

**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 City of Reno. (*Stacey Giomi*)

Staff Summary: This document is a mutual aid agreement between Carson City and the City of Reno. The document provides the details of how we will 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 City of Reno.

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 City of Reno. 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)
[Signature]
(City Manager)
[Signature]
(District Attorney)
Barry Paulson
(Finance Director)

Date: 6/12/12

Date: 6/12/12

Date: 6/12/12

Date: 6/12/12

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(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
Carson City and the
City of Reno**

◇

This agreement ("Agreement") is made and entered into by City of Carson, a consolidated municipality (hereinafter referred to as "Carson") and the City of Reno (hereinafter referred to as "Reno") and is effective as of July 1, 2012, provided both governing bodies have approved this Agreement by an adopted resolution.

RECITALS

WHEREAS, Reno and Carson are political subdivisions of the State of Nevada and each maintains and operates fire/rescue agencies (may be referred singularly as "agency" or combined as "agencies") within their respective jurisdictions; and,

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

WHEREAS, NRS 277.045 permits any two or more political subdivisions of the State, to enter into a cooperative agreement for the performance of any governmental function. Such an agreement may include the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and,

WHEREAS, NRS 277.045 further provides that if more than \$25,000 is anticipated to be expended to carry out the cooperative agreement, that "the 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 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 mutual aid assistance in responding to fire and other emergencies when requested by a party to this Agreement and it is possible that expenditures under any given fiscal year for this agreement could exceed the sum of \$25,000; 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. Agency – shall mean either party to this Agreement being Reno or Carson.

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 as set forth below.

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."

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 any on duty Battalion Chief or Fire 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 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, 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 sole 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. 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.

5. 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.

6. 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 expectation of 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. In regards to an incident that lasts longer than twelve (12) hours, reimbursement shall be invoiced and paid in accordance with the reimbursement rates established in Exhibit A. 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 Exhibit A.
 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 Exhibit A 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. 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.

7. **Incident Report.** For services rendered pursuant to this Agreement and upon request, 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.

8. 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.

9. 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 agency's shall strive to have staff 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 the agency's. 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 or modified pursuant to Section 13 or is terminated pursuant to this Section.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Assignment. Neither agency shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other agency.

16. 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.

17. 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.

18. 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.

19. 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 until terminated in accordance with the terms and conditions of this Agreement.

20. 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:

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

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.

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 _____, 2012.

Carson City

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST:

City Clerk, Carson City

APPROVED AS TO FORM:

Carson City 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

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	\$ 35.40	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)

CARSON CITY FIRE DEPARTMENT RATE SCHEDULE

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