Clerk Date

Allen Biaggi, Director, Department of Conservation Date

Approved as to form by:

Approved as to form by:

Washoe County District Attorney Date

Robert Kilroy, Deputy Attorney General, State of Nevada Date

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OPERATING PLAN

Between the SIERRA FIRE PROTECTION DISTRICT

and the

NEVADA DIVISION OF FORESTRY

This Operating Agreement is entered into by and between the State of Nevada, Department of Conservation and Natural Resources, Nevada Division of Forestry (hereinafter, Division), and the Sierra Fire Protection District, (hereinafter Sierra) pursuant to the terms of the Interlocal Contract dated July 1, 2008.

1. It is in the interest of both agencies to render mutual aid at the request of a responsible Fire Officer to suppress a fire or disaster of such magnitude that requires the combined forces of both agencies.
2. It is in the interest of both agencies to respond with the forces nearest to actual and/or reported emergencies when the assisting agency is better situated to provide a more timely response and this response is referred to as "automatic aid."
3. No response to a mutual aid request, as provided for in this Operating Agreement and in the Defined Automatic Aid Response Areas, will be made by the agencies unless the request is received through the established communication channels common to requesting such aid and approved by responsible officer of the agency granting such aid.
4. Such aid shall be provided without expectation of reimbursement for the first 24 hours from the time of initial request and within the limits of Division and Sierra. If an incident exceeds the mutual aid period of 24 hours all resources will be billed retroactively for the full period from the time of initial dispatch. However, neither agency should be required to disregard its own fire protection responsibilities and/or duties. Unless otherwise noted in all hand crews, bulldozers and aircraft are considered assistance by hire and excluded from the 24 hour mutual aid period.
5. Sierra and Division shall furnish each other with updated rate schedules annually at the start of the fiscal year for billing purposes.
6. On all incidents when Sierra or the Division assists the other, the requesting agency shall furnish the assisting agency with an incident and/or fire report within twenty (20) days after the incident.
7. Sierra and the Division agree that each shall, maintain, operate, and monitor all mobile radios on the appropriate frequencies when interagency communications are required.

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8. All communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency. A command frequency and a tactical frequency shall be established for all incidents.
9. The respective Dispatch Centers are responsible to contact the other agency using the most expedient method available when emergency responses are dictated by the specific terms of this agreement.
10. Sierra and the Division will advise the other agency of wildland fires that have the potential to threaten the others jurisdiction.
11. Sierra and the Division agree to assist each other with fire investigations and public education programs if requested by the agency having jurisdiction.
12. For fires burning in the other agency's jurisdiction, the financial responsibility for the protection and suppression of structures remains with the agency that has statutory responsibility for such duty.
13. With the exception to specific Federal Emergency Management Agency (FEMA) provisions, the Civil Cost Recovery and other incidents that warrant specific time tables, Incident Billing Packages will be submitted no later than four (4) months from the date the incident is declared controlled. This billing deadline intends to encourage prompt billing. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other agency. If the four (4) month timeframe cannot be met, immediate notification shall be made. However, it is recognized that certain situations may warrant agencies to cooperate, resolve bills and/or cost packages prior to established timelines. All bills will have a due date of sixty (60) days after the date of issuance.
14. The following items are not considered billable by the parties: overhead personnel not specifically assigned to the incident, non-expendable accountable property, claims and award payments, and agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehabilitation.
15. The Nevada Division of Forestry is the Governor's Authorized Representative for Federal Emergency Management Agency (FEMA) – Fire Management Assistance Grants (FMAG). Requests for fire management assistance declarations should be submitted regardless of the hour, to the Division, so that the processing of the request may begin, and a determination may be made when assistance is needed the most.

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16. Except as otherwise provided herein, the Sierra Fire Protection District shall provide staff, fire engines, water tenders and other available district resources subject to mutual aid agreements to provide initial and extended attack resources on fires which occur on State lands located in the SFPD NRS 474 County Fire Protection District.
17. The Nevada Division of Forestry shall pay for any additional fire suppression resources including aircraft, conservation crews (aka hand crews) and dozers on fires which occur on State lands located in the SFPD NRS 474 County Fire Protection District.

MUTUAL/AUTOMATIC AID RESPONSE

Nevada Division of Forestry

1. The Nevada Division of Forestry shall provide initial attack forces to all reported wildland incidents in the Lakeview Estates area of Washoe County and those non-state lands bordering Carson City and Washoe County in the Sierra Fire Protection District.
2. If the fire is threatening lands protected by the Nevada Division of Forestry all resources, including aviation resources, bull dozers and hand crews, will be dispatched at no cost to Sierra Fire Protection District.
3. Upon request the Nevada Division of Forestry will respond Type 3 Engines, Type 6 Engines, water tenders and/or overhead to wildland fires in the Sierra Fire Protection District that are outside of the Automatic Aid Areas for the first twenty four (24) hours of the incident without charge. If operations continue into extended attack and exceed the 24 hour mark, then payment will be retroactive back to the time of alarm. Any additional resource requests will be made on a mutual aid basis.
4. A unified command organization shall be established between the two agencies when the fire is multi-jurisdictional.
5. The Division agrees to operate all incident communications on the designated frequencies as set forth by the Reno Emergency Communications Center, which is the dispatch center for the Sierra Fire Protection District. Use of the Sierra Front Interagency Dispatch Center frequencies may be used upon mutual agreement of both parties.
6. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

08-615151

Sierra Fire Protection District

1. The Sierra Fire Protection District shall provide initial attack forces to all reported wildland incidents on state lands in Little Valley and those Nevada State Park lands in Lake Tahoe State Park area of Washoe County.
2. A unified command organization shall be established between the two agencies when the fire is multi-jurisdictional.
3. Upon request the Sierra Fire Protection District will respond Type 3 Engines, Type 6 Engines, water tenders and/or overhead to wildland fires in the Nevada Division of Forestry's jurisdiction in Carson City and Storey counties that are outside of the Automatic Aid Areas, for the first twenty four (24) hours of the incident without charge. If operations continue into extended attack and exceed the 24 hour mark, then payment will be retroactive back to the time of alarm. Any additional resource requests will be made on a mutual aid basis.
4. Sierra and the Division agree to operate all incident communications on the designated frequencies as set forth by the Sierra Front Interagency Dispatch Center frequency allocation plan for those incidents occurring on State lands.
5. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

08-16-15 SF

**Interlocal Agreement between
Carson City, on behalf of the Carson City Fire Department, and
the
Sierra Fire Protection District**

This agreement is made and entered into by the Carson City, on behalf of the Carson City Fire Department, hereinafter referred to as CCFD, and the Sierra Fire Protection District, hereinafter referred to as SFPD, and is effective on the date as provided herein.

