

COOPERATIVE AGREEMENT BETWEEN
THE TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
and the
CITY OF RENO

In accordance with NRS 277.045, this Cooperative Agreement ("Agreement") is made and entered into between the Truckee Meadows Fire Protection District, a Fire District formed under NRS Chapter 474 ("Truckee Meadows"), and the City of Reno, a municipal corporation ("Reno"), on behalf of the Reno Fire Department. (The parties may also be referred to in the singular as an "agency" or in the plural as "agencies.") This Agreement becomes effective when all governing bodies have approved the Agreement by an adopted resolution.

RECITALS

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

WHEREAS, the parties desire to serve the best interests of the public and citizens of their respective jurisdictions; and

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

WHEREAS, the parties desire to enter into a cooperative agreement pursuant to the Nevada Revised Statutes in order to provide for the circumstances and procedures under which the agencies will provide assistance to one another in responding to fire and other emergencies, including both mutual and automatic aid; and

WHEREAS, the parties agree that, pursuant to SB 185 (2015), each entity is responsible for establishing and defining the geographic areas for automatic aid so as to cause the fire-fighting vehicle located closest to a structure fire or brush fire to respond, regardless of jurisdiction; and

WHEREAS, the parties desire to supersede all previous Mutual and Auto Aid Agreements between Reno and the District, including, but not limited to, the Cooperative Agreement executed on September 21, 2015;

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 other under the following terms and conditions:

1. Definitions. The following terms shall have the meanings ascribed to them:

a. Agency Representative. A Chief Officer who has been delegated the authority to make decisions regarding the agency's participation at the incident.

b. AOP. An annual operating plan jointly prepared and agreed to by the parties at a meeting to be scheduled as close to annually as conveniently possible amongst the parties, which plan shall include current rates for use of each agency's equipment and personnel, a list of principal personnel of each agency, descriptions of the areas negotiated by the parties where automatic or mutual aid is required according to law and any other items identified in this Agreement. If an AOP has not been executed for the current fiscal year, the most recently executed AOP shall remain effective.

c. Assistance by Hire. The provision of fire suppression or support resources to another agency on a reimbursement basis in connection with situations other than Mutual Aid or Automatic Aid situations. All reimbursement shall be based upon rates established in the 2016 AOP attached hereto as Exhibit A.

d. Automatic Aid. An arrangement pursuant SB 185 (2015) in which the Agency that is responsible for the emergency fire-fighting vehicle located closest to a structure or brush fire is required to respond to and take all measures necessary to suppress the fire regardless of whether the fire occurs within the territory served by the Agency.

e. Mutual Aid. An arrangement in which a Requesting Agency has the ability to specifically request the assistance of a Responding Agency in connection with an incident requiring fire suppression services, to which the Responding Agency is obligated to respond, subject to the parameters set forth herein.

f. Requesting Agency. An agency in whose jurisdiction an incident requiring Mutual Aid or Automatic Aid occurs.

g. Responding Agency. The agency providing Mutual or Automatic Aid to the Requesting Agency.

2. Request for Mutual Aid. When a Requesting Agency determines that Mutual Aid is necessary to provide the best fire suppression services to an incident occurring in its jurisdiction, an Agency Representative may make a request to an Agency Representative of the Responding Agency in the most expedient manner possible. The preferred contact information for such circumstances shall be set forth in the AOP. Nothing in this provision shall prevent an agency from using other known telephone numbers to obtain assistance as expediently as possible, provided, however, that neither agency may submit a request for mutual aid on the radio frequency of the other agency.

3. Mutual Aid Resource Determination. When a request for Mutual Aid occurs, an Agency Representative of the Responding Agency shall determine, in his sole and absolute discretion, whether it has sufficient resources available to provide Mutual Aid and respond to the request. If an Agency Representative determines that the Responding Agency has the resources available to respond to the request for assistance, the Responding Agency shall furnish to the Requesting Agency whatever requested firefighting equipment, career personnel, and facilities that are available in the jurisdiction of the Responding Agency. Nothing in this provision shall be construed to require a Responding Agency to reduce the level of resources available in its jurisdiction below the level deemed reasonably necessary by the Responding Agency, in its sole and absolute discretion, to provide the residents of the Responding Agency's jurisdiction with fire suppression services.

