

**Cooperative Agreement between
Sparks Fire Department and the
Reno Fire Department**

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This agreement ("Agreement") is made and entered into by the City of Sparks, (hereinafter referred to as "Sparks Fire Department") and the City of Reno, (hereinafter referred to as "Reno Fire Department") and is effective as of July 1, 2012, provided both governing bodies have approved this 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, it is deemed that the services of the Sparks Fire Department and the Reno Fire Department (which may be referred to singularly as "agency" or combined as "agencies") in providing both automatic aid and mutual aid situations as set forth herein is in the best interests of the public and citizens of the affected 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 the emergencies; and,

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

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 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 strive to meet annually to prepare an annual operating plan (AOP). This AOP will include current rates for use of the Agency's equipment and personnel, list of principal personnel, and any other items identified in this agreement. If an AOP

has not been executed for the current fiscal year, the last executed AOP shall be used.

- 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 AOP.
 - d. Automatic Aid – Automatic aid means both agencies are automatically dispatched, without a specific request to an incident occurring in the designated areas contained in the attached AOP.
 - 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 Requesting Agency's designated official to any Responding Agency's Fire Chief or Battalion Chief in 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 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. 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.** Automatic Aid means one (1) apparatus will be dispatched from the Responding Agency and the parameters of Automatic Aid and the attendant response areas are set forth in AOP.
- 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. Reimbursement.** Unless otherwise provided in the Agreement, the following shall also apply to reimbursement requests for both Mutual Aid and Automatic Aid:

 - a. Mutual Aid and Automatic Aid for all fire based services 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 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.
 - c. Reimbursement Rates will be calculated as follows:

 1. Equipment—Responding Agency's current equipment rate schedule attached in the AOP.
 2. Personnel—Actual personnel costs based on backfill and/or callback rates for line personnel and actual costs for overhead personnel with supporting documentation. While actual personnel rates will be billed, an example of current personnel rates is in the attached AOP for demonstrative purposes only.
 3. All equipment and personnel rates will be rounded to the nearest ¼ hour.
 4. Billing will include all documentation of times and rates.
 - d. 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. The parties understand that if this Agreement is in effect, FEMA may not reimburse the Responding Agency for the aid services provided pursuant to this Agreement.

- e. 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.
- f. 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 fire based emergencies will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the billing will include:
 - Invoice with total amount requested
 - Narrative Cover Letter
 - Incident Cost Summaries
 - Copies of Resource Orders and other supporting documentation
 - Copies of applicable Cost Share Agreements

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

- g. If reimbursement is allowable under Mutual 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 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.

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. Hazmat Team.** All hazardous materials responses will be in accordance with the current Regional Hazardous Materials Response Agreement.
- 11. 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.
- 12. Incident Report.** For services rendered pursuant to this Agreement, the Responding Agency to a mutual aid incident shall provide upon request the Requesting Agency with an incident report within (20) twenty working days following completion of the incident.
- 13. 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.
- 14. 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.

15. 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.

16. 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.

17. Integration and Modification. This Agreement and the attached AOP 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.

18. 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.

19. 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.

20. 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.

- 21. 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.
- 22. 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.
- 23. Ratification.** This agreement shall become effective on July 1, 2012, provided both 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.
- 24. Amendment.** The parties may amend this Agreement or the AOP at any time by an endorsement made in writing and approved by the Sparks City Council and the Reno City Council.
- 25. Termination.** The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 30 days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason either party's funding ability supporting this Agreement is withdrawn, limited, or impaired. 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 automatic aid, mutual aid or assistance for hire, that agency shall be financially responsible to the Responding Agency because emergency response may not be a discretionary function. The Agency's shall strive to review the Agreement and the AOP annually to determine if any modifications are necessary. If the Agency's 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 pursuant to the above paragraph.
- 26. 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:

Sparks Fire Department
Fire Chief, Andy Flock
1605 Victorian Ave.
Sparks, NV 89431

Reno Fire Department
 Fire Chief, Michael Hernandez and
 P.O. Box 1900
 Reno, NV 89505

Reno City Attorney's Office
 Attn: Chief Civil Deputy
 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.

27. 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 Agreement to be executed as of the day and year herein below.

Dated this _____ day of _____, 2012.

Attest by: _____ City Clerk, City of Sparks	Attest by: _____ City Clerk, City of Reno
_____ Andreas Flock, Fire Chief Sparks Fire Department Sparks, Nevada	_____ Michael Hernandez, Fire Chief Reno Fire Department Reno, Nevada
_____ Geno Martini, Mayor City of Sparks, Nevada	_____ Robert A. Cashell, Senior, Mayor City of Reno, Nevada
Approved as to Form: _____ Sparks City Attorney	Approved as to Form: _____ Reno City Attorney