

Item # 53B

**City of Carson City
Agenda Report**

Date Submitted: 6-26-07

Agenda Date Requested: 7-5-07

Time Requested: Consent

To: Mayor and Supervisors

From: Stacey Giomi, Carson City Fire Chief

Subject Title: Action to approve the "Resolution Adopting And Approving Cooperative Agreement For Automatic And Mutual Aid Between Carson City, City of Reno and Truckee Meadows Fire Protection District."

Staff Summary:

Type of Action Requested:

(check one)

☒ Resolution

☐ Ordinance

☐ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve the "Resolution Adopting And Approving Cooperative Agreement For Automatic And Mutual Aid Between Carson City, City of Reno and Truckee Meadows Fire Protection District."

Explanation for Recommended Board Action: The Fire Department maintains mutual aid agreements with all adjoining fire departments and fire districts. These agreements allow us to develop automatic aid areas in which departments respond simultaneously to ensure rapid delivery of emergency services to citizens of the affected counties. Without these mutual and automatic aid responses, we would be severely hampered in our ability to provide immediate assistance. This agreement does include the provision of emergency assistance, for free, for a limited time (24 hours).

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277

Supporting Material: Cooperative Agreement for Mutual and Automatic Aid between Carson City Fire Department and the City of Reno/Truckee Meadows Fire Protection District.

Prepared By: Giomi

NOTE: Need signatures on 4 original agreements.

Reviewed By:

(Fire Chief)

Date: 6/26/07

(City Manager)

Date: 6/26/07

(District Attorney)

Date: 6-26-07

(Finance Director)

Date: 6/26/07

Board Action Taken:

Motion: _____

1)
2)

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION ADOPTING AND APPROVING COOPERATIVE
AGREEMENT FOR AUTOMATIC AND MUTUAL AID
BETWEEN
CARSON CITY, CITY OF RENO AND
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

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 Carson City, 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 agreement is attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the Cooperative Agreement for Automatic and Mutual Aid between Carson City, 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 Cooperative Agreement for Automatic and Mutual Aid between Carson City, 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 Carson City, 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 shall be sent to the City of Reno and the Truckee Meadows Fire Protection District.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and adopted
this _____ day of _____, 2007 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

**Cooperative Agreement for Mutual and Automatic Aid
between
Carson City Fire Department and the
City of Reno/Truckee Meadows Fire Protection District
◇**

This agreement ("Agreement") is made and entered into by the Carson City Fire Department, (hereinafter referred to as "Carson Fire") and the City of Reno, a municipal corporation ("City"), and Truckee Meadows Fire Protection District ("TMFPD"), a Fire District formed under NRS Chapter 474 (City and TMFPD may jointly be referred to as the "Consolidated Department") and is effective on the date of the final approval of all parties to this Agreement.

RECITALS

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

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

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, both mutual and automatic aid, in responding to fire and other emergencies when requested by the other party; and,

WHEREAS, pursuant to NRS 277.045, cooperative agreements 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,

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

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

a. **Automatic Aid** – Automatic Aid means both the Consolidated Department, in accordance with its dispatch protocols and Carson Fire are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Appendices A and B.

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

c. **Requesting Agency** - The agency which experiences an incident in which assistance, whether Mutual Aid or Automatic Aid, is sought shall be known herein as the Requesting Agency.

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

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 to the Responding Agency's Fire Chief or any on duty Battalion Chief of 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. **Mutual Aid Resource Determination.** The Battalion Chief for the Responding Agency shall determine whether it has sufficient resources available to provide Mutual Aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities 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 services.

4. **Automatic Aid.** The parameters and or areas of Automatic Aid and the attendant response areas are set forth in Appendices A and B. Appendices A and B may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revised appendices must be signed by the Fire Chiefs or duly authorized designee, approved by the respective governing bodies, and provided to the respective City or County Clerks before they are effective

5. **Communications.** In both Mutual Aid and Automatic Aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.

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.

7. **Reimbursement.** Both Mutual Aid and Automatic Aid shall be provided without expectation of reimbursement with the exception of wildland incident that last longer than twenty-four (24) hours from the time of response to the request for Mutual 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 twenty-four (24) hours, the designated representative for each of the parties shall attempt to meet and confer to allocate the costs of the incident between the parties. 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 twenty-four (24) hours have expired upon being provided with a statement of those expenses.

