

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

TUESDAY

11:00 a.m.

MARCH 27, 2012

PRESENT:

Robert Larkin, Chairman
Bonnie Weber, Vice Chairperson
John Breternitz, Commissioner
David Humke, Commissioner
Kitty Jung, Commissioner

Nancy Parent, Chief Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel
Tim Leighton, Interim Fire Chief

The Board convened at 12:15 p.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

12-42SF AGENDA ITEM 11

Agenda Subject: “Possible closed session for the purpose of discussing negotiations with Sierra Fire Protection District Employee Organizations per NRS 288.220.”

12:39 p.m. On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with Sierra Fire Protection District Employee Organizations per NRS 288.220.

2:15 p.m. The Board reconvened as the Board of Fire Commissioners for the Sierra Fire Protection District (SFPD) and the Truckee Meadows Fire Protection District (TMFPD.)

The following Agenda Items, #7, #8, and #9, will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Sierra Fire Protection District and Truckee Meadows Fire Protection District. (Agenda Item #5, #6, and #7 on the Truckee Meadows Fire Protection District Agenda)

12-43SF AGENDA ITEM 7

Agenda Subject: “Presentation on TMFPD/SFPD Consolidated Fire District financial challenges and actions taken to create a sustainable consolidated fire district insuring all District stations remain open and operational.”

Mary Walker, Walker and Associates, said much discussion had taken place about the \$40 million the City of Reno (City) and the Truckee Meadows Fire Protection District (TMFPD) had saved due to the Interlocal Agreement. On average, the City saved \$2.8 million per year, but that was not enough to counter the City's loss of tax revenues due to the recession. With the City's severe budget reductions and fire station closures, the City's Fire Department was reduced 142 positions from 399 to 257. Currently, she indicated that seven of the City's 14 Stations were either permanently or temporarily closed. Ms. Walker explained on average the Interlocal Agreement saved the TMFPD \$1.3 million per year through Fiscal Year 2010; however, that was not enough to counter the TMFPD's \$4.6 million annual loss of revenue due to the recession. While the Interlocal Agreement was beneficial, the impacts of the economy were greater than the savings generated. Since 2009, the TMFPD and the City had been negotiating the Interlocal Agreement and, to ensure financial sustainability, the TMFPD had requested to be part of the union negotiations.

Ms. Walker conducted a PowerPoint presentation, which was placed on file with the Clerk. She reviewed Amendment No. One to the Interlocal Agreement that was completed in May 2010 and the TMFPD's preliminary property tax billing that was finalized in January 2011, indicating that the TMFPD would lose 11 percent of property tax revenues for the upcoming fiscal year. Between January 2011 and May 2011, the TMFPD was repeatedly told by the City that the 731 Union negotiations were going well and significant Union concessions were forthcoming, which would offset the District's operating deficits. Through 2010 and May 2011, the City and the District continued contract negotiations, which included a new Actual Cost Methodology and, while many Articles on the Interlocal Agreement were agreed upon, many items remained outstanding.

Ms. Walker remarked that during the May 16, 2011 budget hearing, the District reported a \$4.6 million annual loss of revenue. The City and Local 731 remarked there was an agreement on Union concessions; however, the agreement provided the District only \$450,000 in Union concessions and no minimum three-person staffing; far below what had been requested. On June 17, 2011, the County Manager received a letter from the Reno City Manager outlining the City's final offer, which included a five-year elimination of the annexation credit, further exacerbating the financial wherewithal of the District to retain station operations while under the Reno/TMFPD Agreement. On June 28, 2011, the Board of Fire Commissioners (BOFC) were presented with four alternatives. The Board chose the only financially feasible alternative, which was a TMFPD standalone department with three-person minimum staffing. The Board also approved the Notice of Termination of the Interlocal Agreement on June 28, 2011.

Ms. Walker indicated that the Transition Plan for deconsolidation was approved by the BOFC in August 2011. During the October 25, 2011 meeting, the BOFC's for the TMFPD and the Sierra Fire Protection District (SFPD) approved the consolidation of the administration and operations of the TMFPD and the SFPD with sustainable salary and benefits packages, minimum three-person staffing and financial sustainability. She said from the fall of 2011 until December 2011, the City contacted

TMFPD representatives and stated they had financially sustainable alternatives to keep the TMFPD in the Interlocal Agreement. In February 2012, the City and Local 731 presented a new plan to continue the fire consolidation. The Plan (Reno/731) included a \$2,145,519 funding shortfall to be funded 100 percent by the TMFPD and the SFPD. She said the Plan was admittedly not sustainable in the short-term by the City. For the long-term, the Reno/731 Plan did not identify any additional future revenue or savings to offset the \$2,145,519 funding shortfall. Therefore, the Reno/731 Plan was not financially sustainable in the short-term or long-term. The deficit would have to be addressed either through a 15.24 cent property tax increase or the closure of two fire stations by Fiscal Year 2013/14 and the closure of one more station by Fiscal Year 2014/15.

On March 13, 2012, Ms. Walker said that the BOFC approved an offer of automatic aid to the City, which included assuming sick/annual leave liability for an estimated \$375,000, assuming retiree health liabilities for \$3.65 million, offering use of Station 14 for \$1 per year, and providing automatic aid response into the City, which benefited the City by \$833,917 per year more than the City's response into the TMFPD/SFPD. It was noted that the County had not yet received a response from the City on the offer.

Ms. Walker stated that the following four alternatives were now being presented to the Board for consideration in the event the offer was rejected from the City:

1. Reno/731 Plan with a \$2.1 million operating deficit, a potential 15.24 cent tax increase or closure of three fire stations.
2. Reno charge for automatic aid with \$1.9 million operating deficit, a potential 11.48 cent tax rate increase or closure of two fire stations.
3. TMFPD/SFPD Plan A with a TMFPD/SFPD standalone district, retains automatic aid with the City, includes no tax rate increase and no fire station closures.
4. TMFPD/SFPD Plan B with a TMFPD/SFPD standalone district, does not retain automatic aid with the City, included a 6.87 cent tax increase, but no fire station closures.

Ms. Walker noted with assessed values declining, even with the tax rate increases above, the net average tax bill would be lower than the current year.

Commissioner Jung thought that the Reno Transitional Plan was a one-year plan to establish a Joint Powers Authority (JPA), which would require the opening of all contracts. Ms. Walker said the presented plan had no identified time-frame, but still had a \$2.4 million operating deficit for that year. Commissioner Jung felt the required tax increase was stated incorrectly, because those were policy decisions. She said there were other revenue opportunities without a tax increase. She objected to the staff report and did not think it was completely factual to the public.

Chairman Larkin asked for information on the reserves and the reserve requirements for the TMFPD and SFPD. Ms. Walker replied that the TMFPD had set aside funding for liabilities. She indicated that Workers' Compensation was a cost

required by law that needed to be paid. Because the City was self-insured, the District had actuaries every two years to determine the amount to set aside to pay for the Workers' Compensation liability for a particular year. She clarified that the District did not have \$5 million in capital reserves, but had \$5 million budgeted capital set aside to expend for fire engine replacement, volunteer costs, station replacement and maintenance. The City proposed reducing the District's annual funding for capital from \$650,000 to \$75,000, which would not even pay for station maintenance. In terms of the actuarials set asides, capital set asides, and wildland fires set asides, Chairman Larkin asked what the total amount was. Ms. Walker stated the General Fund budget was approximately \$16 million, and then there was \$5 million to spend in capital, \$1 million for wildland fires and \$500,000 in a Stabilization Fund, which were all set asides. She said the actuarial was \$1.2 million per year in expenditures. Chairman Larkin asked about the fund balances. Ms. Walker replied that the fund balance was projected to be \$5.1 million for the TMFPD. Chairman Larkin remarked that was consistent with the 7.5 percent. Ms. Walker said about 25 percent was attempted to be in the General Fund since there was such a high reliance on property taxes for revenues. Chairman Larkin stated it was higher than most because of the cash flow issues that promulgated property taxes versus sales tax. Ms. Walker stated that was correct. Between the reserve account and the set aside accounts, Chairman Larkin said there was approximately \$12 million in fund balances and expenditures. Ms. Walker indicated that NRS 744 allowed for \$1 million to be set aside a year for wildland fires, but the County still had to cash flow those fires up front, which could be \$1 million a day.

Chairman Larkin asked about the set asides for the SFPD. Ms. Walker said the ending fund balance being projected for the SFPD was \$1.7 million, which could decrease to \$1.1 million and was rapidly declining. She said the SFPD also had a \$1 million emergency fund for wildland fires. She explained that the SFPD had zero capital funding and that Workers' Compensation was with the pool pact, which enabled the SFPD to pay a premium and not set aside reserves.

Commissioner Jung asked why the City closed stations within the City and not within the unincorporated County. Ms. Walker replied because the contract stated they could not and there was a funding source which paid for them. Commissioner Jung asked if closing the stations was a decision based on the Interlocal Agreement or policy. Ms. Walker explained it was based on their budget. She said the funding sources from the TMFPD to the City paid for every one of those stations, the City did not pay for TMFPD stations.

Commissioner Jung asked about the actuarial reports on Workers' Compensation claims and if those would increase or decrease with a three-person crew. Ms. Walker explained that the actuary claims were based on the cost with the City and the number of employees. Commissioner Jung asked if there was national data that showed the difference between claims and injuries. Ms. Walker indicated with a three-person crew the cost would be approximately \$300,000. Based on data, Commissioner Jung inquired about future projections. Ms. Walker said if the District went to three-person staffing, it would be \$600,000, which was a guaranteed amount with no future

payment and added that the Workers' Compensation would decrease. Commissioner Jung requested that information in writing.

Commissioner Jung said it was predicted that property taxes would increase and asked if the fire service rate would be correctly reflected on their property taxes. Ms. Walker stated there was a proposal to increase the property tax rate, which would reflect on a property tax bill. Commissioner Jung said the citizens were being told they would have a net decrease, but what was the prediction. Ms. Walker explained in Fiscal Year 2013/14 citizens would still see a decline based on existing housing sales prices declining but would flatten in 2014/15. The following year the rate could only increase by 3 percent. Commissioner Jung asked how much of the \$5 million capital improvement budget was expected to be spent in 2013. Ms. Walker stated that expenditure would be based on Board direction.

Kurt Latipow, Fire Services Coordinator, clarified at no point in the presentation was there an attempt to set policy. He said this was a presentation to show the work being completed to reach a solution.

In response to the call for public comment, Jon Eric Johnson stated he understood the distrust between the Board and the City. He said it was important to remember that the original cost to stand up the new department was estimated at \$700,000, but now was \$1.7 million and based on 47 assumptions. He disagreed that was a way to contemplate protecting the citizens.

Lee Leighton spoke on the local governments not working together and how that was affecting citizens. He said he always supported regionalization of fire services, but was concerned with the timeline and the many unanswered questions.

Commissioner Breternitz inquired on the current projected cost to stand up the new department. Mr. Latipow replied the cost was \$1.2 million. Commissioner Breternitz asked if other departments in the area had three-person crews. Mr. Latipow remarked that research determined the City of Reno was the only jurisdiction with a mandatory four-person engine company.

Commissioner Weber requested the PowerPoint presentation be placed on the County webpage.

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

12-44SF AGENDA ITEM 8

Agenda Subject: "Discussion and possible action on FY 12-13 service levels and revenue alternatives for a consolidated TMFPD-SFPD fire services operation in both the Truckee Meadows Fire Protection District and the Sierra Fire Protection

District to staff and serve all areas within the Districts' boundaries and which may possibly include a fire district property tax increase.”

Kurt Latipow, Fire Services Coordinator, explained that the previous item laid out the actions and set the stage for the Board to adopt Plan B, which was the alternative for the Truckee Meadows Fire Protection District (TMFPD), and the Sierra Fire Protection District (SFPD) self-sufficient staffing and service plan, which did not include closest resource first automatic aid from the City of Reno, per direction from the City. However, Plan B did include the continued TMFPD/SFPD closest resource first automatic aid into the City by the Districts. Staff was waiting for a response from the City on Plan A and said formal notification was received for the intent to cancel the 1991 service agreement. Chairman Larkin heard that Reno Fire Chief Michael Hernandez needed more information before a recommendation could be made to the City Council and asked if that request was received. Division Chief Tim O'Brien stated he was unaware of any request from Chief Hernandez.

Cadence Matijevich, Assistant Reno City Manager, explained that Chief Hernandez had made a presentation to the City Council that identified areas of uncertainty and indicated that he could not make a recommendation to the Council before receiving additional information. She said the Council would be considering the entire offer during their March 28, 2012 Council meeting. Currently, there was no additional information requested and it would be premature for the Council to forward a list without considering the entire offer.

Mr. Latipow stated that Plan A was based on good sound business practice and doing the right thing for all citizens. In the event the agreement was not received from the City to continue with that long standing practice, staff was presenting Plan B, which was outlined in the staff report. He said Plan B was designed to increase services from the District by adding additional locations and additional personnel. He said Plan B contained the proposal where the City would not continue to occupy Station 14 or provide service to the surrounding area including the TMFPD. He said the TMFPD would regain full control of Station 14, insert staffing into that Station and increase the service within Hidden Valley with a rescue unit to handle medical calls and augment the volunteer program. In addition, staff had worked to find a location best served for Verdi and Caughlin Ranch. He said a proposed modified staffing pattern was presented that kept all the TMFPD Stations open, added Station 14, increased service to Hidden Valley, but would also result in a tax increase. He said Plan B was predicated on the City's refusal to provide automatic aid and the TMFPD and the SFPD making changes in order to provide initial response into the gap areas.

Chairman Larkin asked why Plan B was being considered since the County had not yet received a response from the City and felt it was premature to make a decision. He said there was an implication in Plan B for the increase in property taxes in the TMFPD and asked for clarification on that sequence. Mary Walker, Walker and Associates, explained that the Tentative Budget was due to the State on April 15th and needed to reflect the level of service and the tax rates. The Final Budget would go before

the Board the third Monday in May, but in order to accomplish those tasks to buy down the tax rate, a determination was needed in regard to the level of service and tax rates. In the offer for automatic aid to the City, there was a drop-dead date of March 31st, so if the City did not accept the Board's offer for automatic aid before March 30th, staff would recommend the Board direct staff to proceed with the implementation of Plan B on March 31st. Chairman Larkin stated there was a joint meeting scheduled for April 2nd and asked if Plan B would be an additional option if the BOFC chose to take action on April 2nd or their regularly scheduled meeting on April 10th. Ms. Walker explained that the BOFC could direct April 3rd as the date. Chairman Larkin stated those would be contingent actions and asked for a legal opinion on a contingent motion.

In response to Chairman Larkin, Paul Lipparelli, Legal Counsel, said that the agenda items gave notice that the Board would be discussing service levels and revenue alternatives in the Districts, which could include a fire district property tax increase. In setting rates and taxes, he said it was important that the Board's actions be very clear. He noted there was a regularly scheduled meeting on April 10th that was before the April 15th deadline for the submission of the Tentative Budget. He recommended the Board give direction for staff to bring back an item to effectuate the tax increase, but would be clearer if done as a separate item.

Ms. Walker stated the Board would take final action on the tax rates on the third Monday in May and any action today would not establish the tax rate.

Commissioner Jung inquired what the cost was to keep Station 14 open. Ms. Walker replied it would cost approximately \$1 million for Fiscal Year 2012/13. Commissioner Jung asked how much it would cost to staff the Station in Hidden Valley. Ms. Walker replied it would cost approximately \$600,000; however, because the budgets had been cut the actual tax increase would not pay the entire \$1.6 million; it would be closer to \$1.3 million since the budgets were reduced in Plan B. Commissioner Jung asked where that money would come from. Ms. Walker indicated that three Battalion Chiefs had been eliminated and some staff had been reduced in an attempt to minimize the tax rate increase.

In response to the call for public comment, Carole Billau urged the Board not to vote on this today because Hidden Valley would have a two-man response crew. As listed in the Transition Plan, she stated there should be open meetings to discuss a tax increase.

Commissioner Breternitz made a motion to move ahead with Alternative Plan B and utilize a formal process for the tax increase elements. Commissioner Humke seconded the motion.

Commissioner Jung stated she would not support the motion since a record was made that it would cost \$16.6 million to set the new department and citizens would be receiving less service.

Chairman Larkin stated he would not support the motion because it sent mixed messages to the City by moving at this speed and may be premature. He felt the City needed an opportunity to respond to the Board's offer.

Commissioner Breternitz agreed it would be wise to allow for some time. He amended the motion to include extending the time through April 3, 2012, allowing the City to respond, otherwise move ahead with Plan B. The seconder stated that time was of the essence and the Board should not slow down the schedule since the City may be working to run out the clock, but he agreed with the amendment.

Commissioner Weber said she would support the motion because of the extended date and felt it was important to allow the City the chance to respond. Chairman Larkin stated with the added caveat, he would support the motion since it was contingent upon if Plan A was selected, it would modify Plan B.

On call for the question, the motion passed on a 4 to 1 vote with Commissioner Jung voting "no."

12-45SF AGENDA ITEM 9

Agenda Subject: "Possible approval of an Interlocal Agreement between Truckee Meadows Fire Protection District (TMFPD) and Sierra Fire Protection District (SFPD) for fire service and consolidation, and direction to staff to transfer SFPD employees to TMFPD effective on or before April 9, 2012."

Kurt Latipow, Fire Services Coordinator, said on October 25, 2011 the Board set in motion the necessary steps to expand the Transition Plan to include the consolidation of the Sierra Fire Protection District (SFPD) under the administrative and operational control of the reconstituted Truckee Meadows Fire Protection District. (TMFPD). As part of that direction, staff was asked to bring back the necessary documents for the TMFPD to take administrative and operational control of the SFPD. He stated the proposed Interlocal Agreement had several Articles imbedded. Article 4 was important since it implemented the transitioning of SFPD employees, which included seniority, current positions within the SFPD, recognizing that those employees may or may not have been hired under different circumstances with the SFPD, and then grandfathering those positions. Since the Board had taken action to appoint Fire Chief Charles Moore for the TMFPD to become effective April 2, 2012, this was the next step in reconstituting the TMFPD. He said this Interlocal Agreement would allow Chief Moore to also be the Chief for the SFPD on April 2nd.

3:18 p.m. Commissioner Humke left the meeting.

Chairman Larkin said April 9th was discussed, but there was a July 1, 2012 date and asked for clarification. Mr. Latipow explained the direction was to have everything executed and in place no later than July 1st. As the SFPD transitioned into the

TMFPD, the next phase would be to present a plan on July 1st to fully collapse the SFPD and expand the TMFPD.

Chairman Larkin said there was an existing agreement between the TMFPD and the City of Reno, through June 30, 2012, that all fire services with the TMFPD be provided by the City. He was concerned about the timing and asked how the timing worked. Blaine Cartlidge, Deputy District Attorney, indicated that the City remained obligated through June 30, 2012 to perform and provide fire service to the TMFPD taxpayers. The proposed Interlocal Agreement would begin April 1, 2012 for the TMFPD to provide service to SFPD taxpayers outside of the TMFPD boundaries, not duplicating, interfering or affecting what the City was obligated to perform through June 30, 2012 for the TMFPD taxpayers.

Paul Lipparelli, Legal Counsel, said the current agreement between the TMFPD and the City gave the City the duty to exclusively provide fire services within the TMFPD territory. The proposed Interlocal Agreement would have the TMFPD providing fire services to the SFPD providing no conflict between what the City was doing for TMFPD and what TMFPD would do for the SFPD. He explained that former TMFPD employees were made City employees through the 2000 Interlocal Agreement, but nothing in that agreement would prevent the TMFPD management from having a contract with the SFPD to manage the services being provided through the TMFPD to the SFPD.

Commissioner Jung indicated that the Board had not received the proposed Interlocal Agreement until this morning and had no time to review the document. She stated it seemed to be an on-going occurrence to receive documents the day of a meeting.

Commissioner Jung asked how many paid firefighters were anticipated in the consolidation and how many volunteers. Mr. Latipow replied a total of about 103, including administrative staff, but would be 89 firefighters in Plan A and about 125 to 150 volunteers.

Commissioner Jung asked about injury and accident rates pre-consolidation with the City and post-consolidation with the City. Mr. Latipow replied that he would provide post-consolidation rates, but he did not have control over pre-consolidation rates. Commissioner Jung requested Mr. Latipow request that information from Reno Fire Chief Michael Hernandez.

Mr. Cartlidge added that Fire Chief Charles Moore had been hired as the Chief for the TMFPD and now his other role would be Fire Chief over the provision of services to the SFPD taxpayers.

In response to the call for public comment, Jon Eric Johnson said the proposed Interlocal Agreement was not made public in a timely manner for it to be reviewed. He encouraged the Board to slow down and do the right thing.

Cathy Brandhorst addressed the Board about fire services.

Commissioner Breternitz moved to approve the Interlocal Agreement between the TMFPD and the SFPD for fire service and consolidation to be effective on or before April 23, 2012. Commissioner Weber seconded the motion.

Mr. Cartlidge said the motion would make the effective date on or before April 23, 2012. He asked for a distinction that the effective date of the agreement be April 1, 2012 and the transfer of the SFPD employees on or before April 23, 2012, instead of April 9, 2012. Commissioner Breternitz agreed with the clarification as did the seconder.

Chairman Larkin supported the motion, but was still concerned about the timing and, if any clarifications were needed prior to the July 1, 2012 date, he hoped that would be brought to the Board.

On call for the question, the motion passed on a 3 to 1 vote with Commissioner Jung voting “no,” and Commissioner Humke absent.

3:30 p.m. The Board recessed.

3:42 p.m. The Board reconvened with Commissioner Humke absent.

12-46SF AGENDA ITEM 2

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The District will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the District as a whole.”

There was no response to the call for public comment.

12-47SF AGENDA ITEM 3A

Agenda Subject: “Approval of Volunteer Report for February 2012.”

There was no public comment on this item.

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

12-48SF AGENDA ITEM 4

Agenda Subject: “Chiefs Report including Arrowcreek Station update.”

Interim Chief Tim Leighton indicated there had been a slight delay in receiving the Completion of Occupancy for the Arrowcreek Station due to easement issues with the utilities, but that delay had since been rectified. He said the anticipated opening for the Arrowcreek Station was set for May 14, 2012.

Interim Chief Leighton reported that the District accepted donated items from the Rolling Hills community. On behalf of the Department, he thanked the community for their generous donation.

Interim Tim Leighton stated that a caller falsely identified himself as “Chief Leighton” recently on KOH Radio. Chief Leighton stated for the record he was not that caller.

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

12-49SF AGENDA ITEM 5

Agenda Subject: “Update, discussion and possible direction related to the status of the Truckee Meadows-Sierra Fire Protection District's Expanded Transition Plan.”

Interim Chief Tim Leighton explained that the update received during the Truckee Meadows Fire Protection District (TMFPD) meeting was where the Sierra Fire Protection District (SFPD) stood. He announced that the process had begun to redesign the patches, badges and colors for their uniforms.

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

12-50SF AGENDA ITEM 6

Agenda Subject: “Discussion and possible action to approve the Tentative Agreement with the Chief Officers Association which will amend and modify the current Collective Bargaining Agreement between the District and the Association as described, and authorize the Chairman to execute the amended and modified Collective Bargaining Agreement upon receipt.”

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 6 be approved, authorized and executed.

12-51SF AGENDA ITEM 10

Agenda Subject: “Discussion and possible action to authorize the Chairman to provide Acting Fire Chief Leighton 30 days notice of termination of the agreement to perform the duties of Chief, and to express the Board's appreciation for his dedication and a job well done.

Kurt Latipow, Fire Services Coordinator, commented that the staff report was consistent with the commitment made to Interim Chief Tim Leighton when he offered to lead the Sierra Fire Protection District (SFPD). The agreement required a 30-day notice and was recommended that the Board consider exercising that 30-day notice. Mr. Latipow expressed his sincere thanks and that he had the utmost respect for Chief Leighton for stepping in and assisting staff.

Interim Chief Leighton stated it had been an honor to lead the employees of the SFPD for the past six months. He thanked all the County Departments that supported him throughout his term as Interim Fire Chief.

Commissioner Breternitz said the level of performance by the Chief and all the first responders during the Caughlin Fire was unbelievable. He was impressed with Chief Leighton’s willingness to step in and lead the Department and thanked him for his service.

Commissioner Weber said that the Chief did an excellent job stepping into the role as Fire Chief.

Chairman Larkin thanked Chief Leighton and appreciated the leadership that was displayed.

Commissioner Jung thanked Chief Leighton for escorting her during the aftermath of the Washoe Fire. She also praised his leadership and for stepping in to lead the SFPD.

Katy Simon, County Manager, thanked Chief Leighton and said he had been a “shining star” that showed great leadership.

In response to the call for public comment, Cathy Brandhorst addressed the Board.

On motion by Commissioner Weber, seconded by Commissioner Breternitz, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 10 be authorized.

12-52SF AGENDA ITEM 12

Agenda Subject: “Commissioner’s/Managers Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)”

There were no Board member comments.

12-53SF AGENDA ITEM 13

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The District will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the District as a whole.”

Cathy Brandhorst addressed the Board.

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3:57 p.m. There being no further business to come before the Board, on motion by Commissioner Jung, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, the meeting was adjourned.

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:
Stacy Gonzales, Deputy County Clerk*

Mausen's

Attachment #1

BOFC March 27, 2012

TMFPD Agenda Item #7, SFPD Agenda Item #9

INTERLOCAL AGREEMENT
BETWEEN
TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT
AND
SIERRA FIRE PROTECTION DISTRICT
FOR
FIRE SERVICE
AND
CONSOLIDATION

12-45 SF \$

A-3/27/12
More TMFPD #7
SFPD #9

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	1
DEFINITIONS	1
ARTICLE 2	3
PURPOSE AND INTENT, ADMINISTRATION, TERM AND TERMINATION	3
2.1 Purpose and Intent	3
2.2 Administration	3
2.3 Term	4
2.4 Termination	4
ARTICLE 3	4
FIRE SUPPRESSION AND PROTECTION	4
3.1 Level of Service	4
3.2 Fire Station Location	4
3.3 Training	5
ARTICLE 4	5
TRANSFERRING EMPLOYEES	5
4.1 Absorption of Transferring Employees	5
4.2 Return of Transferring Employees	6
4.3 Workers' Compensation	8
ARTICLE 5	8
REAL PROPERTY	8
5.1 Term of Occupation and Use of Real Property	8
5.2 Purpose of Occupation and Use of Real Property	8
5.3 Waste and Nuisance Not Permitted	8
5.4 Maintenance	9
5.5 Insurance	9
5.6 Bidding Process	9
5.7 Environmental Condition of Real Property	10
ARTICLE 6	10
DISTRICT OWNED EQUIPMENT AND ROLLING STOCK	10
6.1 Schedule of Equipment and Rolling Stock	10
6.2 Use of Equipment and Rolling Stock	10
6.3 Maintenance	11
6.4 Transfer or Disposal of Equipment	11
ARTICLE 7	11
INSURANCE AND LIABILITY COVERAGE	11
7.1 Insurance Provided by TM	11
7.2 Insurance Provided by SF	12
7.3 Insurance for Volunteers, Auxiliary and Seasonal Personnel	11
7.4 Property Coverage and Waiver of Subrogation	11
ARTICLE 8	13
ORDINANCE ENFORCEMENT AND IMPLEMENTATION	13

ARTICLE 9 13

VOLUNTEER AND AUXILIARY PROGRAMS AND OTHER SF AGREEMENTS..... 13

 9.1 Volunteer and Auxiliary Programs..... 13

 9.2 Agreements and Obligations 13

ARTICLE 10..... 13

FINANCIAL PROVISIONS..... 13

 10.1 Budget and Funding..... 12

 10.2 Payment 14

ARTICLE 11..... 15

MISCELLANEOUS 15

 11.1 Hold Harmless - Liability 15

 11.2 Assignment and Subcontracting 16

 11.3 Severability 16

 11.4 Modification 16

 11.5 Benefits 16

 11.6 Governing Law; Venue..... 16

This INTER-LOCAL AGREEMENT ("Agreement") is dated as of April 1, 2012 ("Effective Date"), and is entered into by and between the Truckee Meadows Fire Protection District ("TM") and the Sierra Fire Protection District ("SF"), both organized pursuant to NRS Chapter 474 as independent fire districts located within Washoe County, Nevada (sometimes hereinafter collectively referred to as "the Districts" or "both Districts"), the purpose of this Agreement being to provide for fire service and consolidation commencing upon the Effective Date, with reference to the following recitals:

RECITALS

WHEREAS, both Districts are authorized to operate fire departments and provide comprehensive fire and emergency services within defined portions of the unincorporated area in Washoe County, and as independent political subdivisions of the State of Nevada are also authorized to enter into interlocal agreements pursuant to NRS 277.045; and

WHEREAS, SF currently operates three fire stations commonly known as "Station 30-Bowers," "Station 38-Galena" and "Station 35-Verdi," with a new fourth station known as "Station 36-Arrowcreek" set to open for service this year; and

WHEREAS, currently TM is a party to an interlocal contract with the City of Reno ("City") under which the City provides all fire and emergency services to the TM territory for a cost paid annually by TM, and this contract is set to expire on June 30, 2012, following which TM will establish, operate and provide to its territory comprehensive fire and emergency services utilizing its six fire stations, rolling stock and equipment currently used by the City; and

WHEREAS, the Districts desire to streamline services and costs by consolidating in stages starting with the transfer of operations from SF into TM to service the SF territory, followed by the addition of the TM territory on July 1, 2012, and soon thereafter by the complete merger of SF into TM and dissolution of the SF district;

WHEREAS, the Districts also desire to further streamline services and costs throughout Washoe County by engaging with other public agencies and districts to consolidate and regionalize fire services and fire-based emergency services; and

WHEREAS, the Districts intend this Agreement to replace any and all prior oral and written service, aid and administrative support agreements between them.

NOW, THEREFORE, BASED UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED HEREIN, AND IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS TO BE EXCHANGED AND PROVIDED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the following designated meanings:

Adopted Consolidated Budget shall mean the approved consolidated budget, excluding capital and any other items specifically excluded by this Agreement and including items specifically included in this Agreement, which is submitted to the State Department of Taxation as of June 1 of each fiscal year, including all amendments thereto.

Claim means any and all judgments, claims, causes of action, demands, lawsuits, suits, proceedings, losses, assessments, fines, penalties, obligations, costs, expenses, liabilities, and damages, including all related interest, penalties, reasonable attorney's fees, deficiencies, levies, duties and impositions, whether based upon contract, tort, negligence or otherwise.

Currently means on the Effective Date of this Agreement.

Districts mean both the Truckee Meadows Fire Protection District and the Sierra Fire Protection District, political subdivisions of the State of Nevada organized pursuant to NRS Chapter 474.

Department or Consolidated Fire Department means the one operating department formed by this Agreement between the Districts. This is a service agreement and the two government entities shall continue to exist as separate entities for now. No legal entity is formed by this Agreement.

District Boards shall mean the respective boards of fire commissioners for each District.

District Boundaries shall mean those geographical areas within the respective Districts that are currently being provided fire suppression and protection services, and any additional real property which becomes part thereof in the future.

Equipment shall mean that equipment, tools, furnishings, supplies and other items of personal property that are owned by the respective Districts and volunteer groups, identified herein as either "TM Equipment" or "SF Equipment" or "[name] VFD equipment," and housed in their respective facilities and/or attached to, mounted upon or contained in their respective Rolling Stock, as defined below.

Fire Chief means the Chief of the Consolidated Fire Department that is appointed by TM.

Fiscal Year or "Budget Year" means July 1 through June 30 of a given year.

Hazardous Substance means and includes any and all substances, chemicals, wastes, sewage, or other materials which are now or hereafter regulated, controlled or prohibited by any federal, state or local laws statutes, ordinances, rules, regulations, orders or determinations of any governmental authority including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*, the Resource Conservation and Recovery Act

("RCRA"), 42 U.S.C. Section 6901, *et seq.*, Chapter 455 of the Nevada Revised Statutes, Chapter 459 of the Nevada Revised Statutes, and Chapter 445 of the Nevada Administrative Code.

Level of Service means the delivery of services for fire prevention, administration, investigation, public education, and emergency response as it is quantified by equipment type, specific service, response time, and station staffing levels or means of delivery of services area wide, as more fully set forth in Appendix "A" to this Agreement. A Level of Service shall be established consistent with Appendix A by the Districts' Boards through adoption each fiscal year of the Consolidated Budget.

Real Property shall mean that land and improvements situated thereon consisting of fire stations/facilities and appurtenances thereto owned, leased, or used by the Districts and volunteer groups, and these are more particularly described and segregated by ownership in Appendix "B," which shall be updated as needed.

Rolling Stock shall mean those motor vehicles owned by the Districts and volunteer groups, and designed or used for fire prevention and suppression purposes, and they are more particularly described and segregated by ownership in Appendix "C," which shall be updated as needed.

SF means the Sierra Fire Protection District.

TM means the Truckee Meadows Fire Protection District.

Transferring Employees are those SF employees that will transfer to and be hired by TM upon the Effective Date of this Agreement or as soon thereafter as is practical.

ARTICLE 2

PURPOSE AND INTENT, ADMINISTRATION, TERM AND TERMINATION

2.1 Purpose and Intent

The purpose of this Agreement is to regulate the rights and responsibilities of the parties hereto regarding the fire service needs of SF to be provided by TM. The further purpose of this Agreement is to provide for the consolidation of the administration, resources and operations of SF into TM.

2.2 Administration

The Fire Chief shall be vested with the authority and responsibility for administering the Consolidated Fire Department in all respects, including all matters with both District Boards, consistent with directives and policies of the TM Board and provisions of this Agreement and NRS Chapter 474. The Fire Chief shall provide a monthly report to both District Boards concerning operations, consolidation, and the administration of services provided pursuant to this Agreement.

In the administration of SF by TM under this Agreement, TM intends to be aided by Washoe County pursuant to TM's existing agreement with Washoe County for fire services and administrative support, as amended from time to time or superseded by any future agreement.