RECITALS

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

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

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 227.180 to provide for the circumstances and procedures under which each agency will provide assistance in responding to fire and other emergencies when requested by the other;

NOW, THEREFORE, the parties hereto mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

1. The agency which experiences an incident in which assistance is sought shall be known herein as the Requesting Party: The agency providing assistance shall be known herein as the Responding Party.
2. A request for assistance shall be made by the officer of the Requesting Agency when believed necessary, or by the duty officer of the Requesting Agency. The request must be made to the officer on-duty for the Responding Agency when believed necessary or by the duty officer of the Requesting Party. The request must be made to the officer on duty for the Responding Agency. 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.
3. The officer on duty for the Responding Agency shall determine whether it has resources available to respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by

08/15/15

the Requesting Agency. The decision as to availability of resources is solely within the discretion of the Responding Agency.

4. 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. Again the decision to provide resources is solely within the discretion of the Responding Agency.
5. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Consistent with this intention, 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. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

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

6. 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.
7. Any mutual aid extended under this agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an overhead management team. Pursuant to this authority the Requesting Agency, the agency which has command or the overhead management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this mutual aid agreement.

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8. Mutual aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response to the request for mutual aid. If it appears that the incident will last longer than (24) twenty-four hours the designated representative for CCFD and the designated representative of SFPD shall attempt to meet and confer to allocate the costs of the incident between the parties. If no meeting is held and the Responding Agency is required to provide personnel, equipment or facilities for a period longer than (24) twenty-four hours, the Requesting Agency shall reimburse the Responding Agency for the actual expenses it incurs after the (24) twenty-four hours have expired upon being provided with a statement of those expenses. Areas of automatic aid are listed in Appendix A.

On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.

Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.

9. The Responding Agency to a mutual aid request shall provide the Requesting Agency with an incident report within (20) twenty working days, following completion of the incident.
10. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, 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.
11. The parties may amend this agreement at any time by an endorsement made in writing and approved by the governing bodies of both the parties to this Agreement.
12. 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, unless revoked as provided herein. This agreement may be revoked by mutual action of the parties

08-615F

unilaterally by either party with or without cause, provided that a unilateral revocation shall not be effective until 30 days after a party has served written notice of revocation to the other party. Annual review of the agreement by both parties shall take place in April of each year.

13. All notices and communications concerning this agreement shall be directed as follows:

Carson City Fire Department
Stacey Giomi, Fire Chief
777 So. Stewart Street
Carson City, Nevada 89701

Sierra Fire Protection District
Michael Greene, Chief
4000 Joy Lake Rd.
Reno, Nevada 89511

14. One of the duplicate originals shall be retained by each agency with the other to be transmitted to the other agencies to this agreement.

15. Fund Out

Except with respect to aid already rendered hereunder for which reimbursement is required by the Requesting Agency pursuant to this agreement, in the event that the governing body of either party fails to obligate any funds necessary to carry out the obligations created hereunder beyond that party's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

16. The parties do not waive and intend to assert all available immunities, including NRS chapter 41 immunities, in all cases.

MUTUAL AID

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

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

08-16-15

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this _____ day of _____, 2008.

CARSON CITY FIRE DEPARTMENT

SIERRA FIRE PROTECTION DISTRICT

By: _____
Stacey Giomi, Fire Chief
Carson City Fire Department

By: _____
Michael Greene, Chief
Sierra Fire Protection District

Date: _____

Date: _____

By: _____
Marv Texiera, Mayor
Carson City

By: _____
Robert Larkin, Chairman
SFPD Board of Directors

Date: _____

Date: _____

Approved as to form:

By: _____
Carson City District Attorney

Date: _____

ATTEST:

By: _____
Carson City Clerk

By: _____
Washoe County Clerk

08-16-08

APPENDIX A

Annual Operating Plan

CARSON CITY FIRE DEPARTMENT JURISDICTION

The Sierra Fire Protection District is requested to respond with:

1. One (1) Type-I (ILS) Engine or (ALS) Engine, upon request, for first alarm structure fires, or greater, including station coverage for the first twenty four hours; one (1) Command Officer, upon request, to any second alarm or greater, all risk incident within Carson City.
2. One (1) Type-III Brush Engine, upon request, for any second alarm wildland fire within CCFD jurisdiction, at no cost to CCFD for the first 24 hours; one (1) Command Officer, upon request, to any second alarm or greater, wildland incident within Carson City.
3. One (1) Water Tender, upon request, to any first alarm fires in the Carson City area.

Operational Considerations:

1. All incidents within CCFD jurisdiction shall operate on command communication frequencies as assigned for their jurisdiction and operate on tactical frequencies as determined by the Department's protocol.

SFPD FUELS MANAGEMENT CREW SUPPORT

Any SFPD Fuels Management Crew use shall be assistance by hire and is the responsibility of the ordering agency.

SIERRA FIRE PROTECTION DISTRICT JURISDICTION:

The Carson City Department is requested to respond with:

1. One (1) Type-III Brush Engine upon request for any wildland fire within SFPD jurisdiction, at no cost to SFPD for the first 24 hours.
2. Appropriate resources (minimum of one (1) type 1 or one (1) type 3 engine) on all second alarm structure and wildland fires and other incidents as requested, in areas under SFPD jurisdiction, at no cost to SFPD for the first 24 hours.
3. On medical emergencies, MVA's, etc., the Department may respond one (1) paramedic ambulance to the Washoe Valley area upon a mutual aid request.