8. **Haz-mat and Technical Rescue Reimbursement.** Personnel and mechanized equipment will be treated as Mutual Aid as in paragraph 7 above. All disposable, technical, or protective equipment destroyed as a result of the Mutual Aid response will be reimbursed by the Requesting Agency within 90 days of receipt of invoice documenting such lost equipment,

9. **Incident Report.** For services rendered pursuant to this Agreement, the Responding Agency shall provide the Requesting Agency with an incident report within twenty (20) calendar days following completion of the incident.

10. **Worker's Compensation.** Each party shall furnish and maintain throughout the term of this Agreement worker's compensation insurance to cover its own employees as required by Nevada Revised Statutes. 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. **Termination.** The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon thirty 30 days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.

12. **Independent Agencies.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement. Each party is and shall be a public

agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the 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.

13. Hold Harmless. The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. 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.

15. Integration and Modification. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

16. 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.

17. 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.

18. 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.

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

20. 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.

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

22. 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:

Carson City Fire Department
Fire Chief
777 S. Stewart St
Carson City, NV 89701

Consolidated Department
Fire Chief, Reno Fire Department
200 Evans Ave.
Reno, NV 89501

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 parties hereto have caused this Agreement to be executed as of the day and year herein below.

Dated this _____ day of _____, 2007.

Carson City

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

APPROVED AS TO FORM:

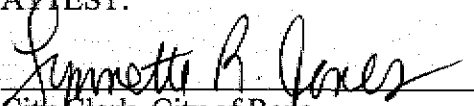
District Attorney

CITY OF RENO



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

ATTEST:



Lynnette R. Jones
City Clerk, City of Reno

APPROVED AS TO FORM:



Tracy L. Chase
Reno City Attorney

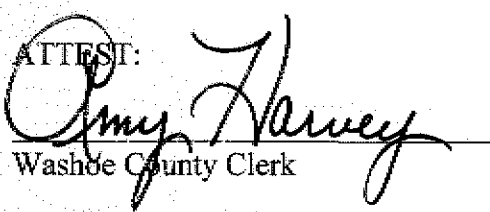


TRUCKEE MEADOWS FIRE PROTECTION DISTRICT



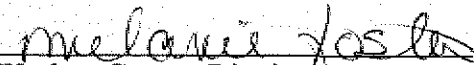
Robert Larkin, Chairperson 4/10/07
Truckee Meadows Fire Protection District
Board of Commissioners

ATTEST:



Amy Harvey
Washoe County Clerk

APPROVED AS TO FORM:



Melanie Foster
Washoe County District Attorney

APPENDIX A

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

1. AUTOMATIC AID AREAS

The following areas are designated as Automatic Aid response, wherein both parties are automatically dispatched to any incident:

A. **AUTOMATIC AID RESPONSE AREAS WITHIN THE CARSON CITY FIRE DEPARTMENT**

The Consolidated Department will respond one piece of apparatus to all alarms in the following areas:

Still Alarm

- Accidents on Lakeview Hill from the Washoe County Line to N. Carson St.

First Alarms

- Lakeview Hill from the Washoe County Line to N. Carson St.
- Lakeview Estates from US. 395 to the intersection of Combs Canyon Rd and the southern segment of Weise Rd.

Second Alarms or greater

- Anywhere in Carson City Jurisdiction either to fill-in at a Carson City Station or to the incident

B. **AUTOMATIC AID RESPONSE AREAS WITHIN THE CONSOLIDATED DEPARTMENT**

The Carson City Fire Department will respond one piece of apparatus to the following locations:

Still Alarms (Reno First):

- Accidents on Lakeview Hill from the Washoe County Line north to the South Eastlake Blvd.

First Alarms (Reno Second) :

- All Areas East of US 395, South of Washoe Lake From US 395 to the Griel Ranch/Scripps Ranch Road
- All areas on Duck Hill Rd.

