

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

TUESDAY

11:00 a.m.

JULY 10, 2012

PRESENT:

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

Amy Harvey, County Clerk
Katy Simon, County Manager
David Creekman, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 11:24 a.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:

12-122SF 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.

12-123SF AGENDA ITEM 3A

Agenda Subject: “Approval of BOFC meeting minutes from the June 12, 2012.”

There was no public comment on this item.

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

12-124SF AGENDA ITEM 4

Agenda Subject: “Fire Chief’s Report – Presented by Chief Charles A. Moore.”

Fire Chief Charles Moore announced that the transition for the Truckee Meadows Fire Protection District (TMFPD) was successful. He reported on two major

wildland fires that occurred on July 2, 2012. Because the jurisdiction of the Pinehaven Fire near Caughlin Ranch was unclear, the TMFPD responded and assisted. He indicated that the Ironwood Fire near Palomino Valley burned 640 acres and was under control by the early morning hours. Chief Moore commented that the Silver Lake and Cold Springs Volunteer Departments assisted with the Ironwood Fire while the other volunteer departments stood up their stations to protect the remainder of the District, leaving no gaps in service levels.

Chief Moore shared the Lightning Plan in the event predicted dry lightning moved into the area when spot fires and multiple starts could be expected. If those occurred, he said a single resource would be sent to each reported brush fire and volunteers would be mobilized. He indicated that each spot fire would be evaluated to determine what, if any, additional resources would be needed.

Commissioner Humke questioned why the Regional Aviation Enforcement Program (RAVEN) was barred from the Pinehaven Fire. Chief Moore explained that the City of Reno could have used RAVEN once the jurisdiction of the fire was determined. At the beginning, the fire was believed to have been on Forest Service land and explained that RAVEN had not been certified by the Forest Service to fight fires on Forest Service land; however, RAVEN was certified to fight fires on Bureau of Land Management (BLM) land. He indicated that RAVEN could be used on private fires and, had it been determined the Pinehaven Fire was located on private land, it could have been utilized. Commissioner Humke asked if any of the Pinehaven Fire occurred on Forest Service land. Chief Moore stated that a small percentage was located on Forest Service land.

Katy Simon, County Manager, confirmed that RAVEN was certified by the BLM, but not by the Forest Service. She said the Forest Service dispatched their own equipment and had direction from the U.S. Congress to prioritize the use of private resources before using government resources. Even though the border of the Pinehaven Fire would have allowed RAVEN to support the private land firefighting, when there were federal and State resources in the air, the Forest Service had requested that other aircraft not be sent into that air space.

Chairman Larkin congratulated Chief Moore, the County Manager and Human Resources for a successful stand-up of the District. Chief Moore also thanked County staff and said it was a team effort. He said a list of discrepancies and an After Action Report was being compiled and would be brought before the Board.

Dave Solaro, Acting Public Works Director, reported on the Mogul/Hidden Valley Stations. He said the zone change application for the Mogul Station had been submitted to the City of Reno and would be heard by the Reno Planning Commission on September 5, 2012 and then forwarded to the Reno City Council in October. He confirmed that a Special Use Permit application to convert the building to a Fire Station was also on schedule. Mr. Solaro said the Mogul Fire Station should be operational in February or March of 2013. In regard to the Hidden Valley Station, staff

was in the process of receiving approvals from the State on the Commercial Coach building. He stated there had been a minor delay due to some permitting issues from the State, but those had been completed and he felt that station would be operational by the first part of August.

Commissioner Humke acknowledged the loss of several firefighters from the North Carolina National Guard and eastern Nevada while fighting several fires in the western States.

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

The following Agenda Item No. 5 will be heard by the Washoe County Board of Commissioners who will convene as the Board of Fire Commissioners for the Truckee Meadows Fire Protection District (TMFPD) and the Sierra Fire Protection District (SFPD). (Agenda Item No. 6 of the TMFPD agenda.)

12-125SF AGENDA ITEM 5

Agenda Subject: “Discussion and possible action on Mutual Aid Cooperative Agreement between Truckee Meadows Fire Protection District and the City of Reno.”