2.3 Term

The Term of this Agreement is from April 1, 2012 through close of business on June 30, 2014, unless written notice is given by either party pursuant to the provisions of this Agreement.

2.4 Termination

This Agreement shall terminate upon expiration of its term, or within 90 days or as soon thereafter as is practical of the formal approval of dissolution of either of the Districts by the respective District Board, or on the date established by the respective District Board in its formal approval of consolidation of fire service with any other public entity, or for no cause when a party personally delivers written notice thereof to the other party. After having given such notice of no-cause-termination, this Agreement shall terminate effective close of business on the day twelve months after that day of personal delivery, or such other effective date as the Districts may agree in writing. In the event that SF resumes operation of its fire services upon termination of this Agreement, then the effects on Transferring Employees shall be addressed as set forth in Article 4 of this Agreement

ARTICLE 3 FIRE SUPPRESSION AND PROTECTION

3.1 Level of Service

TM assumes full responsibility for the provision of fire protection and related services within SF District Boundaries. Once the Level of Service within the SF District Boundaries has been established for a particular budget year, TM agrees not to reduce the Level of Service in SF during that fiscal year without an approved resolution of the SF District Board. This level of service shall be consistent with Appendix A (see definition of level of service).

3.2 Fire Station Location

The Districts shall cooperate in determining future fire station locations within their respective District Boundaries. All future station locations must be developed within the levels of service determined by each District keeping the closest resource concept in mind to avoid duplication of service. Existing and known future stations already determined by the parties are depicted in Appendix "B."

Stations that are in existence upon the Effective Date of this Agreement may be permanently closed only with the consent of the owner-District Board. The term "permanent" as used in this section means closed down with the intention not to use the station in the future. However,

temporary closures of stations, commonly known as "brown outs," and flexible staffing rests in the discretion of the Fire Chief, subject to review by the Districts' Boards.

3.3 Training

TM shall assure that all training mandated or required to meet the Level of Service is provided to appropriate employees. The training includes, but is not limited to, fire prevention and investigation, hazardous materials technician, emergency medical technician, emergency medical technician-intermediate, high angle confined space, extrication, river rescue, and any other specialty programs or training required to provide the Level of Service. Training of volunteer firefighters will be conducted on days and evenings that afford a high level of participation. This section does not preclude TM from providing a higher level of training to meet the Level of Service requirements.

ARTICLE 4 TRANSFERRING EMPLOYEES

4.1 Absorption of Transferring Employees

All Transferring Employees will be transferred to and become employees of TM upon the Effective Date, or as soon thereafter as is practical. All of SF's volunteers, auxiliary members and seasonal personnel shall also be transferred to TM at the same time, as further provided in Article 9. For Transferring Employees TM shall treat all employment service with SF, which service shall include, for those employees who transfer to SF from NDF in 2006, all continuous service time with the State of Nevada, as the equivalent of service with TM for purposes of employment status, seniority, and benefits relating to wages, hours, and terms and conditions as those described in the then existing collective bargaining agreements that Transferring Employees may have with SF. In addition, all certifications and qualifications required by SF position classifications adopted by the Board shall be deemed equivalent to those required by TM at the time of transfer, but nothing herein prohibits collective bargaining over related incentives. For those Transferring Employees who transfer to SF from NDF in 2006 no period of separation from employment from NDF may be bridged to extend such service unless that separation was the result of a layoff. TM agrees to assume the duties under those collective bargaining agreements at the time of actual transfer of the Transferring Employees to TM.

At the time of actual transfer of SF employees to TM, all SF employees' sick leave, vacation hours, compensatory time, and any other leave or donated union leave banks accrued as of the time of transfer to TM shall be transferred to TM, subject to applicable provisions and limits of the Fair Labor Standards Act ("FLSA"). If during the term of the Agreement a payout of accrued vacation, sick leave or compensatory time is made for a Transferring Employee upon termination, retirement, death, or other reason, such payout shall be paid by each District through the Consolidated Budget. Also, TM agrees to accept any Transferring Employee who is under COBRA into TM's plan for the duration of the former employee's and dependent COBRA coverage.

Both Districts shall continue to pay the benefits, service costs or any other associated costs ("Retiree Costs") of their respective retiree health insurance plan for applicable employees. During

the term of this Agreement, the cost of retiree health insurance for an applicable employee shall be paid by each respective former District employer through the Districts' respective OPEB Trusts. If this Agreement is terminated and SF resumes operations, both Districts shall continue to pay each fiscal year for continuing liabilities for any employee retiree health insurance in the same manner as defined in this Agreement. Both Districts' obligations to pay such liabilities through their respective OPEB Trusts shall survive termination of this Agreement and such obligations to fund these contingent liabilities shall continue so long as the exposure exists.

4.2 Return of Transferring Employees

In the event that SF resumes operation of its fire services upon termination of this Agreement, and any Transferring Employee is transferred to SF, all employment with TM will be treated by SF as the equivalent of service with SF for the same purposes referenced above. Those Transferring Employees who transfer back to SF upon termination of this Agreement shall have their sick leave, vacation hours and compensatory time transferred with them as well, subject to applicable provisions and limits of the Fair Labor Standards Act.

In the event that SF resumes operation of its fire services upon termination of this Agreement, the Districts shall upon termination assume full responsibility for the administration and operation of their respective fire protection services, including programs regarding volunteers, auxiliaries and seasonal personnel, within their respective District Boundaries. As soon as practical following delivery of notice of termination of this Agreement, SF agrees to offer, not require, reinstatement of all Transferring Employees. SF shall offer any Transferring Employees that accepted job positions with TM in accordance with this Agreement, the following:

a. Status such that there will be no break or lapse in service for the employee, which shall include a guarantee of position, rank or classification equivalent to a current position, rank or classification with TM; and,

b. If the employee accepts the offer of reinstatement and is covered by a collective bargaining agreement with TM prior to transfer back to SF, that employee shall be reinstated with SF under the terms and conditions of employment as described in that collective bargaining agreement, unless otherwise agreed to in writing by the employee and SF.

In the event SF is prevented from reinstating any of the Transferring Employees, or some of them, for any reason the Transferring Employees who cannot be reinstated with SF will remain employees of TM subject to applicable collective bargaining agreements and employment law. This Agreement does not create any third party beneficiary employment rights.

Except for any costs, demands, claims, or other liability associated with an action, if any, filed against TM under its collective bargaining agreements, SF agrees that, with regard to Transferring Employees and any other TM employee who was assigned full time duties inside SF District Boundaries prior to termination, any unemployment expense and any payout of employee benefits triggered by termination contemplated hereunder, and any costs, demands, claims, or other liability that may arise from the above items that SF intends to offer its former employees, SF shall

be solely responsible for such liability as well as the aforementioned unemployment expense and payouts, and hold TM harmless therefrom.

4.3 Workers' Compensation

TM shall not be responsible for the payment of insurance coverage, claims, or benefits to any Transferring Employee, or to any SF volunteers, auxiliary members and seasonal personnel, arising out of their status with SF prior to April 1, 2012 or actual date of transfer. SF agrees to fully indemnify and hold TM, its officers, employees and agents harmless from any claim, benefit, expense or cost incurred for such employees, volunteers, auxiliary members and seasonal personnel.

TM shall acquire workers' compensation insurance as a single employer for all its employees, including Transferring Employees. All volunteers, auxiliary members and seasonal personnel shall be included in the TM workers compensation insurance. The costs attributable to workers compensation shall be allocated between TM and SF through the Adopted Consolidated Budget.

ARTICLE 5 REAL PROPERTY

5.1 Term of Occupation and Use of Real Property

The Districts shall maintain ownership interest in or ownership of their respective Real Property identified in Appendix "B." SF authorizes TM to occupy and use SF's Real Property for the purpose of providing fire protection and other related services during the period of time this Agreement, as amended, is in effect.

5.2 Purpose of Occupation and Use of Real Property

TM may occupy and use SF's Real Property for the purpose of housing fire crews, emergency medical personnel, fire apparatus, equipment, and other community related services performed for SF. SF's Real Property may also be used for miscellaneous incidental purposes related to the performance of fire prevention and suppression and purposes such as the storage of surplus equipment or materials and supplies, repair shops, administrative offices and staff training centers, when such miscellaneous incidental uses on any given parcel of SF Real Property are in conjunction with or related to the use of said parcel as a fire station. If TM desires to occupy and use SF's Real Property for purposes other than mentioned above, it must obtain SF Board's approval by resolution or other form of written approval to the use thereof for other purposes. Notwithstanding the foregoing, should staff representatives of the parties determine it is in the best interests of their represented entity to propose and recommend a lease for the occupation and use of real property, such lease may be presented for consideration to the governing bodies of both parties. In such event, the lease as approved shall control the occupation and use of real property upon the terms and conditions set forth therein.

5.3 Waste and Nuisance Not Permitted

TM agrees that it will not commit or permit waste on SF's Real Property, and it shall not allow nuisances to exist or be maintained thereon. TM shall keep the real property in safe, neat, and clean condition. TM agrees not to discard any SF owned furnishings, appliances, or fixtures from

the real property, except with the approval of SF Board, and to deliver the same to SF at the termination of this Agreement in good condition, reasonable wear and tear thereof excepted. It shall be a continuing duty of SF through the Consolidated Fire Department staff to identify its furnishings, appliances, or fixtures to which this paragraph pertains, and to provide this information to TM.

5.4 Maintenance

The Districts shall conduct a joint inspection and inventory of SF's Real Property prior to the Effective Date of this Agreement. Prior to conducting this inventory, SF agrees to provide TM with any information pertaining to the condition and maintenance of the real property. TM shall maintain in good condition SF's Real Property identified in Appendix "B" up to the amount budgeted by SF for each station. Appendix "B" shall be updated promptly to identify any changes to SF's Real Property that occur during the pendency of this Agreement. "Maintain" as used in this paragraph pertains to the grounds surrounding the Real Property, the walls, ceilings, floors, vegetation, non-public sidewalks, driveways, and other structural components of the premises, the plumbing, heating and cooling systems, electrical conduits, outlets, switches, and emergency generators in accordance with TM's regular maintenance schedules for its facilities. The liability and responsibility, if any, for the repair and maintenance of any public sidewalks shall continue in accordance with applicable codes, laws, and regulations. Repairs will be performed according to code within a reasonable time.

The Consolidated Budget shall provide operational funding, based on the Fire Chief's recommendation, for maintenance, fixtures, expansions, remodeling, or other improvements (collectively "Improvements") valued under \$10,000 per career station. Separately, each District shall be responsible for the costs of a capital improvement project (whether repair or new) to their respective owned or controlled Real Property when such improvement extends the useful life of such property for greater than one year and the associated cost is \$10,000 or greater per career station. Requests to fund improvements of \$10,000 or greater shall be presented to the respective Board by the Fire Chief. If approved by that Board, the costs of the improvement shall be paid by that District. Improvements to Real Property shall comply with applicable law, regulations, and codes.

SF shall have the right, but not the obligation, to inspect its Real Property upon reasonable notice to TM.

5.5 Insurance

SF shall insure its Real Property and appurtenances thereto from destruction or damage, and provide liability coverage for such property in accordance with Article 7 below.

5.6 Bidding Process

In the event that under the laws governing SF it becomes necessary that a planned repair, improvement, or addition to SF Real Property or new facility requires a construction contract to be put out to bid, the Fire Chief shall prepare the specifications and refer the matter to SF Board for formal action.

5.7 Environmental Condition of Real Property

SF, at its sole cost and expense, shall indemnify TM against and save TM harmless from, and shall defend TM, from and against, any and all damages, costs and expenses of any kind or of any nature whatsoever (collectively, the "Indemnified Matters") which may arise from or out of any Hazardous Substances on, in, under or affecting, or alleged to be on, in, under or affecting, all or any portion of SF's Real Property or any surrounding areas (any and all such Hazardous Substances hereinafter referred to as "Affecting Material"), which are pre-existing and/or are not legally caused by TM. The Indemnified Matters includes without limitation, (i) the costs of containing, removing, and assessing the extent of, and the efficacy of containment and removal of, Affecting Material, (ii) costs required to take necessary precautions to protect against the release or spread of Affecting Material into any land, air, body of water, other public domain or surrounding areas, and to protect against personal injury from Affecting Material, (iii) costs incurred to comply, in connection with all or any portion of the Property or any surrounding areas, with all applicable Contamination Laws, (iv) any damages assessed on account of Affecting Material and (v) the cost of enforcing this Agreement, said costs to include reasonable fees and disbursements of attorneys and experts employed in connection therewith. Notwithstanding anything to the contrary contained herein, the indemnity provided for hereunder with respect to surrounding areas shall not extend to the costs of removal of any Hazardous Substances on, in, under or affecting any surrounding areas if such Hazardous Substances did not emanate or migrate from any portion of SF's Real Property, unless the removal of any Hazardous Substances on, in, under or affecting any surrounding areas is required to be performed by SF, TM or any owner of such Property by applicable Contamination Laws or such removal is a Short Term Measure undertaken to protect against the release or spread of Hazardous Substances on, in or under the Property. If TM is the cause of the Hazardous Substance on the Real Property, it shall indemnify SF against and save SF harmless from, and shall defend SF for the Indemnified Matters. The terms and conditions of this section shall survive the termination of this Agreement, and shall remain in full force and effect.

ARTICLE 6 DISTRICT OWNED EQUIPMENT AND ROLLING STOCK

6.1 Schedule of Equipment and Rolling Stock

SF has completed and delivered a schedule of its Equipment and Rolling Stock to TM, attached as Appendix "C". It is the responsibility of the Consolidated Fire Department to maintain updates of SF's inventory of Equipment and Rolling Stock, forward those updates to SF, and differentiate SF's property from the property of TM. TM shall review and accept in writing the completed Schedule of Equipment and Rolling Stock.

6.2 Use of Equipment and Rolling Stock

TM shall be entitled to use and control SF's Equipment and Rolling Stock for fire administration, prevention, emergency, and non-emergency response, training activities, and any miscellaneous incidental purposes related thereto. SF shall retain ownership and title to the Equipment and Rolling Stock. SF shall register and include the Equipment and Rolling Stock in its

insurance program, requirements of which are set forth in Article 7 below. SF shall pay the associated costs for registration and insurance coverage for SF's Equipment and Rolling Stock. At the termination of this Agreement, all SF Equipment and Rolling Stock shall be returned to SF in the same or better condition than when received, normal wear and tear excepted.

TM agrees to station the Districts' respective Equipment and Rolling Stock at their respective Real Property except when operational needs for relocation is required by the Fire Chief. The term "operational needs" shall for this purpose mean that the Consolidated Fire Department will consider the following, but without limitation, when determining appropriate placement of Equipment and Rolling Stock: (i) providing a reasonable and adequate level of service for the service areas, (ii) emergency operations, and (iii) repairs and maintenance issues.

6.3 Maintenance

TM shall be responsible for the normal maintenance and necessary repairs of both District's Equipment and Rolling Stock up to \$10,000 per item per occurrence for parts excluding labor, unless the labor cannot be performed by TM-County staff. Such maintenance and repairs shall be conducted in accordance with TM's schedule of maintenance and repairs for its own equipment and apparatus.

Each District shall be responsible for the costs of maintenance and repair of their respective Equipment and Rolling Stock when those costs extend the useful life greater than one year and the associated cost is \$3,000 or greater. Each District shall also be responsible for the costs of replacement of their respective Equipment and Rolling Stock and the Fire Chief shall advise the respective Board of the need to provide for such replacement. SF shall provide TM with its current schedule for fleet replacement for planning and budgeting purposes. Thereafter, the Fire Chief will make any recommendations for changes to the schedule to the SF Board.

SF has the right, but not the obligation, to inspect the Equipment and Rolling Stock upon reasonable notice to TM.

6.4 Transfer or Disposal of Equipment

Any transfer or disposal of SF's Equipment and Rolling Stock shall be accomplished only with the consent of the SF Board, either in accordance with the Washoe County surplus asset sales and/or other method legally available to SF. All of the proceeds, if any, received from the disposition of SF assets shall be transferred to SF.

ARTICLE 7 INSURANCE AND LIABILITY COVERAGE

7.1 Insurance Provided by TM

TM shall secure and maintain the following insurance coverage, or equivalent thereof:

- 7.1.1 General liability insurance, including coverage for incidental medical malpractice, errors and omissions and employment practices;
- 7.1.2 Automobile liability insurance on its Rolling Stock and attached equipment;
- 7.1.3 Automobile physical damage insurance on its Rolling Stock and attached equipment;
- 7.1.4 Real property insurance for TM owned Real Property; and
- 7.1.5 Personal property insurance for TM owned Personal Property.

7.2 Insurance Provided by SF

SF shall secure and maintain the following insurance coverage, or equivalent thereof:

- 7.2.1 General liability insurance, including coverage for incidental medical malpractice, errors and omissions and employment practices;
- 7.2.2 Automobile liability insurance on its Rolling Stock and attached equipment;
- 7.2.3 Automobile physical damage insurance on its Rolling Stock and attached equipment;
- 7.2.4 Real property insurance for SF owned or controlled Real Property; and
- 7.2.5 Personal property insurance for SF owned Personal property.

7.3 Insurance for Volunteers, Auxiliary and Seasonal Personnel

TM shall either secure and maintain or require to be maintained the following insurance coverage for all volunteers, auxiliary and seasonal personnel, or equivalent thereof:

- 7.3.1 General liability insurance, including coverage for incidental medical malpractice, errors and omissions and employment practices;
- 7.3.2 Automobile liability insurance for any Rolling Stock and equipment utilized by Volunteers, Auxiliary or Seasonal Personnel in the course and scope of their official duties, even if the same is not owned by a District;
- 7.3.3 Automobile physical damage insurance for any Rolling Stock and equipment utilized by Volunteers, Auxiliary or Seasonal Personnel in the course and scope of their official duties, even if the same is not owned by a District;
- 7.3.4 Real property insurance for any real property utilized by Volunteers, Auxiliary or Seasonal Personnel, even if the same is not owned by a District; and
- 7.3.5 Personal property insurance for personal property utilized by Volunteers, Auxiliary or Seasonal Personnel in the course and scope of their official duties, even if the same is not owned by a District.

In addition, it is agreed that TM will assure that insurance coverage for any special events is included as part of the general liability insurance coverage for all volunteers, auxiliary and seasonal personnel.

7.4 Property Coverage and Waiver of Subrogation

A party's real and personal property insurance shall be primary for any physical damage to or any liability connected with use of that party's real or personal property, including Rolling Stock and

attached equipment, regardless of fault, and the parties agree to waive subrogation rights against each other in this respect. For example, automobile liability arising out of the operation of any Rolling Stock shall be covered by the primary automobile insurance attached to the vehicle in question, regardless of fault, and the parties agree to waive subrogation rights against each other in this respect.

ARTICLE 8 ORDINANCE ENFORCEMENT AND IMPLEMENTATION

TM shall be responsible for the enforcement and implementation of the fire code, as adopted by the SF Board, and any other applicable ordinances contained in the Washoe County Code within SF Boundaries. Upon execution of this Agreement, all enforcement personnel of the Consolidated Fire Department shall be authorized to enforce and implement all applicable fire codes adopted by the Districts.

ARTICLE 9 VOLUNTEER AND AUXILIARY PROGRAMS AND OTHER SF AGREEMENTS

9.1 Volunteer and Auxiliary Programs

TM shall assume the duties of and be responsible for both Districts' volunteer, auxiliary and seasonal personnel programs, including assumption of all obligations under volunteer, auxiliary and seasonal personnel contracts with both Districts, which may be amended or superseded by TM on or shortly after the Effective Date of this Agreement. Copies of all existing contracts to which this section applies to are contained in Appendix "D."

In entering into this Agreement, the parties agree volunteers, auxiliaries and seasonal personnel shall continue to be dispatched for service as has been practiced. Attached as Appendix "E" is the "Fill-in and Recall Practices in Use Presently by SF," which describes SF's current practice in performing certain obligations under the contracts.

9.2 Agreements and Obligations

The contracts in effect on the Effective Date of this Agreement and as amended or renewed thereafter, between SF and other federal, state, local, and private entities are to remain in full force and effect unless SF terminates or determines not to renew any such agreement. TM shall assume SF's obligations under these contracts. A listing of all existing contracts to which this section applies are referenced in Appendix "F." Any future modifications to these contracts require the approval of the SF Board and the other contracting party thereto.

ARTICLE 10 FINANCIAL PROVISIONS

10.1 Budget and Funding

Each fiscal year during the term of this Agreement, SF agrees to pay its proportionate share of the annual amount of the Adopted Consolidated Budget for the Consolidated Fire Department. The term "Adopted Consolidated Budget" shall mean the approved budget, excluding capital and other costs excluded by this Agreement, and submitted to the State Department of Taxation as of June 1 of each fiscal year, including all amendments thereto.

Each fiscal year, the Adopted Consolidated Budget shall be presented to the TM and SF boards in detail during the Districts' annual public budget hearings and shall be based upon the "Direct Incremental Cost Allocation Methodology" as follows:

- (a) Allocation of the proportionate share of the Adopted Consolidated Budget shall be based upon SF contributing their direct incremental costs of the Adopted Consolidated Budget in order to insure taxpayer equity during the term of this Agreement. The direct incremental costs shall include all direct costs associated with serving all SFPD fire stations and any additional staffing costs needed above and beyond what is required for TM, plus associated direct services and supplies costs and an operating contingency.
- (b) After July 1, 2012, when a new fire station is opened or when staffing for a new engine or truck company is added to the work force, the additional operating costs, shall be added to each entity's allocation of the Adopted Consolidated Budget according to the proportionate share of assessed value of the area of first response.
- (c) TM shall use SF's portion of the Adopted Consolidated Budget to pay for all costs to provide fire services in SF except for:
 1. Annual audits;
 2. Property and liability insurance;
 3. District retiree health insurance costs as long as it continues to exist;
 4. Any employees, independent contractors, or other consultants hired by SF;
 5. Debt service;
 6. Capital expenditures;
 7. Wildland Fire Emergency Fund expenditures;
 8. Any other costs excluded by this Agreement or needed to sustain a local government organization.

To establish an Adopted Consolidated Budget, the Fire Chief shall prepare the tentative fire department budget for the next fiscal year and present it to SF representatives by March 15th. On or

before March 1 of each year, the Fire Chief shall submit a five (5) year capital improvement program expenditure budget projection to SF. SF shall review its portion of the budget and provide an estimated revenue and budget projection along with its requested changes to the Consolidated Fire Department and TM by April 1 of each calendar year. The final fire department budget that TM staff will be providing to SF for its final budget hearing then will be provided to SF for its approval by the first business day in May of each year. SF and TM understand that these numbers will not be officially finalized as part of the budget for SF or TM until such time as the budget is adopted by SF Board and TM.

Each year, after TM's comprehensive annual financial report is completed, the total of actual expenditures of the Consolidated Fire Department shall be compared to that year's Fire Department Adopted Consolidated Budget to determine if a savings has occurred. The comparison shall exclude donations and grants but shall include the total of actual expenditures for the fire department, carryover expenditures and encumbrances but less fire department revenues (except donations and grants and including federal and state fire reimbursements) and those items retained by each party including, but not limited to, insurance, capital outlay and any other item noted in Article 10.1 above.

If savings accrue to SF, then TM shall pay SF the calculated savings in the fiscal year following the year the savings was calculated after the comprehensive annual financial report was completed in order to allow TM to budget for the savings reversion to SF without over-expending its budget.

10.2 Payment

SF agrees to levy regular real property taxes, as determined by SF Board, on taxable property located within SF. SF agrees to make equal monthly installments to TM to pay for the funding of its portion of the yearly Consolidated Budget on or before the 10th day of each consecutive month commencing on the Effective Date and continuing thereafter on the 10th day of each and every successive month to and including the monthly installment payable on 10th day of the month prior to termination of this Agreement.

ARTICLE 11 MISCELLANEOUS

11.1 Hold Harmless - Liability

Each party shall be responsible for any liabilities arising out of its acts, or acts of its officers, employees, agents or volunteers. Following the Effective Date of this Agreement, each party agrees to indemnify and save and hold the other party harmless from any and all claims, causes of action or liability arising directly from such party's negligence or wrongful misconduct during the performance of this Agreement. 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 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. Further, the

parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and applicable case law. Contract liability of both parties shall not be subject to punitive damages.

To the extent allowed by law, the participating agencies agree that they are joint employers for the purpose of Workers Compensation as set forth in NRS Chapters 616A – 617.

11.2 Assignment and Subcontracting

Neither party shall assign, sublet or transfer any interest or service in this Agreement, or which arises out of this Agreement, without the written consent of the other party. If TM desires to subcontract any portion of the current services provided to SF, and such contract would not increase the costs paid or the levels of services rendered under this Agreement, then TM will meet and confer with SF prior to subcontracting. Written consent of SF will be obtained if there is any increase in costs.

11.3 Severability

If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

11.4 Modification

This Agreement is the entire Agreement between the parties and supersedes all prior Agreements, oral and written. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by each of the parties. In the event that another entity wishes to become a party to this Agreement, SF and TM must mutually agree to any and all modifications to this Agreement resulting from the addition of another entity to this Agreement.

11.5 Benefits

This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

11.6 Governing Law; Venue

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada, and venue for any action based upon the terms of this Agreement and the

parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

IN WITNESS WHEREOF, the parties executed this Agreement on the day and year below noted.

**TRUCKEE MEADOWS FIRE
PROTECTION DEPARTMENT**

**SIERRA FIRE
PROTECTION DISTRICT**

By: Robert M Larkin

By: Robert M Larkin

Title: Chairman, Board of Fire Commissioners

Title: Chairman, Board of Fire Commissioners

Dated: March 27, 2012

Dated: March 27, 2012

ATTEST:

ATTEST:

Janey L. P. A., Chief Deputy
Clerk

Janey L. P. A., Chief Deputy
Clerk

APPENDIX "A"

Truckee Meadows Fire Protection District
Level of Service Standards

APPENDIX "A"
Truckee Meadows Fire Protection District
Level of Service Standards

The following describes the expected level of service to be delivered by the Truckee Meadows Fire Protection District. These, phrased as performance objectives, define the level of service the Fire District strives to provide to its external customers. Every effort will be made, within the District's financial capability, to deliver service at these defined levels.

Emergency Services

Service levels for emergency response is described by two primary factors; the type of service to be delivered, and the time required to deliver that service.

Service Delivery Level

Truckee Meadows Fire Protection District (TMFPD) strives to provide emergency services at the following levels:

1. Structural fire suppression – TMFPD will provide the capability to conduct fire attack in an Immediately Dangerous to Life and Health (IDLH) environment. This includes the ability to conduct interior fire attack.
2. Wildland fire suppression – TMFPD will provide the capability to combat wildland fires using a coordinated combination of its resources and those from other wildland firefighting agencies.
3. Other fire suppression – TMFPD will provide the capability to combat other fires, such as vehicle fires.
4. Emergency medical services – TMFPD will provide emergency medical services at the Intermediate Life Support level.
5. Hazardous materials emergency response – TMFPD will provide hazardous materials emergency response at the Operations level. Advanced level hazardous materials response will be provided through cooperative efforts with other agencies.
6. Technical Rescue – TMFPD will provide technical rescue services, at the Operations level. Technical Rescue includes high angle rescue, surface water rescue, and confined space rescue. Advanced level technical rescue services will be provided through cooperative efforts with other agencies.

Response Time

The delivery of emergency service resources to an incident quickly provides the opportunity to mitigate the incident more quickly, reducing the damage that is occurring. There are two components to response time performance. In all cases these describe expected performance for "emergency" responses (those that initiate as an emergency response). Other incidents, such as public assistance service, are not included.

First-due Response Time Performance

A fire department's *distribution* is the location of response resources needed to assure an initial intervention by the first arriving response unit within the specific time frame identified in the community's performance goals.

The following describe the Truckee Meadows Fire Protection District's first-due response performance objectives for fire, technical rescue, hazardous materials, and emergency medical type incidents.

184-21

- Urban: The first response unit capable of initiating effective incident mitigation should arrive within 8 minutes, 85 percent of the time from the receipt of the call.
- Suburban: The first response unit capable of initiating effective incident mitigation should arrive within 10 minutes, 85 percent of the time from the receipt of call.
- Rural: The first response unit capable of initiating effective incident mitigation should arrive within 20 minutes, 85 percent of the time from the receipt of call.
- Frontier: The first response unit capable of initiating effective incident mitigation should arrive as soon as practical based on the best effort of response forces.

The above categories are defined as follows:

- Urban—Geography with a population of over 30,000 people and/or a population density of over 2,000 people per square mile.
- Suburban—Geography with a population of 10,000 to 29,999 and/or a population density of between 1,000 and 2,000 people per square mile.
- Rural—Geography with a total population of less than 10,000 people or with a population density of less than 1,000 people per square mile.
- Wilderness/Frontier/Undeveloped—Geography that is both rural and not readily accessible by a publicly or privately maintained road.

Full Effective Response Force Performance Objectives

A fire department's *concentration* is the spacing of multiple resources close enough so that an initial "Effective Response Force" (ERF) for a given risk can be assembled on the scene of an emergency within the specific time frame identified in the community's performance goals for that risk type. An initial effective response force is defined as that which will be most likely to stop the escalation of the emergency.

ERF for moderate risk structure fires is identified as the arrival of at least three fire engines or two fire engines and one ladder truck (9 firefighters total). This initial ERF does not necessarily represent the entire alarm assignment, as additional units may be assigned based on long-term incident needs and risks. For instance, a Battalion Chief and Safety Officer may also respond to the initial report of any working structure fire. Additional engines, ladder, or other specialty companies are assigned to higher risk responses in order to accomplish additional critical tasks that are necessary beyond the initial attack and containment.

- Urban: The full effective response force to a moderate risk incident should arrive within 10 minutes, 85 percent of the time from the receipt of call.
- Suburban: The full effective response force to a moderate risk incident should arrive within 20 minutes, 85 percent of the time from the receipt of call.
- Rural: The full effective response force to a moderate risk incident should arrive within 30 minutes, 85 percent of the time from the receipt of call.

Frontier: The full effective response force to a moderate risk incident should arrive as soon as practical based on the best effort of response forces.

Fire and Life Safety Services

Fire and Life Safety Services are provided to reduce the likelihood of an emergency. The primary services included in this program include:

- New construction plans review
- Existing building fire safety inspections
- Fire cause investigation
- Public safety education.

The following describes the level of fire and life safety services TMFPD will strive to provide to its customers.

1. TMFPD will provide personnel certified by the International Code Council as Fire Plans Examiners to perform new construction plans review.
2. New construction plans will be reviewed and comments provided within two days of the receipt of complete plans.
3. TMFPD will provide personnel certified by the International Code Council as Fire Inspector to perform existing building fire safety inspections.
4. Fire safety inspections will be performed on the following frequency:
 - a. Occupancy classes A, E, I, and H – annually
 - b. All other occupancy classes – at least every three years
5. TMFPD will conduct an investigation of all fires to determine cause.
6. Fire safety education will be provided to all K-6 age children attending schools within the District at least once annually.

