

Cooperative Agreement
Between
Reno-Tahoe Airport Authority
And
City of Reno, On behalf of the Reno Fire Department

This agreement ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the Reno-Tahoe Airport Authority (hereinafter referred to as "RTAA") and the City of Reno (hereinafter referred to as "City"), on behalf of the Reno Fire Department.

RECITALS

WHEREAS, the City is a municipal corporation and the RTAA is a quasi-municipal corporation, created by special act of the Nevada Legislature, that is responsible by law for the acquisition, operation and financing of airports and related facilities for a public and governmental purpose and as a matter of public necessity, and thus operates and maintains the Reno-Tahoe International Airport and the Reno-Stead Airport; and

WHEREAS, each maintains and operates fire/rescue parties (may be referred singularly as "party" or combined as "parties") within their respective jurisdictions; and,

WHEREAS, the services of City and RTAA in providing fire and rescue services in mutual aid situations is in the best interests of the public, the citizens of Reno and the passengers at Reno-Tahoe International Airport and the Reno-Stead Airport; and,

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

WHEREAS, NRS 277.180 permits any two or more public parties of the State to enter into a cooperative agreement to perform any governmental service, activity or undertaking which any of the public parties entering into the contract is authorized by law to perform. Such an agreement may include the cooperative use of fire-fighting and fire-protection equipment; and,

WHEREAS, NRS 277.180 further provides that if more than \$25,000 is anticipated to be expended to carry out the cooperative agreement, the Agreement "must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and,

WHEREAS, the parties hereto desire to enter into a cooperative agreement pursuant to NRS 277.180 to provide for the circumstances and procedures under which each party will provide mutual aid assistance in responding to fire and other emergencies when requested by a party to this Agreement and it is possible that expenditures under any given fiscal year for this agreement could exceed the sum of \$25,000; 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 one other under the following terms and conditions:

1. **Definitions.** The following definitions shall have the meaning ascribed to them:
 - a. Party - shall mean either party to this Agreement being City or RTAA.
 - b. Assistance for Hire – If a Party to this Agreement requests services not covered under Mutual Aid, those services shall be considered Assistance for Hire and the Requesting Party shall be billed at the Responding Party's current rate for those services.
 - c. Mutual Aid – Mutual aid is fire based services provided pursuant to a specific request for assistance as set forth below.
 - d. Requesting Party - The party which experiences a fire or rescue incident in which mutual aid assistance is sought shall be the "Requesting Party."
 - e. Responding Party - The party providing mutual aid assistance shall be the "Responding Party."
2. **Request for Mutual Aid.** When it is believed that mutual aid is necessary, a request for assistance shall be made by the Requesting Party to any Battalion Chief or Fire Chief of the Responding Party. Both parties shall provide a telephone number or telephone numbers to the other party which should be used when requesting assistance from the Responding Party.
3. **Mutual Aid Resource Determination.** The Fire Chief or Battalion Chief for the Responding Party shall determine whether it has sufficient resources available to provide mutual aid and respond to the request for assistance. If the Responding Party has resources available to respond to the request for assistance, the Responding Party will furnish the Requesting Party fire-fighting equipment, personnel and facilities which are then available in the jurisdiction of the Responding Party and which are requested by the Requesting Party. The decision as to availability of resources is solely within the sole discretion of the Responding Party. Neither party 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 Party's jurisdiction with fire suppression and/or other rescue or emergency services.