Fire Chief Charles Moore indicated that the Mutual Aid Agreement was still being discussed with the City of Reno. He said the District wanted a Mutual Aid Agreement that reflected the community standards which had been agreed upon with the other partners, and consistent with other mutual aid agreements including the City of Sparks, Carson City and North Lake Tahoe. He believed the City was concerned that mutual aid would be used as automatic aid.

Paul Lipparelli, Legal Counsel, displayed a red-lined version of the Mutual Aid Agreement that had been approved by the City, which was placed on file with the Clerk. He indicated that draft would accept the changes the City made and demonstrate the changes to that Agreement made by the District. He said the essence of the changes were based on the following three issues: no controversy over adding the Sierra Fire Protection District (SFPD); changing the reimbursement period from 12 hours, the regional standard, to three hours; and, before mutual aid could be summoned, the requesting agency be required to have a career fire officer on scene.

Mr. Lipparelli stated the Fire Chief explained that the request to have a career fire officer on scene was not operationally workable and would create a delay for mutual aid while waiting for the arrival of a career officer to reach the scene. He added that requirement was not found in any other mutual aid agreement and felt it was aimed at discouraging the use of mutual aid for automatic aid. As suggested in paragraph C of the revised Agreement, Mr. Lipparelli said the definition of mutual aid had been bolstered and now was defined more comprehensively by stating, “mutual aid was providing an emergency response service assistance across jurisdictional boundaries upon specific

request due to an incident that exceeds the regular resources of the requesting agency such as, the assistance needed during a natural disaster, mass transit accident or multiple-alarm fire.” With that definition, staff felt that mutual aid could not be misused and treated as automatic aid because it had to be in response to a specific request and had to involve an incident that exceeded the regular resources of the requesting agency. He felt that language addressed any concerns of the City that the Mutual Aid Agreement could be misused.

In paragraph two, Mr. Lipparelli said the language inserted by the City Council requiring the requesting agency have a career fire officer on scene was stricken from the District’s revision. It was being suggested that the 12-hour reimbursement standard be implemented since that prevented a department from having to decide whether it would be faster and cheaper to summon mutual aid from further away where the first 12 hours were at no charge, or whether it would be faster to have the City there for three hours and then dismiss them while the others were arriving.

Mr. Lipparelli said the recommendation was for the Fire Board to approve the revised Agreement and send it back to the City for their consideration. The City Attorney indicated that the City Council meeting was scheduled for July 11, 2012 when it may be possible for the City Council to deter from their earlier direction to terminate the Mutual Aid Agreement and give the bodies more time to work through the issues.

Commissioner Jung questioned who would present the revised Agreement to the City Council at their meeting. Mr. Lipparelli replied there was no presentation to submit to the City Council. The Agreement was not on the agenda, but the City Council had a standing item on mutual and automatic aid that permitted the City Council to direct staff to not submit the Notice of Termination. Commissioner Jung asked if the Councilmembers would receive the revised Agreement at their meeting. Mr. Lipparelli stated the Agreement could be delivered to the City Council. Commissioner Jung understood the issue with the response was that the City did not want the District to rely on them as their primary responder. She said it would be prudent that the Board be sensitive to those issues and demonstrate from a Fire Science perspective, why this was proper policy and not the District being over-reliant on the City as a primary responder. Commissioner Jung felt that the City needed to know that the Board addressed their concerns and had full-faith and credit and intention to reimburse them after the standard 12 hours.

Mr. Lipparelli indicated that a letter had been received from the City Manager explaining the direction City staff was given by the City Council. The letter explained if the Fire Board did not approve the version of the Agreement approved by the City Council, then the City Manager was authorized to give Notice of Termination of Mutual Aid.

Commissioner Jung asked who would deliver the revised Agreement to the City Council in order to justify or explain the revisions. Mr. Lipparelli understood the City Council would not be acting on the Agreement during the July 11th meeting. He said

the most that could be accomplished was for the City Council to see enough value in this approach and then direct the City Manager to not proceed with delivering the Notice of Termination.

Katy Simon, County Manager, noted that Chief Moore was willing to attend the meeting. Chief Moore confirmed he would take the operational concepts to the City Council.