APPENDIX “B”

Listing of All Real Property
Sierra Fire Protection District

APPENDIX "C"

Schedule of Equipment and Rolling Stock

SIERRA FIRE PROTECTION DISTRICT - Vehicle Listing

Vehicle #	FD #	Call Sign	License Number	Location	Year	Make	Model	Vehicle Description	VIN Number	Owner	Class
1	5025	SRV39		39F	1998	International	4800	4x4 Service Truck	1HTSEAA1XH650643	SFPD	01499
2	5022	Shop Truck	7	30	1998	International	4800	4x4 Service Truck	1HTSEAA18W1522883	SFPD	01499
3	5029	Snow/Plow35	14	35	1989	Ford	F-250	Command Vehicle	1FTNX21L2XEE33502	SFPD	01499
4	5040	WV1	4	301	2001	Chevrolet	Suburban	Command Vehicle	3GNKG26U91G217307	SFPD	01499
5	5049	P-322	13	381	2001	Chevrolet	Suburban	Command Vehicle	3GNKG26G3X1G263559	SFPD	01499
6	5032	TR32	12	HQ	2003	Chevrolet	Suburban	Command Vehicle	3GNKG26G13G227259	SFPD	01499
7	5013	TR33	5	38	2004	Ford	F250	Command Vehicle	1FTNX21P94E176823	SFPD	01499
8	5003	TR31	42	HQ	2005	Chevrolet	Tahoe	Command Vehicle	1GNEK13V14J225550	SFPD	01499
9	5055	BC33	2	39	2007	Chevrolet	Tahoe	Command Vehicle	1GNEK13007J253563	SFPD	01499
10	5054	BC32	41	39	2007	Chevrolet	Tahoe	Command Vehicle	1GNEK13007J330707	SFPD	01499
11	5066	Greene	1	HQ	2008	Chevrolet	Tahoe	Command Vehicle	1GNFK13098R144750	SFPD	01499
12	5004	Heikka	2	39	2009	Chevrolet	Silverado	Command Vehicle	1GCHK59669E118684	SFPD	01499
13	5023	CB1A	5023	39F	1994	Ford	F-800	Crew Buggy	1FDXK74C4RV	SFPD	01499
14	5024	CB1B	5024	39F	1994	Ford	F-800	Crew Buggy	1FDXK74C1RV	SFPD	01499
15	5011	P-321	18	321	1990	Chevrolet	3500	Patrol Truck	1GBHK34N51E181080	SFPD	7909
16	5042	P-331	47739	331	2005	Ford	560	Patrol Truck	1FDAW57P25EA58495	VFD	7909
17	5012	P-392	19	39	2005	Dodge	3500	Patrol Truck	3D7LS38C05G821275	SFPD	7909
18	5008	P-391	20	39	2005	Dodge	3500	Patrol Truck	3D7LS38C26G821276	SFPD	7909
19	5061	SRV38	25	38	2000	Ford	F350	Pick up	1FDSF3S6YEA08124	SFPD	01499
20	5043	R-351	29526	351	1994	Chevrolet	3500	Rescue	1GBKC34N6RJ108643	VFD	7909
21	5044	R-301	39455	301	1996	GMC	K-3500	Rescue	1GTHK34N7PE509746	VFD	7909
22	5045	R-381	47630	381	2004	Ford	F-450	Rescue	1FDAAW5745EA25055	VFD	7909
23	5053	UT1	6	39	1985	Big Tex	Utility	Trailer	1FDAAW5745EA25055	VFD	7909
24	5058	UT2	9	39	2007	Doolittle	Dump	Trailer	16VAN0813F1B02467	SFPD	68499
25	5052	UT3	10	38	2007	International	Utility/Cargo	Trailer	1DC6P122X7M073130	SFPD	68499
26	5062	UT4	26	39	2008	7-14DD	Tow Master	Trailer	4RACG16207K016023	SFPD	68499
27		Utility Trailer	16	39	2009	PJ1TM	Utility	Trailer	4KNU116228L160227	SFPD	68499
28	5078	S-351		351	2006	Ford	F250 Super	Trailer	4PEU87121892135546	SFPD	68499
29	5036	E-38	98	38	2008	Pierce	Dash	Type I Structure Engine	4P1CD01E58A008264	SFPD	7909
30	5010	E321	31	30	1988	Spartan	Type I	Type I Structure Engine	1S9A16LOXJC185787	SFPD	7909
31	5007	E-351	23	351	1995	HIC	Type I	Type I Structure Engine	1HTSEAA188SH627579	SFPD	7909
32	5002	E-30	30	30	1996	HME	1871	Type I Structure Engine	44KFT4280TWZ18192	SFPD	7909
33	5019	E-381	35	381	1996	HME	1871	Type I Structure Engine	44KFT4289TWZ18191	SFPD	7909
34	5020	E-301	38	38	1996	HME	1871	Type I Structure Engine	44KFT4287TWZ18190	SFPD	7909
35	5037	E-30	99	30	2008	Pierce	Dash	Type I Structure Engine	4P1CD01E38A008263	SFPD	7909
36	5015	B-381	29	381	1996	HIC	4800	Type III Brush Engine	1HTSEAA188SH627579	SFPD	7909
37	5016	B-351	32	351	1996	HIC	4800	Type III Brush Engine	1HTSEAA188SH627579	SFPD	7909
38	5018	B-301	33	301	1996	HIC	4800	Type III Brush Engine	1HTSEAA188SH627579	SFPD	7909
39	5021	B-331	34	331	1997	HIC	4800	Type III Brush Engine	1HTSEAA188SH627579	SFPD	7909
40	5033	B-30	36	30	2004	HIC	4800	Type III Brush Engine	1HTSEAA188SH627579	SFPD	7909
41	5034	B-38	37	38	2004	HIC	4800	Type III Brush Engine	1HTWEADN64J084094	SFPD	7909
42	5009	B-35	39	35	2004	HIC	4800	Type III Brush Engine	1HTWEADN64J084092	SFPD	7909
43	5046	T-351	27116	351	1980	Peterbilt	359K	Type III Brush Engine	1HTWEADN84J084093	SFPD	7909
44	5076	T-301	T301	301	1991	Ford	F-800	Water Tender	136026KP	VFD	7909
45	5050	T-331	38937	331	2003	International	4800	Water Tender	1FDPK84PKMVA15527	SFPD	7909
46	5068	T-30	17	30	2006	International	5800	Water Tender	1HTSDADR2YH312848	VFD	7909
47	5059	T-38	28	38	2006	International	5900	Water Tender	1HTXRSBT16J341694	SFPD	7909
48	5077	R-30		30	1997	Ford	F350	Wheeled Coach Ambulance	1HTXRSBT16J341696	SFPD	7909
49	5041	P-351	59430	351	2001	Ford	F450	XL Super Duty Diesel	1FDX47F51ED80175	SFPD	7919

SIERRA FIRE PROTECTION DISTRICT

Veh #	FD #	Sign	Location	Year	Make	Model	Description	VIN Number	Owner
1	5056	UTV39	Station 38	2007	Polaris	Ranger	All Terrain Vehicle	4XARH68A874111115	SFPD
2	5060	11	Station 39	2007	Morbark	Twister	Wood Chipper	4S8SZ161X7W070952	SFPD
3	5067	UTV38	Station 40	2008	Polaris	ATV 6x6	All Terrain Vehicle	4XARF68A784398325	SFPD
4	5066	N/A	Station 41	2007	Bobcat		Skid Steer Loader	532016980	SFPD
5	N/A	N/A	Station 35	2009	Baldor	TS35T	Generator	Serial# P0810210009	SFPD
6	N/A	N/A	Station 30	2010	N/A	N/A	25 kW Wind Turbine System		SFPD

APPENDIX "D"

Volunteer and Auxiliary Programs

Agreement between _____ Protection District,
_____ Fire Protection District and the
_____ Volunteer Fire Department for services

THIS AGREEMENT is made and entered into this, _____ by and between the _____ Fire Protection District hereinafter referred to as District, a political subdivision of the state of Nevada organized under the provisions of NRS chapter 474 (the "District") and the _____ Volunteer Fire Department herein referred to as VFD, a Registered 501 (C)3 non-profit organization or State of Nevada registered non-profit corporation or association.

Recitals

WHEREAS, the District was created by ordinance by the Board of county Commissioners of Washoe County for the provision of emergency medical services and the prevention and extinguishment of fires; and

WHEREAS, the Fire Districts have all the powers and responsibilities granted fire protection Districts by NRS chapter 474.460 to 474.540, inclusive; and

WHEREAS, the Fire Districts recognizes the Volunteer Fire Departments provide valuable and important response and logistical support service to the community; and

WHEREAS, The Volunteer Department is a 501 (C) 3 non-profit organization or State of Nevada registered non-profit corporation or association organized under the provisions of chapter 81 of the Nevada Revised Statues for the purposes of providing fire protection services, emergency medical services, rescue services, hazardous materials response, logistical and support activities for a geographic area within the District; and

WHEREAS, the effective utilization of the services of the Volunteer Department specified hereinafter are both necessary and desirable, the furnishing of safe and viable services by the Volunteer Department is in the best interests of the

residents of the Fire Protection District and the District is desirous of contracting with the Volunteer Department; and

WHEREAS, the Volunteer Department represents that it and its members are duly qualified and able to render the services specified hereinafter in a consistent and lawful manner and the Volunteer Department is desirous of contracting with the District; and

NOW THEREFORE, in consideration of the aforesaid premises, the District and the Volunteer Department mutually agree as follows: The Volunteer Department shall provide the following:

1. The Volunteer Department will provide initial response, appropriate control and mitigation actions for fire protection services, emergency medical services, rescue services, hazardous material response, public assistance and related logistical and support services when dispatched and/or at the request of the District if personnel are in District.
2. The Volunteer Department acknowledges that its provision of the services set forth above in paragraph one (1) is subject to the supervision, control and coordination of the District or its agents, and its Officers and accordingly agrees as follows:
 - (a.) In order to provide adequate fire protection and emergency services, the Volunteer Department will maintain its fire fighting and emergency service qualifications to applicable District policy and/or standards including those established by federal, state and local law.
 - (b.) The Volunteer Department will respond emergency apparatus and equipment only when properly staffed by qualified personnel in accordance with District policy.
 - (c.) The Volunteer Department will comply with the District or its agent's safety and training policies, requirements and related risk management policies when providing all services including training and preparation thereof.

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- (d.) The Volunteer Department shall designate a training officer responsible for coordinating safety/training within the Volunteer Department, who shall act as the Volunteer Department liaison to the Fire Districts risk manager and the training representative of the Fire Districts or its agent and will be the Volunteer Department representative to the District safety officer for all safety matters.
- (e.) The Volunteer Department will comply with the District's policies, procedures and training standards. The Volunteer Department will provide the District with documentation of demonstrated competencies identified as necessary by the Fire District's policy and procedures.
- (f.) The Volunteer Department will comply with the District's criteria and policies for recruitment and membership of members expected to perform emergency and logistical support services.
- (g.) The District and the Volunteer Department will assure all members have current District approved identification cards that describe qualifications for functioning at incidents. Members without current identification cards will not be authorized to respond to incidents.
- (h.) The Volunteer Department will comply with District policies and Nevada State law regarding the operation and use of emergency vehicles and their maintenance and care. It is agreed that a Department of Transportation inspection shall be conducted annually on all motor vehicles in the Volunteer Department's possession and control, by the personnel of a district approved facility.
- (i.) The Volunteer Department will maintain District stations in compliance with OSHA standards, and district policy, local building and fire code/ regulations and in a clean and orderly manner.
- (j.) Volunteer Department members found to have violated District policies and procedures may be prohibited by the District from performing emergency or logistical support services on behalf of the Fire Districts.
- (k.) The Volunteer Department will comply with all provisions of

Law governing:

- (1.) Nonprofit corporations or associations and their ability to transact business within the State of Nevada, as set forth in Chapters 81 and the applicable portions of chapter 78 of the Nevada Revised Statutes. The nonprofit status must be current and registered with Nevada Secretary of State. Documentation of annual renewal shall be sent to the District.
 - (2.) The certification of emergency medical service personnel pursuant to Chapter 450B of the Nevada Revised Statutes, where applicable.
 - (3.) Occupational Safety and Health requirements, as applicable to the District and Volunteer members pursuant to Chapters 617 & 618 of the Nevada Revised Statutes.
 - (4.) As required by applicable law, the Volunteer Department agrees not to discriminate on the basis of race, religion, creed, sex or handicap in the provision of services pursuant to this agreement or in the selection, retention or termination of volunteer members.
3. The Volunteer Department shall each month submit a complete report of activities for the previous 30 days to the District and the County Fire Services Coordinator. The report shall at a minimum include a summary of all responses, training, copies of the associated report forms and other activities undertaken by the department.
4. Volunteer Department members shall meet applicable District training and performance standards and shall maintain appropriate licensure and certification as required to perform their duties as volunteer members. The

Volunteer Department agrees that a member's failure to comply with these requirements is grounds for disciplinary action up to and including immediate dismissal. In the event this occurs the VFD will be notified in advance to give sufficient opportunity for member to come into compliance

5. The Volunteer Department will provide the District with completed forms for new members, inactive, and terminated members in order to ensure that premiums are paid in a timely fashion. In addition in order to assure coverage is maintained for current members of the Volunteer Department, the department shall submit a current roster of members each month to the District and the County Fire Services Coordinator.

6. It is acknowledged that the Volunteer Department participates from time to time in corporate administrative, fund raising and charitable activities which do not involve support for the District or the provision of fire protection services, emergency medical services, rescue services or hazardous materials response (or training or preparation therefore). The Volunteer Department agrees that it will not, without prior approval, use District owned facilities, vehicles or equipment for such activities and that in participating in such activities, its members are not acting as employees of the District.

7. Should the Volunteer Department wish to participate in a civic fund raising, community relations or charitable activities which are fire-related, e.g., the provision of stand-by fire, emergency medical and rescue services at large public events, the department shall request permission from the District in writing fifteen (15) days prior to the event to use District vehicles and equipment. Approval of such requests will not be unreasonably withheld, provided however, that requests to use District vehicles or equipment for purely private or personal matters will be summarily denied.

10-7-04

8. The Fire District will provide opportunities for participation by the volunteers at emergency incidents commensurate with their documented training and certification.

9. The District agrees to consult the Volunteer Department regarding serviceability of vehicles and equipment as part of the process of determining suitability to remain in emergency service and insured at the district expense. The suitability for emergency response will be based upon District, NFPA, and Federal Department of Transportation (DOT) safety standards.

10. As new apparatus and/or equipment are acquired by the District, the used equipment shall be evaluated and if serviceable for use consistent with District policy, should be assigned to the Volunteer Department on an as needed basis.

11. The District agrees to pay for necessary insurance, personal protective equipment, maintenance and repair of apparatus (within NFPA and DOT serviceable limits, and financial considerations), station repairs and maintenance and utilities, new personnel processing, physical examinations per NRS 617, uniforms/safety footwear allowance, and communication equipment. In consideration of the services of the Department as delineated above, the District will provide fiscal support to the Department for firefighting, emergency medical services, rescue services and hazardous material response activities (and training and preparation therefore), within the constraints of the District's budget as approved by the Board of Fire Commissioners.

12. The District will provide assistance and funding for the necessary insurance including general liability and auto insurance for the Volunteer Department, by an insurance company authorized to do business in the State of Nevada. The policy must provide coverage for special events,

administrative fund raising and charitable activities which do not involve fire protection services, emergency medical services, rescue services ,hazardous materials or logistical support activities (or training or preparation therefore) conducted under the supervision and control of the District. As a minimum, the liability coverage provided by the policy will be \$1,000,000 single limit for bodily injury, including death, and for property damage combined.

13. The District will provide worker's compensation coverage for Volunteer Department members through the District's workers compensation insurance provider. The coverage provided is only for firefighting, emergency medical services, rescue services, hazardous material, or logistical support activities (training and preparation therefore) performed by members under the supervision, sponsorship or control of the District.

14. The District acknowledges that Volunteer Department members are considered employees of the District for civil liability purposes pursuant to and as provided in NRS 41.0309.

15. In consideration of the services provided by the Volunteer Department as delineated above, the District will provide fiscal support to the Volunteer Department for firefighting, emergency medical services, rescue services, hazardous material, and logistical support response activities (and training and preparation therefore) and recruitment and retention of volunteers.

16. In the event a Volunteer Department staffed apparatus is deployed to a billable incident, the Fire District will provide billing services. When funds are received the allowable funds will be transferred to the respective Volunteer Department for use in enhancing the volunteer program. In the event the apparatus assigned to the billable incident is owned by the District, the billable amounts will be retained by the Fire District. In the event the apparatus is owned by the Volunteer Department, the billable amounts minus

fuel costs will be transferred to the Volunteer Department. Billable personnel costs will be transferred to the Volunteer Department.

17. Fiscal support received by the Volunteer Department from the District shall be expended in accordance with the provisions of law governing nonprofit organizations in the State of Nevada and shall not be expended for any illegal purpose.

18. The Volunteer Department acknowledges that this agreement is contingent upon appropriation of funds to support its activities by the District Board of Fire Commissioners through the budget process and that the agreement will terminate by operation of law, if funds are not appropriated. Should this occur, the District will provide the Volunteer Department with immediate written notice of the Board's action directed to the Chief of the Volunteer Department.

19. In the event a Volunteer Fire Department (VFD) is non-compliant with the terms of this agreement, the _____ FPD or the _____ FPD will remove the Fire Districts owned apparatus from the station and will not insure VFD apparatus and/or not insure individual members until the VFD is in compliance. In the event this occurs, the VFD will be notified in advance to give sufficient opportunity to come in compliance prior to the removal of the apparatus or equipment.

20. This agreement may be terminated with or without cause by either party upon appropriate action of its governing board, provided that a termination shall not be effective until sixty (60) days after a party has served written notice of termination upon the other party. Service of such written notice of termination shall be served respectively upon the Chief of the District and the Chief of the Volunteer Department. Upon termination of this agreement for any reason, all equipment and vehicles belonging to the District will be

returned to the District's possession within fifteen (15) days. Termination of the agreement signifies the withdrawal of the Volunteer Department's authority to provide firefighting, emergency medical services, rescue services and hazardous material or logistical support activities within the District.

21. This agreement shall be effective from the 1st day of July, 2010, unless later approved by the Truckee Meadows Board of Fire Commissioners, in which case the agreement shall be effective upon such approval, and shall continue in force and effect until the 30th day of June, 2015, unless sooner revoked by either party as set forth in paragraph twenty (20) or terminated as provided in paragraph twenty (20). Agreement can be extended for an additional five years with mutual consent of the parties. Either party can request review of the exiting agreement at anytime. Changes to the agreement must be done through mutual agreement of the parties.

APPENDIX "E"

Fill-in and Recall Practices for Volunteers

Fill-In and Recall Practices In Use Presently By SFPD

The practices that SFPD uses to cover vacant stations are utilized at the discretion of the Duty Officer. There is no written procedure or contract article that deals with this subject. There are three situations that we deal with on an everyday basis to fill or cover career stations that are vacant due to an emergency, breakdown or training.

Short Term

If the vacancy is going to be of short duration (15-30 mins.) a career engine company that is not assigned to the call will position itself in a location that is between the two response districts or a non-committed volunteer engine company will staff and cover the vacant district from its station.

Medium Term

If the vacancy is going to be of medium term (30-60 mins.) a non-committed volunteer engine company will staff and cover the vacant district from its station. A career engine company may be moved from a district that has volunteer back-up and moved to a district that has no volunteer backup, the newly vacated district will be covered by the volunteer engine from its own station. Recall of off duty-career personnel to staff a reserve engine will be instituted by pager if there is no volunteer engine to back up either district.

Long Term

If the vacancy is going to be a long term (60 or more mins.) the medium term fill-in will be started, and recall of off duty-career personnel to staff a reserve engine will be instituted by pager as soon as it appears that this will be of long duration. When career coverage is obtained, the volunteer engine will deman and go out of service.

The only exceptions to this are large emergency events where there are no off-duty personnel available to work or no reserve engines to staff. If either of these situations occur the long term volunteer coverage is put into place and this may include staffing a normally career station.

APPENDIX "F"

Any Other Existing Contracts

1	Agreement to Provide Fire Protection Services	CA – County of Sierra
2	Interlocal Agreement	Carson City Fire Department
3	Interlocal Agreement Between Public Agencies	Dept. of Regional Parks and Open Space
4	Fire and Emergency Mutual Aid Agreement	Lake Tahoe Regional Fire Chiefs Assoc.
5	Interagency Cooperative Agreement	North Lake Tahoe Fire Protection District
6	Operating Plan	Nevada Division of Forestry
7	Agreement	Nevada Fire Safe Council
8	Interlocal Agreement	Raven
9	Cooperative Agreement	City of Reno/TMFPD
10	Agreement	Southwest Pointe Associates
11	Cooperative Agreement	Sparks Fire Department
12	Annual Operating Plan	Storey County Fire Department
13	Interlocal Agreement	Truckee Fire Protection District
14	Annual Operating Plan	U.S. Forest Service Humbolt - Toiyable National Forest
15	Interlocal Agreement	Administrative and Support Services

10-7-04

AGREEMENT TO PROVIDE
FIRE PROTECTION SERVICES

2008-092

JUN 17 2008

THIS AGREEMENT for funding for Fire Protection Services ("Agreement") is made and entered into on this day of by and between (1) the County of Sierra on behalf of County Service Area # 4, a political subdivision of the State of California ("the County"), and (2) the Sierra Fire Protection District, a fire protection district organized under chapter 473 of the Nevada Revised Statutes ("District") for itself and its successors and assigns.

RECITALS

WHEREAS, the community of Verdi extends into portions of the State of Nevada and the State of California; and

WHEREAS, the majority of the population of the community of Verdi is within the State of Nevada, while a smaller portion is within Sierra County, California; and

WHEREAS, there is a portion of the community of Verdi within Sierra County that does not have dedicated structural fire protection resources from the County of Sierra or any other local governmental entity; and

WHEREAS, the residents within this uncovered area have requested that the County of Sierra provide services, either directly or by contract with a local fire agency; and

WHEREAS, the only entity that is presently in a position to provide local structural fire protection to the community of Verdi is the District; and

WHEREAS, the District is willing to provide structural fire protection, suppression and emergency medical aid (excluding wildland fire protection and paramedic transport/ambulance services) to the portions of Verdi, California, pursuant to a written agreement; and

WHEREAS, it is the intent of the parties that the funding provided by County under this Agreement shall be utilized by District to support the Verdi Volunteer Fire operations in providing services under this Agreement in cooperation with District.

WHEREAS, it is the desire and intent of the Board of Supervisors as the governing body of CSA #4 to provide an interim source of funds so as to secure fire protection, suppression and emergency medical aid as provided herein for those areas of Verdi, California not currently under contract with the District, while long term solutions for the provisions of these services are being studied.

JUN 17 2008

NOW THEREFORE, in consideration of the foregoing, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The District shall provide structural fire prevention, suppression and emergency medical aid on an as needed and on-call basis, in the areas within Verdi, California as described in Attachment A-1 (hereinafter referred to as the "service area"). The foregoing is with the understanding that the services will be limited by the availability of district resources, including personnel, apparatus, and equipment. The District will not provide wildland fire protection services of any kind under this agreement; nor will it provide paramedic transport/ambulance services of any kind under this agreement. Furthermore, nothing herein is meant to create a promise or assurance of any level of service or protection to any particular individuals or members of the public. This agreement is not meant to create any third party beneficiaries. It is also recognized that the District's ability to provide resources in response to any particular incident shall be determined at the discretion of appropriate District personnel, and that the District shall not be required to provide services hereunder to any extent that would impair the District's ability to respond to or provide services for incidents that occur within the District's own boundaries. Finally, the services to be provided by the District are for response only and do not include any other fire protection or emergency medical services including but not limited to fire code enforcement, consultation, building or site inspection.

2. TERM.

Commencement Date: July 1, 2008

Termination Date: June 30, 2009

3. PAYMENT.

Within 30 days of the date of execution of this agreement, the County shall pay the District the sum of Ten Thousand Dollars and No Cents (\$10,000.00) for fire protection services as provided herein. Except as otherwise provided herein, this payment shall be the only payment made to the District for services rendered pursuant to this Agreement.

JUN 17 2008

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

The District shall, at its sole cost and expense, furnish all facilities, equipment, insurance, and other materials which may be required for furnishing services pursuant to this Agreement.

5. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference, incorporated herein. Attachments include:

Attachment A-1 – Territory of Service

6. INDEMNIFICATION.

The County and its officers, agents, and employees hereby agree to defend, indemnify, and hold harmless the District and its officers, agents, and employees from any claims, lawsuits, demands, litigation, or causes of action arising out of or relating to any acts or omissions of the County or its officers, agents, and employees.

The District does not waive and hereby intends to assert any and all available immunities in all cases, including NRS chapter 41 immunities or similar immunities that might be available under California law in particular instances.

7. FUND OUT.

In the event that the governing body of the District fails to appropriate any funds necessary to carry out any duties created under this agreement beyond the District's then current fiscal year, this agreement shall terminate without charge, penalty, or sanction. Any money already paid to the District by the County hereunder shall be refunded in an amount reduced by the value of any services already rendered by the District to the County hereunder.

8. AUTHORITY.

The parties hereby warrant that they have the authority to enter into this agreement. Specifically, the District derives its authority from Nevada law including NRS 277.180.

9. GOVERNING LAW


This agreement, including its substantive terms as well as the procedures for enforcing it and the remedies available in any action arising out of or relating to it, shall be governed by the laws of the state of Nevada, irrespective of conflicts of law principles.

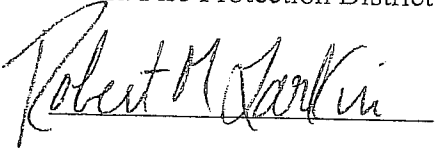
10. SUCCESSOR ENTITY.

In the event that Sierra County Fire Protection District No. 1 annexes the service area, then said entity shall be deemed to be the successor to County under this Agreement, for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first written above.

“COUNTY”

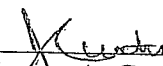
By: 
PATRICIA WHITLEY
Chairman, Board of Supervisors

Sierra Fire Protection District
By: 
Chairman, Board of Directors

ATTEST:

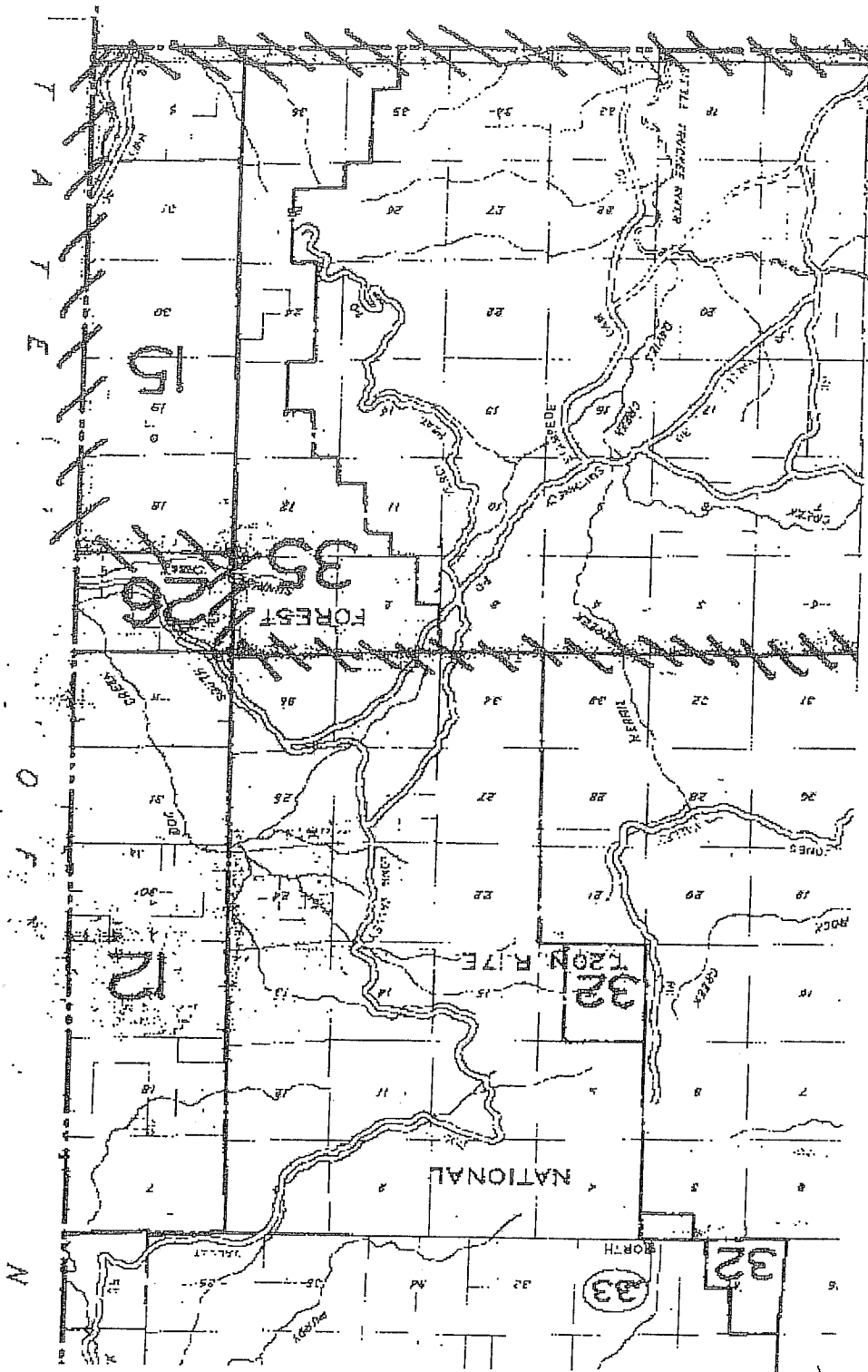
Heather Foster
Clerk to the Board

APPROVED AS TO FORM:



James A. Curtis
County Counsel

ATTACHMENT A-1
Territory of Service



**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 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 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.

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

12-7-00

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 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.

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__.

CARSON CITY FIRE DEPARTMENT

SIERRA FIRE PROTECTION DISTRICT

By: _____
Stacey Giomi, Fire Chief

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

APPENDIX A

2008 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 hrs. 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 hrs.

2. Appropriate resources (Minimum of one type 1 or one 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 hrs.
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.

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 that 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

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between Washoe County, a Political Subdivision of the State of Nevada,
hereinafter "County",

Acting By and Through Its

Department of Regional Parks and Open Space
2601 Plumas Street
Reno, NV 89509

And, the Sierra Fire Protection District
Hereinafter SFPD

4000 Joy Lake Road
Reno, NV 89511

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

CONTRACT TERM. This Contract shall be effective for a period of two years from May 25, 2010 to May 25, 2012, or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.

TERMINATION. This Contract may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until 30 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.

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.

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF WORK (See Attachment A)

ATTACHMENT B: STANDARD TERMS AND CONDITIONS (See Attachment B)

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

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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.

LIMITED LIABILITY. The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

INDEMNIFICATION.

a. Consistent with the Limited Liability provision stated above, 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 attorneys' 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 exist as to any party or person, described in this paragraph.

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

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.

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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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.

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.

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.

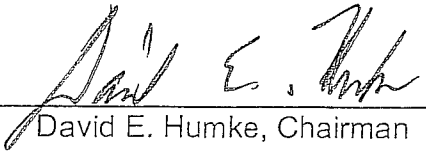
PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

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 Washoe County, Nevada district courts for enforcement of this Contract.

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 Washoe County's legal advisor.

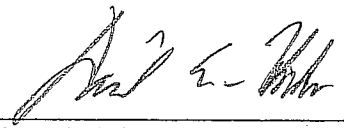
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

WASHOE COUNTY, NEVADA
Acting by and through its
Board of County Commissioners

By: 
David E. Humke, Chairman

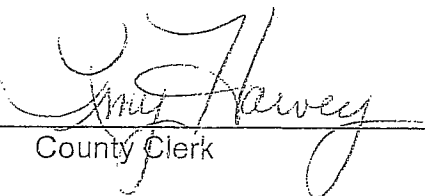
Date: 7/13/10

Sierra Fire Protection District
Acting by and through its
Board of Fire Commissioners

By: 
David E. Humke, Chairman

Date: 7/13/10

ATTEST:

By: 
County Clerk

Date: July 13, 2010

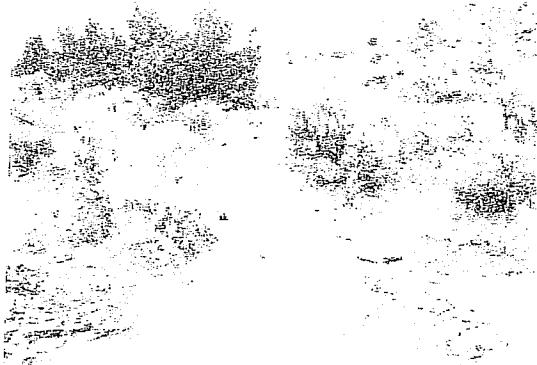
ATTACHMENT A
SCOPE OF WORK

1. Responsibilities of the Parties: In accordance with mutual objectives to reduce the risk of catastrophic loss due to wildfire, the parties to this agreement will:
 - A. SFPD will conduct fuels reduction projects within four Washoe County Park facilities: Crystal Peak Park, Davis Creek Regional Park, Hidden Valley Regional Park and Sun Valley Regional Park. The primary goal of these projects is employment for the removal of excess brush, ladder fuels and timber in accordance with the *Washoe County Risk Hazard Assessment* (RCI 2005). Properties designated for treatment are delineated in conditions attached hereto as Attachment B to this agreement.
 - B. SFPD will advertise for and hire a minimum of 10 employees to be supervised by SFPD, whose duties will include reducing hazardous fuels on each site, aimed at minimizing the fire spread and intensity into or out of the park and reducing the threat to the residents of the community.
 - C. SFPD will provide managerial needs including ARRA quarterly reporting, and invoicing, tracking of employee work hours, tracking of acreage treated, and estimates of biomass removed, as measured in tons.
 - D. SFPD maintain worker's compensation insurances as well as general liability insurance of at least \$1 million.
 - E. SFPD agrees to adhere to the additional standard terms and conditions attached hereto as Attachment B to this agreement.
 - F. Washoe County Dept. of Regional Parks & Open Space will provide grant oversight, including reports to the granting source.

2. Funding:
 - A. It is understood that the duties and responsibilities outlined above are American Recovery and Reinvestment Act 2009 grant funded through a grant written, submitted, and administered by Washoe County Dept. of Regional Parks & Open Space.
 - B. Funding for II(A) above is limited to a maximum of \$211,470.00 allocated as follows: \$6,000.00 Crystal Peak Park, \$128,000.00 Davis Creek Regional Park, \$16,470.00 Hidden Valley Regional Park and \$61,000.00 Sun Valley Regional Park.

*Attachment B
Standard Terms & Conditions*

*Washoe County Open Space Fuels Reduction Project
Project # WFM-0460-14HFE*



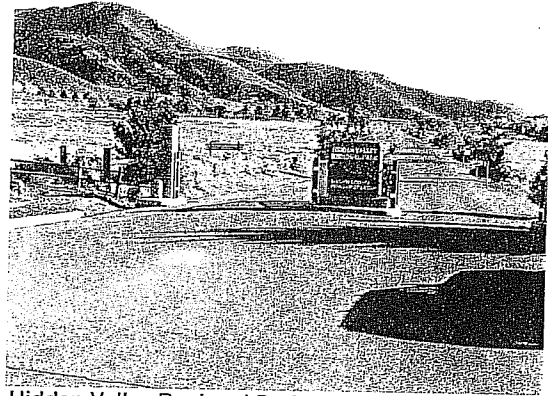
Sun Valley Regional Park



Davis Creek Regional Park



Crystal Peak Park



Hidden Valley Regional Park

American Recovery and Reinvestment Act of 2009
USDA Forest Service & Nevada Department of Agriculture



NARRATIVE STATEMENT:

The threat and severity of wildland fires has increased in the Urban Interface regions of Washoe County in large part due to the lack of available funding for fuels reduction work. In the late 1800's the Sierra Front forests were logged to provide lumber for mining operations, new town sites and subsequent heating of those structures. Nevada forests have evolved with fire. The native Indian populations would utilize fire to clean the brush in the understory of the forest, providing an open park like quality.

However, fire suppression along with past forest harvesting have led to the dramatic build up of forest fuel, causing more intense wildfires that are more difficult to manage and prevent. The intensity of wildfires occurring in Washoe County threatens both homes and the environment, degrading watersheds and wildlife habitat.

The trend of increasing fuel loading and fire intensity is occurring in Washoe County at the same time as the population is increasing. With encroaching development, wildland fires have devastated both homes and open space.

These trends taken together indicate an increased risk of severe wildfire to a growing population. There are steps that can be taken to reduce this risk. Fuel treatment techniques for four separate projects within Washoe County will successfully limit the extent and intensity of wildfires.