4. **Communications.** In mutual aid situations, the operating frequency will be designated by the Requesting Party's dispatch center. It will be identified at the same time the request for assistance is made by the Requesting Party. Initial communications will be to the requesting dispatch center on the designated frequency. A tactical channel will be assigned by the Requesting Party's Dispatch Center for incident communications.
5. **Incident Management.** Any mutual aid extended under this Agreement is done with the express understanding that personnel of the Requesting Party shall remain in charge at the incident for which aid is requested unless the command of an incident has been transferred to another party or to an incident management team. Pursuant to this authority, the Requesting Party, the party which has command or the incident management team, may direct and supervise the personnel and equipment provided by the Responding Party through the operation of this Agreement.
6. **Reimbursement.** Unless otherwise provided in the Agreement, the following shall apply to reimbursement requests for Mutual Aid:
 - a. Mutual Aid for all fire based services incidents shall be provided without expectation of reimbursement for the first twelve (12) hours of response. Should the Responding Party remain on an incident in excess of twelve (12) hours, reimbursement shall be calculated from the time of the request to the Responding Party.
 - 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 Exhibit A. On multi-jurisdictional incidents and/or incidents that threaten both jurisdictions, the Parties 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 and invoiced as follows:
 1. Equipment-Responding Party's current equipment rate schedule attached as Exhibit A.
 2. Personnel-Actual personnel costs based on backfill and/or callback rates for line personnel and actual costs for overhead personnel with supporting payroll documentation. While actual personnel costs will be billed, an example of current personnel rates are attached as Exhibit A for demonstrative purposes only.
 3. All equipment and personnel time will be rounded to the nearest $\frac{1}{4}$ hour.
 4. Billing will include all documentation of times and rates.

- d. The Requesting Party is required to timely pay any invoice even if reimbursement of any kind is sought and received, whether through litigation, claims, or from FEMA or from any other party or other third party (collectively referred to as "Third Party Reimbursement Request"). A Third Party Reimbursement Request or receipt of funding does not relieve the Requesting Party from payment of Reimbursement Rates in accordance with the terms and conditions of this Agreement. The parties understand that if this Mutual Aid Agreement is in effect, FEMA will not reimburse the Responding Party for the Mutual Aid services provided pursuant to this Agreement.
 - e. On incidents where costs are incurred pursuant to the terms of this Agreement, the Responding Party 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.
 - 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 party.
 - g. 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 mutual aid assistance will not include administrative overhead or other costs not supported by a resource order. Documentation in support of the invoice will include all of the following:
 - 1 Invoice with Total Amount Requested
 - 2. Copies of Resource Orders and other Supporting Documentation
 - h. In no circumstances will either party obligate, agree to or pay incident charges on behalf of the other party without first obtaining express written permission from that party.
7. **Incident Report.** For services rendered pursuant to this Agreement, upon request the Responding Party shall provide the Requesting Party with an incident report within twenty (20) working days following completion of the incident, unless another time is mutually agreed to between the Fire Chiefs for the parties.
8. **Worker's Compensation.** 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.

9. **Termination.** The Agreement may be terminated by mutual consent of the parties or unilaterally by either party without cause upon thirty (30) 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, and if this event occurs, the affected party shall immediately notify the other party in writing. Notwithstanding the foregoing, if any party has insufficient, limited or impaired funding, and requests mutual aid and mutual aid is provided by the Responding Party, such Requesting Party shall be financially responsible therefore to the Responding Party.

The party's shall strive to have staff review this Agreement, including the Attachments, annually prior to the commencement of the next fiscal year to determine whether or not to make a recommendation for a modification to the governing bodies of the party's. If the parties do not have the opportunity to review the Agreement prior to the next fiscal year, this Agreement shall remain in force and effect until the Agreement is amended or modified pursuant to Section 13 or is terminated pursuant to this Section.

10. **Independent Parties.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and each party is and shall be a public entity separate and distinct from the other party. Each party shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties 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 party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party or any other party. Nothing in this section shall restrict the parties from asserting combined defenses to potential tort and other liability third-party liability claims and legal actions and each party reserves the right to assert all available tort limitations and other legal defenses set forth in NRS Chapter 41 and as otherwise available by any other law.

11. **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 or other legal defenses available by 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.

12. **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.
13. **Integration and Modification.** This Agreement 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. Any modification to this Agreement shall be approved in the same manner as was the Agreement itself.
14. **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.
15. **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.
16. **Public Records.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The party will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests, as applicable.
17. **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.
18. **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. All disputes under this Agreement shall be instituted in a court of competent jurisdiction located in the County of Washoe, State of Nevada.
19. **Ratification.** This Agreement shall become effective when signed by all parties and shall remain in effect until terminated following the provisions contained in this Agreement.

20. **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:

Reno-Tahoe Airport Authority
Attn: Marilyn Mora; President/CEO Reno-Tahoe Airport Authority
P.O. Box 12490
Reno, NV 89510-2490
cc: Ann Morgan General Counsel

Reno-Tahoe Airport Authority Fire Department
Attention: Chief Tom Nelson
P.O. Box 12490
Reno, NV 89510-2490

Reno Fire Department
Attn: Dave Cochran, Fire Chief
P.O. Box 1900
Reno, NV 89505

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

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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 approved this Agreement and have caused this Agreement to be executed by their respective officers on this ___ day of _____, 2016.