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Operational Considerations:

1. All incidents within SFPD jurisdiction shall operate on communications frequencies as assigned for their jurisdiction unless mutually agreed upon by both parties for the incident.
2. On incidents that are near the jurisdictional border, both jurisdictions will respond a normal response as automatic aid. A Unified Command Organization (ICS) shall be established between the two agencies. If the incident directly involves both jurisdictions, Cost Share Agreements shall be initiated by jurisdictional agencies.
3. Automatic Aid Area would be the area of the border between Carson City and that part of Washoe County in Sierra Fire Protection District jurisdiction. The area is in the Lakeview Estates area of south Washoe Valley.

08/16/18

**Interlocal Agreement between
North Lake Tahoe Fire Protection District
And
Sierra Fire Protection District**

This agreement is made and entered into by the North Lake Tahoe Fire Protection District, hereinafter referred to as *NLTFPD* and the Sierra Fire Protection District, hereinafter referred to as *SFPD*. This agreement shall become in full force and effect upon signatures and dates as provided herein.

RECITALS

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

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

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 227.180 to provide for the circumstances and procedures under which each agency will provide assistance in responding to fire and other emergencies when requested by the other;

Now therefore, the parties hereto mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

1. The agency which experiences an incident in which assistance is sought shall be known herein as the *Requesting Party*. The agency providing assistance shall be known herein as the *Responding Party*.
2. A request for assistance shall be made by the officer of the Requesting Agency when believed necessary, or by the duty officer of the Requesting Agency. The request must be made to the officer on-duty for the Responding Agency when believed necessary or by the duty officer of the Requesting Party. The request must be made to the officer on duty for the Responding Agency. 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.
3. The officer on duty for the Responding Agency shall determine whether it has resources available to respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency. The decision as to availability of resources is solely within the discretion of the Responding Agency.

08-16-18

4. 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. Again the decision to provide resources is solely within the discretion of the Responding Agency.
5. In the event any claim or litigation is brought against the parties hereto based upon an incident in which aid was provided pursuant to this agreement and it is alleged that the parties are jointly or severally liable, the agency in whose jurisdiction the incident originally occurred shall provide for the defense of the action. The Requesting Agency in the incident further agrees to indemnify and hold harmless the Responding Agency from any liability the Responding Agency may incur as the result of responding to a request for aid except for those incidents in which the personnel of the Responding Agency acted with gross negligence or maliciously.
6. 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.
7. Any mutual aid extended under this agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an overhead management team. Pursuant to this authority the Requesting Agency, the agency which has command or the overhead management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this mutual aid agreement.
8. Mutual aid shall be provided without expectation of reimbursement for the first twenty-four (24) hours from the time of request for mutual aid. If it appears that the incident will last longer than twenty-four (24) hours the designated representative for NLTFPD and the designated representative of SFPD shall meet and confer to discuss and agree upon the costs of the Responding Agency to remain at the incident. The Requesting Agency shall mutually agree to the Responding Agency charges to remain on the incident. This ideally will occur in person, but may be completed over the telephone or some type of other verbal communication. Areas of automatic aid are listed in Appendix A.
9. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

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10. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.
11. The Responding Agency to a mutual aid request shall provide the Requesting Agency with an incident report within fourteen (14) day's of their request.
12. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, 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. The parties may amend this agreement at any time by a request made in writing and approved by the governing bodies of both the parties to this Agreement.
14. 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, unless revoked as provided herein. This agreement may be revoked by mutual action of the parties, or unilaterally by either party, with or without cause, provided that a unilateral revocation shall not be effective until 30 days after a party has served written notice of revocation to the other party. Annual review of the agreement by both parties may take place in April of each year. If either party wishes to review this agreement they shall serve upon the other party notice by no later than March 1st of the particular year. This agreement may also be reviewed by mutual consent at any time throughout the year if agreed upon by both parties in writing.
15. All notices and communications concerning this agreement shall be directed as follows:

North Lake Tahoe Fire Protection District
Mike Brown, Fire Chief
866 Oriole Way
Incline Village, Nevada 89451

Sierra Fire Protection District
Michael Greene, Fire Chief
4000 Joy Lake Road
Reno, Nevada 89511

08-26-15 SF

16. One of the duplicate originals shall be retained by each agency with the other to be transmitted to the other agency to this agreement.

Fund Out: Except with respect to aid already rendered hereunder for which reimbursement is required by the Requesting Agency pursuant to this agreement, in the event that the governing body of either party fails to obligate any funds necessary to carry out the obligations created hereunder beyond that party's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

17. The parties do not waive and intend to assert all available immunities, including NRS chapter 41 immunities, in all cases.

MUTUAL AID

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

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

08-6-15F

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this _____ day of _____, 200__.

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

SIERRA FIRE PROTECTION DISTRICT

By: _____
Mike Brown, Fire Chief
North Lake Tahoe Fire Protection District

By: _____
Michael Greene, Chief,
Sierra Fire Protection District

Date: _____

Date: _____

By: _____
Chairman, NLTFPD Fire Board

By: _____
Robert M Larkin, Chairman
SFPD Board of Directors

Date: _____

Date: _____

ATTEST:

By: _____
District Attorney, Incline Village

By: _____
Washoe County Clerk

08-61SF

**2008/2009
ANNUAL OPERATING PLAN**

**Between the
SIERRA FIRE PROTECTION DISTRICT**

and the

North Lake Tahoe Fire Protection District

This annual operating plan for the calendar year 2008/2009 is made between the Sierra Fire Protection District, herein after referred to as SFPD and the North Lake Tahoe Fire Protection District herein after referred to as NLTFPD.

Authority for this plan is the Inter-local contract, between the North Lake Tahoe Fire Protection District and the Sierra Fire Protection District dated July, 2008.