Hazardous fuel reduction to clear and remove vegetation will both protect residents and improve forest health.

The project will include:

- Crystal Peak Park Fuels Reduction Plan
- Davis Creek Park Fuels Reduction Plan
- Hidden Valley Regional Park & Open Space Fuels Reduction Plan
- Sun Valley Regional Park & Open Space Fuels Reduction Plan

I. DESCRIPTION:

Why Federal Funds?

Federal Stimulus Funds are necessary to assist the local Washoe County government in creating jobs in a region of the country that has sky rocketing unemployment rates (11%) and decreasing tax revenues for county programs including operating and maintenance.

Fire suppression, along with past forest harvesting have led to the dramatic build up of forest fuel, causing more intense wildfires that are more difficult to manage and prevent. The intensity of wildfires occurring in Washoe County

threatens both homes and the environment, degrading watersheds and wildlife habitat.

Hazardous fuel reduction to clear and remove vegetation will both protect residents and improve forest health.

THE FEDERAL FUNDS WILL BE USED TO:

- **Description of the specific activities**

Washoe County will utilize federal funds from the American Recovery and Reinvestment Act to implement four fuels reduction plans in:

- Crystal Peak Park
- Davis Creek Regional Park
- Hidden Valley Regional Park
- Sun Valley Regional Park

Crystal Peak Park Fuel Reduction Plan

Project Description:

Crystal Peak Park Fuel Reduction Project involves the removal and thinning of dead and diseased Cottonwood trees along the Truckee River within the community of Verdi. The general treatment will include cutting, chipping and removal of Cottonwood trees and brush using hand crews.

The purpose of this project is to reduce hazardous fuel loading surrounding the community of Verdi. The vegetation type is Cottonwood with understory brush component.

The treatment will focus on removal of dead Cottonwood trees, and improving the stand health by targeting diseased trees. Hand brush removal will also be done.

Project Location and Access

The Project area is located in the Sierra Fire Protection District in Verdi. See map of the project area and access locations.

Purpose of Fuels Reduction Project

1. Increase Firefighter and public safety by reducing the intensity of a wildland interface fire.
2. Reduce hazardous fuels located within the Crystal Peak Park. Fuel reduction on this site is aimed at slowing the movement of wild fire into or out of the open space and reducing the threat to the residents of the community.

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3. Improve safety of public by removing dead and hazardous Cottonwood trees.
4. Fuels reduction will reduce wildfire by:
 - Reducing fuel load to increase forest health
 - Reducing brush continuity to reduce wildfire spread
 - Reduce dead Cottonwood stands to minimize fire intensity and spread.

Proposed Activities

- Remove all dead and diseased Cottonwood trees.
- Remove all dead and approximately 75% of the live brush within the project site.
- Brush and slash that is removed by hand shall be piled for burning, masticated and/or chipped back on the slope to reduce erosion.

Fuel Reduction Project Plan

1. Remove Cottonwood trees.
2. Cut only marked trees.
3. Remove all dead trees within treatment area.
4. All cut wood to be removed from site for disposal.
5. Remove all dead brush.
6. Remove approximately 75% of live brush.
7. Remove all brush within 10' of any fence.
8. Hand Crews to remove trees and brush within drainage areas.
9. Stack hand cut material from inaccessible areas for later prescribe pile burn.
10. Prescribe pile burn to meet SFPD Burn Plan and Washoe County Air Quality requirements.
11. Leave grasses, perennial forbs, and ground cover shrubs in place whenever possible.
12. Minimize soil disturbance when using mastication equipment.
13. All service vehicles to stay on existing roads and trails.

Davis Creek Park Fuel Reduction Plan

Project Description:

Davis Creek Park Fuel Reduction Project involves the removal and thinning of brush and pine trees to create a shaded fuel break between the County Park and the private development located within the community of West Washoe Valley. The treatment area is approximately 80 acres of Washoe County Open Space which is moderately sloped forest land. The general treatment will include cutting, chipping and removal of Jeffery Pine trees and brush using mechanical mastication equipment, hand crews and prescribed pile burning.

The purpose of this project is to reduce the native fuels surrounding the community of West Washoe Valley. The vegetation type is Jeffery Pine Forest with understory brush component. The treatment will focus on thinning Jeffery Pine trees, removing suppressed trees, and improving the stand health by targeting diseased trees. Mastication will treat the slash, brush fields and the ground fuels.

Project Location and Access

The Project area is located in the Sierra Fire Protection District in West Washoe Valley. See map of the project area and access locations.

Purpose of Fuels Reduction Project

1. Increase Firefighter and public safety by reducing the intensity of a wildland interface fire.
2. Reduce hazardous fuels located within the Davis Creek Park. Fuel reduction on this site is aimed at slowing the movement of wild fire into or out of the open space and reducing the threat to the residents of the community.
3. Improve access for fire apparatus and personnel into and out of the open space.
4. Fuels reduction will reduce wild fire by:
 - Reducing Jeffery Pine tree stands to minimize fire spread and intensity
 - Reducing brush continuity to minimize fire spread and intensity.
 - Reducing fuel load to improve forest health.

Proposed activities

1. Thin Jeffery Pine trees to a maximum of 120 basal area.
2. Remove all dead and approximately 75% of the live brush within the project site.
3. Mechanical equipment to masticate brush and slash.
4. Brush and slash that is removed by hand shall be piled for burning, masticated and/or chipped back on the slope to reduce erosion.

Fuel Reduction Project Plan

1. Thin Jeffery Pine trees to a maximum of 120 basal area.
2. Cut only marked trees.
3. Remove all dead trees within treatment area.
4. All cut wood to be removed from site for disposal.
5. Remove all dead brush.
6. Remove approximately 75% of live brush.
7. Remove all brush within 10' of any fence.
8. Mastication equipment to be use in open space areas with slope less then 30%.

9. Hand Crews to remove trees and brush within drainage areas that are inaccessible with mechanical mastication equipment.
10. Stack hand cut material from inaccessible areas for later prescribe pile burn.
11. Prescribe pile burn to meet SFPD Burn Plan and Washoe County Air Quality requirements.
12. Leave grasses, perennial forbs, and ground cover shrubs in place whenever possible.
13. Minimize soil disturbance when using mastication equipment.
14. All service vehicles to stay on existing roads and trails.

Hidden Valley Regional Park Fuel Reduction Plan

Project Description:

Hidden Valley Regional Park and Open Space Fuels Reduction Project involves the removal and thinning of brush to create a shaded fuel break between the County Open Space and the private development located within the community of Hidden Valley. The treatment area is approximately 27 acres of Washoe County Open Space which is moderately sloped range land. The general treatment will include removal of brush using mechanical mastication equipment.

The purpose of this project is to reduce the native fuels surrounding the community of Hidden Valley. The vegetation type is sage brush.

The treatment will focus removing approximately 75% of the sage brush within the proposed 27 acre treatment area.

Project Location and Access

The Project area is located in the Truckee Meadow Fire Protection District to the east of the community of Hidden Valley within Hidden Valley Regional Park and Open Space. See map of the project area and access locations.

Purpose of Fuels Reduction Project

1. Increase Firefighter and public safety by reducing the intensity of a wildland interface fire.
2. Reduce hazardous fuels located within the Hidden Valley Regional Park and open space. Fuel reduction on this site is aimed at slowing the movement of wild fire into or out of the open space and reducing the threat to the residents of the community.
3. Improve access for fire apparatus and personnel into and out of the open space.
4. Fuels reduction will reduce wild fire by:
 - Reducing brush continuity to minimize fire spread and intensity.
 - Reducing fuel load to improve rangeland health.

Proposed activities

1. Remove all dead and approximately 75% of the live brush within the project site.
2. Mechanical equipment to masticate brush.

Project Plan

Fuel Reduction Project Plan

1. Remove approximately 75% of live brush.
2. Remove all dead brush
3. Remove all brush within 10' of any fence.
4. Mastication equipment to be used in open space areas with slope less than 30%.
5. Leave grasses, perennial forbs, and ground cover shrubs in place whenever possible.
6. Minimize soil disturbance when using mastication equipment.
7. All support vehicles to stay on existing roads and trails.

Sun Valley Regional Park Fuel Reduction Plan

Project Description:

Sun Valley Regional Park and Open Space Fuel Reduction Project involves the removal and thinning of brush and juniper trees to create a shaded fuel break between the County Park and the private development located within the community of Sun Valley. The treatment area is approximately 100 acres of Washoe County Open Space which is moderately sloped forest land. The general treatment will include cutting, chipping and removal of juniper trees and brush using mechanical mastication equipment, hand crews and prescribed pile burning.

The purpose of this project is to reduce the native fuels surrounding the community of Sun Valley. The vegetation type is Utah Juniper Forest with understory brush component.

The treatment will focus on thinning Juniper trees, removing suppressed trees, and improving the stand health by targeting diseased trees. Mastication will treat the slash, brush fields and the ground fuels.

Project Location and Access

The Project area is located in the Truckee Meadows Fire Protection District. See map of the project area and access locations.

Purpose of Fuels Reduction Project

1. Increase Firefighter and public safety by reducing the intensity of a wildland interface fire.
2. Reduce hazardous fuels located within the Sun Valley Regional Park. Fuel reduction on this site is aimed at slowing the movement of wild fire into or out of the open space and reducing the threat to the residents.
3. Improve access for fire apparatus and personnel into and out of the open space.
4. Fuels reduction will reduce wild fire by:
 - Reducing juniper tree stands to minimize fire spread and intensity
 - Reducing brush continuity to minimize fire spread and intensity.
 - Reducing fuel load to improve forest health.

Proposed activities

1. Thin Juniper trees to a minimum spacing of 18' to 20' between mature trees.
2. Remove all dead and approximately 75% of the live brush within the project site.
3. Mechanical equipment to masticate brush and slash.
4. Brush and slash that is removed by hand shall be piled for burning, masticated and/or chipped back on the slope to reduce erosion.

Project Plan

Fuel Reduction Project Plan

1. Thin Juniper trees to a minimum spacing of 18' to 20' between mature trees.
2. Cut only marked trees.
3. Remove all dead trees within treatment area.
4. All cut wood to be removed from site for disposal.
5. Remove all dead brush.
6. Remove approximately 75% of live brush.
7. Remove all brush within 10' of any fence.
8. Mastication equipment to be use in open space areas with slope less then 30%.
9. Hand Crews to remove trees and brush within drainage areas that are inaccessible with mechanical mastication equipment.
10. Stack hand cut material from inaccessible areas for later prescribe pile burn.
11. Prescribe pile burn to meet SFPD Burn Plan and Washoe County Air Quality requirements.
12. Leave grasses, perennial forbs, and ground cover shrubs in place whenever possible.
13. Minimize soil disturbance when using mastication equipment.
14. All service vehicles to stay on existing roads and trails.

- **Key personnel:**
 - Janet Valle, U.S. Forest Service, Region One & Four, Weed Grant Coordinator
 - Doug Sorenson, U.S. Forest Service, Region Four
 - Scott Marsh, NV. Department of Agriculture, Noxious Weeds Program Coordinator
 - Sue Donaldson, Water Quality Education Specialist, University of Nevada Cooperative Extension
 - Steve Siegel, Wildlife Staff Specialist, Nevada Department of Wildlife
 - Ginny Wilson, District Ranger, Carson Ranger District, Humboldt Toiyabe National Forest
 - Chris McAlear, District Manager, Carson District, Bureau of Land Management
 - Nevada Mule Deer Foundation
 - Bighorns Unlimited
 - Perry Norris, Executive Director, Truckee-Donner Land Trust
 - Susan Urie, Botanist, Tahoe National Forest

- **Key staff members:**
 - Katy Simon, Washoe County Manager
 - David Childs, Assistant County Manager
 - Kurt Latipow, Fire Services Coordinator, Washoe County
 - Mike Heikka, Battalion Chief, Sierra Fire Protection District
 - Doug Doolittle, Director, Washoe County Regional Parks & Open Space
 - Lynda S. Nelson, Planning Manager, Washoe County Regional Parks & Open Space. Stimulus Funds Project Manager
 - Cheryl S. Surface, Park Planner, Washoe County Regional Parks & Open Space, Stimulus Funds Project Coordinator
 - Rosemarie Entsminger, Fiscal Compliance Officer, Washoe County Regional Parks & Open Space, Stimulus Funds Fiscal Compliance

- **Organization's board members:**
 - Washoe County Board of County Commission
 - Chairman David E. Humke
 - Commissioner Bonnie Weber
 - Commissioner John Breternitz
 - Commissioner Robert M. Larkin
 - Commissioner Kitty Jung

 - Washoe County Open Space & Regional Park Commission
 - Clifton J. Young, Chairman
 - Robert Jacobson, Vice Chair
 - Anne Buckley
 - Sarah Chvilicek
 - Jakki Ford
 - Ed Harney

18-704

- Patty Moen
- James Nadeau
- Bill von Phul

- **Government planning office**

- Washoe County Regional Parks & Open Space Department
2601 Plumas St.
Reno, NV 89509
Phone: (775) 823-6511 Fax: (775) 829-8014
Attn: Lynda S. Nelson, Planning Manager

II. FEDERAL ROLE:

STATEMENT OF NEED:

The threat and severity of wildland fires has increased in the Urban Interface regions of Washoe County in large part from a lack of available funding for fuels reduction work. The trend of increasing fuel loading and fire intensity is occurring in Washoe County at the same time as the population is increasing. With encroaching development, wildland fires have devastated both homes and open space.

These trends taken together indicate an increased risk of severe wildfire to a growing population. There are steps that can be taken to reduce this risk. Fuel treatment techniques for four separate projects within Washoe County will successfully limit the extent and intensity of wildfires.

Hazardous fuel reduction to clear and remove vegetation will both protect residents and improve forest health.

PROBLEM STATEMENT:

Fire suppression, along with past forest harvesting have led to the dramatic build up of forest fuel, causing more intense wildfires that are more difficult to manage and prevent. The intensity of wildfires occurring in Washoe County threatens both homes and the environment, degrading watersheds and wildlife habitat.

PROGRAM GOALS:

1. Gear fuel reduction methodology to create maximum number of jobs.
2. Increase Firefighter and public safety by reducing the intensity of a wildland interface fire.
3. Reduce hazardous fuels located within four Washoe County Park facilities. Fuel reduction on sites is aimed at slowing the movement of wild fire into or out of the open space and reducing the threat to the residents of the community.

4. Improve access for fire apparatus and personnel into and out of the open space.
5. Increase Ecosystem Functionality and Wildlife Habitat
6. Fuels reduction will reduce wild fire by:
 - a. Reducing Jeffery Pine tree stands to minimize fire spread and intensity
 - b. Reducing brush continuity to minimize fire spread and intensity.
 - c. Reducing fuel load to improve forest health.
 - d. Reducing juniper tree stands to minimize fire spread and intensity

PROGRAM OBJECTIVES:

Washoe County proposes to hire Sierra Fire Protection District to develop fuel reduction plans for four project areas within Washoe County Regional Parks and Open Space. Washoe County will target these four areas that fit one of the following categories for restoration efforts:

Main Objectives:

Employ maximum number of people

Develop fuel reduction plans for project areas to include:

- Fuel Reduction
- Defensible Space & Fuel Management Plan
- Increase Firefighter and Public safety.
- Increase Ecosystem Functionality and Wildlife Habitat

III. METHODOLOGY

FUEL REDUCTION PLAN:

Crystal Peak Park:

The treatment area is approximately 1 acre of Washoe County Open Space which is Cottonwood adjacent to the Truckee River. The general treatment will include cutting, chipping and removal of dead and diseased Cottonwood and brush using hand crews.

The purpose of this project is to reduce the fuel loading and hazardous trees surrounding the community of Verdi. The vegetation type is riparian Cottonwood with understory brush component.

The treatment will focus on removal of dead Cottonwood trees, and improving the stand health by health by targeting diseased trees.

Davis Creek Regional Park:

The treatment area is approximately 80 acres of Washoe County Open Space which is moderately sloped forest land. The general treatment will include

cutting, chipping and removal of Jeffery Pine trees and brush using mechanical mastication equipment, hand crews and prescribed pile burning.

The purpose of this project is to reduce the native fuels surrounding the community of West Washoe Valley. The vegetation type is Jeffery Pine Forest with understory brush component.

The treatment will focus on thinning Jeffery Pine trees, removing suppressed trees, and improving the stand health by targeting diseased trees. Mastication will treat the slash, brush fields and the ground fuels.

Hidden Valley Regional Park:

The treatment area is approximately 27 acres of Washoe County Open Space which is moderately sloped range land. The general treatment will include removal of brush using mechanical mastication equipment.

The purpose of this project is to reduce the native fuels surrounding the community of Hidden Valley. The vegetation type is sage brush. The treatment will focus removing approximately 75% of the sage brush within the proposed 27 acre treatment area.

Sun Valley Regional Park:

The treatment area is approximately 100 acres of Washoe County Open Space which is moderately sloped forest land. The general treatment will include cutting, chipping and removal of juniper trees and brush using mechanical mastication equipment, hand crews and prescribed pile burning.

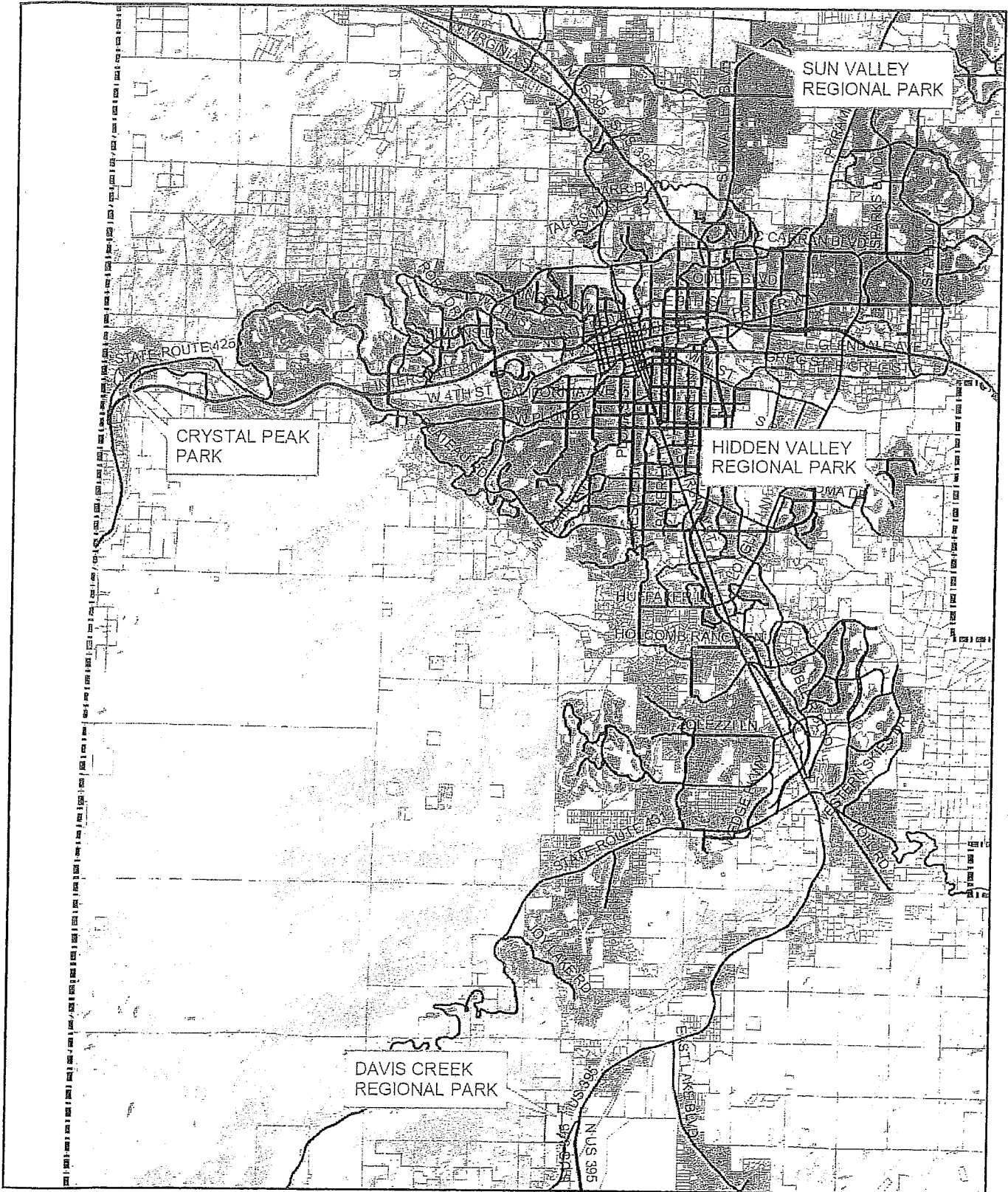
The purpose of this project is to reduce the native fuels surrounding the community of Sun Valley. The vegetation type is Juniper Pine Forest with understory brush component.

The treatment will focus on thinning Juniper trees, removing suppressed trees, and improving the stand health by targeting diseased trees. Mastication will treat the slash, brush fields and the ground fuels.

IV. ACCOMPLISHMENT

- The **outcome** or targets to be achieved:

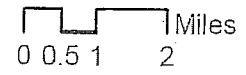
The outcome or targets (success criteria) for the project will be established based on site specific characteristics such as species composition, current vegetation cover and amount of fuels reduction work accomplished to meet desired prescription parameters. Targets will be outlined for each unique site and reported on annually as part of the monitoring plan.



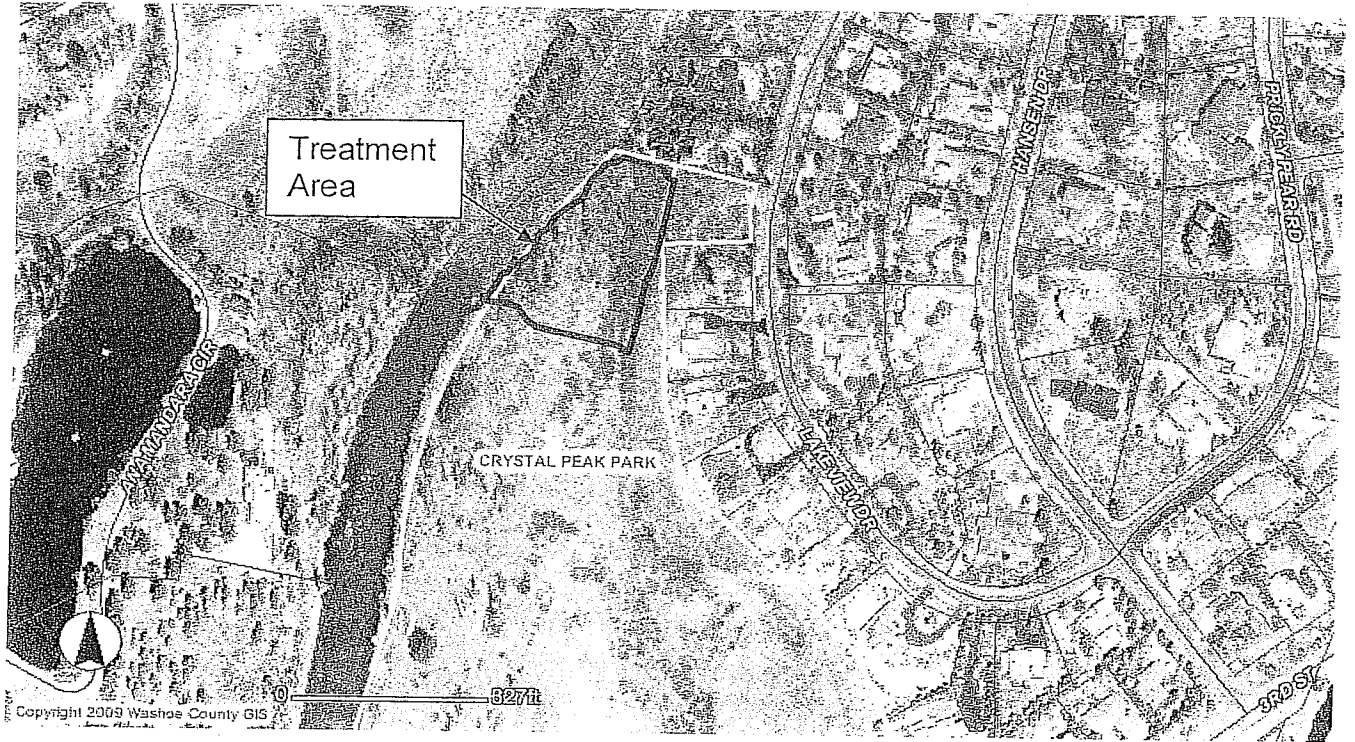
Washoe County Department of
 Regional Parks and Open Space
 2601 Plumas St.
 Reno, NV 89509
 (775) 823-6500



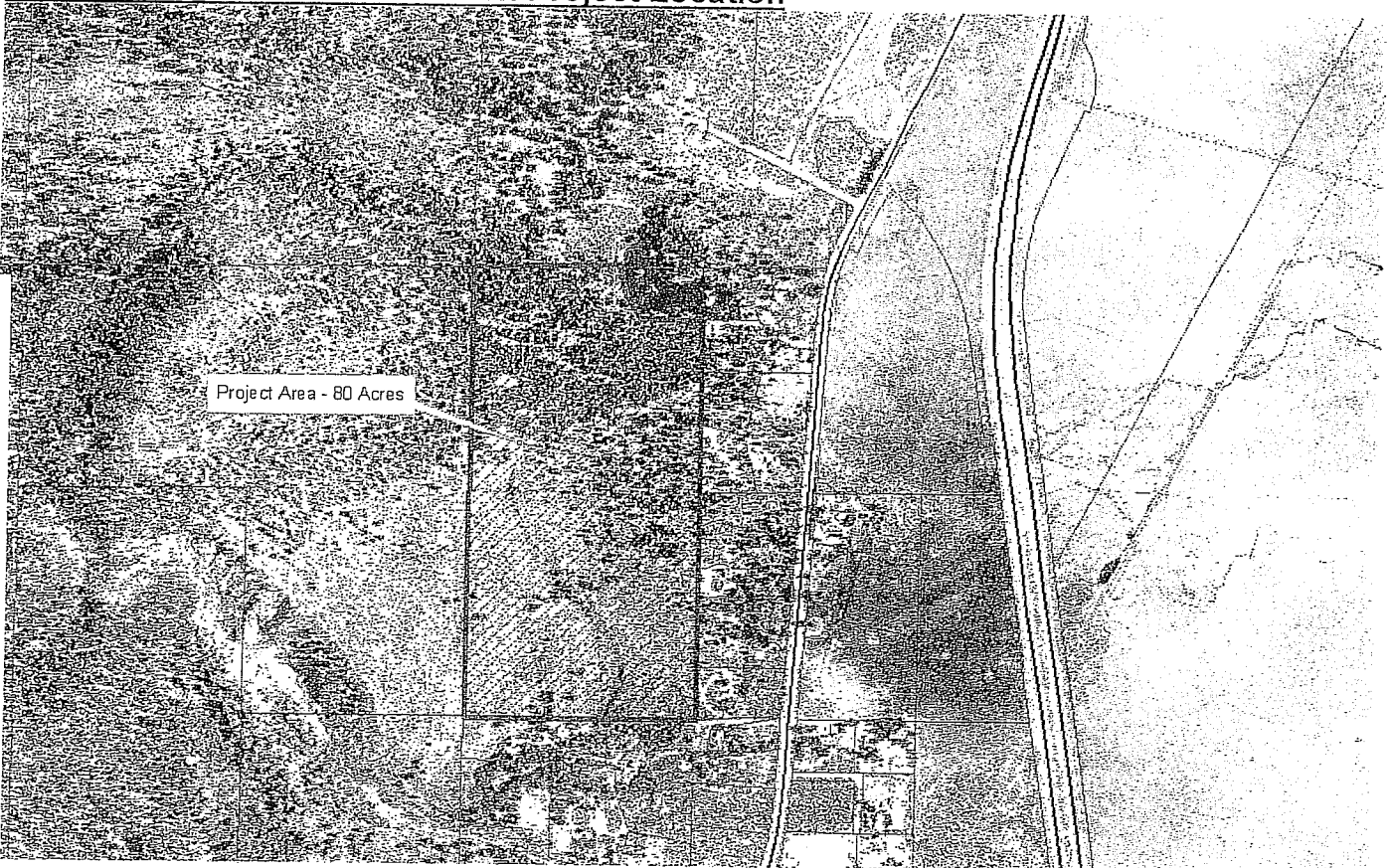
WASHOE COUNTY OPEN SPACE
 FUELS REDUCTION PROJECTS



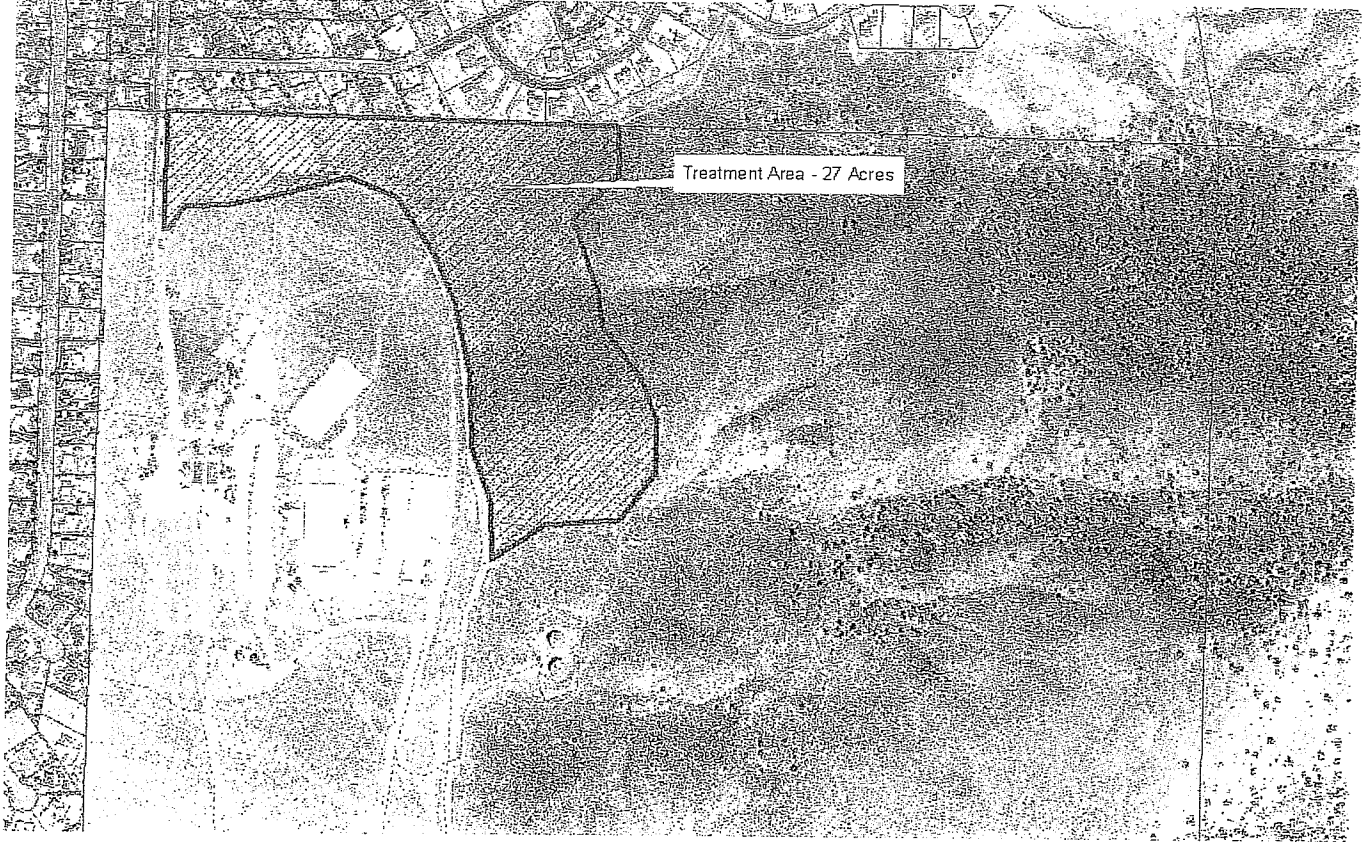
Crystal Peak Park Fuel Reduction Project



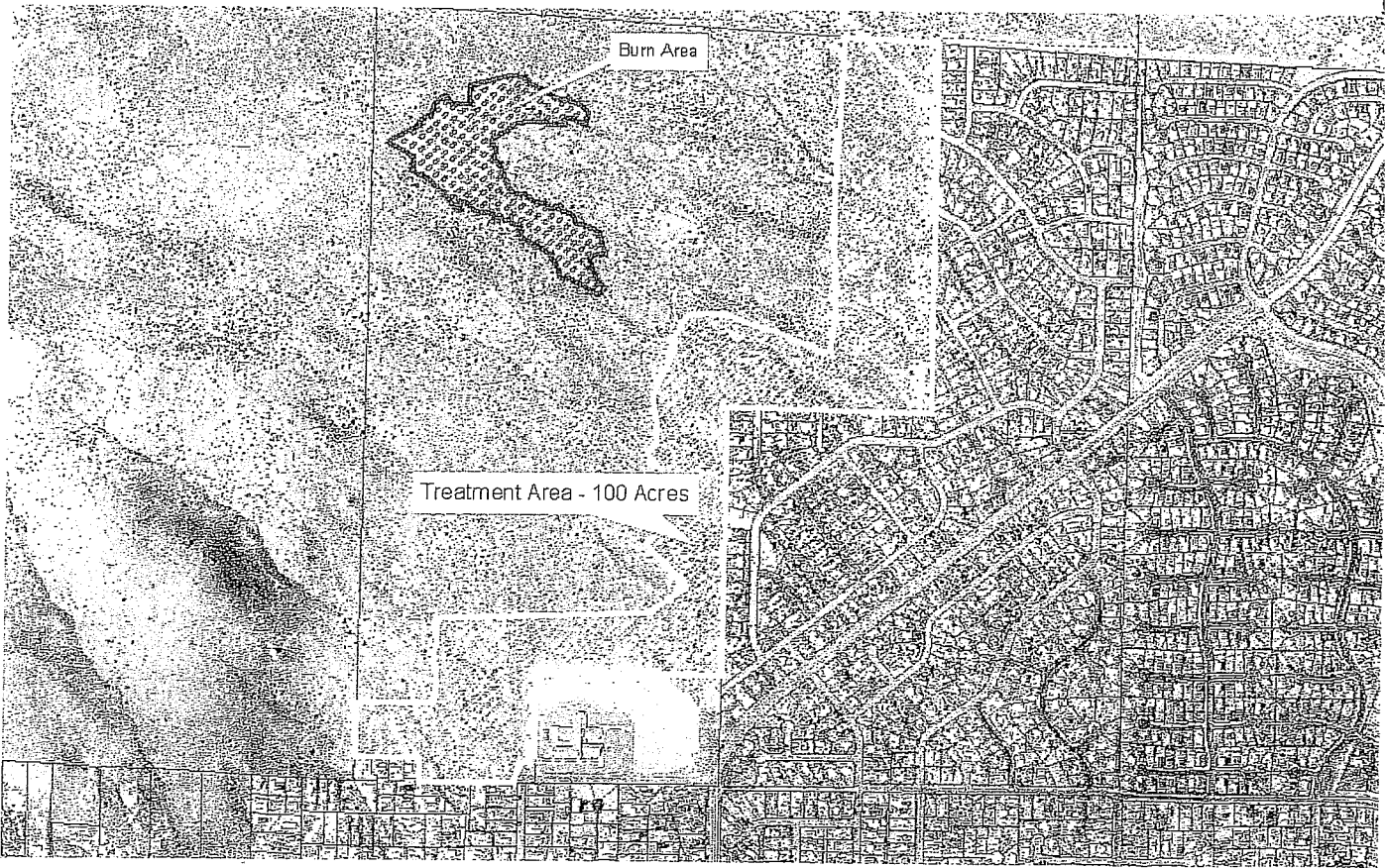
Davis Creek Park Fuel Reduction Project Location



Hidden Valley Regional Park Fuel Reduction Project Location



Sun Valley Regional Park Fuel Reduction Project Location



LAKE TAHOE REGIONAL FIRE CHIEFS ASSOCIATION

AMENDED AND RESTATED

FIRE AND EMERGENCY MUTUAL AID AGREEMENT

This agreement amends and restates the Fire and Emergency Mutual Aid Agreement dated the 10th day of July, 1996, by and among the fire service agencies whose names are set forth in Exhibit "A", attached hereto and incorporated herein by reference.

