

STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 1, 2022
Staff Contact:	Sean Slamon		
Agenda Title:	For Possible Action: Discussion and possible action regarding an interlocal contract between Carson City and the Truckee Meadows Fire Protection District ("TMFPD") for mutual and automatic aid (the "Cooperative Agreement"), and authorization for the Mayor t sign the Cooperative Agreement and for the Fire Chief to sign the annual operating plans. (Sean Slamon, sslamon@carson.org) Staff Summary: The proposed Cooperative Agreement sets the terms for mutual aid and automatic aid between the Carson City Fire Department and TMFPD for emergency incident response.		Protection District ("TMFPD") for t"), and authorization for the Mayor to
Agenda Action:	Formal Action / Motion	Time Requested	: Consent

Proposed Motion

I move to approve the interlocal contract as presented and to authorize the Mayor to sign the contract and the Fire Chief to sign the annual operating plans.

Board's Strategic Goal

Safety

Previous Action

July 6, 2017 (Item 16A): The Board of Supervisors ("Board") approved an interlocal contract between the City and TMFPD for mutual and automatic aid.

June 21, 2012 (Item 8-6B): The Board approved an interlocal contract between the City and TMFPD for mutual and automatic aid.

Background/Issues & Analysis

By entering into this Cooperative Agreement, the City strengthens its ability to respond to emergency incidents by joining forces with a similar agency to provide reciprocal services. The proposed Cooperative Agreement presented to the Board today does not contain any significant deviations from the agreements with TMFPD approved in 2012 and 2017.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 227.180 and 474.163

Financial Information Is there a fiscal impact? Yes

If yes, account name/number: Unknown – Based upon number of incidents.

Is it currently budgeted? No

Explanation of Fiscal Impact: The impact will be based upon the number and severity of incidents responded to. The first 24 hours of requested aid are deemed automatic aid and shall be provided to requesting agency without expectation of reimbursement. All mutual aid provided beyond 24 hours is deemed "Assistance by Hire", and reimbursable by the requesting agency or, if an emergency is declared, by various forms of federal assistance.

Alternatives

Do not approve the interlocal contract and/or provide alternative direction.

Attachments:

2022 Carson City - TMFPD Cooperative Agreement.pdf

2022 Carson City - TMFPD Operating Plan .pdf

Board Action Taken:

Motion:	1)	Aye/Nay
	2)	

(Vote Recorded By)

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

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In accordance with NRS 277.180, this Cooperative Agreement ("Agreement") is made and entered into by and between the Truckee Meadows Fire Protection District (hereinafter the "TMFPD"), a fire district formed under NRS Chapter 474, and Carson City, a consolidated municipality, on behalf of the Carson City Fire Department ("CCFD"). At times herein the parties may be referred to as "agency" or "agencies." This Agreement is effective upon approval and execution by all agencies.

RECITALS

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

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

WHEREAS, it is deemed in the best interests of the public and citizens of the affected jurisdictions that 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 277.180, 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 agency; 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 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. Operating Plan - The agencies will meet annually, to prepare an operating plan (OP). This OP 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 agency on a reimbursement basis. All reimbursement shall be based upon rates established in the OP.

d. Automatic Aid - Automatic aid means both agencies 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 agency may operate on the other agency's radio frequency.

3. Mutual Aid Resource Determination. The Chief Officer 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 firefighting 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 the OP. The OP may be modified by mutual agreement of the Chief Officers for the agencies provided that the revisions are signed by the Chief Officers 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 Agency. 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 Agency'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 OP.

8. Assistance by Hire. Assistance by Hire is the provision of fire suppression resources, by one Agency to another, on a reimbursement basis. All reimbursements shall be based upon the rates established in the OP. 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.

9. Incident Management Teams. Salary, benefits, overtime, and transportation for agency 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 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.

13. Independent Agencies. The agencies are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each agency is and shall be a public agency separate and distinct from the other agency 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 agencies 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 agencies shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each agency shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other agency 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, it 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 and the OP 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 agencies hereto.

17. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the agencies shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

18. 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.

19. Public Records. Pursuant to NRS Chapter 239.010, information or documents may be open to public inspection and copying. The agencies will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. 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.

21. 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.

22. Ratification and Term. This Agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the agencies as a condition precedent to its entry into force and shall remain in full force and effect until June 30, 2027, unless terminated earlier by either agency with or without cause, provided that a termination shall not be effective until 90 days after an agency has served written notice of termination to the other agency.

23. Amendment. The agencies may amend this Agreement at any time by an endorsement made in writing and approved by the agencies respective governing boards.

24. Termination. The Agreement may be terminated by mutual consent of both agencies or unilaterally by either agency without cause upon 90 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.