This annual operating plan shall become effective on _____ 2008 and continue through May 1, 2009. The annual operating plan shall be reviewed and amended as needed by agreement from both parties each year in the month of May.

AUTOMATIC AID

NORTH LAKE TAHOE FIRE PROTECTION DISTRICT JURISDICTION

The Sierra Fire Protection District is requested to respond with:

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

SFPD FUELS MANAGEMENT CREW SUPPORT

- A. Any SFPD Fuels Management Crew use shall be assistance by hire and is the responsibility of the ordering agency.

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Operational Considerations:

1. The agencies respective dispatch centers are responsible to contact the other center using the most expedient method available when emergency responses are dictated by the specific terms of this agreement. Dispatch centers shall notify the other dispatch center within 60 seconds of determination of jurisdiction of the incident.

All incidents within NLTFPD jurisdiction shall operate on command communication frequencies as assigned for their jurisdiction and operate on tactical frequencies as set forth in NLTFPD dispatch protocols.

2. For any incident that occurs on State Lands within the SFPD jurisdiction. The Nevada Division of Forestry (NDF) shall be notified immediately and shall be included in the "Unified Command" of the incident. All incidents on State Lands within the SFPD jurisdiction is the responsibility of NDF.

SIERRA FIRE PROTECTION DISTRICT JURISDICTION

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

Emergency response resources to all reported First Alarms/Request for Emergency medical Services in the area under SFPD jurisdiction along State Hwy 28 from NLTFPD boundary to the Washoe County/Carson City rural lines. Resources shall also be provided to all reported First Alarms/Request for Emergency Medical Services all for the first twenty four (24) hours. NLTFPD will bill the patient for EMS services according to its normal, standard EMS billing procedures. Notification of all reported emergency responses in these areas regardless of type shall be made to each parties dispatch center.

2. Emergency response resources to all reported First Alarms/Request for Emergency Medical Services along and adjacent to Hwy 431 from the District's boundary to the summit, into areas under SFPD jurisdiction.

3. Appropriate resources (Minimum of 1 type 1 or type 3 engine) on all Second Alarm Structure and Wildland fires and other incidents as requested, along and adjacent to Hwy 431 to the Mount Rose Ski Area (Slide Mountain access road) in areas under SFPD.

4. The "slide crew" hand crew will be reimbursed to the District for actual hours worked at standard or over-time rate.

Operational Considerations:

1. The agencies respective dispatch centers are responsible to contact the other center using the most expedient method available when emergency responses are dictated by the specific terms of this agreement. Dispatch centers shall notify the other dispatch center within 60 seconds of determination of jurisdiction of the incident.

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All incidents within SFPD jurisdiction shall operate on communications frequencies as assigned for their jurisdiction unless mutually agreed upon by both parties for the incident.

2. SFPD and NLTFPD agree to assist each other with fire investigations or conduct investigations in the absence of the jurisdiction's investigator if requested by the agency having jurisdiction.

3. "Unified Command" between agencies for Interface or Wildland fires will be established, Cost Share agreements may be made when necessary between the various jurisdictional fire protection agencies involved with any emergency. If necessary, a FEMA Declaration can be made through established protocols during Interface fire emergencies, which provides necessary cost sharing capabilities.

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

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this _____ day of _____, 2008.

APPROVED BY:

_____ **Date** _____
MICHAEL GREENE, Fire Chief
Sierra Fire Protection District

_____ **Date** _____
ROBERT M. LARKIN, Chairman
Sierra Fire Protection District
Board of Directors

_____ **Date** _____
MICHAEL BROWN, Fire Chief
North Lake Tahoe Fire Protection District

09-16/08

**Sierra Fire Protection District and the
City of Reno/Truckee Meadows Fire Protection District**

In accordance with NRS 277.045, this agreement (“Agreement”) is made and entered into by the Sierra Fire Protection District, (hereinafter referred to as “Sierra Fire”), a Fire District formed under NRS Chapter 473, and the City of Reno, a municipal corporation and Truckee Meadows Fire Protection District, a Fire District formed under NRS Chapter 474 (hereinafter jointly may be referred to as the “Consolidated Department”) and is effective upon approval and execution by all parties.

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 that assistance of other fire response organizations would be beneficial in addressing the emergencies; and,

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 227.045 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 parties 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. Automatic Aid – Automatic Aid means both parties are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Appendixes A and B.

b. Mutual Aid – Mutual Aid may be provided in the event of a specific request for assistance as set forth below.

c. 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.

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

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

3. Mutual Aid Resource Determination. The Fire Chief, or his duly authorized designee, 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 which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency under the terms of this Agreement. The decision as to availability of resources is solely within the discretion of the Responding Agency. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

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

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

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

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

- a. Mutual Aid and/or Automatic Aid shall be provided without expectation of reimbursement with the exception of incidents that last longer than (24) twenty-four hours.
- b. After 24 hours, the designated representative for each of the parties shall attempt to meet and confer to allocate the costs of the incident between the parties.
- c. On incidents that occur in both jurisdictions, a cost share agreement will be developed prior to the termination of the incident.
- d. If reimbursement of any kind is sought and received, whether through litigation, claims, or from FEMA or from any other agency or other third party (collectively referred to as "Third Party Reimbursement Request"), then the Responding Agency will be entitled to receive reimbursement for the incurred actual invoiced costs from time of the request for Mutual Aid and/or Automatic Aid. The parties recognize FEMA reimbursement is usually not less than 75% of incurred actual invoiced costs. If a Third Party Reimbursement Request is unsuccessful or less than 75% of incurred actual costs are received, then sections 7a or 7b of this Agreement would apply.
- e. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.
- f. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party.
- g. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.

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h. A separate bill will be submitted for each fire. Bills will be identified by fire name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories (direct, support, air, and retardant). Billings for fire suppression assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:

- Bill for Collection
- Narrative Cover Letter
- Fire Suppression Cost Summaries
- Copies of Resource Orders and other supporting documentation
- Copies of applicable Cost Share Agreements

i. In no circumstances will either party agree to or pay incident charges on behalf of the other party without first obtaining express written permission.

