

**Cooperative Agreement between
Sparks Fire Department and the
Truckee Meadows Fire Protection District**

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This Cooperative Agreement ("Agreement") is made and entered into by the City of Sparks (hereinafter referred to as "Sparks Fire") and the Truckee Meadows Fire Protection District (hereinafter referred to as "District") and is effective on the date as provided herein.

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 that assistance of other fire response organizations 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 meet annually, to prepare an annual operating plan (AOP). This AOP will include current rates for use of 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 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 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 City or 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 (12) twelve hours from the time of response. All mutual or automatic aid provided beyond (12) twelve 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 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.** 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.
- 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. 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 AOP constitute 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 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.
- 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 is entered into in the State of Nevada 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 and Term.** 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 revoked by either party without cause, provided that a revocation shall not be effective until 90 days after a party has served written notice of revocation to the other party.
- 24. Amendment.** The parties may amend this agreement at any time by an endorsement made in writing and approved by the Sparks City Council and the District's fire board.

25. Termination. The Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause upon 90 days written notice. The parties expressly agree that this Agreement shall be terminated immediately if for any reason any party's funding ability supporting this Agreement is withdrawn, limited, or impaired. This Agreement will be reviewed by the parties every other year to determine if any modifications are necessary.

26. 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:

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

Truckee Meadows Fire Protection District
Fire Chief, Charles Moore
PO Box 11130
Reno, NV 89520-0027

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 parties hereto have caused this Agreement to be executed as of the day and year herein below.

Dated this 8th day of August, 2016.

<p>Attest by:</p> <p> </p> <p>Teresa Gardner City Clerk, City of Sparks</p>	<p>Attest by:</p> <p></p> <p>Nancy Parent Washoe County Clerk</p> 
<p></p> <p>Tom Garrison, Fire Chief Sparks Fire Department Sparks, Nevada</p>	<p></p> <p>Charles Moore, Fire Chief Truckee Meadows Fire Protection Dist. Washoe County, Nevada</p>
<p></p> <p>Geno Martini, Mayor City of Sparks, Nevada</p>	<p></p> <p>KittyK Jung, Chair Board of Fire Commissioners</p>
<p>Approved as to Form:</p> <p></p> <p>Chet Adams Sparks City Attorney</p>	<p>Approved as to Form:</p> <p></p> <p>David Watts Vial Washoe County Deputy District Attorney</p>

Gardner, Teresa

From: Gardner, Teresa
Sent: Tuesday, August 09, 2016 11:13 AM
To: Reid, Jim
Subject: Council approved agreement and operating plan (AC5275; AC5276; 8/8/16; AI 8.5)

On August 8, 2016 the Sparks City Council approved the 2016 Cooperative Agreement (AC 5275) and the 2016 Annual Operating Plan (AC 5276) between the City of Sparks and Truckee Meadows Fire Protection District. Per your request, originals are ready for you to pick-up to deliver to Truckee Meadows and copies for Fire are also ready for pick-up.

Teresa Gardner, CMC

City Clerk, City of Sparks

431 Prater Way, Sparks, NV 89431 / PO Box 857, Sparks, NV 89432

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