In response to a question from Commissioner Humke about adding the SFPD, Mr. Lipparelli replied as a responding agency, the TMFPD would be the agency with a contractual duty to respond to a request for mutual aid from another department and that the SFPD since being consumed into the TMFPD would not be acting. If the City signed the revised agreement, Commissioner Humke asked if there was any disparity between this Mutual Aid Agreement and Mutual Aid Agreements with other entities. Mr. Lipparelli stated that the 12-hour standard was with all other partners and noted that the revised Agreement would have a better definition of mutual aid, which could be implemented into the other agreements as those were renewed.

Commissioner Breternitz said there was a consensus and agreed that staff and legal counsel needed to be present to clarify the revisions for the City Council.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Humke, it was ordered to approve the Mutual Aid Agreement with the City of Reno, as modified by the proposed changes, and that staff be present at the City Council meeting to explain the changes.

12-126SF AGENDA ITEM 6

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.

12-127SF AGENDA ITEM 7

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.

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12:09 p.m. There being no further business to come before the Board, on motion by Commissioner Humke, seconded by Commissioner Jung, which motion duly carried, the meeting was adjourned.

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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*

Cooperative Agreement between
Truckee Meadows Fire Protection District, Sierra Fire Protection District and
the City of Reno

◇

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, Truckee Meadows Fire Protection District, ("Truckee Meadows"), a Fire District formed under NRS Chapter 474 (hereinafter jointly may be referred to as the "Consolidated District"), and the City of Reno ("Reno"), a municipal corporation. At all times the parties may be referred to as "agency" or "agencies." This Agreement becomes effective when all governing bodies have approved this Agreement by an adopted resolution.

RECITALS

WHEREAS, Reno, Truckee Meadows and Sierra Fire are political subdivisions of the State of Nevada and each has the authority to maintain and operate fire/rescue agencies within their respective jurisdictions; and,

WHEREAS, the services of Reno, Truckee Meadows and Sierra Fire in providing fire and rescue services in mutual aid situations is in the best interests of the public and citizens of each jurisdiction; and,

WHEREAS, pursuant to a cooperative agreement Truckee Meadows is providing all fire and related emergency services to Sierra and all Sierra's employees and assets have transferred to Truckee Meadows and it is deemed in the best interests of the public and citizens of the affected jurisdictions that the "Consolidated District", as such term is defined in the Cooperative Agreement for Fire Service between Sierra Fire and Truckee Meadows, dated April 1, 2012, and Reno provide mutual aid to each other as set forth below, and

WHEREAS, the agencies to this Agreement 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 mutual aid in responding to fire and other emergencies when requested by a party to this Agreement,

NOW THEREFORE, based upon the above 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 party to this Agreement being Reno or the Consolidated District.

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12-1055F

7-10-12
1 TMFPD # 6
5 FPD # 5
presented by
Daryl Linnarelli

b. Assistance for Hire – If an Agency to this Agreement requests services not covered under Mutual Aid, those services shall be considered Assistance for Hire and the Requesting Agency shall be billed at the Responding Agency’s current rate for those services.

c. Mutual Aid – Mutual aid is fire based services provided pursuant to a specific request for assistance in the manner as set forth below and does not include Technical Rescue services. Mutual aid is the providing of emergency response services assistance across jurisdictional boundaries upon specific request due to an incident that exceeds the regular resources of the Requesting Agency such as the assistance needed during a natural disaster, mass transit accident or a multiple-alarm fire. “Automatic aid” is assistance on a continuing basis that causes the dispatching of resources from the nearest fire station automatically regardless of the jurisdictional boundary in which the incident is located. The parties hereby expressly acknowledge that this agreement is for Mutual Aid and is not intended and shall not be construed by or used by either party for Automatic Aid.

d. Requesting Agency - The agency which experiences a fire or rescue incident in which mutual aid assistance is sought shall be the “Requesting Agency.”

e. Responding Agency - The agency providing mutual aid assistance shall be the “Responding Agency.”

f. Technical Rescue Services – All Urban Search & Rescue and Water Entry Team responses shall be considered Assistance for Hire and billed from time of the request from the Requesting Agency.

2. Request for Mutual Aid. When a career officer of the Requesting Agency believes that mutual aid is necessary, a request for assistance shall be made by the Requesting Agency through dispatch to a Chief Officer of the Responding Agency. Each agency shall provide a telephone number(s) to their Chief Officers, which are listed for convenience and backup purposes only, and does not imply Mutual Aid requests be made directly by phone.