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

9. Worker's 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.

10. Termination. The Agreement may be terminated by mutual consent of all of the parties or unilaterally by any party without cause upon providing thirty (30) 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 and if this event occurs, the affected party shall immediately notify the other parties in writing. This Agreement will be reviewed by staff for the parties when Attachments A and B are reviewed each year to determine if any modifications are necessary.

11. 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

D8-661SF

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

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

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

14. Integration and Modification. This Agreement constitutes the entire agreement of the 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 approved and signed by the respective governing bodies hereto.

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

16. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party. Notwithstanding the foregoing, the Truckee Meadows Fire Protection District consents that the duties under this Agreement may be performed by the Consolidated Fire Department.

17. 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

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unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

18. 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.

19. 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.

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

21. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Sierra Fire Protection District
Fire Chief
1001 E. Ninth St
Reno, NV 89503

Truckee Meadows Fire Protection District
And Reno Fire Department
Fire Chief, Reno Fire Department
200 Evans Ave.
Reno, NV 89501

Cc: Reno City Attorney's Office
Attention: Tracy L. Chase, Deputy City Attorney
P. O. Box 1900
Reno, NV 89505

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.

08-16-15

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

Dated this _____ day of _____, 2008.

CITY OF RENO

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

ATTEST:

City Clerk, City of Reno

APPROVED AS TO FORM:

Reno City Attorney

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Robert M. Larkin, Chairman
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

Washoe County District Attorney

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SIERRA FIRE PROTECTION DISTRICT

Robert M. Larkin, Chairman
Sierra Fire Protection District Board of Directors

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

Washoe County District Attorney

08-6/8/8F

ATTACHMENT A

DEFINED AUTOMATIC AID RESPONSE AREAS

A. RENO FIRE DEPARTMENT/TRUCKEE MEADOWS F.P.D. JURISDICTION

The Sierra Fire Protection District is requested to respond automatically to the following identified response areas:

- a. **RFD Eastlake Response Area:** For this Agreement, this area is as defined as all areas east of U.S. Highway 395 with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of U.S. Highway 395 and Eastlake Blvd. Automatic Aid response includes:
 - a. One Type 1 Engine on first alarms only when E-16 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

- b. **RFD Toll Rd. Response Area:** For this Agreement, this area is as defined as all areas east of U.S. Highway 395 to the Washoe/Storey County line with the Northern Boundary of Geiger Grade Road, Southern Boundary of -U.S. Highway 395 and Rhodes Road, Western Boundary of- the Steamboat Ditch. The response area includes the Toll Road Area. Automatic Aid response includes:
 - a. One Type 1 Engine on first alarms only when E-14 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

- c. **RFD Mira Loma Response Area:** For this Agreement, this area is as defined as all areas east of Mira Loma Rd to the Washoe/Storey County line with the Northern Boundary of Truckee River, Southern Boundary of Geiger Grade Rd., with the exclusion of the Hidden Valley Urban area. Automatic Aid response includes:
 - a. One (1) Type-1 Engine, One Water Tender on all Second Alarm incidents
 - b. One (1) Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

- d. **RFD Pleasant Valley Response Area:** For this Agreement, this area is as defined

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as all areas east North/South Ridgeline District Boundary on the West side of Pleasant Valley to the Washoe/Storey County line with the Northern Boundary of- Rhoades Road, Southern Boundary of -U.S. Highway 395 and Northern Eastlake Rd. Automatic Aid response includes:

- a. One Type 1 Engine on first alarms only when E-16 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.
- e. RFD Brown Response Area:** For this Agreement this area is as defined as all areas west of US 395 with the Northern Boundary of- Foothill Road, Southern Boundary of U.S. Highway 395 and Towne Dr. Automatic Aid response includes:
- a. One Type 1 Engine on first alarms only when E-14 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.
- f. RFD Mt. Rose Response Area:** For this Agreement, this area is as defined as all West of US 395, from Steamboat Ditch to Zolezzi Lane. Automatic Aid response includes:
- a. One Type 1 Engine on first alarms only when E-14 is unavailable
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.
- g. RFD Verdi Response Area:** For this Agreement, this area is defined as any newly annexed areas in the Mogul, Verdi, and Southern Peavine area. Automatic Aid response includes:
- a. One Type-1 on all First Alarm incidents.
 - b. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - c. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires

All other RFD response areas shall be considered as Mutual Aid and requested through the Sierra Front Interagency Dispatch Center

Incident Communications shall be on the RFD assigned frequency

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B. SIERRA FIRE PROTECTION DISTRICT JURISDICTION

The Reno Fire Department is requested to respond automatically to the following identified response areas:

1. **SFFPD West Washoe Response Area:** For this Agreement, this area is as defined as all areas west of U.S. Highway 395 with the Northern Boundary of U.S. Highway 395 at Pagni Lane and the Southern Boundary of the Washoe/Carson City County line. Automatic Aid response includes:
 - a. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush truck, One Water Tender on Second Alarm wildland fires.

2. **SFPD Peavine Response Area:** For this Agreement, this area is as defined as all areas of west of U.S Highway 395 from Raleigh Heights to the Nevada-California State lines. Automatic Aid response includes:
 - a. One Type-1 Engine, on all Still Alarm incidents.
 - b. Two Type-1 Engines, One Water Tender, One BC on all Second Alarm incidents.
 - c. Two Type-3 Brush Engines, One Water Tender, One BC on all Second Alarm wildland incidents.

3. **SFFPD Galena-Arrow Creek Response Area:** For this Agreement, this area is as defined as all areas West of U.S. Highway 395 at Steamboat Ditch to Galena Creek Park with the Northern Boundary of– Thomas Creek Road and Holcomb Lane, Southern Boundary of Browns Creek. Automatic Aid response includes:
 - a. One Type-1 Engine, one Water Tender on all Second Alarm incidents.
 - b. One Type-3 Brush Engine, one Water Tender on all Second Alarm wildland incidents.