WITNESSETH

WHEREAS, each of the above-named agencies (sometimes referred to as a "Party" or the "Parties") maintains and operates a fire organization within their respective jurisdictions; and

WHEREAS, the Parties hereto desire to enter into a mutual aid agreement for the purposes hereinafter set forth, pursuant to federal, Nevada, California and local government statutory authority.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Each Party agrees, upon request made to such Party's dispatch center, to furnish personnel, resources and facilities to any other Party as may be necessary to suppress fire or mitigate any emergency incident of such magnitude that is, or is likely to be, beyond the capacity of control of a single agency and requires the combined forces of additional agencies.
2. No Signatory to this agreement shall be required to deplete unreasonably its emergency resources.
3. Such mutual aid shall be within the geographic boundaries of the membership of the Lake Tahoe Regional Fire Chiefs' Association. See Map attached as Exhibit B.
4. Any mutual aid extended under this agreement is done with the express understanding that the responsible local fire official in whose jurisdiction any incident requiring mutual aid has occurred shall have designated an incident commander at such incident for that jurisdiction.
5. Except as otherwise provided herein, reimbursement for personnel, apparatus and support equipment will begin after the twenty-fourth (24th) hour. Should personnel, apparatus or support equipment be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel, apparatus

or support equipment from its home base. Additionally, there shall be only one twenty-four (24)-hour period for each person, apparatus, or support equipment from time of original dispatch, regardless of number of assignments or Forest Agencies committing said personnel, apparatus or support equipment until return to the home base.

6. If reimbursement is available as a result of a declaration of disaster, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for cost reimbursement, shall be paid as set forth in the Reimbursement Procedures (*Exhibit A, Reimbursement Policy and Procedures to the Agreement for Local Government Fire and Emergency Assistance Between the State of California, Emergency Management Agency; State of California, Department of Forestry and Fire Protection; U.S.D.A. Forest Service, Pacific Southwest Region;; U.S.D.I. Bureau of Land Management, California State Office; and U.S.D.I., National Park Service, Pacific West Field Region; U.S.D.I., Fish and Wildlife Service, Pacific Southwest Region; and U.S.D.I. Bureau of Indian Affairs, Pacific Region* (the "CFAA"). It is the intention of the Parties that reimbursement for personnel and equipment shall parallel the provisions of the CFAA, as amended from time to time, specifically with respect to reimbursable time, personnel rates and equipment rates. Where incident costs are subject to cost apportionment among federal, state and/or local agencies, it is the intention of the Parties that costs apportioned to any local agency signatory to this Agreement shall include the value of all LTRFCA resources committed pursuant to this Agreement from the time of initial dispatch from the unit's home base. Participating agencies providing ground ambulance mutual aid resources reserve the right to bill any patient(s) treated and/or transported consistent with the transporting agency billing policies and procedures.
7. In the event of any claim or litigation between the signatories alleging liability on the part of any Party hereto, or any combination of Parties hereto, any action or omission to act under the terms of this Agreement each Party shall provide for its own defense and bear any and all costs thereof.
8. Nothing in this Section shall create or be construed to create any right of action on the part of any Party or entity not a Signatory to this Agreement, nor create the status of third party beneficiary for any person or entity.
9. It is the specific intent of the Parties in entering into this agreement that it is not, and shall not be construed to be a joint powers agreement under the provision of California or Nevada law.

Any issues concerning this Agreement are to be resolved without reference to such statutory law.

10. All signatories to this Agreement shall, in so far as is reasonable, use the terminology and organization structure of the National Interagency Incident Management System (NIIMS) and/or the Incident Command System (ICS).
11. It shall be policy for the agency requesting aid to release the assisting agencies from emergency duties as soon as practicable.
12. This Agreement shall not interfere with or replace any mutual aid or other operational agreements between agencies signatory to this Agreement or to agreements between a signatory and a Forest Agency. In the event of any inconsistency between the provisions of this Agreement and any bilateral agreement between participating agencies or a party and another agency, the latter shall prevail.
13. The Lake Tahoe Regional Fire Chiefs' Association shall elect from among its California members a Tahoe Basin Fire and Rescue Operational Area Coordinator, who shall concurrently serve as the California Emergency Management Agency Tahoe Basin Fire and Rescue Operational Area Coordinator, who shall coordinate the dispatch of mutual aid resources subject to this Agreement with the requesting agency incident commander.
14. All requests for mutual aid provided for in this Agreement shall be made through established and approved communication channels to the Lake Tahoe Regional Fire Chiefs' Association Operational Area Coordinator. Such requests shall be made by a responsible fire official of the agency requesting aid. Interstate and cross-border mutual aid between California and Nevada is rendered pursuant to the SUPPLEMENTAL INTERSTATE COMPACT FOR EMERGENCY MUTUAL ASSISTANCE between the States of California and Nevada, dated July 19, 2007, a copy of which is attached as Exhibit C.
15. This Agreement shall remain in full force and effect from the date hereof until terminated or amended by the Lake Tahoe Regional Fire Chiefs' Association, PROVIDED, HOWEVER, any party hereto may withdraw from this agreement by giving thirty (30) days prior notice in writing to the Association president and the designated mutual aid emergency coordinator.
16. The parties to this Agreement may, from time to time, adopt by resolution an Annual Operations Plan setting forth a detailed plan for implementation of this Mutual Aid Agreement. A copy of the Operations Plan shall be attached to this Agreement as Exhibit D.

AGREED TO THIS ___ DAY OF _____, 2010, BY THE PARTIES HERETO AS SET FORTH ON THE ATTACHED EXHIBIT "A".

12-7-10

EXHIBIT "A"

ALPINE COUNTY
(Bear Valley Fire Department; Kirkwood Fire
Department; Markleeville Volunteer Fire
Department; Woodsford Volunteer Fire
Department)

By: _____ Date: _____

CALIFORNIA TAHOE EMERGENCY SERVICES
OPERATING AUTHORITY

By: _____ Date: _____

CARSON CITY FIRE DEPARTMENT

By: _____ Date: _____

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Date: _____

EAST FORK FIRE AND PARAMEDIC DISTRICT

By: _____ Date: _____

FALLEN LEAF LAKE VOLUNTEER FIRE
DEPARTMENT

By: _____ Date: _____

LAKE VALLEY FIRE PROTECTION DISTRICT

By: _____ Date: _____

MEEKS BAY FIRE PROTECTION DISTRICT

By: _____ Date: _____

NORTH LAKE TAHOE FIRE PROTECTION
DISTRICT

By: _____ Date: _____

NORTH TAHOE FIRE PROTECTION DISTRICT

By: _____ Date: _____

NORTHSTAR FIRE DEPARTMENT

By: _____ Date: _____

RENO FIRE DEPARTMENT

By: _____ Date: _____

SIERRA FIRE PROTECTION DISTRICT

By: _____ Date: _____

SIERRA FOREST FIRE PROTECTION DISTRICT

By: _____ Date: _____

SOUTH LAKE TAHOE FIRE DEPARTMENT

By: _____ Date: _____

SPARKS FIRE DEPARTMENT

By: _____ Date: _____

SQUAW VALLEY FIRE DEPARTMENT

By: _____ Date: _____

STOREY COUNTY FIRE PROTECTION DISTRICT

By: _____ Date: _____

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

By: _____ Date: _____

TRUCKEE FIRE PROTECTION DISTRICT

By: _____ Date: _____

Figure 1 - Exhibit B: LTRFCA

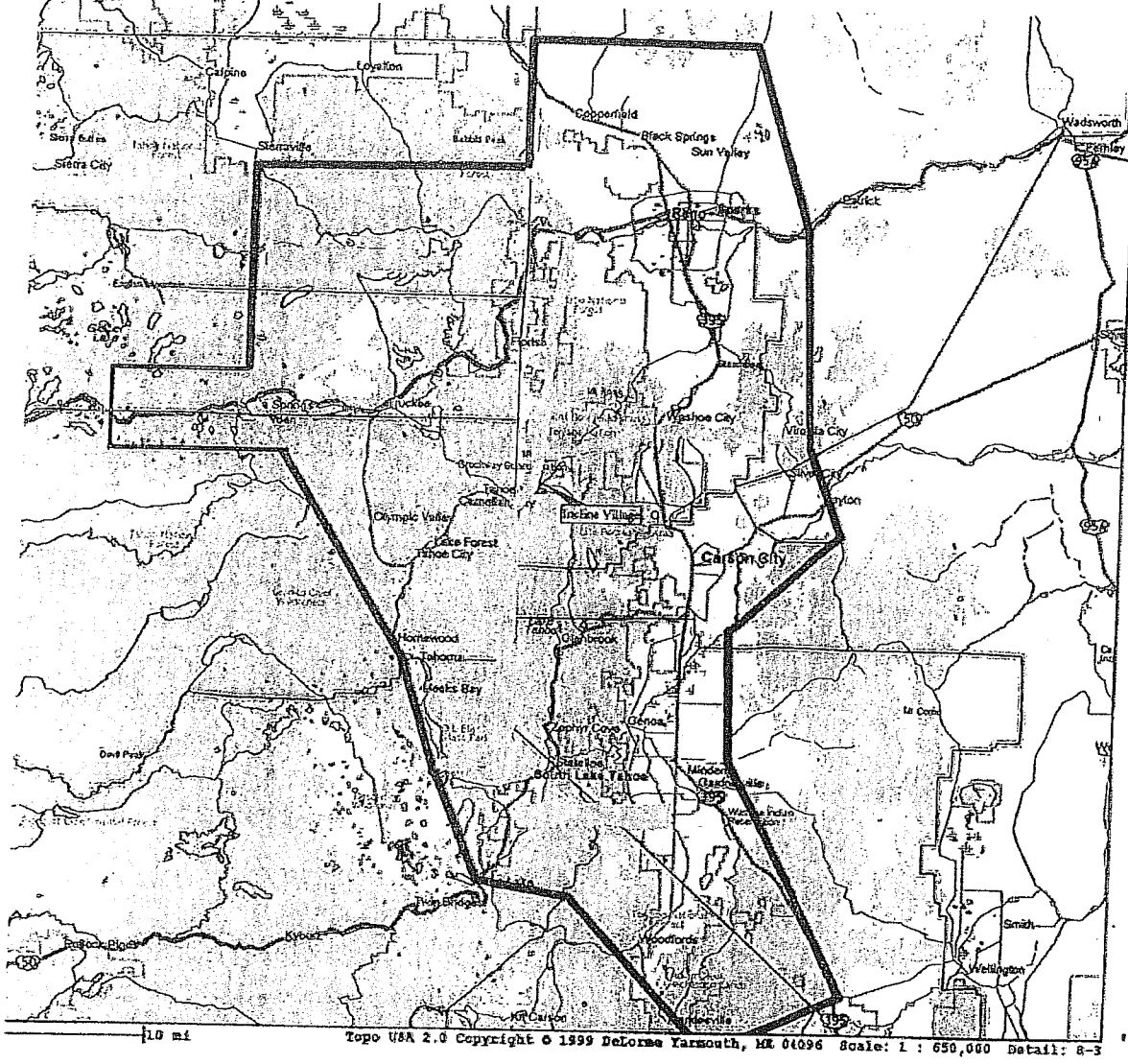


Figure 2 - Exhibit C:

**SUPPLEMENTAL INTERSTATE COMPACT
FOR EMERGENCY MUTUAL ASSISTANCE**

WHEREAS the states of Nevada and California have determined that interstate emergency mutual assistance is helpful and often necessary in responding to emergencies and disasters; and

WHEREAS both states have entered into interstate compacts, that provide the framework for sharing resources during declared states of emergency; and

WHEREAS many emergencies do not require the Governors to declare a state of emergency, but nonetheless there is a significant benefit of sharing of critical emergency resources during those situations; and

WHEREAS the Emergency Management Assistance Compact, ("EMAC"), does not specifically include state-to-state assistance for emergencies that have not been declared a state of emergency by the Governor of the state requesting resources; and

WHEREAS the EMAC specifically allows and encourages supplemental agreements between its party states.

THEREFORE, this agreement is made by the Governor of the State of Nevada pursuant to the authority granted him by Chapter 414 of the Nevada Revised Statutes and the Governor of the State of California, pursuant to authority granted to him by Section 8619 of the California Government Code, and each Governor is acting herein for and on behalf of his state respectively, as follows:

1. The State of Nevada hereby promises and agrees to provide emergency mutual aid assistance in emergencies to the State of California when the State of California requests such assistance, notwithstanding the absence of a declaration of emergency or disaster by the State of California or the State of Nevada.
2. The State of California hereby promises and agrees to provide emergency mutual aid assistance in emergencies to the State of Nevada when the State of Nevada requests such assistance, notwithstanding the absence of a declaration of emergency or disaster by the State of Nevada or the State of California.
3. Neither state shall be required to provide resources under this agreement, if in the sole discretion of the responding state, the requested resources are not sufficiently available, or if the provisions of those resources would unreasonably impact the safety and health of the citizens of the responding state.
4. The State rendering assistance pursuant to this Compact shall be reimbursed by the requesting State receiving such assistance for any loss or damage to or expense incurred responding to a request for aid and any costs incurred in connection with such requests; notwithstanding, the assisting State may choose to assume in whole or in part such loss, damage, expense or other cost, or may loan such equipment or donate such services to the requesting State without charge or costs.
5. Pursuant to the applicable statutes and agreements of both States, the officers, employees, volunteers, and other emergency responders rendering assistance in the other State pursuant to this Compact shall be protected from liability, as applicable to those individuals.
6. Each party state shall provide their responding individuals with compensation and death benefits, including worker's compensation, as appropriate and authorized for any injured emergency responder deployed under this Compact or the representatives of deceased responders, in the same manner as if the injury or death occurred within the responding individual's state, subject to the reimbursement provisions of this Compact.
7. This agreement shall remain in effect until EMAC is amended to allow interstate mutual aid without a Governor's declaration of emergency or disaster, even if California or Nevada does not sign the amended EMAC. Notwithstanding the foregoing, either state may terminate this agreement with a 90-day written notice to the other state.

IN WITNESS WHEREOF,

I, Jim Gibbons, Governor of the State of Nevada, have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed this 3rd day of July, in the year Two Thousand Seven.


GOVERNOR

SECRETARY OF STATE

IN WITNESS WHEREOF,

I, Arnold Schwarzenegger, Governor of the State of California, have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19 day of July, in the year Two Thousand Seven.


GOVERNOR


SECRETARY OF STATE

10-1-07

Exhibit "D"

2010 OPERATIONS PLAN

THIS OPERATIONS PLAN provides specific actions to implement the Lake Tahoe Regional Fire Chiefs Association Fire and Emergency Mutual Aid Agreement dated January 1, 2010 (the "Agreement") for the 2010 wildland fire season. This Operations Plan will be effective January 1, 2010 and will continue in effect until replaced.

1. The Cooperators listed in Exhibit "A" to the Agreement as appropriate and signatory agencies for 2010 are:

- Alpine County
- Bear Valley Fire Department
- California Tahoe Emergency Services Operating Authority
- Carson City Fire Department
- Central Lyon County Fire Protection District
- East Fork Fire and Paramedic District
- Fallen Leaf Lake Volunteer Fire Department
- Kirkwood Fire Department
- Lake Valley Fire Protection District
- Markleeville Volunteer Fire Department
- Meeks Bay Fire Protection District
- North Lake Tahoe Fire Protection District
- North Tahoe Fire Protection District
- Northstar Fire Department
- Reno Fire Department
- Sierra Fire Protection District
- Sierra Forest Fire Protection District
- South Lake Tahoe Fire Department
- Sparks Fire Department
- Squaw Valley Fire Department
- Storey County Fire Department
- Tahoe Douglas Fire Protection District
- Truckee Fire Protection District
- Woodfords Volunteer Fire Department

A map setting forth the response area for the Agreement based on these Cooperators is attached as Exhibit D-1.

2. The time frame for all LTRFCA mutual aid resources to be "without cost" as described in Paragraph 5 of the LTRFCA Mutual Aid Agreement for the Cooperators described in Paragraph 1 shall be twenty-four (24) hours, except as otherwise provided at Paragraph 5 of the LTRFCA Mutual Aid Agreement.
 - a. Within 24 hours of the dispatch of Cooperator resources, the Agency Representative shall provide notice of status of payment or reimbursement for committed Cooperator Resources to the LTRFCA Operational Area Coordinator and to each cooperating agency. In the event no determination on payment or reimbursement has been made within such 24 hour period,

Cooperator resources shall be released from the incident unless each of the participating agencies reaffirm, as to their respective resources, specific approval for additional 24 hour Operating Period(s) of commitment to the incident without compensation.

- b. Any Cooperator Strike Team or single resource committed to the incident shall have priority in remaining on the incident if payment for resources is arranged after the initial twenty-four (24) hours.
3. The LTRFCA may provide an Agency Representative to any incident where one (1) strike team or more LTRFCA Cooperator resources are committed.
 - a. This Agency Representative shall respond to the incident within four (4) hours of dispatch of Cooperator resources.
 - b. The Agency Representative shall not be from a hosting agency of the incident.
 - c. The Agency Representative must be able to assist in facilitating usage of the Cooperator resources, negotiating cost reimbursement decisions and providing other services of Agency Representative, as described in the Field Operations Guide (ICS 420-1), for twenty-four (24) hours.

4. Dispatch Procedures

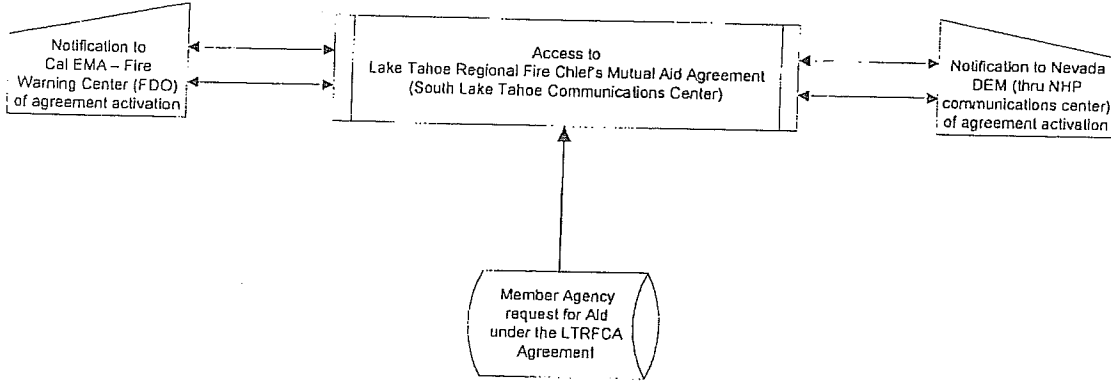
- a. All LTRFCA Fire and Emergency Mutual Aid Agreement Cooperator resources must be requested through South Lake Tahoe Dispatch. South Lake Tahoe Dispatch shall notify the Federal Dispatch Agency having jurisdiction: Grass Valley ECC, Minden ECC or Camino ECC, if applicable, of commitment of Cooperator resources.
- b. LTRFCA Cooperator resources dispatched under this Operations Plan shall be given the identifier "TFC" followed by year, sequential number for that season, and NWCG Type designator, e.g. "Strike Team TFC 10-2 C" would signify LTRFCA Strike Team number 2 for 2010, consisting of Type 3 engines.
- c. All Cooperators shall notify South Lake Tahoe Dispatch whenever they are in "draw down" state limiting ability to commit resources to support the Agreement and shall update South Lake Tahoe Dispatch as conditions change.
- d. South Lake Tahoe Dispatch shall provide LTRFCA resource status notifications and updates to California Emergency Management Agency and Nevada Department of Emergency Management, as appropriate, at time of dispatch and shall request confirmation that resources dispatched from one state into the other are intended as interstate emergency assistance under the terms of the SUPPLEMENTAL INTERSTATE COMPACT FOR EMERGENCY MUTUAL ASSISTANCE dated July 19, 2007 or any successor agreement thereto.

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LTRFCA Agreement Activation Notification Process



5. All Cooperator resources shall be able to support their operations for forty-eight (48) hours without logistical support from the incident, including meals for crew, fuel and emergency repairs.

INTERAGENCY Cooperative Agreement

A Cooperative Agreement for a Shared Hand Crew between:

North Lake Tahoe Fire Protection District (NLTFPD)
866 Oriole Way
Incline Village, NV 89451
Contact: Fire Chief Michael D. Brown
Phone: 775-831-0351

And

Sierra Fire Protection District (SFPD)
3905 Old Highway 395 North
Washoe Valley, NV 89704
Contact: Fire Chief Michael Greene
Phone: 775-849-1108

The Parties to this Cooperative Agreement are: North Lake Tahoe Fire Protection District, (NLTFPD) and Sierra Fire Protection District (SFPD), both public fire districts authorized and operating pursuant to NRS Chapter 474.

WHEREAS: The Parties are neighboring fire protection districts within Washoe County and have identified mutual fuels treatment objectives and efficiencies to treat accumulated hazardous fuels by sharing a Type II Hand Crew.

WHEREAS: NLTFPD has successfully assembled and managed Type II Hand Crews to perform similar hazardous fuels treatments.

WHEREAS: SFPD desires to utilize the NLTFPD's expertise in crew assembly and management.

WHEREAS: The Parties as public agencies have the authority to enter into this Agreement pursuant to NRS 277.045.

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

1. AGREEMENT TERM. This Agreement shall be effective upon the date of the last signature hereto, and shall remain effective for 12 months unless terminated sooner by either Party as set forth in this Agreement.
2. TERMINATION. This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until 20 days after a Party has served written notice upon the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party without cause. The Parties expressly agree that this Agreement shall be terminated

- immediately if for any reason funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
3. NOTICE. All notices or other communications required or permitted to give under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested.
 4. SCOPE OF WORK. The Parties agree that the services to be performed by each of them are those set forth in the Scope of Work attached hereto as Exhibit A.
 5. CONSIDERATION.
 - a. NLTFPD agrees to provide and to charge the services set forth in Exhibit A at actual cost not to exceed \$400,000.
 - b. SFPD agrees to pay the actual costs billed by NLTFPD, as approved by SFPD, not to exceed \$400,000, or to otherwise cooperate and coordinate payment therefore between and with both NLTFPD and the Nevada Fire Safe Council, a funder of fuels reduction projects in Washoe County.
 6. ASSENT. INSPECTION & AUDIT
 - a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to appropriate authorities, upon audits or reviews, sufficient information to determine compliance with all funding requirements and applicable laws.
 - 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 reasonable notice by appropriate authorities.
 - c. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
 7. BREACH; REMEDIES. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.
 8. LIMITED LIABILITY. The parties will not waive and intend to assert available liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.
 9. FORCE MAJEURE. Neither party shall be deemed to be in violation of this

Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. INDEMNIFICATION.

a. To the fullest extent of limited liability allowed under this Agreement and all applicable laws, 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 thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action.

11. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the 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. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

13. 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.

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

15. 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.

16. 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 Agreement.

17. PROPER AUTHORITY. The parties hereto represent and warrant that the person

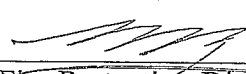
executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in paragraph 4.

18. GOVERNING LAW; JURISDICTION. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada state district court in Washoe County for enforcement and construction of this Agreement.
19. ENTIRE AGREEMENT AND MODIFICATION. This Agreement 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

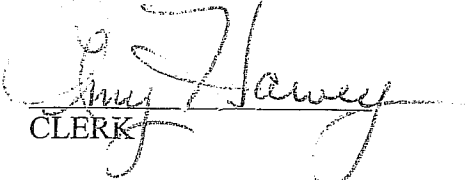


North Lake Tahoe Fire Protection District 5/10/11 Fire Chief
Date Title



Sierra Fire Protection District 5/5/11 Fire Chief
Date Title

ATTEST:



CLERK

BOARD OF FIRE COMMISSIONERS



John Breternitz, Chair 4/12/11

INTERAGENCY COOPERATIVE AGREEMENT
EXHIBIT A.

SCOPE OF WORK

PURSUANT TO the Parties' Interagency Cooperative Agreement of even date herewith, the parties agree on Scope of Works as follows:

NORTH TAHOE FIRE PROTECTION DISTRICT AGREES:

1. To recruit, hire, train, deploy, supervise and provide personal protective equipment, supervision, unemployment insurance, workers compensation insurance, transportation and necessary equipment for a twenty member hand crew who will operate by all standards, laws, and regulations to function as a Type II hand crew.
2. Hire former seasonal employees of the SFPD who have completed a minimum of four months of seasonal work and have a satisfactory performance evaluation and who meet all minimum requirement of the NLTFPD including pre-employment physical, drug testing and physical ability. The former seasonal SFPD employees will not receive a reduction in their previous year's rate of pay or benefits. This requirement is only applicable to the initial hiring of the first twenty member crew and is not a requirement for subsequent years.
3. To recruit only those crew members that have competed Basic Wildland Fire Fighter Training.
4. To assign crew to SFPD projects as designated by the SFPD Liaison.
5. Crew shall be available for initial attack assignment to wildland fire within the SFPD boundaries
6. To compensate crewmembers for overtime associated with a SFPD desire to facilitate emergency or contingency staffing.
7. Provide time cards and other records and necessary documentation to comply with all state and federal government requirements for the purpose of reimbursement.
8. Provide monthly billing for services, which, following review and approval by the SFPD liaison, will be submitted for payment to the Nevada Fire Safe Council consistent with the SFPD/NFSC Agreement for services.

SIERRA FIRE PROTECTION DISTRICT AGREES:


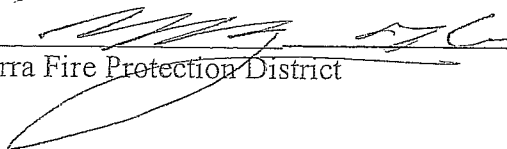
1. To pay the daily, actual NLTFPD cost for a twenty member hand crew not to exceed \$400,000, or to otherwise cooperate and coordinate payment therefore between and with

12-10-00

both NLTFPD and the Nevada Fire Safe Council, a funder of fuels reduction projects in Washoe County. The number of crew days will be dependent upon available funding.

2. Provide a liaison to work with NLTFPD management to provide direction and support for fuels management projects.
3. The NLTFPD may utilize any of their available hand crews or components thereof to perform the services required of it so long as consistent with the minimum requirements set forth herein.

ACCEPTANCE:

 _____ North Lake Tahoe Fire Protection District	<u>5/10/11</u> Date	<u>FIRE CHIEF</u> Title
 _____ Sierra Fire Protection District	<u>5/5/11</u> Date	<u>Fire Chief</u> Title

2010
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. Mutual or Automatic aid shall be provided by the Division and Sierra without expectation of reimbursement for the first 24 hours from the time of initial dispatch and within the limits of local resources, which term is defined as the limits of local resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities. 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.
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.

2010 NDF Sierra FPD AOP

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.
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 Sierra Front Interagency Dispatch and Reno Emergency Communications Center 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. Billing deadlines set forth herein are intended 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 agencies: incident home unit dispatchers during the mutual aid period, not on specific request number; agency overhead personnel not specifically assigned to the incident; non-expendable accountable property; claims and award payments; interest and indemnities payments; move-up and cover during the mutual aid period; agency specific rehabilitation beyond suppression damage rehab and resources demobilized before the end of the mutual aid period.

15. The Nevada Division of Forestry is the Governor's Authorized Representative for FEMA – Fire Management Assistance Grants (FMAG). FMAG requests must be submitted while the fire is burning uncontrolled and threatens such destruction as would constitute a major disaster. Therefore requests for FMAG declarations shall be submitted, regardless of the time of day or night, to the Division, so that the processing of the request may begin and a determination may be made when assistance is needed the most
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, 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. A unified command organization shall be established between the two agencies when the fire is multi-jurisdictional.
3. Upon request the Nevada Division of Forestry will respond state hand crews, state aircraft, type 3 Engines, Type 6 Engines, water tenders and/or overhead to wildland fires in the Sierra Fire Protection District, subject to availability, 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 initial dispatch.
4. 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.

5. Other resources can be ordered through established mutual aid agreements or cooperative agreements to keep costs at a manageable level.

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, hand crew and/or overhead to wildland fires in the Nevada Division of Forestry's jurisdiction in Carson City and Storey counties, 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 initial time of dispatch. 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.

IN WITNESS WHEREOF, the Parties have executed this Annual Operating Plan as of July 13, 2010

Concurrence:

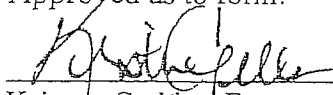

Pete Anderson, State Forester Firewarden

Date 5/17/10

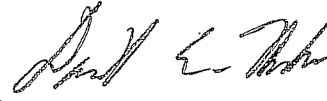

Scott Sisco, Administrative Service Officer

Date 5/17/2010

Approved as to form:

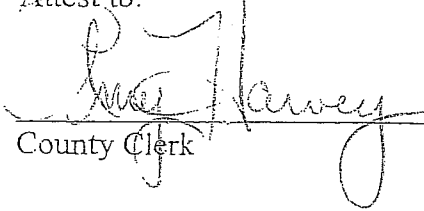

Kristen Geddes, Deputy Attorney General

Date 5/13/10


DAVID E. HUMKE, Chairman
Sierra Fire Protection District
Board of Fire Commissioners

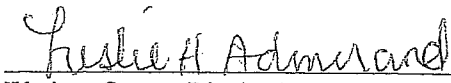
Date 7/13/10

Attest to:


County Clerk

Date July 13, 2010

Approved as to form:


Washoe County District Attorney's Office

Date 7/14/10

AGREEMENT

An Agreement Between Sierra Fire Protection District
(hereinafter "SFPD")
Washoe County Manger's Office
1001 E. Ninth Street
Reno, NV 89520
(775) 328-3605

And, the Nevada Fire Safe Council, a Nevada nonprofit corporation
(hereinafter "NVFSC")

710 North Curry Street
Carson City, NV 89703-3915
(775) 884-4455

WHEREAS, NVFSC is a grantee of federal funds under the Southern Nevada Public Land Management Act ("SNPLMA") and desires to fund staff through SFPD using those SNPLMA dollars;

WHEREAS, SFPD is a political subdivision of the State of Nevada organized pursuant to NRS Chapter 474 as a fire district, and it desires to operate a defensible space and wildfire prevention and awareness program ; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

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

1. SCOPE AND FUNDING. The scope of this Agreement is identified and discussed in Attachments A that is incorporated herein by this reference. Pursuant to this Agreement and Attachment, SFPD will oversee a defensible space and community outreach programs related to wildfire and perform certain managerial duties.

NVFSC will provide funding for these matters with an amount not to exceed \$ 87,500.

SFPD will invoice NVFSC regarding the contractor costs and managerial duties on a monthly basis and NVFSC will pay the invoices within 30 days of receipt of the invoices or when grant funding becomes available.

2. AGREEMENT TERM. This Agreement shall be effective for a period of one year from July 1, 2011 to July 1, 2012, or until this Agreement is terminated pursuant to the terms of this Agreement, whichever date shall first occur.

3. TERMINATION This Agreement may be terminated by either party without cause prior to expiration of the Agreement Term, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party

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

5. BREACH; REMEDIES. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.

6. LIMITED LIABILITY. SFPD will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

7. INDEMNIFICATION. Consistent with the limited liability provision stated above, 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 attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

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

9. WAIVER OF BREACH Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

10. 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 nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

12. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public

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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.

