

**City of Carson City
Agenda Report**

Date Submitted: 6-12-12

Agenda Date Requested: 6-21-12

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: For Possible Action: To authorize the mayor to sign a Cooperative Agreement between Carson City and the Truckee Meadows Fire Protection District. *(Stacey Giomi)*

Staff Summary: This document is a mutual aid agreement between Carson City and the Truckee Meadows Fire Protection District. The document provides the details of how to provide mutual assistance between the agencies for responses to emergency incidents. The document delineates specific information about operational procedures, district boundaries, and parameters under which assistance will be provided, including provisions for reimbursement outside of mutual aid responses.

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: To authorize the mayor to sign a Cooperative Agreement between Carson City and the Truckee Meadows Fire Protection District..

Explanation for Recommended Board Action: By entering into this agreement, Carson City strengthens its ability to respond to emergency incidents by joining forces with a similar agency to provide reciprocal services.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: Undetermined – based upon number of incidents that we respond to and then only if the response is not of a mutual aid nature.

Explanation of Impact: It is not possible to determine the fiscal impact. The impact will be based upon the number and severity of incidents responded to. This agreement will allow the City to both receive and provide fire assistance through the exchange of resources with the Truckee Meadows Fire Protection District. Funds will only exchange hands if the assistance provided exceeds the “free” period as defined in the agreement.

Funding Source: N/A

Supporting Material:

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By:

R. Stacey Giomi
(Fire Chief)

Date: 6/12/12

[Signature]
(City Manager)

Date: 6/12/12

[Signature]
(District Attorney)

Date: 6/12/12

Danay Paulino
(Finance Director)

Date: 6/12/12

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

NOTE: There are multiple original contracts for signature. One copy to be maintained by the Clerk Recorder for the official file, other copies to be returned and processed by the Fire Department.

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

◇

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District on its behalf and on behalf of the Sierra Fire Protection District, which has consolidated into the Truckee Meadows Fire Protection District (hereinafter the "TMFPD"), both fire districts formed under NRS Chapter 474, and Carson City on behalf of the Carson City Fire Department (CCFD), a municipality of the State of Nevada. 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 TMFPD and the Sierra Fire Protection District are now consolidated for operation purposes administered by TMFPD; and,

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

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that TMFPD and CCFD provide both automatic aid and mutual aid to the other as set forth herein; and,

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 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 Representative** - This person serves as the point of contact for the responding or requesting agency and has been delegated authority to make decisions on matters affecting that agency's participation at the incident.
- b. **Annual Operating Plan** - The parties will meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
- c. **Assistance by Hire** - Assistance by hire is the provision to provide fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the AOP.

- d. Automatic Aid – Automatic aid means both parties are automatically dispatched, without a specific request, to an incident occurring in a designated area.
 - e. Mutual Aid – Mutual aid may be provided in the event of a specific request for assistance as set forth below.
 - f. Requesting Agency - The agency which experiences an incident in which assistance, whether mutual aid or automatic aid, is sought shall be known herein as the Requesting Agency.
 - g. Responding Agency - The agency providing assistance, whether through mutual aid or automatic aid, shall be known herein as the Responding Agency.
2. **Request for Mutual Aid.** When it is believed that mutual aid is necessary, a request for assistance shall be made by the most expedient manner possible. Both agencies shall provide a telephone number or telephone numbers to the other agency which should be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other parties' radio frequency.
3. **Mutual Aid Resource Determination.** The Battalion Chief for the Responding Agency shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Agency has resources available to respond to the request for assistance, the Responding Agency will furnish the Requesting Agency fire fighting equipment, personnel and facilities. Neither agency is obligated to reduce the level of resources available in the responding jurisdiction below that deemed reasonably necessary to provide the residents of the Responding Agency's jurisdiction with fire suppression services.
4. **Automatic Aid.** The parameters of Automatic aid and the attendant response areas are set forth in AOP. The AOP may be modified by mutual agreement of the Fire Chiefs for the parties provided that the revisions are signed by the Fire Chiefs or duly authorized designee and provided to the respective County Clerks before they are effective.
5. **Communications.** In both mutual and automatic aid situations, the operating frequency will be designated by the Requesting Agency's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. All communications will be to the requesting dispatch center on the designated frequency.
6. **Incident Management.** Any mutual or automatic aid extended under this Agreement is done with the express understanding that personnel of the Requesting Agency shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an incident management team. Pursuant to this authority, the Requesting Agency, the agency which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.