4. Automatic Aid. When a Responding Agency receives an Automatic Aid dispatch call to an area negotiated by the parties as an automatic-aid area as described in the AOP attached as Exhibit A, the appropriate apparatuses shall be automatically dispatched to the incident by the Responding Agency in accordance with the terms of the AOP.

5. Communications. In both Mutual Aid and Automatic Aid situations, the operating frequency shall be designated by the Requesting Agency's dispatch center, concurrently with the request for assistance (in a Mutual Aid situation) or the automatic dispatching of Responding Agency assistance (in an Automatic Aid situation). All subsequent communications regarding the incident shall be to the Requesting Agency's dispatch center on the designated frequency.

6. Incident Management. In any incident triggering Mutual Aid under this Agreement, the personnel of the Requesting Agency shall remain in command of the incident, unless the command of the incident has been transferred to another agency or to an incident management team. In any incident triggering Automatic Aid, the agency arriving first shall assume incident command. In Automatic aid incidents, command will be passed to the Requesting Agency as soon practicable upon the arrival of a career officer of the Requesting Agency. In either Mutual Aid or Automatic Aid situations, the agency or incident management team in command may direct and supervise the equipment, facilities and personnel provided by the Responding Agency through the operation of this Agreement. The incident commander shall be a qualified career fire officer. In situations in which the Requesting Agency initially establishes command in the absence of a qualified career fire officer, command shall be transferred to a qualified career fire officer upon arrival of the Responding Agency, until such time as a qualified career fire officer from the Requesting Agency arrives at the incident.

7. Reimbursement. Unless otherwise provided in the Agreement, the following reimbursement terms shall apply in connection with requests for Mutual Aid and Automatic Aid:

a. Duration of response shall be calculated from the time of the request to the Responding Agency (in a Mutual Aid situation) or automatic dispatching of Responding Agency resources (in an Automatic Aid situation).

b. Non-reimbursable durations of response:

i. Mutual Aid for all fire based services shall be provided without expectation of reimbursement for the first twelve (12) hours of response. In the event that the Responding Agency remains on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Agency.

ii. Automatic Aid for all fire based services shall be provided without expectation of reimbursement for the first twelve (12) hours of response. The requesting agency shall make all diligent and reasonable efforts to release the Responding Agency from an incident as soon as practical and possible. In the event that the Responding Agency remains on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of automatic dispatching of the Responding Agency resources.

The above time frames for Mutual Aid or Automatic Aid may be re-evaluated and modified

pursuant to Paragraphs 16 and 22 of this Agreement.

c. In the event that a Mutual Aid incident lasts longer than twelve (12) hours, or an Automatic Aid situation lasts longer than twelve (12) hours, reimbursement to the Responding Agency shall be invoiced and paid in accordance with the reimbursement rates established in the AOP. 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.

d. Reimbursement rates shall be calculated as follows:

i. Equipment. The parties' equipment rate schedules are attached to the AOP as an Exhibit, are incorporated herein by this reference, and may only be changed as allowed in Paragraphs 16 and 22 of this Agreement.

ii. Personnel. The parties' personnel rates are attached to the AOP as an exhibit, are incorporated herein by this reference, and may only be changed as allowed in Paragraphs 16 and 22 of this Agreement. The Responding Agency will bill and provide supporting documentation to the Requesting Agency for actual costs incurred for assistance provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident by the requesting agency. Rates are documented in the AOP. Reimbursement will not be provided for both "backfill" and resources mobilized to an incident.

iii. Calculation. All equipment and personnel rates shall be rounded up to the nearest 1/4 hour.

iv. Documentation. Billing shall include documentation of times and rates.

e. In connection with incidents in which reimbursement is triggered pursuant to the terms of this Agreement, the Responding Agency shall submit an invoice or estimate for reimbursement as soon as reasonably possible, but no later than ninety (90) 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 to the Requesting Agency. Payment on the invoice shall be made within sixty (60) days after receipt. The parties understand and acknowledge that if this Agreement is in effect, FEMA will not reimburse the Responding Agency for the aid services provided pursuant to this Agreement.