Second Alarm (Reno Third) or greater:

- All Reno TMFPD Jurisdictions From Carson City Limit to Mt.Rose Highway either to fill-in at a Reno Station or to the incident

2. PARAMETERS OF AUTOMATIC AID

The following are the parameters under which Automatic Aid will be provide to the respective jurisdictions:

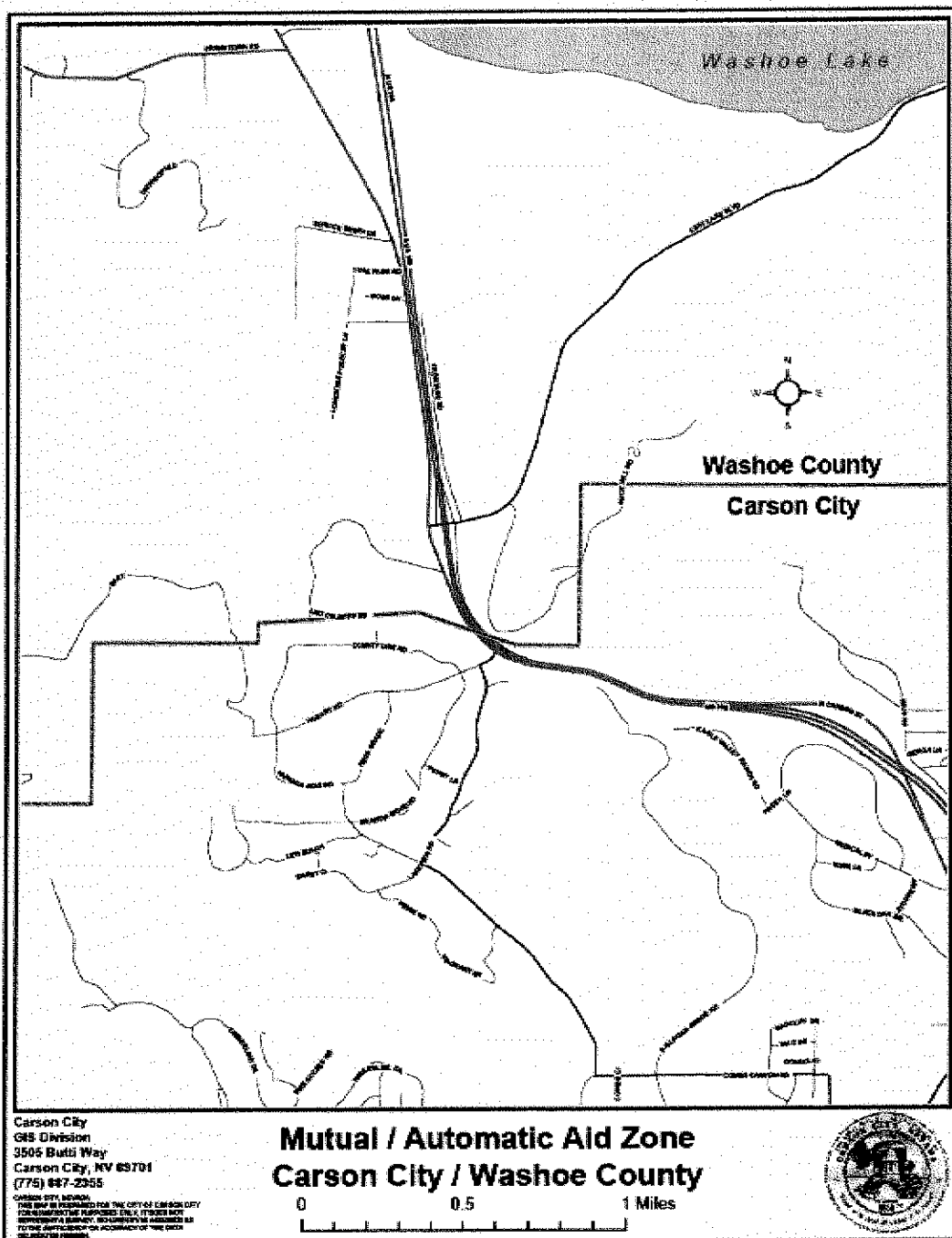
A. REQUEST BY CARSON CITY

Automatic Aid assistance will include a brush company response on all reported brush fires and an engine company response to all reported structure fires, medical assistance calls, or any other type of emergency incident within the area of Automatic Aid.

B. REQUEST BY RENO/TMFPD

Automatic Aid assistance will include a brush company response on all reported brush fires and an engine company response to all reported structure fires, Engine Company or rescue unit to medical assistance calls, or any other type of emergency incident within the area of automatic response.

APPENDIX B MAPS OF AUTOMATIC AID AREAS



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