13. 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 perform the service set forth in this agreement.

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

15. ENTIRE AGREEMENT AND MODIFICATION. This Agreement 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

ATTEST

Sierra Fire Protection District

Acting by and through its Board of Fire Commissioners

By: *Amy Harvey*
County Clerk

By: *[Signature]*
John Breternitz, Chairman

State of Nevada

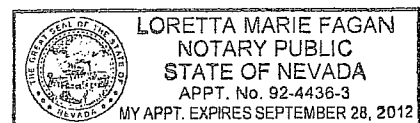
Nevada Fire Safe Council

[Signature]
Andrew List, Executive Director

County of Washoe

On this 27 day of June, 2011, Andrew List personally appeared before me, a Notary Public, and acknowledged that he executed the above instrument for the purpose therein contained.

Notary Public *[Signature]*



ATTACHMENT A
SCOPE OF WORK

1. Responsibilities of the Parties: In accordance with mutual objectives to reduce the risk of catastrophic loss due to wildfire, the scope of work and agreement is:
 - A. The work performed will be within the SFPD and TMFPD area located south of Interstate 80 and west of US 395.
 - B. SFPD will engage the services of a qualified vendor to perform defensible space inspections, re-inspections, provide public education programs and provide record keeping and updates on progress of each inspection utilizing a web based reporting program.
 - C. The contractor shall notify SFPD and TMFPD/Reno prevention staff of non-compliant property owners for appropriate action.
 - D. The contractor will be assigned to complete approximately 600 inspections in TMFPD and 356 inspections in SFPD including inspection, re-inspection, data entry, and notification of non-compliance
 - E. TMFPD/RFD staff will coordinate the work of the contractor in TMFPD areas and SFPD will coordinate the work of the contractor in SFPD areas.
 - F. SFPD will provide managerial needs including monthly reporting, and invoicing, tracking of contractor work hours.
 - G. SFPD will provide training and access to its web based reporting program to TMFPD staff to be able to access records regarding inspection programs.
 - H. SFPD will cooperate with TMFPD prevention staff for defensible space inspections, evaluations, and if warranted enforcement actions on private properties.
 - I. SFPD prevention staff will provide wildland related education and prevention programs including evacuation drills, school programs, signage of evacuation routes, disaster preparedness classes in SFPD areas.
 - J. SFPD prevention staff will provide training, equipment, and support for the numerous volunteers who assist in evacuation notification, defensible space inspections, and dissemination of prevention information.
 - K. It is anticipated that SFPD prevention staff will spend approximately 11 hours per week performing work in the above areas

L. Nevada Fire Safe Council shall provide, agreement oversight, including reports to the granting source.

2. Funding:

A. It is understood that the duties and responsibilities outlined above are Southern Nevada Public Land Management Act (SNPLMA) grant funded through a grant written, submitted, and administered by the Nevada Fire Safe Council.

B. NVFSC will provide funding for an amount not to exceed \$87,500.

ENTRY AGREEMENT FOR BIOMASS FUEL REDUCTION PROJECT

THIS AGREEMENT, entered into this 3rd day of March, 2011, and is made by and between COUNTY OF WASHOE, a political subdivision of the State of Nevada, through its Department of Public Works (the "Licensor"), and The Nevada Fire Safe Council a Nevada Non-profit Corporation (the "Licensee"). The term Licensee includes the Nevada Fire Safe Council and any employees, representatives, consultants, contractors, subcontractors, vendors, material men and other agents.

1. GENERAL.

1.1 Property. Licensor is the owner of 3 specific parcels of land located in Reno, Washoe County, Nevada, more commonly known as 0 Sage Hill Road, APN 016-411-23, 0 Pyramid Way, APN 534-071-05, and 1240 East Lake Blvd. APN 050-210-35 which is more particularly shown as Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

1.2. Entry/Improvements. Licensee desires to enter ("Entry") onto the Property and to have the right to utilize the parcel for temporary staging and biomass reduction work in the area.

1.3. Consideration. In consideration for Entry, Licensee shall pay the sum of \$0- per month and be responsible for all costs and expenses related to any damage that may occur to the property through its activities.

2. TERMS OF ENTRY.

2.1. Entry and Work. Subject to compliance with the provisions of this Agreement, Licensee is hereby granted the right and license to enter the Property during the term hereof for the purpose of staging and stockpiling materials and equipment in the area designated. All Work shall be performed and made at Licensee's sole cost and expense. Licensee shall be strictly liable for all claims of, all activities of, and compliance of, all contractors, vendors, material men, and other third parties involved with the Entry and the Work. Licensee shall not excavate fill material from the Property. Dust control shall be maintained by Licensee to Licensor's satisfaction and Licensee shall be responsible for compliance with all applicable air emissions requirements. All access to the Property shall be subject to the Licensor's approval and designation of route. Entry and all Work shall be scheduled and coordinated prior to commencement with the Director or designee of the Department of Public Works. Licensee shall notify all property owners within a reasonable distance of its intent to utilize the site. Licensee shall not traverse, trespass on or disturb other real property owned by Licensor, unless prior written consent from Licensor is obtained.

2.2. Non-exclusive Right. The right and license of Entry granted herein is non-exclusive. Licensor may continue to use and to enjoy the Property in any manner not inconsistent with the right of Entry granted herein.

3. TERM.

3.1. Commencement and Termination. This Agreement shall commence, and be binding and effective on the parties, on March 3, 2011 or the last date of the execution by a party hereto. This Agreement shall terminate on June 31, 2011, when all work and restoration has been satisfactorily completed and approved by Licensor.

4. COMPLIANCE WITH REQUIREMENTS. Licensee shall comply with all applicable permits, authorizations, laws, rules and regulations of local, state and federal governmental authorities, including, without limitation, all Environmental Laws (hereinafter defined) in performing Work, and shall take every precaution to protect and safeguard the Property.

5. LIENS. Licensee shall pay when due all bills and amounts due for labor, services or materials provided for or incorporated in the Property for the Work pursuant to the Entry. Licensee shall remove or cause to be removed within fifteen (15) days after recordation thereof any claims of mechanic's or material men's liens or other charges or encumbrances against the Property that arise from or relate to the Entry and the Work.

6. RESTORATION AND INDEMNITY. Licensee agrees to restore the Property to its original condition or to the extent reasonably possible upon completion of the Work and termination of this Agreement. Licensee's obligation hereunder to restore the Property shall include, without limitation, the removal of any debris, equipment, structures, fixtures, supplies, materials and other items necessary and incidental to Entry and performance of the Work. Licensee shall indemnify and hold Licensor harmless and at Licensor's option, defend Licensor and the Property from all liens, encumbrances, attorney's fees, costs, expenses, environmental remediation or clean-up costs, fines, penalties, damages, charges, claims, demands or liability whatsoever arising out of, resulting from or in any manner connected with the Entry and the Work, including Licensee's employees, agents', independent contractors', licensees', invitees' or assigns' activities on the Property or the default in the performance of any warranty, term or condition hereof.

Licensee shall grade and recontour all disturbed areas, and shall take all actions necessary to control dust emissions from disturbed areas and stockpiles, including, if necessary, revegetation, fencing and application of dust control palliatives. Licensee acknowledges that dust control may be a continuing problem after completion of the Work, and Licensee shall continue to be liable and responsible for control of dust emissions. Licensee shall restore the site to its original condition prior to the termination of this License.

7. ENVIRONMENTAL. Licensee will not, nor will Licensee authorize any other person or entity, during the term of this Agreement, to manufacture, process, store, distribute, use, discharge, place, or dispose of any Hazardous Substances (hereinafter defined), in, under or on the Property or any property adjacent thereto. For purposes hereof, "Hazardous Substances" shall include: 1) those substances defined as "hazardous substances", "hazardous materials", "toxic substances", "toxic material"; or "regulated substances" under any federal, state or local law, ordinance, regulation, statute or rule; 2) any petroleum based or related products except petroleum products used in construction of the Work performed hereunder; and 3) any other substance, material or waste

regulated under any federal, state or local law, ordinance, regulation, statute or rule relating to the aforementioned, to the environment or to industrial hygiene (collectively, "Environmental Laws").

8. **NOTICES.**

All notices and demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if personally delivered or deposited in the United States mail, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service maintaining records of deliveries and attempted deliveries, or if made by facsimile. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner.

Any notice or demand to Licensor shall be addressed to Licensor at:

Washoe County:
Dan St. John, Director
Washoe County Department of Public Works
1001 E. 9th Street A255
Reno, NV 89520

The parties may change their addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

9. **INSURANCE.**

Licensee agrees to secure and maintain a policy of comprehensive or commercial general liability coverage (occurrence form), in an amount of not less than \$1,000,000 per occurrence, and at least \$1,000,000 annual aggregate during the term of this Agreement. Licensor shall be added as an additional "insured" to this policy for any injury to person or damage to property occurring on the premises. Licensor shall be provided with a certificate of insurance and endorsements evidencing such coverage.

10. **Miscellaneous.**

A. **Assignment.** Neither this Agreement nor any rights or obligations of Licensee hereunder may be transferred, assigned or conveyed by Licensee without the prior written consent of Licensor, provided that Licensee may delegate performance of obligations hereunder to contractors or others performing the Work on the Property. Said delegation shall not relieve Licensee of liability hereunder.

- B. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination shall survive the termination and shall not be merged therein.
- C. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the contractors, material men, vendors to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- D. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof thereafter shall be construed as if such invalid, illegal, or unenforceable term or conditions had never been contained herein.
- E. Time. Time is of the essence to the performance of any provision of this Agreement. If the date for performance of any provisions of the Agreement is a Saturday, Sunday, or banking holiday (in the State of Nevada), the date for performance shall be extended until the next day that is not a Saturday, Sunday or banking holiday.
- F. Waiver. Either party may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this Section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.
- G. Attorney's Fees. Should either party employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, the neither party, even a party considered to be a prevailing party, is entitled to recover from the opposing party any award of attorneys fees from the other party in any action pursued in courts of competent jurisdiction or by methods of alternate dispute resolution.
- H. Governing Law. The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Nevada, and venue shall be in Washoe County, Nevada.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an executed original, and all of which together shall constitute one and the same instrument.
- J. Entirety and Amendments. This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreements and understandings if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against

whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

K. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

L. Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

M. Not a Partnership/Third-party beneficiary. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties. This Agreement is also not intended to be for the benefit of or create any enforceable rights in a third party.

N. No Recordation. Neither this Agreement nor any notice hereof shall be recorded in the office of the Washoe County Recorder.

KCH-11

IN WITNESS WHEREOF, the parties hereto or a representative or either have set their hands and subscribed their signatures as of the date and year indicated.

LICENSOR: COUNTY OF WASHOE, a political subdivision of the State of Nevada

By: _____ Date: _____
Dan St. John, Director of Public Works

STATE OF NEVADA

COUNTY OF WASHOE

On the _____ day of _____, 2011, _____ personally appeared before me, a Notary Public, and acknowledged to me that the party executed the above instrument for the purpose therein contained.

Notary Public
My Commission Expires _____

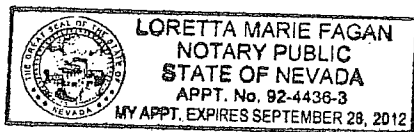
LICENSEE: THE NEVADA FIRE SAFE COUNCIL

By: _____ Date 3.3.11

STATE OF NEVADA

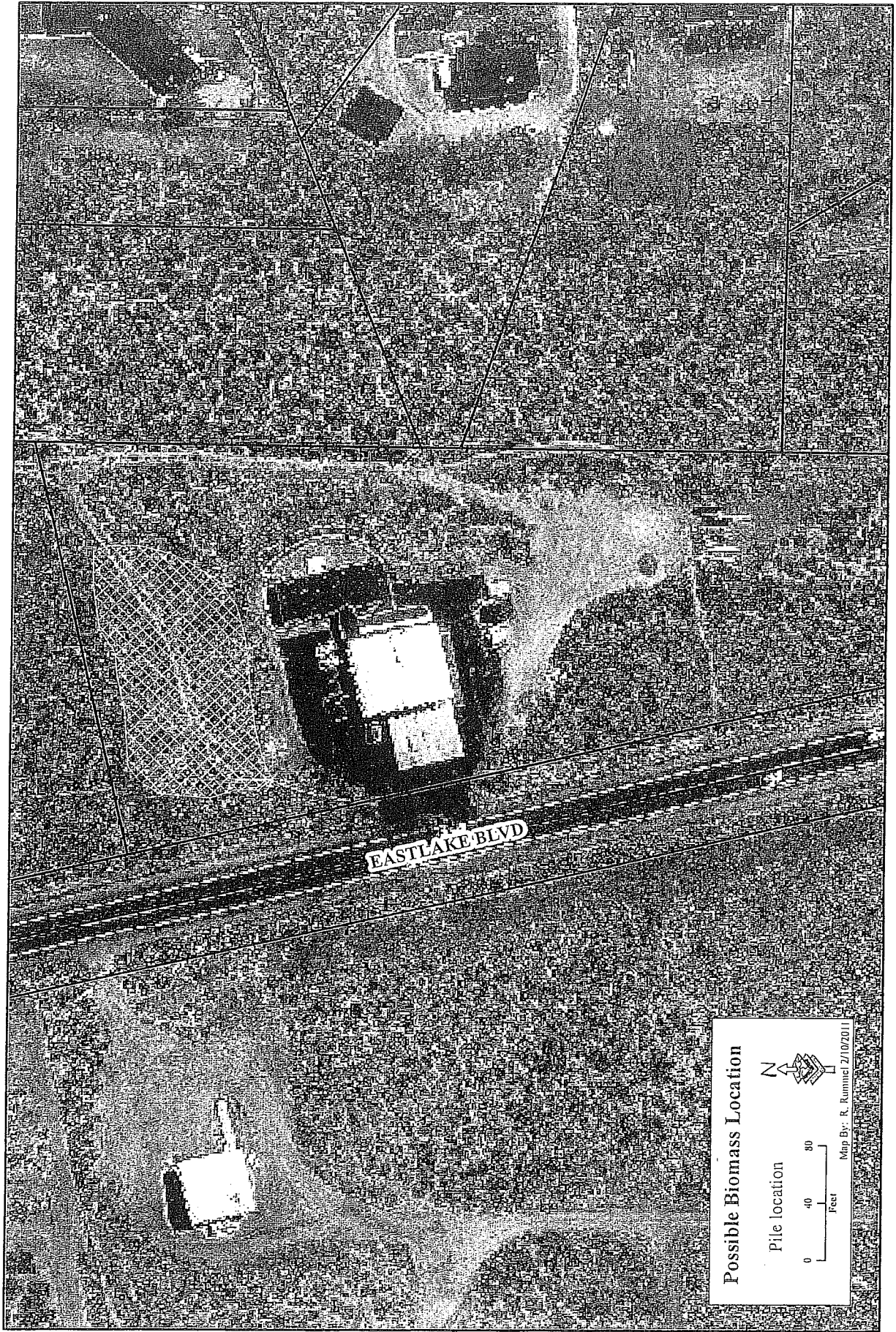
COUNTY OF WASHOE

On the 3rd day of March, 2011, Andrew Alvarado personally appeared before me, a Notary Public, and acknowledged to me that the party executed the above instrument for the purpose therein contained.

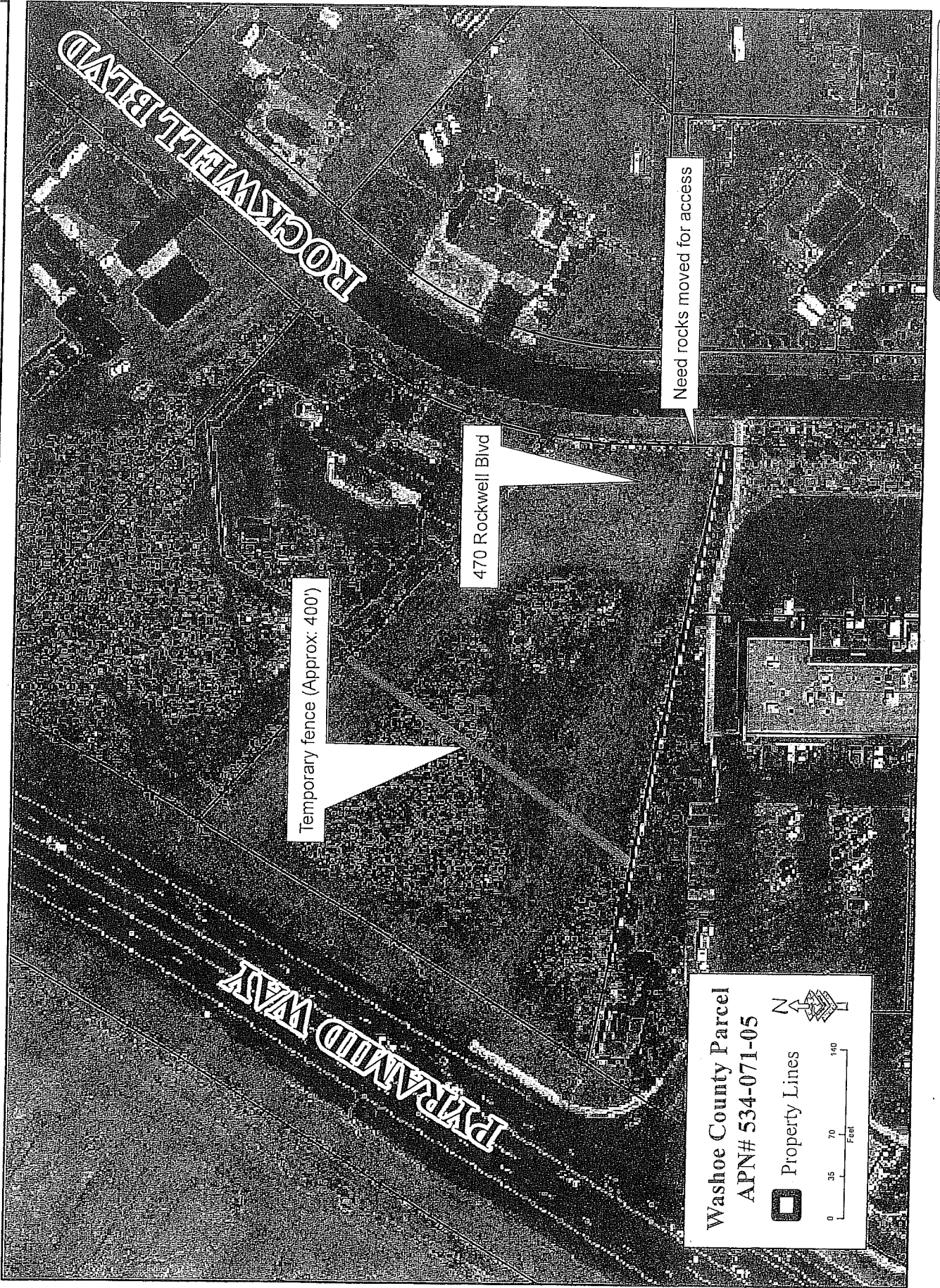


Notary Public
My Commission Expires 9-28-12

East Lake Blvd Biomass Pile Location



Spanish Springs Community Biomass Collection Site



ROCKWELL BLVD

PYRAMID WAY

Temporary fence (Approx: 400')

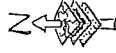
470 Rockwell Blvd

Need rocks moved for access

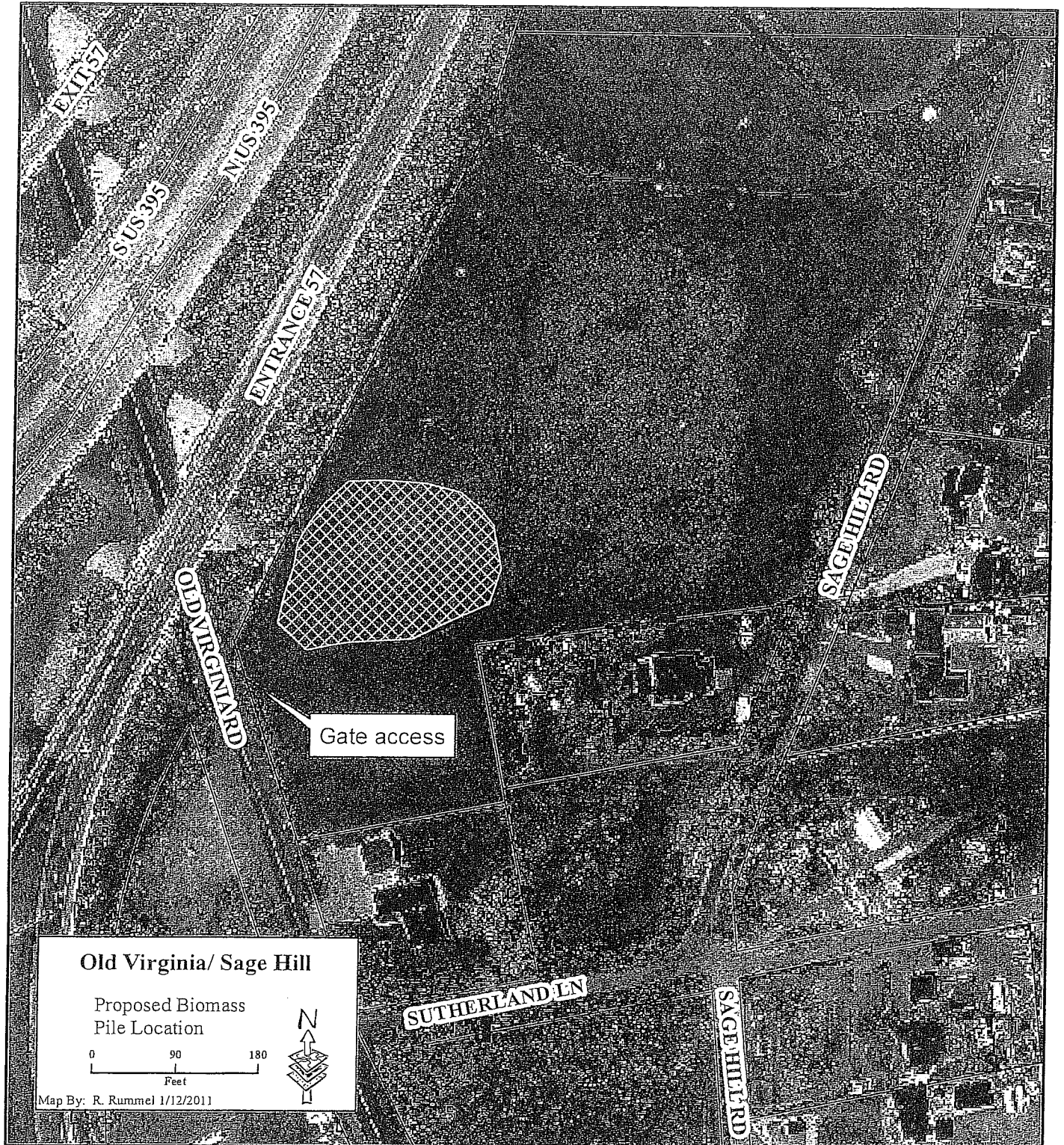
Washoe County Parcel
APN# 534-071-05

Property Lines

0 35 70 140 Feet

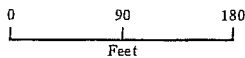


Possible Biomass Locations Old Virginia/ Sage Hill



Old Virginia/ Sage Hill

Proposed Biomass
Pile Location



Map By: R. Rummel 1/12/2011

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSCO", the Sierra Fire Protection District, 4000 Joy Lake Rd., Reno, NV 89511, hereinafter the "SFPD," the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD," and City of Reno, as agent for Truckee Meadows Fire Protection District under the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, hereinafter "CITY" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." SFPD, TMFPD, NLTFPD, and CITY as agent for TMFPD may be collectively referred to as the "Fire Districts," and TMFPD and CITY may be collectively referred to as "Consolidated Fire Department." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

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

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

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

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

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

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

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

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

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

10-7-20

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2011.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

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

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically provide otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.

2. The helicopter provided shall be configured as follows:

a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:

- 10 seats, including pilot;
- 2,500 pound card weight capacity; and
- 300 gallons of water capacity.

b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service,

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

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

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

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

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

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

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

3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior written approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

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

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

C. Availability As follows:

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

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

- b. Standby Time: The helicopter will be available five (5) days per week, eight hours (8) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
 - c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
 - d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

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

D. Training

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

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

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

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

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

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

12-9-25

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

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

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

F. Funding and Reimbursement::

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

- a. The SFPD shall provide to the WCSO \$15,000 within 30 days of acceptance by all parties to this Agreement.
- b. The TMFPD shall provide to the WCSO \$50,000 within 30 days of acceptance by all parties to this Agreement.
- c. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

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

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

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

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

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

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. Each FIRE DISTRICT shall pay ¼ of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ¼ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- g. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

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

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

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail,

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. INSPECTION & AUDIT.

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

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

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

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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

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

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

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

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

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

COUNTY OF WASHOE

BY: *David E. Humke*
DAVID E. HUMKE, CHAIR

By: *David E. Humke*
DAVID E. HUMKE, CHAIR

DATE:

DATE: 10/12/10

ATTEST:

ATTEST:

Angie Harvey
County Clerk

Dorey L. P. Chief Deputy
County Clerk

**BOARD OF FIRE COMMISSIONERS
FOR THE TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

DATE: 9/28/10

ATTEST:

BY: *David E. Humke*
DAVID E. HUMKE, CHAIR

Angie Harvey
County Clerk

CITY OF RENO

DATE: 11-17-10

ATTEST:

BY: *Robert A. Cashell*
ROBERT A. CASHELL, SR. MAYOR

Symonette Genoa
City Clerk

Approved as to form:

[Signature]
Reno City Attorney's Office



**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

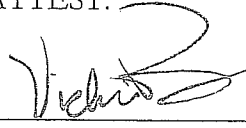
1A-105

BOARD OF FIRE COMMISSIONERS
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT

DATE: September 9, 2010

ATTEST:

BY: 
Michael D. Brown


Chief Deputy Clerk

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING,
MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

**OPERATIONAL PLAN
2010**

The intent of this operational plan is to provide guidance to the Washoe County Sheriff's Office (WCSO) Aviation Unit (RAVEN) and those regional fire protection districts and departments whom desire to utilize RAVEN's helicopter in a fire suppression role. Those helicopters include the HH-1H "Huey" for direct fire suppression via a belly mounted water tank and/or the deployment of hand crews to attack the fire from the ground. Also available is the OH-58 which may be used for aerial observation, day or night, utilizing the Forward Looking Infrared camera, to assess the fires and assist in the deployment of resources.

Ensuring that all Washoe County Sheriff's Office aircraft respond and operate safely, efficiently and effectively on wildland fires that occur within Washoe County is a high priority.

In accomplishing this objective, the Washoe County Sheriff's Office, the Washoe County Fire Services Coordinator, Sierra Fire Protection District (SFPD), Truckee Meadows Fire Protection District (TMFPD), Reno Fire Department (RFD) and the North Lake Tahoe Fire Protection District (NLTFPD) shall share responsibility of ensuring that interagency communication, cooperation, and management is in accordance with this operational plan.

STANDARD OPERATING GUIDELINES

PURPOSE

This Operational Plan has been developed in an effort to increase the effectiveness and cooperation between all of the agencies that currently provide fire suppression resources within the region and all Federal, State and Local fire departments and fire protection districts that could request Washoe County Sheriff's Office operated fire suppression aircraft. The purpose of this Operational Plan is to ensure that the highest level of aerial fire suppression services is provided to the public during routine and emergent inter-agency operations. This Operational Plan applies specifically to air operations and does not supersede or augment any other existing agreements between any of the affected agencies. This Operational Plan is intended for use during wildland fires involving Washoe County Sheriff's Office operated air resources and related ground support and the above mentioned fire departments and fire protection districts. Nothing in these guidelines are intended to supersede any agency or jurisdictional charter or obligations to include Federal Public Law 103.411 commonly referred to as the Pressler Law. This Operational Plan is intended to be a guideline only and is intended to control the conduct of the parties as far as practical given the nature of the specific incident. This Operational Plan is an exhibit to the Interlocal Agreement - Raven Fire Training, Monitoring and Suppression Personnel and Equipment ("Interlocal Agreement"), and if there should be any conflict between the terms of the Interlocal Agreement and this exhibit, the terms and conditions of the Interlocal Agreement shall control.

INTEROPERABILITY

RAVEN will not be carded for this season; therefore certain conditions must be met for RAVEN to be used on a fire. RAVEN may only perform fire suppression functions on local jurisdiction lands. For the purposes of this Operations Plan, local jurisdiction lands are defined as those lands that are directly part of the TMFPD, SFPD, RFD, NLTFPD and private or county owned land within Washoe County not part of any designated fire district or department. Fires may be either a solely local jurisdiction fire or may be part of a unified command involving federal or state agencies. Under a unified command RAVEN can only work on the local land portions of that fire. RAVEN can receive direction from assigned ground units regardless of their employer. (local vs. federal or State) RAVEN will communicate on federal Air to Air frequencies during any incidents that involve federal or state air assets in order to coordinate their actions with the ATGS or other federal and state aviation assets working the incident. Under a unified command, or a local incident in which federal or state aviation assets have been requested to assist, RAVEN may utilize a federal Air to Ground frequency. During local jurisdiction fires RAVEN will utilize the designated local tactical channel for Air to Ground communication. Under unified command operational control shall remain with the local jurisdictions and the liability for RAVEN's operations will remain with the local jurisdictional agency requesting RAVEN's assistance and providing the operational control.

The authority of federal employees to provide direction to RAVEN aircraft is through the various mutual aid agreements or under "assistance by hire" arrangements between the local agencies and the BLM and USFS and NDF. These federal and state employees may assist the local fire jurisdictions in any capacity for which they are qualified, to include the initial attack incident commander.

These interoperability guidelines have been approved by the Nevada Fire Board of Directors which provides oversight and guidance for the following state and federal agencies operating within the State of Nevada: NDF, BLM, USFS, BIA, NPS and the US Fish and Wildlife Service.

A letter dated July 16, 2010 from Bob Sommer, the Chairman, outlines these operating principles and the information contained within this letter has been vetted through the national offices of the federal agencies.

These operating principles are offered by the Nevada Fire Board of Directors as a means of providing unified federal and state guidance of RAVEN's operation in a mixed operating environment during this season while the aircraft remains un-carded. These principles are not meant to supersede any agency or interagency policy.

SCOPE

These Guidelines provide an understanding and common approach to regional air operations dispatch, operational and management issues during inter-agency incidents. It is understood that emergency incidents are dynamic events and that some situations will cause Incident Commander's (IC) and other fire officers to use alternate procedures. Specific operations dispatch and management protocols are referenced and contained within this Operational Plan.

GENERAL GUIDELINES

Personnel from each agency involved in any or all aspects of regional air operations and/or related

13-423

ground support shall adhere, as far as practical, to the following:

COMMAND, CONTROL & COMMUNICATIONS

1. Overall command of incident aircraft will be assumed by the jurisdictional Incident Commander (IC). However, during initial attack fire responses, an aircraft may arrive on-scene prior to the arrival of emergency crews. Upon an aircraft's initial arrival, aircrews should immediately assess the incident situation and advise the Incident Commander (IC) and/or the jurisdictional dispatch center if additional air resources are recommended.
2. When responding to wildland fires as part of an initial call out and the jurisdiction of the fire has not yet been determined the guidelines in the FIRE SUPPRESSION AIRCRAFT COORDINATION section of this operations plan will be followed. It is imperative that the communications outlined in that section be followed to mitigate the risks involved with multiple aircraft converging on a specific geographic location. A deconfliction plan will be discussed and agreed upon during pre-season meetings with the assigned ATGS at the BLM Stead Tanker Base and the pilots of the Nevada Division of Forestry (NDF) aircraft, to facilitate a safe simultaneous initial response to wildland fires. Once a Fire Traffic Area has been established by the ATGS, those standards will be followed by RAVEN aircraft.
3. Agency requests for fire suppression aircraft shall be processed through the Washoe County Sheriff's Office Incline Dispatch Center. The request shall be received either directly from the IC or through the Reno Fire Dispatch Center. The Incline Dispatch Center will process the request as outlined under the "REQUESTS FOR FIRE SUPPRESSION AIRCRAFT" section of this operations plan.
4. All pilots or responsible aircrew members shall communicate and coordinate their actions with any other participating aircraft. Position reports will be given throughout the incident in order to facilitate safety and enhance resource efficiency.
5. The RAVEN pilot will coordinate with ground personnel to ensure the line is clear prior to any water delivery

FIRE SUPPRESSION AIRCRAFT COORDINATION

During the 2010 wildland fire season the RAVEN aircraft will not be carded and therefore not authorized to conduct operations against fires on federal or state lands. RAVEN aircraft will be operating on local jurisdictional lands. When RAVEN is launched on the report of a fire as part of an initial call and jurisdiction of the fire has not been determined, RAVEN aircraft may encounter situations in which a federal BLM Air Attack aircraft is launching simultaneously. Great care shall be utilized by the RAVEN pilot to ensure there is no conflict of aircraft during the response. This potential hazard will be mitigated by the following:

1. Radio contact with the Air Attack (ATGS) aircraft via the appropriate air-to-air VHF frequency. This contact is advisory for the purposes of deconfliction as federal Air Attack aircraft (ATGS) cannot act as a controller for un-carded aircraft.

2. Radio contact with the BLM Stead Tanker Base if unable to contact the Air Attack pilot.
3. For all fire responses, RAVEN will utilize Washoe County Air to Ground (TM Tac 2) frequency (158.940 Tx and Rx) for its initial contact with the IC or Air Ops if one is assigned.
4. In a unified command, or in a local jurisdiction fire where federal aviation assets are on order, federal air to ground frequencies may be requested. RAVEN will switch to a federal air to ground frequency once the request has been made for their use by either the IC or the Helicopter Manager and has been approved by the appropriate Interagency Fire Dispatch Center. This request can be made either through direct contact with the appropriate Interagency Fire Dispatch Center or through the ATGS if available.
5. Notification of Interagency Dispatch Centers regarding RAVEN's response to wildland fires will be in accordance with the "REQUESTS FOR FIRE SUPPRESSION AIRCRAFT" section of this Operations Plan.