- 7. Mutual/Automatic Aid.** Mutual aid and automatic aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All mutual or automatic aid provided beyond (24) twenty-four hours will be considered assistance by hire.

If reimbursement is available as a result of a declaration of disaster, grant, and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning from the time of initial dispatch from the Responding Party's home base, to the time of return to the home base. Events that are cost recoverable and/or payable through State or Federal Funding, or from third parties determined responsible shall be reimbursable. All reimbursement shall be based upon rates established in the AOP.
- 8. Assistance by Hire.** Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. Except for mutual and automatic aid, all requests for fire suppression assistance shall be assistance by hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution. Agencies to this agreement will provide current Assistance by Hire rate schedules and updates when rates change. The rates will be posted and updated in the AOP.
- 9. Incident Management Teams.** Salary, benefits, overtime, and transportation for department personnel assigned to an Incident Management Team that is utilized by the Requesting Agency to manage their incident, through delegation of authority, will be considered assistance by hire.
- 10. Equipment.** The Responding Agency is responsible for the operation, service and maintenance of their equipment during incident operations on the jurisdiction of the Requesting Agency. The Requesting Agency shall be responsible to pay or reimburse for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed, except for damage that occurred as a result of negligence by the Responding Agency. Replacement or reimbursement to the Responding Agency by the Requesting Agency will occur within 90 days of receipt of an invoice documenting such equipment.
- 11. Incident Report.** Upon request, the Responding Agency to a mutual aid incident shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- 12. Worker's Compensation.** For the limited purpose of the exclusive remedy set forth in NRS 616A020, both parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

- 13. Independent Agencies.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
- 14. Hold Harmless.** The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- 15. Third Party Beneficiaries.** This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third party beneficiaries for any person or entity.
- 16. Integration and Modification.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
- 17. Severability.** If any provision 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.
- 18. Assignment.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.
- 19. Public Records.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 20. Proper Authority.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this

Agreement and that the parties are authorized by law to engage in the cooperative action set forth in this Agreement.

- 21. Governing law; Jurisdiction.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
- 22. Ratification; Term; Termination.** This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the parties as a condition precedent to its entry into force and shall remain in full force and effect for five years, unless terminated earlier by either party without cause, provided that a termination shall not be effective until 90 days after a party has served written notice of termination to the other party.
- 23. Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the parties' respective governing boards. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District

Charles A. Moore, Fire Chief
PO Box 11130
Reno, NV 89520-0027

Carson City Fire Department

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

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

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

Dated this _____ day of _____, 2012.

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

**CARSON CITY FIRE
FIRE DEPARTMENT**

ROBERT M. LARKIN, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners

ROBERT L. CROWELL
Mayor Carson City

ATTEST:

ATTEST:

Washoe County Clerk

Carson City Clerk

**Annual Operating Plan Between
Truckee Meadows Fire Protection District and Carson City Fire Department**

Carson City Fire Department

EQUIPMENT

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

Structure Engine (Type 1 or 2)

(Type 1 Staffed with 4, Type 2 staffed with 3)

\$352/hr

Brush Engine – Type 3 through Type 6

(Staffed with 2-3)	\$267/hr
Water Tender (Staffed with 2)	\$225/hr
Squad/Air Unit (Staffed with 2)	\$225/hr
Haz Mat Unit (No staffing – vehicle only)	\$215/hr
Ambulance (ALS) (Staffed with 2)	\$220/hr

PERSONNEL

Personnel responding to an incident on an overhead resource order (“O” number) will be billed on a portal to portal basis. Vehicles used by overhead personnel will be billed on a daily rate (calendar day) and do not include mileage. Portions of one day will count as a full day. The rate schedule for vehicles is listed below.