4. **SFFPD Verdi Response Area:** For this Agreement, this area is as defined as all areas West from West McCarran within the SFFPD boundary to the Nevada-California State Line. Automatic Aid response includes:
 - a. One (1) Type-1 Engine, one Water Tender on all Second Alarm incidents.
 - b. One (1) Type-3 Brush Engine, one Water Tender on all Second Alarm wildland incidents.

5. **SFFPD Keystone Canyon/Hoage Road response area:** For this Agreement, this area is as defined as all areas within the SFFD boundary north of North McCarran and west of 395 with the northern boundary Raleigh Heights. Automatic response includes:

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- a. One (1) Type-1 Engine, on all Still Alarm incidents.
- b. Two (2) Type-1 Engines, One Water Tender, One BC, on all Second Alarm incidents.
- c. Two (2) Type-3 Brush Engines, One Water Tender, One BC on all Second Alarm wildland incidents.

Incident Communications shall be on the Sierra Fire Protection District assigned frequency.

All other SFPD response areas shall be considered as Mutual Aid and requested through the Reno Dispatch Center.

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ATTACHMENT B

MUTUAL AID

2008-2010 ANNUAL OPERATING PLAN

The Annual Operating Plan for the fiscal years of 2007/08 and 2008/09 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective parties shall conduct an annual review of the Operating Plan during the month of December of each year so each of the parties may utilize this information in the budgetary processes applicable to it.

A. MUTUAL AID REQUESTS:

It is in the best interests of all parties to:

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

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

B. RESOURCES AND REIMBURSEMENT:

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

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The exception to this reimbursement period is the use of Fire/Fuels Crews and any Dozer resources developed by the Sierra Fire District These Fire Fuels Crews shall be utilized at no cost with exception of any overtime cost after 48 hours. The Dozer resources shall be reimbursed after 24 hours.

PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the Department personnel have been designated entitlement to "portal to portal pay" by home agency per the rate schedule.
3. Equipment is not included in portal to portal pay provisions; however mileage will be reimbursed at the rate indicated in the rate schedule.

DEPARTMENT RATE SCHEDULE

EQUIPMENT

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time.

Rates based on actual cost to Reno Fire Department for 2008-2009.

- Structure Engine - Type I or II \$75.00/hr
- Brush Engine - Type III \$55.00/hr
- Water Tender \$50.00/hr
- Squad/Air Unit \$45.00/hr
- Haz Mat Unit \$45.00/hr

SUPPORT EQUIPMENT RATES

City, County, or Fire District Owned Vehicles:

- Sedan \$49.00 per day
- Pickup \$55.00 per day
- Van \$65.00 per day
- SUV \$76.00 per day
- Other \$76.00 per day (3/4 ton & above)

RENO LINE PERSONNEL (56 Hour Personnel)

Portal to Portal Rates

	<u>1/1/08-6/30/08</u>	<u>7/01/08-12/31/08</u>	<u>1/01/09-7/01/09</u>
• Battalion Chief	116.82	119.27	121.77
• Captain	88.67	80.24	92.43
• Pump Operator/Driver	78.59	78.59	81.93
• Firefighter	71.39	72.89	74.42

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RENO OVERHEAD PERSONNEL (40 Hour Personnel)

Portal to Portal Rates

	<u>1/1/08-6/30/08</u>		<u>7/01/08-12/31/08</u>		<u>1/01/09-7/01/09</u>	
	Base	Overtime	Base	Overtime	Base	Overtime
• Division Chief	89.67	134.51	91.56	137.33	93.48	140.22
• Investigator/Inspector	53.20	79.80	54.32	81.47	55.46	83.18
• Mechanic	53.20	79.80	54.32	81.47	55.46	83.18
• Training Capt	59.12	88.68	60.36	90.55	61.63	92.45
• Supply Officer	42.78	64.17	43.68	65.52	44.60	66.89

In exchange for the above noted exception, the Consolidated Fire Department will provide the following resources to Sierra Fire as assistance for hire upon request and if such resources are available: Breathing Air Support Unit, Light Support Unit, Heavy Rescue Unit, and Hazmat team / equipment*. (*Haz-mat equipment which is deemed not reusable by the Responding Agency will be reimbursed by agency of jurisdiction).

SIERRA FIRE PROTECTION DISTRICT RATE SCHEDULE

EQUIPMENT

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time.

Rates based on actual cost to SFPD for 2008-2009.

- Structure Engine - Type I or II \$75.00/hr
- Brush Engine - Type III \$55.00/hr
- Water Tender \$50.00/hr

SUPPORT EQUIPMENT RATES

City, County, or Fire District Owned Vehicles:

- Pickup \$55.00 per day
- Van \$65.00 per day
- SUV \$76.00 per day
- Other \$76.00 per day (3/4 ton & above)
- Polaris UTV \$100.00/day

SFPD PERSONNEL

	<u>Portal to Portal Rates</u>
• Battalion Chief	\$66.00/hr
• Captain	\$49.50/hr
• Pump Operator/Driver	\$44.00/hr
• Firefighter/Paramedic	\$44.00/hr
• Firefighter	\$38.50/hr

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FUELS MANAGEMENT/FIRE CREW

The SFPD fuels management crew is administered by SFPD with support from TMFPD. Unless provided otherwise in the Agreement, Mutual aid shall be provided without expectation of reimbursement up to the first twenty-four (24) hours of the incident from the time of request and within the jurisdictional areas of the respective parties. After the first 24 hours, with agreement by both parties, service provided without reimbursement can be negotiated. No third party agreements will be made regarding the use of the crew for jurisdictions other than as per this agreement.