Upon the determination of the jurisdiction of the fire the following responses will occur:

1. For entirely federal jurisdiction fires- RAVEN will return to base
2. For local jurisdiction fires- RAVEN will be given direction by the IC or his designee and begin fire suppression operations. Federal air resources that may have responded or may be enroute may return to base. If the IC determines that additional air resources are required, they may be requested and RAVEN and the ATGS will coordinate the airspace to facilitate safe simultaneous operations. This coordination with the ATGS may require RAVEN depart the airspace or set down momentarily as tankers make their drops, then RAVEN continues its suppression efforts. Communications with other aircraft operating in the vicinity and the coordination with those assets will be done by the RAVEN pilot.
3. For fires that are on the borders of both local and federal jurisdictions- RAVEN may stay and operate on the portions of the fire that are on local lands. If federal aircraft are to be operating in proximity to RAVEN, a deconfliction plan will be coordinated between the RAVEN pilot and the ATGS, ensuring safe operations. If no ATGS is supervising the air assets then the coordination shall take place directly with the pilots of the other aircraft. These fires may be separate or under a unified command structure.

DISPATCH GUIDELINES

The most advantageous and efficient use of fire suppression aircraft is in the initial attack stage of new fires. Consistent with the concept of primary use of aircraft for initial attack; aircraft will be dispatched and/or diverted to new fires based on the Incident Commanders' threat assessments with the highest priority being given to the risks to life and property. Re-assignment will be coordinated between the respective IC's for the fires. The intent of the Washoe County Sheriff's Office Fire Suppression Program is for the initial attack of WILDLAND fires; its use for extended operations or on structures shall require the approval of the Sheriff or his designee.

REQUESTS FOR FIRE SUPPRESSION AIRCRAFT

1. Agency requests for fire suppression aircraft shall be processed through the Washoe County Sheriff's Office Incline Dispatch Center. Requests may come directly from an IC to the Incline Dispatch Center or relayed from the Reno Fire Dispatch Center to Incline. Incline Dispatch is solely responsible for the actual contact of the RAVEN pilot and Helicopter Manager. If a RAVEN aircraft is already airborne the notification will be via the 800MHz radio system with a follow up page for the on-duty Helicopter Manager. If not, then the Incline Dispatch Center will immediately page the "RAVEN Fire Group Call" with the verbiage "RAVEN 3 REQUESTED *** Initial Attack- Stack .XXX- name of command- name of IC- WC A/G***." Incline Dispatch will then fax an "Aircraft Dispatch Sheet" to the RAVEN hangar with the following minimum information:
 - Requesting Agency
 - Date
 - Time
 - Descriptive Location of fire (Latitude and Longitude if available Formatted in DDD MM.SS)
 - Command radio frequency
 - ICS ground contact's call sign
 - Air-to-ground frequency
 - Air-to-air frequency if other aircraft are operating
 - Known hazards
2. If the Incline Dispatch Center does not make positive contact with the designated fire pilot and the helicopter manager within 5 minutes of being paged, a follow-up phone call will be made to the RAVEN hangar, or to the designated pilot's cell phone. For the Helicopter Managers the secondary contact will be by cell phone.
3. In order to provide proper coordination with other potential air assets responding to the fire, the Incline Dispatch center will notify via telephone the appropriate Interagency Fire Dispatch Center of RAVEN's response to a fire within the geographic boundaries of that Interagency Dispatch Center. This notification will include the information from the Aircraft Dispatch Sheet and followed up by faxing the sheet to that Interagency Dispatch Center. Incline Dispatch will also notify the SFIFDC for all RAVEN fire responses notifying them which Air to Ground frequency RAVEN is utilizing.
4. Flight Following will be conducted by Incline Dispatch on "Yellow" for local jurisdiction fire responses that do not involve any federal aircraft. For responses to fires which involve federal air assets, the SFIFDC will flight follow RAVEN until RAVEN is released from the incident or until the SFIFDC is no longer involved in the incident. Incline Dispatch will also monitor RAVEN 3 on aff.gov. Incline dispatchers will follow their procedures regarding contacting of search and rescue assets for any prolonged loss of contact with RAVEN aircraft.
5. If the Washoe County Sheriff's Office fire suppression aircraft becomes unavailable during the times agreed upon in the inter-local agreement, the same agencies and personnel that receive the daily status report shall be notified.

COMMUNICATIONS

18-1228

1. A morning report shall be transmitted to Incline Dispatch, the SFIFDC and The Battalion Chiefs for each fire agency within 30 minutes of commencement of daily operations. This report shall include:
 - Status of RAVEN 3 (HH-1H, Huey)
 - Response posture, immediate or standard availability
 - Pilot name and cell phone number
 - Special status changes; i.e., location if not Reno-Stead Airport
 - Other available RAVEN helicopters
 - Name of Helicopter Manager

2. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:
 - Location and name of incident (Latitude and Longitude if available)
 - Command radio frequency
 - ICS ground contact
 - Air-to-ground frequency
 - Air-to-air frequency if other aircraft are operating
 - Known hazards

3. Initial contact between the Incident Commander and RAVEN will be on Washoe County air to ground. (158.940 transmit and receive)

4. Fire suppression aircraft will not enter into operational airspace outlined in the National Fire Traffic Area (FTA), until air-to-air communications, have been established with the aircraft controlling the airspace. Procedures while flying within an FTA will then follow that governing policy.

5. The Air Tactical Group Supervisor (ATGS) and helicopter communication capabilities may include:

VHF-AM Aircraft Radio Band	118 MHz to 135 MHz
VHF-FM High Frequency Band	138 MHz to 175 MHz

Monitoring and Evaluation

A monitoring and evaluation process will be employed to ensure the Washoe County Air Operations Program maintains the highest level of safety and efficiency. This process will involve those individuals who work directly with said aircraft, including but not limited to Air Tactical Group Supervisors, Air Attack Base Managers, Fire and Aviation Dispatchers, Incident Commanders, Operations Section Chiefs, Air Operations Branch Directors, and pilots of firefighting aircraft. Post-Incident After-Action Reviews and designated evaluation forms for ground, air, and communication

centers will be the primary sources of information gathering. The current Operational Plan shall be considered a living document and may be updated at any time with the approval of the involved agency signatories. As an attachment to the Interlocal Agreement, this Operational Plan may be modified on an operational level, provided that in regards to the City of Reno and Truckee Meadows Fire Protection District: (1) the amendment does not increase costs or affect any other term and condition of the Interlocal Agreement; (2) the amendment be in writing duly executed by authorized representatives of each of the parties; (3) the amendment be approved for legal implications by each agency's legal counsel; and (4) prior to being effective, the amendment be provided to the Clerk or other authorized position that retains the official records of the applicable agency. Until revisions or amendments have been approved the current Operational Plan will remain the guiding document.

Michael Haley, Sheriff, Washoe County Sheriff's Office

Kurt Latipow, Fire Services Coordinator, Washoe County

Mike Greene, Chief, Sierra Fire Protection District

Mike Brown, Chief, North Lake Tahoe Fire Department

Michael Hernandez, Fire Chief, Reno Fire Department and Truckee Meadows Fire Protection District

12-455

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

◇

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Sierra Fire Protection District ("Sierra Fire"), a Fire District formed under NRS Chapter 474, and the City of Reno ("City"), a municipal corporation and Truckee Meadows Fire Protection District ("TMFPD"), a Fire District formed under NRS Chapter 474 (hereinafter jointly may be referred to as the "Consolidated Department"). At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

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

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

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that the Consolidated Fire Departments, as such term is defined in the First Amended Interlocal Agreement for Fire Services Consolidation between the City of Reno and TMFPD dated July 1, 2004, and Sierra Fire Protection District provide both automatic aid and mutual aid to the other as set forth herein; and,

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

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

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

a. Agency – shall mean either Sierra Fire or the Consolidated Fire Department.

b. Automatic Aid – Automatic Aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Attachment B.

c. Mutual Aid – Mutual Aid means fire service that may be provided in the event of a specific request for assistance as set forth below.

d. 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.

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

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

3. **Mutual Aid Resource Determination.** The Responding Agency's Fire Chief, or duly authorized designee, 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 Attachments A and B, which are incorporated herein by this reference. Attachment B may be modified by mutual agreement of the Fire Chiefs or their authorized designees for the agencies provided that the revised Attachment B must be in writing and signed by both Fire Chiefs or their respective authorized designee. An executed copy of the modified attachment 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 Agency. All communications will be to the requesting dispatch center on the designated frequency. Each of the agencies may maintain and operate mobile radios on the other agency's frequencies when interagency communications is required. The affected agency shall notify their respective dispatch centers and institute protocol for the agencies to contact the other dispatch center using the most expedient method available when emergency responses are dictated by the specific terms of this Agreement.

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 agency shall attempt to meet and confer to allocate the costs of the incident between the agencies.
- 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 is available as a result of a declaration of disaster by the appropriate federal agency, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for

cost reimbursement, shall be paid as set forth in the Reimbursement Procedures (Sub-sections 7.e,7.f, 7.g and 7.h below), In the event that Third Party Reimbursement is unavailable or unsuccessful then sections 7.a or 7.b of this Agreement shall 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 agencies.
- 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 agency 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 agencies.

9. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all agencies shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or

10-10-01

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 agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

10. Termination and Duration. The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by any party without cause upon providing thirty (30) days written notice. The agencies 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 agencies in writing. Notwithstanding the foregoing, if any party has insufficient, limited or impaired funding, and requests mutual aid, automatic aid or assistance for hire, such party shall be financially responsible to the Responding Agency to the fullest extent permitted by law.

The term of this Agreement shall be 5 years, expiring on the month and day of the last signature hereto in the year 2015. The Annual Operating Plan, Attachment A hereto, will be reviewed each year to determine whether to make a recommendation to the agencies' governing bodies to change it.

11. Independent Agencies. Except as otherwise provided in the First Amended Fire Consolidation Agreement, the agencies are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the 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. Notwithstanding the foregoing, all agencies reserve all rights to assert application of statutory immunities and legal defenses, including application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties.

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 agencies shall not be subject to punitive damages. Except as specified in the Consolidated Fire Agreement, as between the City of Reno and TMFPD, 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 agencies and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the agencies unless the same is in writing and 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 agencies will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

18. Proper Authority. The agencies hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the agencies are authorized by law to engage in the cooperative action set forth in this Agreement.

19. Governing law; Jurisdiction. This Agreement and the rights and obligations of the agencies hereto shall be governed by, and construed according to the laws of the State of Nevada.

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

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 Michael Greene
4000 Joy Lake Road
Reno, NV 89511

Truckee Meadows Fire Protection District
And Reno Fire Department
Fire Chief Michael Hernandez
401 Ryland Street
Reno, Nevada 89503

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

Washoe County District Attorney's Office
Attention: Blaine Cartlidge, Deputy Dist. Attorney
P.O. Box 30083
Reno, NV 89520

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

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

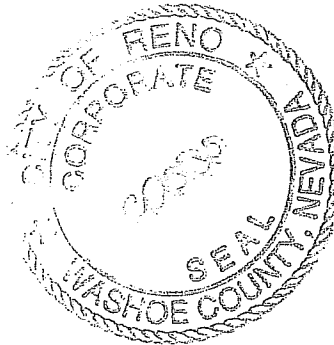
Dated this 8th day of Sept., 2010.

CITY OF RENO

[Signature]
Robert A. Cashell, Sr., Mayor
City of Reno, Nevada

ATTEST:

[Signature]
City Clerk, City of Reno



APPROVED AS TO FORM:

[Signature]
Reno City Attorney

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

[Signature] 8/24/10
David E. Humke, Chairman
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ATTEST:

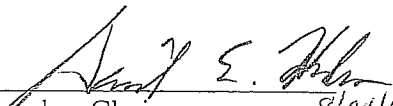
[Signature]
Washoe County Clerk, Amy Harvey

APPROVED AS TO FORM:

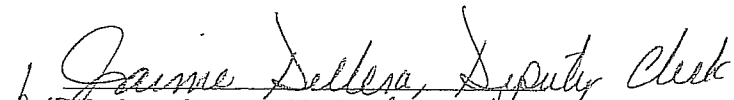
[Signature]
Washoe County District Attorney

19-705

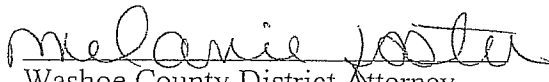
SIERRA FIRE PROTECTION DISTRICT


David E. Humke, Chairman 8/24/10
Sierra Fire Protection District Board of Directors

ATTEST:


Jaime Deller, Deputy Clerk
Washoe County Clerk, Amy Hawley

APPROVED AS TO FORM:


Melanie Joster
Washoe County District Attorney

Attachment A

MUTUAL AID

2010-2011 ANNUAL OPERATING PLAN

The Annual Operating Plan for the fiscal year of 2010/2011 is set forth below. The Fire Chiefs, or duly authorized designees, of the respective agencies shall conduct an annual review of the Operating Plan during the month of December of each year so each of the agencies may utilize this information in the budgetary processes applicable to it.

A. MUTUAL AID REQUESTS:

It is in the best interests of all agencies 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 agencies.
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 agencies 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 agencies; 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.

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.

CONSOLIDATED RENO TRUCKEE MEADOWS FIRE DEPARTMENT RATE SCHEDULE

All rates shall be based on actual cost to the Department. Billed rate will be at the actual cost and may be different than the rate quoted in this document. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

EQUIPMENT:

Equipment responding to an incident on an equipment resource order ("E" number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment rates do not reflect personnel costs.

- 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

The Consolidated fire Department will provide the following resources to SFPD as assistance for hire upon request and if such resources are available: Breathing Air Support Unit, Light Support Unit, Heavy Rescue Unit, and Haz Mat team/equipment*. (*Haz Mat equipment which is deemed not reusable by the Responding Agency will be reimbursed by Agency of jurisdiction.

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)

CONSOLIDATED FIRE DEPARTMENT LINE PERSONNEL:

*All rates are in effect January 1, 2010, until further notice as current labor contracts are in negotiation.

56 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Emergency Overtime Rate	Call Back Overtime Rate	Call Back Emergency Overtime Rate
Battalion Chief	\$ 37.93	\$ 56.90	n/a	\$ 77.95	n/a
Captain	\$ 28.79	\$ 43.19	\$ 60.46	\$ 59.16	\$ 82.83
Pump Operator/Driver	\$ 25.52	\$ 38.28	\$ 53.59	\$ 52.44	\$ 73.42
Firefighter - Step 2	\$ 19.11	\$ 28.67	\$ 40.13	\$ 39.27	\$ 54.98
Firefighter - Step 3	\$ 21.14	\$ 31.71	\$ 44.39	\$ 43.44	\$ 60.82
Firefighter - Step 4	\$ 23.18	\$ 34.77	\$ 48.68	\$ 47.63	\$ 66.69

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Emergency Overtime Rate: Base Rate x 2.1

Call Back Overtime Rate: Base Rate x 1.5 x 37% (PERS - Retirement)

Call Back Emergency Overtime Rate: Base Rate x 2.1 x 37% (PERS - Retirement)

CONSOLIDATED FIRE DEPARTMENT OVERHEAD PERSONNEL:

*All rates are in effect January 1, 2010, until further notice as current labor contracts are in negotiation.

40 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Emergency Overtime Rate	Call Back Overtime Rate	Call Back Emergency Overtime Rate
Division Chief	\$ 61.16	\$ 91.74	n/a	\$ 125.68	n/a
Investigator/Inspector	\$ 36.28	\$ 54.42	\$ 76.19	\$ 74.56	\$ 104.38
Mechanic	\$ 36.28	\$ 54.42	\$ 76.19	\$ 74.56	\$ 104.38
Training Captain	\$ 40.30	\$ 60.45	\$ 84.63	\$ 82.82	\$ 115.94
Supply Officer**	\$ 32.90	\$ 49.35	n/a	\$ 67.61	n/a

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Emergency Overtime Rate: Base Rate x 2.1

Call Back Overtime Rate: Base Rate x 1.5 x 37% (PERS – Retirement)

Call Back Emergency Overtime Rate: Base Rate x 2.1 x 37% (PERS – Retirement)

** Supply Officer is not a portal to portal rate.

SIERRA FIRE PROTECTION DISTRICT RATE SCHEDULE

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document. Backfill

(for Shift Fire personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

EQUIPMENT

Equipment responding to an incident on an equipment resource order (“E” number) will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Equipment rates do not reflect personnel cost.

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

SUPPORT EQUIPMENT RATES

City, County, or Fire District Owned Vehicles:

- Pickup \$62.00 per day
- Van \$74.00 per day
- SUV \$83.00 per day
- Other \$83.00 per day (3/4 ton & above)
- Polaris UTV \$100.00/day (must be ordered via resource order)

SFPD PERSONNEL

	<u>Portal to Portal Rates</u>
• Battalion Chief	\$112.12/hr
• Captain	\$92.14/hr
• Pump Operator/Driver	\$80.77/hr
• Firefighter/Paramedic	\$80.77/hr
• Firefighter	\$72.31/hr
•	

FUELS MANAGEMENT/FIRE CREW

The SFPD fuels management/fire crew is administered by SFPD with support from TMFPD. Unless provided otherwise in the Agreement, fires within the Truckee Meadows Fire Protection District are under a separate agreement and are automatic aid to TMFPD.

The following rates are not applicable to fires within Truckee Meadows Fire Protection District

The SFPD fuels management/fire crew is administered as assistance by hire resource to the City of Reno. The SFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

*Crew Rate Per Hour

\$641.33

*Fully equipped Type 2 Hand Crew meeting USFS requirements.
Includes minimum 18 personnel, equipment and transportation

FUELS MANAGEMENT/FIRE CREW – EQUIPMENT

• Superintendent Vehicle	\$104.00/ daily
• Crew Carrier	\$260.00/ daily
• Patrol Truck	\$85.00/ daily
• Chain saws	\$5.00/hr
• Polaris UTV	\$100.00/day
• Van	\$74.00/day
• Pick up	\$62.00/day

ATTACHMENT B

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:

1. **RFD Eastlake Response Area:** For this Agreement, generally this area is as defined as all areas east of the center of Washoe Lake with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of Old U.S. Highway 395 and the Washoe County boundary line. Automatic Aid response includes:
 - a. One Type 1 Engine on first alarms only when E-16 is unavailable due to assignments on training exercises and/or emergency responses.
 - 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.

2. **RFD West Washoe Valley Response Area:** For this Agreement, generally this area is as defined as all areas west of the center of Washoe Lake with the Northern Intersection of U.S. Highway 395 at Eastlake Blvd and the Southern Intersection of Old U.S. Highway 395 and the Washoe County boundary line. Automatic Aid response includes:
 - d. One Type 1 Engine on first alarms.
 - e. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - f. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

3. **RFD Toll Rd. Response Area:** For this Agreement, generally 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 due to assignments on training exercises and/or emergency responses.
 - 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.

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4. **RFD Mira Loma Response Area:** For this Agreement, generally 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 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.

5. **RFD Pleasant Valley Response Area:** For this Agreement, generally this area is as defined as all areas east of the 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.

6. **RFD Brown Response Area:** For this Agreement, generally this area is as defined as all areas west of US 395 with the Northern Boundary of Foothill Road, Southern Boundary of Andrew 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.

7. **RFD Double Diamond Response Area:** For this Agreement, generally this area is defined as all areas east of US 395 with the Northern Boundary of South Meadows Parkway, Southern Boundary of Geiger Grade and Eastern Boundary of Mira Loma Road.
 - a. One Type-1 on all Second Alarm incidents.
 - b. One Type-3 Brush Truck, One Water Tender on Second Alarm wildland fires.

8. **RFD Verdi Response Area:** For this Agreement, generally this area is defined as any newly annexed areas in the Mogul, Verdi, and the Southern portion of Sommersett including and west of the Back Nine Trail. 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.
9. **RFD Southern Peavine Response Area:** For this Agreement, generally this area is defined as all areas North of I-80 with the Northern Boundary of the Sierra Fire Protection District boundary, Western Boundary of McCarran Blvds/Virginia Street and Eastern run card 1902:
- d. One Type-1 on all First Alarm incidents.
 - e. One Type-1 Engine, One Water Tender on all Second Alarm incidents.
 - f. 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

B. SIERRA FIRE PROTECTION DISTRICT JURISDICTION

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

1. **SFPD 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.
 - c. One Type 1 Engine on first alarms only when E-30 is unavailable due to assignments on training exercises and/or emergency responses.

2. **SFPD 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 Sky Tavern 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.

- c. One Type 1 Engine on first alarms only when E-38 is unavailable due to assignments on training exercises and/or emergency responses.
3. **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 First 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.
4. **SFPD 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 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.
 - c. One Type 1 Engine on first alarms only when E-35 is unavailable due to assignments on training exercises and/or emergency responses.
5. **SFPD Keystone Canyon/Hoage Road response area**: For this Agreement, this area is as defined as all areas within the SFPD boundary North of North McCarran and west of Old US 395 with the northern boundary Raleigh Heights. Automatic response includes:
- a. One Type-1 Engine, on all First 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.

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.

RESOLUTION NO. 7515

RESOLUTION ADOPTING AND APPROVING COOPERATIVE
AGREEMENT FOR AUTOMATIC AND MUTUAL AID BETWEEN
SIERRA FIRE PROTECTION DISTRICT, THE CITY OF RENO, AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreements are attached to this Resolution as Exhibit "A;" and

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

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

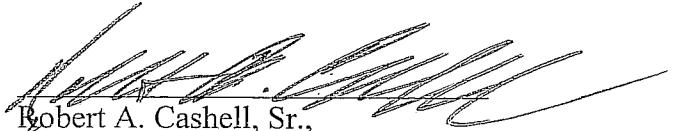
BE IT FURTHER RESOLVED that the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution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

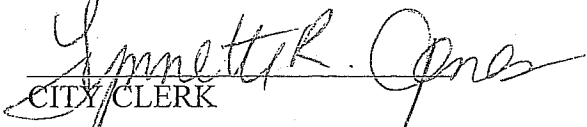
Upon motion by Council member Hascheff, seconded by Council Member Aiazzi, the foregoing Resolution was passed and adopted this 8th day of September, 2010 by the following vote:

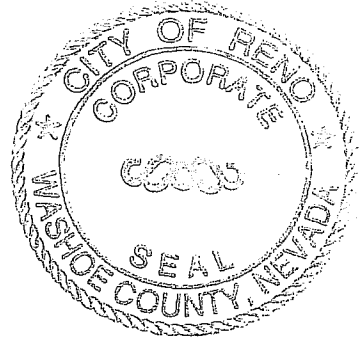
AYES: Hascheff, Aiazzi, Gustin, Zadra, Sferrazza, Dortch

NAYS: None

ABSENT: Cashell ABSTAIN: None


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

ATTEST:

CITY CLERK



18-425

SIERRA FIRE PROTECTION FIRE DISTRICT

**RESOLUTION APPROVING COOPERATIVE AGREEMENT FOR
AUTOMATIC AND MUTUAL AID BETWEEN SIERRA FIRE
PROTECTION DISTRICT, THE CITY OF RENO, AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN**

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included, and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, all parties to the attached Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District ("Agreement") are political subdivisions of the State of Nevada, authorized to provide and do provide fire-based emergency services in their respective jurisdictions; and

WHEREAS, all parties to the Agreement desire to provide assistance to one another as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agreement and its exhibits, all attached hereto and incorporated herein by this reference, are hereby adopted and approved.

BE IT FURTHER RESOLVED that the Agreement and this Resolution be spread at large upon the minutes and that a copy of this Resolution be sent to the Truckee Meadows Fire Protection District and to the City of Reno.

Upon motion by Fire Board Commissioner, *Breternity*, seconded by Commissioner *Wolber*, the foregoing Resolution was passed and adopted this *24th* day of *August*, 2010 by the following vote:

AYES: *Larkin, Breternity, Humke, Wolber, Perry* NAYS: *0*
ABSENT: *0* ABSTAIN: *0*

BOARD OF FIRE COMMISSIONERS

ATTEST:

Jaimie DeLera, Deputy Clerk
for CLERK, Amy Harvey

David E. Humke
David E. Humke, Chair

RESOLUTION NO. 7515

RESOLUTION ADOPTING AND APPROVING COOPERATIVE
AGREEMENT FOR AUTOMATIC AND MUTUAL AID BETWEEN
SIERRA FIRE PROTECTION DISTRICT, THE CITY OF RENO, AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND APPROVAL OF RELATED 2010-2011 ANNUAL OPERATING PLAN

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreements are attached to this Resolution as Exhibit "A;" and

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

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

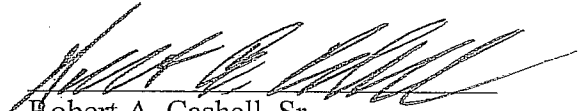
BE IT FURTHER RESOLVED that the Cooperative Agreement for Automatic and Mutual Aid between Sierra Fire Protection District, the City of Reno and Truckee Meadows Fire Protection District shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution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

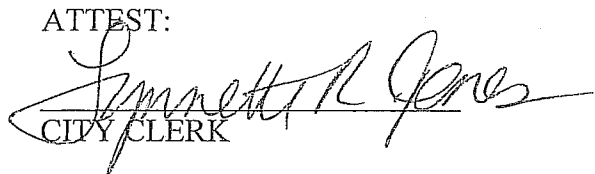
Upon motion by Council member Hascheff, seconded by Council Member Aiazzi, the foregoing Resolution was passed and adopted this 8th day of September, 2010 by the following vote:

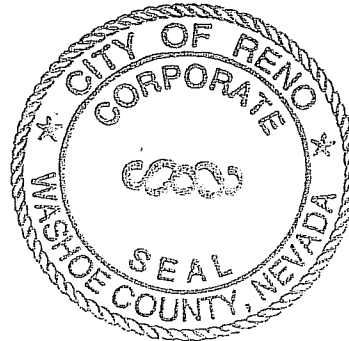
AYES: Hascheff, Aiazzi, Gustin, Zadra, Sferrazza, Dortch

NAYS: None

ABSENT: Cashell ABSTAIN: None


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

ATTEST:

CITY CLERK



AGREEMENT

BETWEEN

SOUTHWEST POINTE ASSOCIATES, L.L.C.,
a Delaware limited liability company

and

COUNTY OF WASHOE,
a political subdivision of the State of Nevada

and

SIERRA FIRE PROTECTION DISTRICT,
a political subdivision of the State of Nevada

TABLE OF CONTENTS

1. GENERAL-1-

 1.1 Developer/ArrowCreek-1-

 1.2 Development Agreement/Station Site.....-1-

 1.3 SFPD-1-

 1.4 Alternative Station Site-1-

2. AGREEMENT TO SELL STATION SITE-1-

 2.1 Sale Of Station Site-2-

 2.2 Terms Of Sale-2-

 2.3 Designated Contact Person-3-

 2.4 Satisfaction of DA Requirements-3-

3. MISCELLANEOUS-3-

 3.1 Governing Law; Venue.....-3-

 3.2 Entirety and Amendments.....-3-

 3.3 Invalid Provisions-3-

 3.4 Parties Bound and Assignment-4-

 3.5 Headings-4-

 3.6 Attorneys' Fees.....-4-

 3.7 Not a Partnership.....-4-

 3.8 Notice-4-

 3.9 Receipt Defined-5-

 3.10 No Recordation-5-

 3.11 No Commitment To Approve Development.....-5-

 3.12 Time-5-

 3.13 Third Party Beneficiaries-5-

1A-705F

EXHIBITS

Description & Site MapAA@

AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between Southwest Pointe Associates, L.L.C., a Delaware limited liability company, ("Developer"); the County of Washoe, a political subdivision of the State of Nevada, ("County"); and the Sierra Fire Protection District, a political subdivision of the State of Nevada, ("SFPD"). The last date of execution by a party hereto shall be the effective date of this Agreement.

1. GENERAL.

1.1 Developer/ArrowCreek. Developer is the master developer of the ArrowCreek project ("ArrowCreek"), a 1090 residential lot subdivision with two golf courses and other amenities.

1.2 Development Agreement/Station Site. On July 15, 1996 Developer and County entered into a Final Development Agreement ("DA"), Washoe County Case No. DA9-1-93, governing development of ArrowCreek (formerly known as Southwest Pointe), which continues in force and effect. The DA provides for transfer and dedication to County, or another government entity of County's choice, of a one-acre site owned by Developer on which a future fire station would be constructed, provided that the site will only be used as a fire station with ancillary uses. By mutual agreement, a site has been identified by the parties, and is more particularly described and shown on Exhibit "A" hereto, (the "Station Site"). Dedication by Developer of the Station Site includes no right or entitlement to water rights.

1.3 SFPD. County has chosen SFPD pursuant to the provisions of the DA as the government entity which would take title to the Station Site, and own and operate a fire station, either on the Station Site or elsewhere in the vicinity of ArrowCreek.

1.4 Alternative Station Site. After execution of the DA, County and SFPD have mutually agreed that the one-acre Station Site is too small to be optimal in meeting the needs of SFPD, and a more suitable site owned by the County on Thomas Creek Road has been made available as an alternative ("Alternative Site"); and partial funding for the development of the Alternative Site, including engineering, site development and fire station construction, has been obtained.

2. AGREEMENT TO SELL STATION SITE.

2.1 Sale Of Station Site. Under the circumstances, the parties hereto all agree that it would be in their respective best interests to agree to have Developer sell the Station Site to a third party and divide the net sale proceeds equally between Developer and SFPD. Developer shall list the Station Site for sale with a licensed Nevada broker and, when an agreement of sale ("Sales Agreement") with a third party buyer has been executed by Developer, close of escrow under said Sale Agreement shall be contingent upon and subject to the approval of SFPD and County, said approval not to be unreasonably withheld.

2.2 Terms Of Sale. All terms of sale in the Sales Agreement shall be subject to approval by SFPD and County after execution by Developer and prior to close of escrow, but in order to provide guidance in the process of listing the Station Site for sale and formulation of terms of sale for the Sale Agreement, the following terms are agreed to be acceptable to the parties.

1. Determination of net sale proceeds shall include deductions from gross sale proceeds of normal and customary costs and fees, including without limitation:
 - a. a total broker commission not to exceed 6%;
 - b. seller to pay transfer taxes, recording fees, title insurance premium and one-half of escrow fees and charges; and
 - c. all real property taxes to be paid for the fiscal year at or before close of escrow, then prorated between seller and buyer as of the date of close of escrow.
2. The Station Site does not at this time, and will not at close of escrow, be encumbered by any monetary encumbrances such as deeds of trust for loans to Developer, mechanics liens or unpaid tax obligations; however, the lien of an existing special assessment district shall be assumable by the buyer.
3. No appraisal of the Station Site to determine fair market value shall be required, but the approval of SFPD and County of the Sale Agreement shall include its reasonable evaluation of whether the gross sales price is reasonable.
4. In the event the buyer under the Sales Agreement requires the approval of County for a discretionary permit to allow its desired use, whether or not a condition of the Sale Agreement (e.g., a special use permit for a childcare facility or a church, or a comprehensive plan amendment), County makes no representation or agreement hereunder that it will approve the discretionary approval or impose conditions acceptable to the buyer. County's consideration of such a discretionary permit shall not be impaired, proscribed or limited in any manner by the provisions of this Agreement.
5. Escrow under the Sale Agreement shall be at a licensed Nevada escrow company, with an office in Washoe County, of Developer's choice. Upon sale and close of escrow of the Station Site, the escrow company shall transmit one-half of the net sales proceeds for the Station Site to Developer and one-half to SFPD.
6. Developer owns an adjacent parcel of undeveloped property (Parcel 1 of Parcel Map 4892, recorded on March 20, 2008 as File No. 3631884), which Developer shall be authorized to list and sell jointly with the Station Site, in

which case the net sale proceeds of the combined sale of both parcels shall first be divided pro rata according to the square feet of each parcel, with the net proceeds for Parcel 1 retained by Developer, then the net proceeds for the Station Site divided equally between Developer and SFPD. For example, if the net proceeds of sale of the two parcels are \$360,000, then Developer would receive 41% (\$147,600) for the 32,421 sq. ft. Parcel 1, and the Developer and SFPD would each receive one-half of the remaining \$212,400 for the 46,738 sq. ft. Station Site (\$106,200 each).

7. If the Sale Agreement includes water rights owned by Developer, or banked by the county for the benefit of Developer, consideration for the water rights shall be separately specified and proceeds therefor shall be distributed by the title company at close of escrow solely to Developer.

2.3 Designated Contact Person. For purposes of administering the terms of this Agreement for County and SFPD, those parties designate Michael Greene, Fire Chief of SFPD, as the contact person with whom Developer should coordinate.

2.4 Satisfaction of DA Requirements. Developer and County agree that performance of this Agreement by Developer shall satisfy all obligations of Developer under the DA or any conditions of discretionary permits to provide a fire station site to County or its designated representative.

3. MISCELLANEOUS.

3.1 Governing Law; Venue. This Agreement is being executed and delivered in Washoe County, Nevada, and is intended to be performed in the state of Nevada, and the laws of Nevada shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any legal action arising out of this Agreement shall be solely in Washoe County, Nevada.

3.2 Entirety and Amendments. This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreements and understandings, if any, relating to the Project, except as otherwise provided herein, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

3.3 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

3.4 Parties Bound and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns.

3.5 Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matters to be considered in construing the terms of this Agreement.

3.6 Attorneys' Fees. In the event that any action is necessary to enforce the rights of any party hereto, the prevailing party in any such action shall be entitled to reasonable costs and attorneys' fees.

3.7 Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

3.8 Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by facsimile, personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Developer:

Southwest Pointe Associates, L.L.C.
10391 Tewa Court
Reno, Nevada 89511

Facsimile: (775) 856-3318

County:

Director of Community Development
1001 East Ninth Street
P.O. Box 11130
Reno, Nevada 89520-0027

Facsimile: (775) 328-6133

SFPD:

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

Facsimile: (775) 849-1636

The persons and addresses to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.