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 agency; however, in no circumstance may an invoice for reimbursement pursuant to this Agreement be submitted more than 180 days after an incident.

g. A separate invoice shall be submitted for each incident. Invoices shall be identified by incident name, location, jurisdictional unit, and appropriate order number, and will be supported by adequate documentation and broken down by categories including apparatus type, engine number, and personnel responded. Invoices for fire based emergencies shall not include administrative overhead or other costs not requested by the authority having jurisdiction.

Documentation in support of the billing shall include:

- i. Invoice with total amount requested
- ii. Narrative cover letter
- iii. Incident cost summaries
- iv. CAD Report and other supporting documentation
- v. Copies of applicable cost share agreements

In no circumstances shall either agency agree to or pay incident charges on behalf of the other agency without first obtaining express written permission of the other agency.

h. If reimbursement is allowable under Mutual Aid or Automatic Aid, 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.

8. Assistance by Hire. Except for instances of Mutual Aid 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 and shall not be reimbursed. 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 following the agencies' joint written agreement to change those rates as allowed in Paragraphs 16 and 22 of this Agreement.

9. Hazmat Team. All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.

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 or willful acts or omissions 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. For services rendered pursuant to this Agreement, the Responding Agency to a mutual aid incident shall, upon request, 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, during circumstances where one party to this Agreement is providing Mutual or Automatic Aid to the other party, 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 Chapter 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 and case law. 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.

15. Third Party Beneficiaries. This Agreement is not intended to create, or to 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 attached AOP constitute the entire agreement of the parties and 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 of this agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties 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 party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

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 when all governing bodies have approved this Agreement by an adopted resolution pursuant to NRS 277.045. This Agreement shall remain in full force and effect unless terminated or amended as provided below.

22. Amendment. The parties may amend this Agreement or the AOP at any time by an endorsement made in writing and approved by the Truckee Meadows Fire Protection District and the Reno City Council.

23. Termination. The Agencies understand that SB 185 (2015 Session), which requires the Agencies to provide automatic aid to one another will expire on June 30, 2017, unless such provisions are extended by the legislature. Notwithstanding the expiration date contained in SB 185, the Agencies wish to extend the term of this Agreement to June 30, 2019. Any Agency may terminate this agreement upon 30 days' written notice to the other Agencies. The Agencies shall strive to review the Agreement and the AOP annually to determine if any modifications are necessary. If the Agencies do not have the opportunity to review the Agreement or the AOP prior to the beginning of the next fiscal year, this Agreement and the AOP shall remain in force and effect until amended or terminated pursuant to this paragraph.

24. Notices. All notices regarding 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
Fire Chief Charles A. Moore
P.O. Box 11130
Reno, NV 89520

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

Reno City Attorney's Office
P.O. Box 1900
Reno, NV 89505

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.

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

IN WITNESS WHEREOF, The parties hereto have caused this Cooperative Agreement between Truckee Meadows Fire Protection District and the City of Reno to be executed as of the last date written below.



Kitty Jung, Chair
Truckee Meadows Fire Protection District
Board of Fire Commissioners



Hillary Schieve, Mayor
City of Reno, Nevada

10-18-16
Date

11-02-2016
Date



Attest by:


Washoe County Clerk




Attest by:


City Clerk, City of Reno Chief Deputy

Approved as to Form:


David Watts Vial
Washoe County Deputy District Attorney

Approved as to Form


Karl S. Hall
Reno City Attorney