25. 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:

Truckee Meadows Fire Protection District Charles A. Moore, Fire Chief 3663 Barron Way Reno, NV 89511

Carson City Fire Department Sean Slamon, Fire Chief 777 So. Stewart Street Carson City, Nevada 89701

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

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

Dated this ____ day of _____, 2022

Truckee Meadows Fire Protection District

Dated this _____ day of ______, 2022

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Board of Fire Commissioners

Vaughn Hartung, Chair

Lori Bagwell Mayor of Carson City

CARSON CITY

ATTEST:

ATTEST:

Washoe County Clerk

Carson City Clerk

Operating Plan Between Truckee Meadows Fire Protection District and Carson City Fire Department 2022-2023 07/01/2022-06/30/2023

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

2022-2023 BILLING RATES

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

APPARATUS 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	\$231.00/hr.
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- Ladder \$275.00/hr.
- Brush Engine Type III \$208.00/hr.
- Water Tender \$197.00/hr.
- Patrol Truck Type V \$133.00/hr.
- Patrol Truck Type VI \$133.00/hr.
- Rescue \$ 87.00/hr.
- Heavy Rescue \$206.00/hr.
- Air Truck \$174.00/hr.
- Fuel Truck \$ 87.00/hr.
- Water Rescue Unit w/Boats \$ 87.00/hr.
- Hazmat Unit \$260.00/hr.
- Heavy Mechanic Truck \$144.00/hr.
- Dozer Type I* \$208.00/hr. (Includes Fuel) or \$462.00/day stand-by
- Transport/Lowboy \$87.00/hr. plus \$2.00 per mile or \$2,310.00/day stand-by
- Dozer Chase* \$111.00/day plus 62.5 cents per mile

Mt. Rose Unit – May be any combination of Mt. Rose Units. Mt. Rose Units include Type V engines with personnel and overhead positions.

*Mutual/Automatic Aid request of Dozer or Hand Crew Unit(s) will be considered assistance by hire immediately from the time of order.

*Dozer requests will include Dozer Chase and two (2) personnel, qualified (1) Dozer/Operator and (1) HEQB. Personnel rates will vary depending on rank or the FSH 5109.34 Incident Position Matrix if a casual hire.

*Dozer will only be charged while on incident and not during travel status.

Transport/Lowboy will be charged the hourly rate during travel and stand-by rate while on incident.

SUPPORT VEHICLE AND EOUIPMENT RATES

Medical Equipment: Reimbursement will be made for expendable medical supplies such as drugs, IV fluids, cardio electrodes, etc. A pre-incident and post-incident inventory, approved by the Incident Commander, will be required for reimbursement request submitted with the billing package. If a pre and post-incident inventory cannot be obtained, an invoice of supplies consumed signed by the Incident Commander will suffice.

•	ALS, Durable Medical Equip. Kit	\$275.00/day
•	REMS Truck	\$125.00/hr.

County or Fire District Owned Vehicles:

• Command Vehicle \$111.00/day plus 62.5 cents per mile \$ 99.00/day plus 62.5 cents per mile • SUV/Pickup ($\frac{1}{2}$ ton and below) • Pickup (3/4 ton and above) \$111.00/day plus 62.5 cents per mile • Polaris UTV \$231.00/day (must be ordered via resource order) Privately Owned Vehicle .625 cents per mile • Masticator (Wet) \$185.00/hr. • • Ambulance \$144.00/hr. Chipper \$277.00/day • Tracked Chipper \$185.00/hr. • Chip Truck \$108.00/hr. • Dump Trailer \$ 34.00/day • Herbicide Trailer/Slip In \$ 34.00/day

PERSONNEL RATES

All personnel are charged consistent with the District's current labor agreements and/or resolutions as approved by the Board.

56-Hour Rate	Regular	ОТ	СВ ОТ
Battalion Chief	79.85	79.55	114.02
Fire Captain	61.97	61.74	88.49
Fire Engineer	55.91	55.70	79.84
Firefighter/Paramedic	52.39	52.19	74.81
Firefighter/Emt	42.23	42.08	60.32

40-Hour Rate	Regular	ОТ	СВОТ
Fire Chief	159.41		
Fire Deputy Chief/Ops	141.28		201.75
Fire Deputy Chief/Prevention	129.74		184.31
Division Chief	121.15	120.71	173.01
Battalion chief	98.51	98.15	140.68
Chief Fiscal Officer	94.54		
Training Captain	90.04	89.71	128.59
Fire Management Officer	81.36	89.28	115.58
Human Resources Manager	78.36		
Fire Captain - Prevention	72.92	80.02	103.6
Fire Equipment Fleet Manager	72.67	79.74	103.24
Fire Inspector I/Ii	70.52	70.25	100.7
Ems Coordinator	68.58	75.25	97.42
Firefighter/Paramedic	67.73	67.48	96.72
Communications Manager	63.87		
Executive Assistant	57.78	63.42	
Fire Mechanic	57.35	62.93	81.46
Crew Boss	48.95	53.72	69.55
Accountant	48.52	53.23	
Account Clerk	43.39	47.61	
Heavy Equipment Operator	40.81	44.78	57.98
Squad Boss	40.81	44.78	57.98
Human Resources Support Specialist	39.90	43.78	
Logistics Coordinator	39.04	42.84	55.46
Volunteer Program Assistant	38.38	42.12	
Crew Member	33.11	36.32	47.02
Administrative Support Specialist	43.39	47.61	
Senior Network Engineer	69.98	76.79	99.42