FUELS MANAGEMENT/FIRE CREW – PERSONNEL

The SFPD fuels management/fire crew is not subject to portal to portal pay. Any billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

- Superintendent \$49.50/hr
- Squad Boss \$38.50/hr
- Seasonal Firefighter \$35.20/hr

FUELS MANAGEMENT/FIRE CREW – EQUIPMENT

- Superintendent Vehicle \$55.00/hr
- Crew Truck \$65.00/hr
- Patrol Truck \$55.00/hr
- Chain saws \$5.00/hr
- Polaris UTV \$100.00/day
- Van \$65.00/day
- Pick up \$55.00/day

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APPENDIX C MAPS OF AUTOMATIC AID AREAS

08-10-15

**Interlocal Agreement between
Truckee Fire Protection District
And
Sierra Fire Protection District**

This agreement is made and entered into by the Truckee Fire Protection District, hereinafter referred to as *TFPD* and the Sierra Fire Protection District, hereinafter referred to as *SFPD*. This agreement shall become in full force and effect upon signatures and dates as provided herein.

RECITALS

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

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

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 227.180 to provide for the circumstances and procedures under which each agency will provide assistance in responding to fire and other emergencies when requested by the other;

Now therefore, the parties hereto mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

1. The agency which experiences an incident in which assistance is sought shall be known herein as the *Requesting Party*. The agency providing assistance shall be known herein as the *Responding Party*.
2. A request for assistance shall be made by the officer of the Requesting Agency when believed necessary, or by the duty officer of the Requesting Agency. The request must be made to the officer on-duty for the Responding Agency when believed necessary or to the duty officer of the Requesting Party. Said requests shall route through the ordering points (Command Centers) for the respective agencies. 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.
3. The officer on duty or command center for the Responding Agency shall determine whether it has resources available to respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Agency and which are requested by the Requesting Agency. The decision as to availability of resources is solely within the discretion of the Responding Agency.

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4. 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. Again the decision to provide resources is solely within the discretion of the Responding Agency.
5. In the event any claim or litigation is brought against the parties hereto based upon an incident in which aid was provided pursuant to this agreement and it is alleged that the parties are jointly or severally liable, the agency in whose jurisdiction the incident originally occurred shall provide for the defense of the action. The Requesting Agency in the incident further agrees to indemnify and hold harmless the Responding Agency from any liability the Responding Agency may incur as the result of responding to a request for aid except for those incidents in which the personnel of the Responding Agency acted with gross negligence or maliciously.
6. 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.
7. Any mutual aid extended under this agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an overhead management team. Pursuant to this authority the Requesting Agency, the agency which has command or the overhead management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this mutual aid agreement.
8. Mutual aid shall be provided without expectation of reimbursement for the first twenty-four (24) hours from the time of request for mutual aid. If it appears that the incident will last longer than twenty-four (24) hours the designated representative for TFPD and the designated representative of SFPD shall meet and confer to discuss and agree upon the costs of the Responding Agency to remain at the incident. The Requesting Agency shall mutually agree to the Responding Agency charges to remain on the incident. This ideally will occur in person, but may be completed over the telephone or some type of other verbal communication. Areas of automatic aid are listed in Appendix A.
9. On fires where costs are incurred pursuant to the terms of this agreement, the Billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than 180 days after the fire is declared out. If the total cost is not known at the time of initial billing, a partial bill or estimated bill, so identified, may be submitted.

08-6157

10. Billing deadlines set forth herein are intended to encourage prompt billing. Failure to meet these timeframes shall not be construed as a release or waiver of claims for reimbursement against the other party. Should additional costs be identified after a "final" billing has been issued, a supplemental bill may be issued if agreeable to applicable parties.
11. The Responding Agency to a mutual aid request shall provide the Requesting Agency with an incident report within fourteen (14) day's of their request.
12. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, 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. The parties may amend this agreement at any time by a request made in writing and approved by the governing bodies of both the parties to this Agreement.
14. 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, unless revoked as provided herein. This agreement may be revoked by mutual action of the parties, or unilaterally by either party, with or without cause, provided that a unilateral revocation shall not be effective until 30 days after a party has served written notice of revocation to the other party. Annual review of the agreement by both parties may take place in April of each year. If either party wishes to review this agreement they shall serve upon the other party notice by no later than March 1st of the particular year. This agreement may also be reviewed by mutual consent at any time throughout the year if agreed upon by both parties in writing.
15. All notices and communications concerning this agreement shall be directed as follows:

Truckee Fire Protection District
Bryce E. Keller, Chief
10049 Donner Pass Road
P.O. Box 2768
Truckee, California 96160

Sierra Fire Protection District
Michael Greene, Fire Chief
4000 Joy Lake Road
Reno, Nevada 89511

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16. One of the duplicate originals shall be retained by each agency with the other to be transmitted to the other agency to this agreement.

Fund Out: Except with respect to aid already rendered hereunder for which reimbursement is required by the Requesting Agency pursuant to this agreement, in the event that the governing body of either party fails to obligate any funds necessary to carry out the obligations created hereunder beyond that party's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction.

17. The parties do not waive and intend to assert all available immunities, including NRS chapter 41 immunities, in all cases.

MUTUAL AID

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

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

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IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this _____ day of _____, 2008.

TRUCKEE FIRE PROTECTION DISTRICT

SIERRA FIRE PROTECTION DISTRICT

By: _____
Bryce E. Keller, Chief
Truckee Fire Protection District

By: _____
Michael Greene, Chief
Sierra Fire Protection District

Date: _____

Date: _____

By: _____
Robert Larkin, Chairman
SFPD Board of Directors

Date: _____

Approved as to form:

Approved as to form:

By: _____

By: _____
Washoe County District Attorney

Date: _____

Date: _____

ATTEST:

By: _____

By: _____
Washoe County Clerk

08-16-08

**2008/2009
ANNUAL OPERATING PLAN**

**Between the
SIERRA FIRE PROTECTION DISTRICT**

and the

Truckee Fire Protection District

This annual operating plan for the calendar year 2008/2009 is made between the Sierra Fire Protection District, herein after referred to as SFPD, and the Truckee Fire Protection District herein after referred to as TFPD.