Chief Officer	\$107/hr
Captain	\$52/hr
Driver/Operator	\$47/hr
Firefighter/Paramedic	\$47/hr
Firefighter	\$42/hr
Investigator/Inspector	\$62/hr

VEHICLES

Sedan	\$45/day + \$.56/mile
Pickup (1/2 ton or smaller)	\$55/day + \$.56/mile
Van	\$65/day + \$.56/mile
Pickup (3/4 or larger) & SUV	\$80/day + \$.56/mile

CONTACT PERSONS AND PHONE NUMBERS

R. Stacey Giomi, Fire Chief
(775) 283-7150 cell (775)721-8636

STATION LOCATIONS

Station #51 – 777 S. Stewart St., 89701
 Station #52 – 2600 College Parkway, 89706
 Station #53 – 4649 Snyder Ave., 89701
 Station #54 (Seasonal wildland station) – 2222 W. College Parkway, 89703

DUNS NUMBER

782889851

TAX ID NUMBER

88-6000189

MAILING ADDRESS

Carson City Fire Department
777 S. Stewart St.
Carson City, NV 89701
Phone: (775) 887-2210
Fax: (775) 887-2209

FREQUENCIES TO BE USED

RX	TX	RX Tone	TX Tone	USE
154.4300	153.8450	71.9	71.9	Main
154.1450	154.1450	N/A	N/A	Tac 1
155.6850	155.6850	N/A	N/A	Tac 2

Truckee Meadows/Sierra Fire Protection District**PERSONNEL AND EQUIPMENT BILLING RATES**

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 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 Board.

EQUIPMENT RATES

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.

- 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)

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)

FIRE CREW/FUELS MANAGEMENT

The TMFPD 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 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

Charles A. Moore, Fire Chief
(775) 775.328.6123 cell (775).313.8903

Station Locations

Career - TMFPD

Station #13 – 10575 Silver Lake Road, Stead,
Station #14 - 12300 Old Virginia Rd., Reno
Station #15 – 110 Quartz Lane, Sun Valley
Station #16 – 1240 E. Lake Blvd., Washoe Valley
Station #17 – 500 Rockwell Blvd. Spanish Spring
Station #18 – 3680 Diamond Peak Dr., Cold Springs
Station #37 - 3255 W. Hidden Valley Dr., Hidden Valley

Career - SFPD

Station #30 – 3905 Old Hwy 395, Washoe Valley
Station #35 – 100 South Boomtown/ Garson Rd., Verdi
Station #36 – 13500 Thomas Creek Rd., Reno
Station #39 – 4000 Joy Lake Road, Reno

Volunteer – TMFPD

VFD #220 – 3405 White Oak Pkwy., Cold Springs
VFD #221 – 11525 Red Rock Rd., Silver Lake
VFD #223 – 130 Nectar St., Lemmon Valley
VFD #225 – 400 Stamphill, Wadsworth
VFD #226 – 3255 W. Hidden Valley Dr., Hidden Valley
VFD #227 – 3010 Lakeshore Blvd., Washoe Valley
VFD #229 – 6015 Ironwood Rd., Palomino Valley
VFD #237 – 12300 Old Hwy 395 South, Pleasant Valley

Volunteer – SFPD

VFD #301 – 345 Bellevue Rd., Washoe Valley
VFD #321 – 250 South Avenue, Cold Springs
VFD #331 – 11005 Longview Lane, Reno

VFD #351 – 165 Bridge St., PO Box 232, Verdi
VFD #381 – 16255 Mt. Rose Hwy., Reno

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

MAILING ADDRESSES OF BOTH

Truckee Meadows/Sierra Fire Protection District
PO Box 11130
1001 E. Ninth Street
Reno, NV 89520-0027
(775) 328-3605
(775) 328-6185 fax

FREQUENCIES TO BE USED FOR WILDLAND FIRES

<u>RX</u>	<u>TX</u>	<u>TX Tone</u>	<u>USE</u>
158.745	159.390	See below	TM Main
158.880	158.880		TM VHF Tac 1
158.940	158.940		TM VHF Tac 2

REPEATER TONES

Tones	Frequency	Name
1	107.2	TM Slide
2	118.8	TM Peavine
3	136.5	TM Virginia Peak
4	127.3	TM Gerlach

BILLING ADDRESS

Charles A. Moore, Fire Chief
Truckee Meadows Fire Protection District
P.O. Box 11130
Reno, NV 89520-0027

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

APPROVED BY:

_____ Charles A. Moore, Fire Chief Truckee Meadows Fire Protection District/Sierra Fire Protection District	_____ Date
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Robert S. Giomi

Stacey Giomi, Fire Chief
Carson City Fire Department

6/12/12

Date

ATTEST:

ATTEST:

Washoe County Clerk

Carson City Clerk