3. Mutual Aid Resource Determination. The Fire Chief or Battalion Chief for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, career 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. 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 and/or other rescue or emergency services.

4. **Hazardous Materials Team.** All hazardous materials responses in the jurisdiction of the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District shall be in accordance with the current Regional Hazardous Materials Response Agreement.

5. **Communications.** In mutual 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. Initial communications will be to the requesting dispatch center on the designated frequency. A tactical channel will be assigned by the Requesting Agency's Dispatch Center for incident communications.

6. **Incident Management.** 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 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. The incident commander shall be a qualified career fire officer.

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

- a. Mutual Aid for all fire based services incidents shall be provided without reimbursement for the first twelve (12) hours of response. Should the Responding Agency remain on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.
- b. For an incident that lasts longer than twelve (12) hours, reimbursement shall be invoiced and paid in accordance with the reimbursement rates established in Exhibits A and B. On multi-jurisdictional incidents and/or incidents that threaten both jurisdictions, the Agencies agree to jointly develop a cost-share agreement which details a fair distribution of the financial responsibilities of the incident.
- c. Reimbursement Rates will be calculated and invoiced as follows:
 1. Equipment—Responding Agency's current equipment rate schedule attached as Exhibits A and B.
 2. Personnel—Actual personnel costs based on backfill and/or callback rates for line personnel and actual costs for overhead personnel with supporting payroll documentation. While actual personnel costs will be billed, an example of current personnel rates are attached as Exhibits A

and B for demonstrative purposes only.

3. All equipment and personnel time will be rounded to the nearest ¼ hour.

4. Billing will include all documentation of times and rates.

d. The Requesting Agency is required to timely pay any invoice even if reimbursement of any kind is sought and received, whether through litigation, claims, or from FEMA or from any other agency or other third party (collectively referred to as "Third Party Reimbursement Request"). A Third Party Reimbursement Request or receipt of funding does not relieve the Requesting Agency from payment of Reimbursement Rates in accordance with the terms and conditions of this Agreement. The parties understand that if this Mutual Aid Agreement is in effect, FEMA will not reimburse the Responding Agency for the Mutual Aid services provided pursuant to this Agreement.

e. On incidents where costs are incurred pursuant to the terms of this Agreement, the Responding Agency shall submit a bill or estimate for reimbursement as soon as possible, but no later than one hundred twenty (120) days after the incident. If the total cost is not known at the time of initial billing or if additional costs are identified thereafter, additional invoices may be submitted for payment. Payment on the invoice shall be made within sixty (60) days.

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. A separate invoice will be submitted for each incident. Invoices will be identified by incident 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). Invoices for mutual aid assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the invoice will include all of the following:

1. Invoice with Total Amount Requested

2. Narrative Cover Letter

3. Incident Cost Summaries

4. Copies of Resource Orders and other Supporting Documentation

h. In no circumstances will either agency obligate, agree to or pay incident charges on behalf of the other agency without first obtaining express written permission from that agency.

8. Incident Report. For services rendered pursuant to this Agreement, if requested, the Responding Agency shall provide the Requesting Agency with an incident report within twenty (20) working days following completion of the incident, unless another time is mutually agreed to between the Fire Chiefs for the parties.

9. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, both agencies shall be deemed to employ jointly a person who is an employee of either agency 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 agency 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. The Agreement may be terminated by mutual consent of all of the agencies or unilaterally by either agency without cause upon thirty (30) days written notice. The agencies expressly agree that this Agreement shall be terminated immediately if for any reason any agency's funding ability supporting this Agreement is withdrawn, limited, or impaired, and if this event occurs, the affected agency shall immediately notify the other agency in writing. Notwithstanding the foregoing, if any agency has insufficient, limited or impaired funding, and requests mutual aid and mutual aid is provided by the Responding Agency, such Requesting Agency shall be financially responsible therefore to the Responding Agency.

The agencies shall review this Agreement, including the Attachments, annually prior to the commencement of the next fiscal year to determine whether or not to make a recommendation for a modification to the governing bodies of each respective agency. If the agencies do not have the opportunity to review the Agreement prior to the next fiscal year, this Agreement shall remain in force and effect until the Agreement is amended, modified, or is terminated pursuant to this Agreement.