Authority for this plan is the Inter-local contract, between the Truckee Fire Protection District and the Sierra Fire Protection District dated July 2006.

This annual operating plan shall become effective on May 1, 2008 and continue through May 1, 2009. The annual operating plan shall be reviewed and amended as needed by agreement from both parties each year in or before the month of May

ORDERING POINT INFORMATION

The ordering point for Truckee Fire Protection District is Grass Valley Interagency "Command Center". The 24 hour ordering number is (530) 477-5761. For non-emergency requests call (530) 477-0641 ext. 7.

The ordering point for Sierra Fire Protection District is Reno Emergency Communications, 5195 Spectrum Blvd, Reno Nevada, 89506. For ordering or other requests call (775) 334-2306 or (775) 334-2347.

AUTOMATIC AID

TRUCKEE FIRE PROTECTION DISTRICT

The Sierra Fire Protection District is requested to respond with:

1. One (1) Type-3 Brush Engine and the Verdi VFD as automatic aid to the portion of Sierra County west of Verdi, Nevada in the Sunrise Basin area and upon request for any wildland fire within TFPD jurisdiction, at no cost to TFPD for the first 24 hours.
2. One (1) Command Officer on any wildland fire that has escaped initial attack or escalated to a second alarm under TFPD jurisdiction along Interstate 80 from the

09-11-08

California/Nevada state line to Hirschdale, California, at no cost to TFPD for the first 24 hours.

A "Unified Command" ICS structure will be established with both agencies at the established ICP.

3. One (1) Type-1 ILS Engine and the Verdi VFD as automatic aid to all non-wildland incidents, medical emergencies, vehicle accidents, vehicle fires, etc., along Interstate 80 within TFPD jurisdiction from the California/Nevada state line to Floriston, California.

A "Unified Command" ICS structure will be established with both agencies at the established ICP.

4. One (1) Water Tender for any type of alarm to TFPD upon request.

SFPD FUELS MANAGEMENT CREW SUPPORT

A. Any SFPD Fuels Management Crew use shall be assistance-by-hire and is the responsibility of the ordering agency.

Operational Considerations:

1. For any incident that occurs on lands that may threaten the SFPD jurisdiction, the SFPD shall be notified immediately and shall be included in the "Unified Command" of the incident.

2. All incidents within TFPD jurisdiction shall operate on communications frequencies as assigned for their jurisdiction, unless mutually agreed upon by both parties for the incident.

3. Cost share agreements shall be entered into for all jurisdictions involved as needed for extended attack incidents.

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SIERRA FIRE PROTECTION DISTRICT JURISDICTION

The Truckee Fire Protection District is requested to respond with:

1. One (1) Type-3 Brush upon request for any wildland fire within SFPD jurisdiction, at no cost to SFPD for the first 24 hours.

2. Appropriate resources (Minimum of one type 1 or type 3 engine) on all Second Alarm Structure and Wildland fires and other incidents as requested, along and adjacent to Interstate 80 to the Mogul area in Nevada in areas under SFPD jurisdiction.

Operational Considerations:

- a. For any incident that occurs on lands that may threaten the TFPD jurisdiction, the TFPD shall be notified immediately and shall be included in the "Unified Command" of the incident.
- b. All incidents within SFPD jurisdiction shall operate on communication frequencies as assigned for their jurisdiction unless mutually agreed upon by both parties for the incident.
- c. Cost share agreements shall be entered into for all jurisdictions involved as needed for extended attack incidents.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this _____ day of _____, 2008.

APPROVED BY:

MICHAEL GREENE, Fire Chief
Sierra Fire Protection District

Date _____

ROBERT M. LARKIN, Chairman
Sierra Fire Protection District
Board of Directors

Date _____

BRYCE KELLER, Fire Chief
Truckee Fire Protection District

Date _____

09-16-08
SFP

RESOLUTION ----- Creating the Emergency Fund for the Sierra Fire Protection District
as of July 1, 2008

WHEREAS, the Sierra Fire Protection District Board of Fire Commissioners
desire to create a special revenue fund for the accounting of the Sierra Fire Protection District's
unforeseen large wildland fire emergencies; and

WHEREAS, NRS 474.510 provides that the Sierra Fire Protection District Board
of Fire Commissioners may establish the District Emergency Fund in order to meet unforeseen
emergencies and which must not be used for regular operating expenses; and

WHEREAS, the reimbursement to the state and federal cooperators who assist in
the suppression of large wildland fires is becoming more expensive; and

WHEREAS, NRS 354.612 provides that the Sierra Fire Protection District Board
of Fire Commissioners may establish a special revenue fund by resolution which describes the
purpose of the fund, the resources to be used to establish the fund, the sources to be used to
replenish the fund and the method for controlling the expenses and revenues of the fund.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The object and purpose of this fund is to account for resources and
expenditures incurred by the Sierra Fire Protection District for
the payment of state and federal cooperators for the cost of suppressing
large wildland fires; and
2. The resources to be used to establish the fund is a budgeted operating
transfer from the Sierra Fire Protection District's General Fund to the
Emergency Fund in the amount of \$1,000,000 in FY 08-09.

08-165 SF

3. The source to be used for future replenishment of the fund is operating transfers from the District's General Fund to the Sierra Fire Protection District's Emergency Fund.
4. The method for which a determination will be made as to whether the fund balance is reasonable and necessary to carry out the purpose of the fund and for controlling expenses and revenues of the fund is the budgeting and financial accounting policies administered by the Sierra Fire Protection District and the Washoe County Comptroller's office.
5. Any interest earned on the monies in the fund, after deducting applicable bank charges, must not be credited to the fund but to the District's General Fund due to the limitation on the balance of the Emergency Fund established in NRS 474.510.

ADOPTED this _____ day of August, 2008.

AYES:

NAYES:

ABSENT:

ATTEST:

Robert Larkin, Chairman

Amy Harvey, Washoe County Clerk

08-15-08