3.9 Receipt Defined. For the purpose of this Agreement, the term "receipt" shall mean any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of actual receipt of the notice or other document; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of: (i) the date of the attempted delivery or refusal to accept delivery; (ii) the date of the postmark on the return receipt; or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

3.10 No Recordation. Neither this Agreement nor any memorandum hereof shall be recorded in the office of the Washoe County Recorder.

3.11 No Commitment To Approve Development. Nothing contained herein shall require or imply that County must approve future development applications for the Station Site (e.g., master plan approvals, special use permits, tentative maps, etc.), which are solely within the discretion of County to approve, subject to state, local and federal laws.

3.12 Time. Time is of the essence in this Agreement.

3.13 Third Party Beneficiaries. No third party is intended to be a beneficiary hereof.

In Witness Whereof, the parties have executed this Agreement on the last day and year written below.

COUNTY OF WASHOE,
a political subdivision of the State of
Nevada, Board of Washoe County
Commissioners

SOUTHWEST POINTE ASSOCIATES,
L.L.C., a Delaware limited liability
company

By: Westerra Management, L.L.C., a
Delaware limited liability company, its
authorized representative

By: _____
David Humke, Chairperson

By: _____
Daniel E. Gilpin, Assistant Vice-President

Date: _____

Date: _____

**THE SIERRA FIRE PROTECTION
DISTRICT,** a political subdivision of the
State of Nevada

By: _____
[Signature]

Title: Chairman

Date: 7/13/10

ATTEST:

By: _____
[Signature]
Washoe County Court Clerk

EXHIBIT "A"

DESCRIPTION

A parcel of land situate within the SW1/4 of Section 24, T.18N., R.19E., M.D.M., Washoe County Nevada, more particularly described as follows:

Parcel 2 of the 8th Parcel Map for Southwest Pointe Associates, LLC, as shown on the plat thereof, recorded on March 20, 2008 as Parcel Map 4892, Document No. 3631884, Official Records of Washoe County, Nevada.

Containing 46,738 square feet, more or less.

12-4-55

Cooperative Agreement between Sparks Fire Department and the Sierra Fire Protection District

This agreement is made and entered into by the Sparks Fire Department, hereinafter referred to as SFD, 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 an interlocal 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.
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 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.

Mutual Aid shall be provided without expectation of reimbursement for (24) hours with the exception of wildland incidents that last longer than (12) twelve hours from the time of the request for such aid. A wildland incident is defined as a fire which predominately consumes vegetation. If it appears that the wild-land incident will last longer than (12) twelve 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. If no meeting is held and the Responding Agency is required to provide personnel, equipment or facilities for a period longer than (12) twelve hours, the Requesting Agency shall reimburse the Responding Agency for the actual expenses it incurs after the (12) twelve hours have expired upon being provided with a statement of those expenses. Requested Mutual aid resources should be replaced by home jurisdictional resources as soon as practicable.

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.

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.

8. 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.
9. For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A-through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.
10. The parties may amend this agreement at any time by an endorsement made in writing and approved by the County Commissioners and/or Board of Supervisors of both the parties to this Agreement.
11. 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 by either party without cause, provided that a 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.

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

Sparks Fire Department
Andy Flock, Fire Chief
1605 Victorian Ave
Sparks, Nevada 89431

Sierra Fire Protection District
Michael Greene, Fire 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.

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__.

SPARKS FIRE DEPARTMENT

SIERRA FIRE PROTECTION DISTRICT

By: _____
Andy Flock, Fire Chief

By: _____
Michael Greene, Fire Chief

Date: _____

Date: _____

By: _____
Geno Martini, Mayor
Sparks

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

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Sparks District Attorney

By: _____
Washoe County District Attorney

Date: _____

Date: _____

ATTEST:

By: _____
Sparks City Clerk

By: _____
Washoe County Clerk

**2008-2009 Annual Operating Plan
Sparks Fire Department and the
Sierra Fire Protection District**

Defined Mutual Aid Response Areas, Rates and Contact Information

SPARKS FIRE DEPARTMENT JURISDICTION:

The Sierra Fire Protection District is requested to respond with;

1. One (1) Type-III Brush Engines upon request for any wildland fire within SFD jurisdiction, at no cost to SFD for the first 12 hrs.
2. One (1) Type-I ILS Engine or ALS Engine upon request for any type of alarm to SFD upon request, at no cost to SFD for the first 24 hrs..
3. One (1) Water Tender for any type of alarm to SFD upon request, at no cost to SFD for the first 24 hrs.

Operational Considerations:

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

SIERRA FIRE PROTECTION DISTRICT JURISDICTION:

The Sparks Fire Department is requested to respond with:

1. One (1) Type-III Brush Engines upon request for any wildland fire within SFD jurisdiction, at no cost to SFD for the first 12 hrs.
2. One (1) Type-I Engine upon request for any type of alarm to SFD upon request, at no cost to SFD for the first 24 hrs..
3. One (1) Water Tender for any type of alarm to SFD upon request, at no cost to SFD for the first 24 hrs.

Operational Considerations:

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

12-1-08

for the incident.

PROTECTION ORGANIZATION & RATES

A. The Following rates are applicable after the first 24 hours.

Type I Engine, Staffed with four (4) personnel	\$250/hour
Type III Engine, Staffed with three (3) personnel	\$175/hour
Type III Engine, Staffed with four (4) personnel	\$200/hour
Single Person Resource with 2x4 transport	\$56/hour
Type 2 Tender, Staffed with one (1) operator	\$100/hour
Type 2 Tender, Staffed with (2) personnel	\$140/hour
Mobile Triage Unit, Staffed with (1) min. EMT	\$110/hour

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

- Battalion Chief
- Captain
- Pump Operator/Driver
- Firefighter/Paramedic
- Firefighter

Portal to Portal Rates

- \$66.00/hr
- \$49.50/hr
- \$44.00/hr
- \$44.00/hr
- \$38.50/hr

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

B. Contact Persons and Phone numbers

Sparks Fire Department Staff Officers

	<u>Office</u>	<u>Mobile</u>
Fire Chief, Andy Flock	353-2254	527-3708
Division Chief / Operations, Frank Frievalt	353-2257	527-3710
Division Chief / Administration, Bill Finley	353-1618	527-3703
Division Chief / Training, Gene Carr	353-2265	527-3707
Battalion Chiefs	353-2259 or 353-2258	742-2124 (in vehicle)
'A' Andy Koski		527-3705
'B' Gene Rybak		527-3706
'C' Carl Blincoe		527-3704

Fire Stations

Station 1, 1605 Victorian Ave.	353-2259
Station 2, 2900 N. Truckee Lane	353-2252
Station 3, 1750 E. Greg Street	353-2395
Station 4, 1450 Disc Drive	626-4784
Station 5, 6490 Vista Blvd	626-4794

Sparks Dispatch, 1701 E. Prater Wy. 775-353-2231

Sierra Fire Protection District

Reno E-Comm Dispatch 334-2306

	<u>Office</u>	<u>Mobile</u>
Fire Chief, Michael Greene	849-1108	351-3107
'A' Battalion Chief, Mike Heikka	849-1108	721-2632
'B' Battalion Chief, Vacant	849-1108	721-1809
'C' Battalion Chief, Joe Reinhardt	849-1108	721-2630

Fire Stations

Headquarters, 16250 Wedge Parkway Suite 200c	849-1108
BC Quarters, 4000 Joy Lake Rd.	849-4906
Station 30, Bowers	849-0565
Station 35, Verdi	345-0358
Station 38, Galena	849-2881

SPARKS FIRE DEPARTMENT

SIERRA FIRE PROTECTION DISTRICT

By: Andy Flock, Fire Chief _____

Michael Greene, Fire Chief _____

Date: _____

Date: _____

2007/2008
ANNUAL OPERATING PLAN

Between the
SIERRA FIRE PROTECTION DISTRICT

and the

Storey County Fire Department

This annual operating plan for the calendar year 2007/2008 is made between the Sierra Fire Protection District, here in after referred to as SFPD and the Storey County Fire Department.

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

This annual operating plan shall become effective on May 1st 2007 and continue through May 1st 2008. The annual operating plan shall be reviewed and amended as needed by agreement from both parties each year in the month of May

MUTUAL
AUTOMATIC AID

Storey County Fire Department Jurisdiction:

The Sierra Fire Protection District is requested to respond with;

1. *Two (2)* Water Tenders if available, upon request, to all first alarm structure fires in the Virginia Highlands at no cost to SCFD for the first 24 hrs.
2. One (1) Command Officer, upon request, to any third alarm or greater, all risk incident within Storey County at no cost to SCFPD for the first 24 hrs.
3. One (1) Type-III Brush Engine, upon request, for any second alarm wildland fire within SCFD jurisdiction, at no cost to SCFD for the first 24 hrs.
4. One (1) Type-I (ILS) Engine or (ALS) Engine, upon request, for second alarm structure fires, or greater, including station coverage at no cost to SCFD for the first 24 hrs.

Operational Considerations:

1. All incidents within SCFD jurisdiction shall operate on command communication frequencies as assigned for their jurisdiction and operate on state/white one for all tactical frequencies. If this frequency is busy then it shall descend in order to state/white two, state/white three, etc.

SIERRA FIRE PROTECTION DISTRICT JURISDICTION:

The Storey County Fire Protection District 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 hrs.
2. Appropriate resources (Minimum of one type 1 or one type 3 engine) on all Second Alarm Structure and Wildland fires and other incidents as requested, in areas under SFPD jurisdiction.

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.

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.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this 4 day of April, 2007.

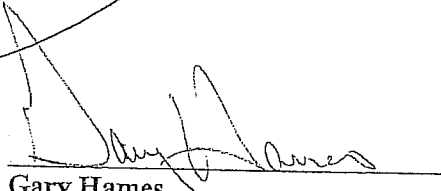
APPROVED BY:



Michael S. Greene
Fire Chief
Sierra Fire Protection District

Date

4/12/07



Gary Hames
Fire Chief
Storey County Fire Department

Date

4-12-07

**Cooperative Agreement between
Storey County Fire Department and the
Sierra Fire Protection District**

This agreement is made and entered into by the Storey County Fire Department, hereinafter referred to as SCFD, 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 227.045 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.

12-4558

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 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 (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 SCFD 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.
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 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A-through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.
11. The parties may amend this agreement at any time by an endorsement made in writing and approved by the County Commissioners 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 by either party without cause, provided that a revocation shall not be effective until 30 days after a party has served written notice of revocation to the other party.

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

Storey County Fire Department
Gary Hames, Fire Chief
P.O. Box 603
Virginia City, Nevada 89440

Sierra Fire Protection District
Joe Reinhardt, Acting 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.

AUTOMATIC AID

Storey County Fire Department Jurisdiction:

The Sierra Fire Protection District is requested to respond with;

1. *Two (2)* Water Tenders, upon request, to all first alarm structure fires in the Virginia Highlands.
2. One (1) Command Officer, upon request, to any third alarm or greater, all risk incident within Storey County.
3. One (1) Type-III Brush Engine, upon request, for any second alarm wildland fire within SCFPD jurisdiction, at no cost to SCFPD for the first 24 hrs.
4. One (1) Type-I (ILS) Engine or (ALS) Engine, upon request, for second alarm structure fires, or greater, including station coverage for the first twenty four hours.

Operational Considerations:

1. All incidents within SCFD jurisdiction shall operate on command communication frequencies as assigned for their jurisdiction and operate on state/white one for all

tactical frequencies. If this frequency is busy then it shall descend in order to state/white two, state/white three, etc.

SIERRA FIRE PROTECTION DISTRICT JURISDICTION:

The Storey County Fire Protection District 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 SCPD for the first 24 hrs.
2. Appropriate resources (Minimum of one type 1 or one type 3 engine) on all Second Alarm Structure and Wildland fires and other incidents as requested, in areas under SFPD jurisdiction.

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.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to be executed as of the day and year herein below. Dated this 5th day of July, 2006.

STOREY COUNTY FIRE DEPARTMENT

SIERRA FIRE PROTECTION DISTRICT

By: [Signature]
Gary Hames, Fire Chief

By: [Signature]
Chief, Sierra Fire Protection District

Date: 7-5-06

Date: _____

By: [Signature]
John Flanagan, Chairman
Storey County Commissioners

By: [Signature]
Robert Larkin, Chairman
SFPD Board of Directors

Date: 7-5-06

Date: _____

Approved as to form:

Approved as to form:

By: [Signature]
Harold Swafford, District Attorney

By: [Signature]
Washoe County District Attorney

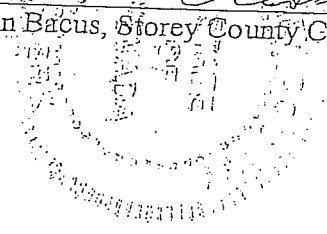
Date: 7-5-06

Date: _____

ATTEST:

By: [Signature]
Doreen Bacus, Storey County Clerk

By: [Signature]
Washoe County Clerk



**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.

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.

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

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.

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__.

TRUCKEE FIRE PROTECTION DISTRICT

SIERRA FIRE PROTECTION DISTRICT

By: _____
Bryce E. Keller, Chief

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

Date: _____

Date: _____

By: _____
Robert Larkin, Chairman
SFPD Board of Directors

Approved as to form:

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

Approved as to form:

By: _____
Washoe County District Attorney

Date: _____

By: _____
Washoe County Clerk

2008
ANNUAL OPERATING PLAN

Between the
SIERRA FIRE PROTECTION DISTRICT

and the

Truckee Fire Protection District

This annual operating plan for the calendar year 2008 is made between the Sierra Fire Protection District, here in after referred to as SFPD and the Truckee Fire Protection District here in 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 1st 2008 and continue through May 1st 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 hr. ordering # 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 hrs.

2. One (1) Command Officer on any wild-land fire that has escaped initial attack or escalated to a second alarm under TFPD jurisdiction along Interstate 80 from the California/Nevada state line to Hirschdale California, at no cost to TFPD for the first 24 hrs.

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

3. One (1) Type-1 ALS 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 Fire 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.

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 hrs.
2. 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 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 communications 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.

10/1/08

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

2010
ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
U.S. FOREST SERVICE – HUMBOLDT-TOIYABE NATIONAL FOREST
and
THE SIERRA FIRE PROTECTION DISTRICT

I. IDENTIFICATION

This operating plan is between the Humboldt-Toiyabe National Forest, hereinafter called USFS, and the Sierra Fire Protection District, hereinafter called DISTRICT.

II. AUTHORITY

This Annual Operating Plan (AOP) is required by the Cooperative Fire Protection Agreement # 08-FI-11041701-086 (herein after called the Agreement) between the Sierra Fire Protection District and the Humboldt-Toiyabe National Forest dated 09/02/2008. This plan shall be attached to and become part of the Agreement upon signature of all parties, and shall be reviewed annually not later than March 30. Upon annual review of AOP if District and Forest Service agree no changes are necessary a letter, signed and dated by both parties, documenting that decision will be issued by Forest Service to the District. In addition a copy of this letter will be placed in the "official" agreement file located at the Forest Supervisor's Office.

III. PURPOSE

This operating plan provides the officers and employees of the agencies guidelines and information necessary to properly execute the terms of the Agreement.

IV. DEFINITIONS AND DESCRIPTIONS

A. Protection Units

The Direct Protection Areas (DPA) of the following units are covered by this plan:

1. Humboldt-Toiyabe National Forest, Carson Ranger District
2. Sierra Fire Protection District

B. Direct Protection Areas:

Each agency assumes the responsibility to directly provide adequate fire protection services to the lands of the other agency.

12-1-08

C. Protection Area:

Each Local Fire Protection District will attach a map with the District's boundaries identified.

The District is primarily responsible for suppression of structural fires and wildland type fires occurring on any private, or County Lands within the Boundaries of the Sierra Fire Protection District.

The Forest Service is primarily responsible for suppression of wildland fires within the protection boundaries of the Humboldt-Toiyabe National Forests, Carson Ranger District and lands identified as Direct Protection Area (DPA) lands under the California Cooperative Fire Protection Agreement.

The Forest Service will not assume the protection or suppression responsibility for wildland/urban interface lands that are the legal jurisdiction of another entity (State, Tribal, County, local, or property holder) unless the county, or local government entity assumes the lead responsibility for structural protection.

D. Mutual Dispatch Areas (MDAs):

Protection units shall coordinate their initial attack response by identifying the "closest forces" and agreeing which resources will be automatically dispatched.

E. Mutual Aid

It is understood that the mission and intent of both Parties is to quickly suppress wildland fire regardless of jurisdiction and/or ownership. It is considered mutually beneficial to both Parties to jointly take action as necessary to achieve this mission and intent. All ground resources may be considered mutual aid for up to 24 hours. All assistance beyond the 24 hours may be assistance by hire; a cost share agreement will be completed, and will be billed retroactively for the full period from the time of initial dispatch based on the completed cost share agreement. Mutual aid shall be provided within the limits of local resources, defined as resources within the local dispatch center's area of responsibility; however, neither party should be required to deplete its own fire protection resources, services and facilities to the detriment of its fire protection responsibilities.

F. Assistance by Hire

1. Hand crews are considered assistance by hire

2. All resources provided by SFPD for suppression activities on USFS jurisdiction fires during the "off season" will be considered assistance by hire. This period is defined as the period of time that the USFS does not have its initial attack resources available. Normally 11/20 through 3/1.

11-1-04

3. All aviation resources are considered assistance by hire.

Responding chief officers shall determine the need for aircraft support on behalf of their own jurisdictional lands. No department or agency will pay for aircraft cost dispatched on another department's or agency's initial attack CAD run unless specifically requested by the threatened agency or department. Once unified command is in place, the threat will be determined by the unified commanders. Responses to false alarms or resources canceled en route will not be billable

V. PROTECTION ORGANIZATION & RATES

1. Billable protection rates will conform to the rate schedule.
2. Portal to Portal pay provisions will be acceptable when the Districts personnel have been designated entitlement to "portal to portal pay" as approved under N.R.S. 288, collective bargaining agreement 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.
4. When an incident does not provide subsistence for assistance-by-hire personnel then per diem at the federally established regional or CONUS rate shall apply.

A-933F

SIERRA FIRE PROTECTION DISTRICT RATE SCHEDULE

All rates based on actual cost to the Fire Protection District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document. Backfill (for Shift Fire personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

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.

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

SUPPORT EQUIPMENT RATES

City, County, or Fire District Owned Vehicles:

- Pickup \$62.00 per day
- Van \$74.00 per day

- SUV \$83.00 per day
- Other \$83.00 per day (3/4 ton & above)
- Polaris UTV \$100.00/day (must be ordered via resource order)

SFPD PERSONNEL

	<u>Regular Rate</u>	<u>Overtime</u>
• Fire Chief	\$93.48	\$140.22

	<u>Portal to Portal Rates</u>
• Battalion Chief	\$112.12/hr
• Captain	\$92.14/hr
• Pump Operator/Driver	\$80.77/hr
• Firefighter/Paramedic	\$80.77/hr
• Firefighter	\$72.31/hr

FIRE CREW

The SFPD fire crew is administered as assistance by hire resource. The SFPD fire crew is not subject to portal to portal pay. Billing shall be according to Crew Time Report/ Shift Ticket for actual hours worked.

*Crew Rate per Hour \$641.33

*Fully equipped Type 2 Hand Crew meeting USFS requirements.
 Includes minimum 18 personnel, equipment and transportation

FIRE CREW – EQUIPMENT

- Superintendent Vehicle \$104.00/ daily
- Crew Carrier \$260.00/ daily
- Patrol Truck \$85.00/ daily
- Chain saws \$5.00/hr (must be ordered via resource order)
- Polaris UTV \$100.00/day (must be ordered via resource order)
- Van \$74.00/day
- Pick up \$62.00/day

KCL-01

FOREST SERVICE RATE SCHEDULE

Rates based on actual cost to government personnel rates per 2010 Work Plan for Carson Ranger District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document.

<u>EQUIPMENT</u>	<u>BASE PAY PER HOUR</u>	<u>OVERTIME RATE PER HOUR</u>
Brush Engine – Type IV (Staffed with Capt plus 4 personnel rates)	\$150.00/hr	\$221.00/hr
SUV	\$0.33/mi	
Pick Up	\$0.37/mi	
Engine Type IV	\$1.00/mi	\$50.00/hr for pump
Engine Type VI	\$0.61/mi	\$60.00/hr for pump
<u>PERSONNEL</u>		
Division Chief Officer	\$60.00/hr	\$90.00/hr
Battalion Chief Officer	\$46.00/hr	\$69.00/hr
Fire Operation Specialist.	\$46.00/hr	\$69.00/hr

12-1-08

VI. MAPS

The following items should be shown on each map:

1. Protection Boundary
2. Protection Unit Facilities

VII. OPERATING PROCEDURES

A. Notification and Reports

1. Fires occurring on or threatening lands inside the boundaries of SFPD will be reported immediately to Washoe County 9-1-1 Dispatch, phone 9-1-1 or 334-2344.
2. Fires occurring on or threatening lands of federal ownership inside the boundaries of the USFS will be reported immediately to the SFIDC Dispatcher, telephone 883-3535
3. The initial fire report will include, if available, the following information: location, present size, type of fuel, rate of spread, time discovered, and name, location and telephone number of reporting party.

VIII. SHARING OF COMMUNICATIONS SYSTEMS AND FREQUENCIES

Each agency that is a signatory to this operating plan is permitted to use the cooperator's frequencies during emergency activities or training to contact resources of the cooperator or in conjunction with the communications plan for the incident. The communications plan may be a formal document, as in the case of a command team deployment or it may be an informal verbal agreement made on the ground by the Incident Commander(s) and/or Agency Representative. Use of federal Frequencies between 162.000 and 174.000 is permitted in "Narrowband band" mode only.

Federal frequencies per this Plan:

<u>RX</u>	<u>TX</u>	<u>USE</u>
169.875	169.875	FOREST NET/SIMPLEX
169.875	170.475	FOREST NET/ REPEATER
169.975	169.975	2 ND FOREST NET/LEVIATHAN/SIMPLEX
169.975	171.425	2 ND FOREST NET/LEVIATHAN/REPEATER
168.200	168.200	Crew Net (tac)

HTF REPEATER TONES

<u>Tones</u>	<u>Frequency</u>	<u>Name</u>
1	110.9	Slide
2	123.0	Peavine
3	131.8	Hawkins
4	136.5	Rawe
5	146.2	Lobdell
6	156.7	Mean
7	167.9	Cory

SFPD frequencies per this plan:

<u>RX</u>	<u>TX</u>	<u>USE</u>
158.745	159.390	TM Main
158.880	158.880	TM VHF Gold
158.940	158.940	TM VHF Silver

SFPD/TM REPEATER TONES

<u>Tones</u>	<u>Frequency</u>	<u>Name</u>
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak

IX. PERSONAL PROTECTIVE EQUIPMENT

The Forest Service may loan the SFPD personal protective equipment required for wildland fire suppression. All equipment loaned must be documented on an AD-107 "Report of Transfer or Other Disposition or Construction of Property" and FS 6400-6 "Property Use Notice". Such

KCH-10

property will remain the property of the U.S. Government and shall be returned to the Forest Service at the end of the fire season.

X. FIRE PREVENTION ACTIVITIES

A. General Cooperative Activities:

All protection units will, to the extent possible, provide fire prevention programs, inspections, and enforcement as necessary to adequately address the fire problem in their Direct Protection Areas. In addition, units are encouraged to undertake joint prevention activities in areas of mutual interest whenever practical.

B. Information and Education:

1. Joint Press Releases:

Protection units should develop joint press releases on cooperative fire protection issues to ensure that the interests of all affected agencies are adequately addressed.

2. Smokey Bear Program:

Protecting units should cooperate in the coordinated delivery of Smokey Bear program in direct protection areas.

3. Local Education Program:

The use of interagency teams to conduct local educational programs is encouraged to facilitate improved public knowledge of the mission and responsibilities of all the cooperating agencies.

4. Fire Prevention Signs:

Coordination and placement of fire prevention signs should be used in order to prevent duplication of effort or sending mixed messages. This is especially important for fire danger rating signs.

XI. GENERAL PROVISIONS:

A. Local Fire Team

Participation of District fire resources is encouraged on area and national IMT's and as single resources. All Sierra Fire Protection District Team Members will have approval of the Fire Chief prior to any assignment. Payment of personnel will be in accordance with attached addendum of approved rates.

B. Updating of Plan:

All units will meet at least annually prior to March 30, to review the entire Operating Plan and update it as necessary.

C. Interagency Training:

Interagency training activities can be mutually beneficial and units are encouraged to:

1. Participate in shared local level training at each other's facilities on an on-going basis.
2. Allocate available slots in appropriate formalized training sessions for personnel of the other agencies.

XII. STAFFING PLAN

A. **Anticipated Deployment Period:** May thru October

1A-700

IN WITNESS WHEREOF, the parties have executed this Annual Operating Plan as of the last date of signature.

Concurrence:

JEANNE HIGGINS,
Forest Supervisor
Humboldt-Toiyabe National Forest

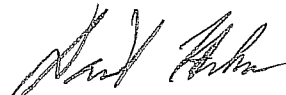
Date _____

MICHAEL WILDE
Carson District Fire Management Officer
Humboldt-Toiyabe National Forest

Date _____

MICHAEL GREENE
Fire Chief Sierra Fire Protection District

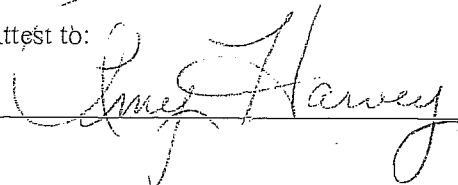
Date _____



DAVID HUMKE, Chairman
Sierra Fire Protection
Board of Fire Commissioners

Date 7/13/10

Attest to:



County Clerk

Date July 13, 2010

INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE & SUPPORT SERVICES

This Interlocal Agreement is made and entered effective July 1, 2011, by and between Washoe County, a political subdivision of the State of Nevada (hereinafter "County") and the Sierra Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes (hereinafter "District").

WHEREAS, the parties are public agencies authorized by chapter 277 of the Nevada Revised Statutes to enter into interlocal agreements for the performance of governmental services for each other; and

WHEREAS, County and the District entered into an agreement for administrative and support services effective July 1, 2006, which was amended and expanded by the parties on April 8, 2008 (mistakenly referencing the 2006 agreement by the date of July 1, 2007); and

WHEREAS, County and the District acknowledge the District's financial limitations and resulting expanded dependence upon County administrative and support services, of which County is willing to provide and shall henceforth perform and act on behalf of the District, subject to direction and continuing authority from the parties' respective Boards; and

WHEREAS, the parties further desire to restate and expand the 2006 agreement as amended and supersede it with this new consolidated agreement.

NOW THEREFORE, with full incorporation by this reference of all recitals set forth above, it is agreed between the parties as follows:

1. **County's Responsibilities.** County is responsible for the following administrative and support services to be performed on behalf of the District:

1.1 The County Manager's office is authorized and shall perform all District Board support and agenda functions, committee and task force support, development of independent contractor agreements and service contracts, coordination of fire related regionalization efforts, as well as advice to the District's Chief on logistical, political, budget, legislative and interagency matters affecting the District, and finally perform other administrative and management related functions as deemed necessary.

1.2 The County Comptroller is authorized, designated and shall act as the District's comptroller and shall perform the functions described in NRS Chapter 251 and any pertinent chapters of state law and county code, to include without limitation the prompt payment of claims..

1.3 The County District Attorney is authorized, designated and shall perform as the official attorney those functions as described in NRS Chapters 41 and 252.

1A-928

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1.4 The County Human Resources Department is authorized and shall perform all personnel functions, including without limitation, recruitment, testing, policy training, harassment and discrimination investigation, assistance with the placement and administration of employee/retiree health benefit programs, and such other personnel functions as it performs for the County.

1.5 The County Information Technology Department is authorized and shall perform all services comparable to those provided to county departments.

1.6 The County Labor Relations Manager (or consultant) is authorized and shall perform all services comparable to those provided to County.

1.7 The County Public Works Department is authorized and shall perform all capital construction and property management services, subject to the same state and local law authorities and restrictions as govern the performance of these functions for the County. The General Services Division of this Department shall provide station maintenance and also, on a cost reimbursement basis, provide vehicle maintenance.

1.8 The County Purchasing Department is authorized and shall perform all purchasing, purchase order issuance, appropriate contract execution, and property disposal, subject to the same state and local law authorities and restrictions as govern his performance for the County, provided that the District Chief shall retain authority and responsibility for incident cost share decisions under automatic and mutual aid agreements.

1.9 The County Risk Manager is authorized and shall perform certain risk management and insurance functions, namely review of contracts and limits, lease agreements and contracts with other agencies, assistance with placement and administration of property and liability insurance and worker's compensation insurance.

1.10 County shall provide office space sufficient for the administrative and fire prevention staff of the District at a location to be designated by County.

2. **District's Responsibilities.** As consideration for the County's administrative and support services set forth above, District shall perform the following:

2.1 Must use the services described above and provide full and timely cooperation with the County to ensure those services are properly delivered to the District.

2.2 Pay monthly to the County, or other frequency as agreed to by the parties, 33⅓% of the salary and annual benefits of the County's Fire Services Coordinator position.

2.3 Pay monthly to the County, or other frequency as agreed to by the parties, all of the salary and annual benefits of a position classification as determined by the County to be employed in the County's Management Services Division.

18-105

2.4 Supplement efforts by other fire agencies to provide emergency medical response and fire protection, prevention and investigation services in areas of Washoe County not within the boundaries of any other fire protection district, to wit, all of the unincorporated areas north of Township 22N, MDB&M. The District's Chief may withdraw or refuse, in his sole discretion, such assistance when it conflicts with emergency demand in the District.

2.5 Assist County as may be reasonably requested of the District with the development of hazardous fuels management and reduction plans and projects in Washoe County parks and open space and confirmation that treatments comply with approved plans..

2.6 Prompt payment of out-of-pocket expenses incurred by any County department incidental to the performance of services set forth in Paragraph 1 above.

2.7 Obtain and maintain such insurance as the County Risk Manager deems necessary to protect and hold County harmless for and against any and all loss, damages, claims or suits that may arise against County for its performance under this Agreement.

3. **Performance Review.** The parties agree that this Agreement is intended to be an arms length business relationship between two independent public entities. Every 6 months starting on or before January 1, 2012, the parties agree to meet and confer on their respective performances under this Agreement for the purpose of determining adjustments if any to the purposes and fairness of this Agreement and the performance obligations of each other. Additionally, each year on or before July 1 the parties shall submit agenda items to their respective governing bodies for a review of performances under this Agreement and any amendments that may be appropriate.

4. **Termination.** This Agreement may terminate upon the mutual agreement of the parties.

5. **Sole Agreement.** This Agreement contains all the commitments and agreements of the parties and supersedes and replaces the parties' 2006 agreement and 2008 amendment thereof. Any oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement, unless modified in accordance with Paragraph 6.

6. **Amendment.** This Agreement may be amended or modified only by the mutual written agreement of the parties which has been ratified in accordance with law.

7. **Severability.** In case any one or more of the terms, sentences, paragraphs or provisions contained herein shall for any reason be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs, or provisions and this Agreement shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.

8. **Waiver.** A waiver of any breach of any provision of this Agreement by any party shall not be construed to be a waiver of any preceding or succeeding breach.

9. **Governing Law; Venue.** This Agreement shall be governed, interpreted and

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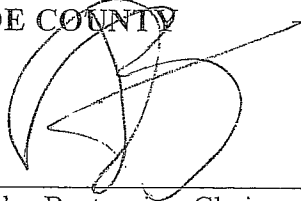
construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

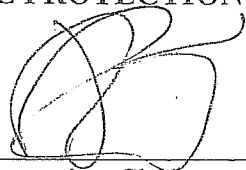
10. **Limited Liability.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

SIERRA FIRE PROTECTION DISTRICT

By: 
John Breternitz, Chair

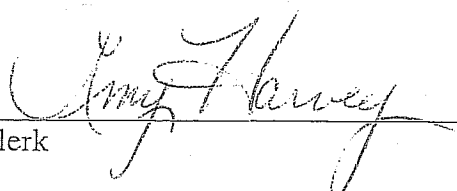
By: 
John Breternitz, Chair

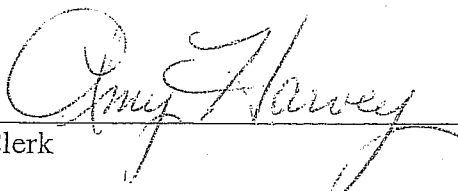
Date signed: 5/24/11

Date signed: 5/24/11

ATTEST:

ATTEST:


Clerk


Clerk

10-7-11

2011-05-24
Sec 11

Overview of Sierra Fire Protection District's administrative and management support expectations

- Administration of District payroll processing system that includes sufficient controls and supervisory oversight to satisfy audit requirements
- 2. Develop and maintain records and report related employee usage of FLSA, shift overtime, on-shift overtime, sick, vacation, military, FMLA and comp time
- Manage and coordinate medical benefits program including enrollment, changes to beneficiaries, retiree's reimbursements and related items
- Monitor SAP reporting to provide budget reports in coordination with District's financial consultant to include but not be limited to line item expenditures and generate appropriate reports.
- Administer billing/invoicing and accounting for District services including fire, fuels management and grants consistent with grant and contractual requirements
- Monitor and document Procurement card utilization
- Administration of requisition process
- Assist with editing and posting of District policies, procedures, receipt, and maintenance of employee acknowledgement forms
- Administer in coordination with the appropriate Chief Officer, Inventory management of vehicles and other district properties
- Manage database related to tracking and notification of Heart and lung physical due dates and completion for career and volunteer staff (Volunteer Program Coordination to be done by contractor)
- Administrative support related project management
- District web site maintenance within the technical capabilities of staff.
- Administration and oversight of District records to include main point of contact for phone, mail and email and provide coordination of requests for information including but not limited to; public records requests etc.

10-10-1