11. Independent Agencies. The agencies are associated with each other only for the purposes, and to the extent set forth in this Agreement, and each agency is and shall be a public entity separate and distinct from the other party. Each agency 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. Nothing in this section shall restrict the agencies from asserting combined defenses to potential tort and other liability third-party liability claims and legal actions and each agency reserves the right to assert all available tort limitations

and other legal defenses set forth in NRS Chapter 41 and as otherwise available by any other law.

12. Hold Harmless. The agencies will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes or other legal defenses available by law. Contractual liability of both agencies shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying agency 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 signed by the respective parties hereto. Any modification to this Agreement shall be approved in the same manner as was the Agreement itself.

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. The agencies shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other agencies.

17. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The agency 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 agency 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. All disputes under this Agreement shall be instituted in a court of competent jurisdiction located in the County of Washoe, State of Nevada.

20. Ratification. This Agreement is effective when all governing bodies have approved this Agreement by an adopted resolution. It shall remain in full force and effect until terminated or modified in accordance with the terms and conditions of this Agreement.

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 agency at the following addresses:

Sierra Fire Protection District
Attention: Fire Chief
PO Box 11130
Reno, Nevada 89520

Truckee Meadows Fire Protection District
Attention: Fire Chief
PO Box 11130
Reno, Nevada 89520

Reno Fire Department
Attention: Fire Chief
P.O. Box 1900
Reno, NV 89505

cc: Reno City Attorney's Office
Attention: Chief Civil Deputy
P.O. Box 1900
Reno, NV 89505

Any agency 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.

22. Execution in Counterparts and Signatures. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature shall be valid for all purposes.

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

Dated this 7th day of July, 2012.

Truckee Meadows Fire Protection District

Robert M Larkin

Robert Larkin, Chairperson

ATTEST:

Dorey L. P.A. Chief Deputy
Washoe County Clerk

APPROVED AS TO FORM:

Paul McQuade
Washoe County Deputy District Attorney

Dated this 7th day of July, 2012.

Sierra Fire Protection District

Robert M Larkin

Robert Larkin, Chairperson

ATTEST:

Dorey L. P.A. Chief Deputy
Washoe County Clerk

APPROVED AS TO FORM:

Paul McQuade
Washoe County Deputy District Attorney

Dated this _____ day of _____, 2012.

CITY OF RENO

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

ATTEST:

City Clerk, City of Reno

APPROVED AS TO FORM:

Reno City Attorney

EXHIBIT A

RENO FIRE DEPARTMENT EQUIPMENT RATE SCHEDULE

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.

EMERGENCY OPERATIONS EQUIPMENT:

• Aerial Apparatus	\$125.00 per hour
• Structure Engine - Type I or II	\$105.00 per hour
• Brush Engine - Type III	\$85.00 per hour
• Rescue Unit	\$75.00 per hour
• Squad/Air Unit	\$75.00 per hour
• Haz Mat Unit	\$75.00 per hour
• Haz Mat Unit w/Trailer	\$85.00 per hour
• Heavy Rescue Unit	\$75.00 per hour
• Heavy Rescue Unit w/Trailer	\$85.00 per hour
• Water Rescue Unit	\$75.00 per hour
• Water Rescue Unit w/Boat	\$85.00 per hour
• Emergency Operations Command Van	\$75.00 per hour
• Other Emergency Operations Equipment	\$75.00 per hour

SUPPORT EQUIPMENT:

• Sedan	\$49.00 per day
• Pickup	\$55.00 per day
• Van	\$65.00 per day
• SUV	\$76.00 per day
• Mechanic Truck	\$76.00 per day
• Other Support Equipment	\$76.00 per day

RENO FIRE DEPARTMENT PERSONNEL RATE SCHEDULE

The below rates are for demonstrative purposes only. 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.

