

# **Cooperative Agreement between Storey County Fire Department and the City of Sparks Fire Department**

This agreement is made and entered into by the Storey County Fire Department, hereinafter referred to as Storey County Fire, and the City of Sparks Fire Department, hereinafter referred to as Sparks Fire, 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 227.045 to provide for the circumstances and procedures under which each agency will provide assistance in responding to fire and other emergencies when requested by the other,

Now therefore, the parties hereto mutually agree to provide fire suppression equipment, facilities and personnel to each other under the following terms and conditions:

1. The agency which experiences an incident in which assistance is sought shall be known herein as the Requesting Party: The agency providing assistance shall be known herein as the Responding Party.
2. A request for assistance shall be made by the most expedient manner possible. Generally this will be from one Public Safety Answering Point to the other via landline communications. This process involves fire officers making radio requests to their respective PSAP. That PSAP then makes the request, via landline, to the other agency for mutual aid resources. 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. The officer on duty for the Responding Agency shall determine whether it has resources available to 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 discretion of the Responding Agency.
4. 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. Again, the decision to provide resources is solely within the discretion of the responding agency.
5. In the event any claim or litigation is brought against the parties hereto based upon an incident in which aid was provided pursuant to this agreement and it is alleged that the parties are jointly or severally liable, the agency in whose jurisdiction the incident occurred shall provide for the defense of the action. The requesting agency in the incident further agrees to indemnify and hold harmless the responding agency from any liability the responding agency may incur as the result of responding to a request for aid except for those incidents in which the personnel of the responding agency acted with gross negligence or maliciously.
6. 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.
7. 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 overhead management team. Pursuant to this authority the requesting agency, the agency which has command of the overhead management team, may direct and supervise the personnel and equipment provided by the responding agency through the operation of this mutual aid agreement.

8. Mutual aid shall be provided without expectation of reimbursement for the first (12) twelve hours from the time of response to the request for mutual aid. If it appears that the incident will last longer than (12) twelve hours the designated representative for Storey County Fire and the designated representative of Sparks Fire shall attempt to meet and confer to allocate the costs of the incident between the parties. If no meeting is held and the Responding Agency is required to provide personnel, equipment or facilities for a period longer than (12) twelve hours, the Requesting Agency shall reimburse the Responding Agency for the actual expenses it incurs after the (12) twelve hours have expired. This shall be done upon being provided with a statement of those expenses.
9. Upon request, the responding agency to a mutual aid incident shall provide the requesting agency with an incident report within 20 days of the incident.
10. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, 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.
11. The parties may amend this agreement at any time by an endorsement made in writing and approved by the Sparks City

Council and Storey County Commission.

12. 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, unless revoked by either party without cause, provided that a revocation shall not be effective until 30 days after a party has served written notice of revocation to the other party.

13. All notices and communications concerning this agreement shall be directed as follows:

Storey County Fire Protection Dist.  
Fire Chief  
P.O. Box 603  
Virginia City, NV 89440

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

14. One of the duplicate originals shall be retained by each agency with the other to be transmitted to the other agencies to this agreement.

15. Supplements to this Agreement include an Annual Operating Plan (AOP). This document contains all operational issues such as response area maps, phone listings, communications plans/frequencies, rates, defined automatic aid areas and resources that are mutually available. The AOP shall be permitted to be changed without governing board approval. Each year in March both departments shall meet to update this document.

**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 \_\_\_\_\_, 2016.

<p>Attest by:</p>          <hr/> <p>Teresa Gardner City Clerk, City of Sparks</p>	<p>Attest by:</p>          <hr/> <p>Vanessa Stephenson, Storey County Clerk</p>
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<hr/> <p>Tom Garrison, Fire Chief Sparks Fire Department</p>	<hr/> <p>Gary Hames, Fire Chief Storey County Fire Department</p>
<hr/> <p>Geno Martini, Mayor City of Sparks, Nevada</p>	<hr/> <p>Marshall McBride, Chairman Storey County Board of Commissioners</p>
<p>Approved as to Form:</p>  <hr/> <p>Chet Adams City of Sparks District Attorney</p>	<p>Approved as to Form:</p>  <hr/> <p>Anne Langer, Storey County District Attorney</p>