EMERGENCY WORKERS (CASUALS)

The District may employ Emergency Workers (Casual Hire) to cope with a sudden and unexpected emergency situation caused by a fire, or extreme fire potential, flood, storm, or any other all-hazard emergency to provide assistance to the District and/or cooperative partners.

Such hiring is purely temporary in duration, and will be terminated when other methods can be initiated.

Rate of pay will be determined by FSH 5109.34 – INTERAGENCY INCIDENT BUSINESS MANAGEMENT HANDBOOK, CHAPTER 10 – PERSONNEL, Interim Directive NO.: 5109.34-2019-1, dated April 01, 2019.

Casual hires shall be hired or invoiced as Assistance by Hire as listed in the Cooperative Agreement.

BILLING ADDRESS

Truckee Meadows Fire Protection District 3663 Barron Way Reno, NV 89511

CONTACT INFORMATION

Charles A. Moore, Fire Chief (775) 328-6123 Mobile (775) 313-8903

Chris Ketring, Deputy Chief (775) 326-6081 Mobile (775) 315-5805

Cindy Vance, Chief Fiscal Officer (775) 326-6070

Administrative Office (775) 326-6000 Fax (775) 326-6003

DUNS NUMBER

006811244

TAX ID NUMBER

EIN # 38-3856902

STATION LOCATIONS

Career Stations

Battalion 30 - South

Station 30 – 3905 Old Hwy 395, Washoe Valley Station 32 – 1240 E. Lake Blvd., Washoe Valley Station 33 – 470 Foothill Rd., Reno Station 36 – 13500 Thomas Creek Rd., Reno Station 37 – 3255 W. Hidden Valley Dr., Reno Station 39 – 4000 Joy Lake Rd., Reno

Battalion 40 - North

Station 40 - 10201 W. 4th St., Mogul

Station 42 - 3680 Diamond Peak Dr., Cold Springs

Station 44 – 10575 Silver Lake Rd., Stead

Station 45 – 5841 Sun Valley Blvd., Sun Valley

Station 46 – 500 Rockwell Blvd. Spanish Springs

Wildland Fuels Stations

Station #400 – 165 Bridge St., Verdi Station #440 – 130 Nectar St., Lemmon Valley

Volunteer Stations

Station #229 – 6015 Ironwood Rd., Palomino Valley Station #300 – 345 Bellevue Rd., Washoe Valley Station #320 – 3010 Lakeshore Blvd., Washoe Valley Station #430 – 11525 Red Rock Rd., Silver Lake

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)	\$355/hr
Brush Engine -Type 3 through Type 6 (Staffed with 2-3)	\$294/hr
Water Tender (Staffed with 2)	\$230/hr
Squad/Air Unit (Staffed with 2)	\$265/hr
Haz Mat Unit (No staffing -vehicle only)	\$245/hr
Ambulance (ALS) (Staffed with 2)	\$233/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	\$92/hr
Captain	\$63/hr
Driver/Operator	\$54/hr
Firefighter/Paramedic	\$50/hr
Firefighter	\$45/hr
Investigator/Inspector	\$85/hr

VEHICLES

Sedan	\$119/day + Current federal per-mile rate
Pickup (1/2 ton or smaller)	\$135/day + Current federal per-mile rate
Van	\$191/day + Current federal per-mile rate
Pickup (3/4 or larger) & SUV	\$224/day + Current federal per-mile rate

CONTACT PERSONS AND PHONE NUMBERS

Sean Slamon, Fire Chief (775) 283-7722 – Office (775) 842-1549 – Cell Aaron, Lowe, Deputy Fire Chief (775) 283-7162 – Office (530) 518-0013 – Cell

STATION LOCATIONS

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

TAX ID NUMBER

88-6000189

MAILING ADDRESS

Carson City Fire Department Station 51 777 S. Stewart Street Carson City, NV 89701 Phone: (775) 887-2210 Fax: (775) 887-2209 **IN WITNESS WHEREOF,** the parties hereto have caused this Annual Operating Plan between Carson City Fire Department and Truckee Meadows Fire Protection District to be executed as of the last day and year herein below.

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

Charles Moore, Fire Chief Truckee Meadows Fire Protection District Date

CARSON CITY FIRE DEPARTMENT

Sean Slamon, Fire Chief Carson City Fire Department Date