FIRE DEPARTMENT LINE PERSONNEL:

56 Hour Personnel – Portal to Portal Hourly Rates:

	Base Rate	Overtime Rate	Call Back Overtime Rate
Battalion Chief	\$ 37.93	\$ 56.90	\$ 79.52
Captain	\$ 27.67	\$ 41.51	\$ 58.01
Pump Operator/Driver	\$ 24.53	\$ 36.80	\$ 51.43
Firefighter - Step 4	\$ 22.28	\$ 33.42	\$ 46.70
Firefighter - Step 3	\$ 20.33	\$ 30.49	\$ 42.61
Firefighter - Step 2	\$ 18.37	\$ 27.56	\$ 38.52

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement)

FIRE DEPARTMENT OVERHEAD PERSONNEL:

40 Hour Personnel:

	Base Rate	Overtime Rate	Call Back Overtime Rate
<u>Portal-to-Portal Positions:</u>			
Division Chief	\$ 61.16	\$ 91.74	\$ 128.21
Training Captain	\$ 38.74	\$ 58.11	\$ 81.21
<u>Non-Portal-to-Portal Positions:</u>			
Investigator/Inspector	\$ 34.87	\$ 52.31	\$ 73.10
Mechanic	\$ 34.87	\$ 52.31	\$ 73.10
Logistics Officer	\$ 33.90	\$ 50.85	N/A
Emergency Dispatch Supervisor	\$ 37.37	\$ 56.06	N/A
Emergency Dispatcher	\$ 32.29	\$ 48.44	N/A

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS – Retirement)

CONTACT PERSONS AND PHONE NUMBERS

OFFICERS:

	<u>Office</u>	<u>Cellular</u>
• Fire Chief, Mike Hernandez	775-334-2300	775-287-0529
• Division Chief / Operations, Tim O'Brien	775-334-2300	775-336-8188

EXHIBIT B

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT/SIERRA FIRE PROTECTION DISTRICT PERSONNEL AND EQUIPMENT RATE SCHEDULE

The following reimbursement rates apply to responses under the terms and conditions of the parties' current "Cooperative Aid Agreement". All rates based on actual cost to the District. Billed rate will be at the actual cost and may be lower than the rate quoted in this document.

Backfill (for 56 hour personnel only) personnel and their invoices amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted. All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Fire Board.

PERSONNEL RATES:

40 Hour Rate	Regular		
Chief	65.96		
Division Chief	58.95		

40 Hour Rate	Regular	OT	CB OT
Fire Marshal	54.57	81.86	114.39
Fire Inspector	35.37	53.05	74.14
Logistics Officer	31.50	47.25	66.03
Training Captain	42.89	60.68	84.81

56 Hour Rate	Regular	OT	CB OT
Battalion Chief	41.29	58.42	81.64
Captain	30.62	43.34	60.57
Operator	26.78	37.89	52.95
Paramedic	25.74	38.61	53.95
Firefighter	23.84	33.74	47.15

Rate Definitions:

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 39.75% (PERS - Retirement)

All rates include 8.46% Workers Comp Cost

FIRE CREW/FUELS MANAGEMENT:

The District fire crew is administered as assistance by hire resource. The District 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.

EMERGENCY OPERATIONS 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 is not included in portal to portal pay provisions; however usage will be reimbursed at the rate indicated in the rate schedule. Equipment rates do not reflect personnel costs.

- Structure Engine - Type I or II \$85.00/hr
- Brush Engine - Type III \$70.00/hr
- Water Tender \$70.00/hr
- Patrol Truck – Type VI \$50.00/hr

SUPPORT EQUIPMENT RATES:

County or Fire District Owned Vehicles:

- Pickup \$86.00 per day plus .55 per mile
- Van \$109.00 per day plus .55 per mile
- SUV \$96.00 per day plus .55 per mile
- Other \$96.00 per day plus .55 per mile (3/4 ton & above)
- Polaris UTV \$100.00/day (must be ordered via resource order)

Fire Crew – Equipment:

- Superintendent Vehicle \$104.00/ daily plus .55 per mile
- Crew Carrier \$260.00/ daily
- Patrol Truck \$50.00/ Hr
- Chain saws \$5.00/hr (must be ordered via resource order)
- Polaris UTV \$100.00/day (must be ordered via resource order)
- Van \$109.00/day plus .55 per mile
- Pick up \$86.00/day plus .55 per mile
- Masticator \$65.00/Hr.

CONTACT PERSONS AND PHONE NUMBERS

OFFICERS:

	<u>Office</u>	<u>Cellular</u>
• Fire Chief, Charles Moore	328-6123	313-8903
• Division Chief / Operations, Tim Leighton	328-6125	315-6649