RENO TAHOE AIRPORT AUTHORITY

President/CEO
Reno, Nevada

ATTEST:

Secretary

APPROVED AS TO FORM:

Reno-Tahoe Airport Authority Legal Counsel

CITY OF RENO

Hillary Schieve, Mayor
City of Reno, Nevada

ATTEST:

City Clerk, City of Reno

APPROVED AS TO FORM:

Deputy City Attorney

EXHIBIT A

2016

RENO FIRE DEPARTMENT EQUIPMENT RATE SCHEDULE

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 rates do not reflect personnel costs.

EMERGENCY OPERATIONS EQUIPMENT:

• Aerial Apparatus	\$ 200.00 per hour
• Structure Engine - Type I or II	\$ 190.00 per hour
• Brush Engine - Type III	\$ 170.00 per hour
• Ambulance (ALS/ILS/BLS)	\$ 125.00 per hour
• Rescue Unit	\$ 75.00 per hour
• Air Truck	\$ 150.00 per hour
• Haz-Mat Unit	\$ 225.00 per hour
• Heavy Rescue Unit	\$ 175.00 per hour
• Heavy Equipment Mechanic Truck	\$ 125.00 per hour
• Water Rescue Unit w/Boat	\$ 85.00 per hour
• Emergency Operations Command Van	\$ 85.00 per hour
• Other Emergency Operations Equipment	\$ 85.00 per hour

SUPPORT EQUIPMENT:

• Sedan	\$ 49.00 per day - plus .54/mile
• Pickup	\$ 96.00 per day - plus .54/mile
• Utility Van	\$ 86.00 per day - plus .54/mile
• Command Vehicle (SUV)	\$ 96.00 per day - plus .54/mile
• Other Support Equipment	\$ 96.00 per day – plus .54/mile

2016
RENO FIRE DEPARTMENT PERSONNEL RATE SCHEDULE

All rates shall be based on actual cost to the Department. Billed rate will be at the actual cost and may be different than the rates below which are attached for demonstrative purposes. Backfill personnel and their invoiced amounts will be shown on the same invoice as the incident personnel. Backfill dates will be noted.

FIRE DEPARTMENT LINE PERSONNEL:

56 Hour Personnel

Portal-to-Portal Positions:

	Base Rate	Overtime Rate	Call Back Overtime Rate
Battalion Chief (Step 1 to Step 4)	\$38.68 - \$42.28	\$58.02 - \$63.42	\$81.52 - \$89.11
Captain	\$30.20	\$45.30	\$63.65
Pump Operator/Driver	\$26.77	\$40.15	\$56.42
Firefighter (Step 1 to Step 4)	\$17.91 - \$24.32	\$26.87 - \$36.48	\$37.75 - \$51.25

40 Hour Personnel

Portal-to-Portal Positions:

	Base Rate	Overtime Rate	Call Back Overtime Rate
Division Chief	\$62.38 - \$68.16	\$93.57 - \$102.24	\$131.46 - \$143.65

Non-Portal-to-Portal Positions:

	Base Rate	Overtime Rate	Call Back Overtime Rate
Investigator/Inspector	\$38.06	\$39.96	\$56.15
Mechanic (Step 1 to Step 2)	\$34.28 - \$38.06	\$51.42 - \$57.09	\$71.98 - \$80.21
Logistics Officer	\$35.42	\$53.13	N/A
Emergency Dispatch Supervisor	\$38.49	\$57.74	N/A
Emergency Dispatcher	\$33.26	\$49.89	N/A

Rate Definitions:

Base Rate: Contract Hourly Rate x 1.45% for Medicare Costs

Overtime Rate: Base Rate x 1.5

Call Back Overtime Rate: Base Rate x 1.5 x 40.50% (PERS – Retirement)

**2016
RENO-TAHOE AIRPORT AUTHORITY FIRE DEPARTMENT RATE
SCHEDULE**

APPARATUS RATES:

Apparatus responding to an incident will be billed for hours worked as indicated on the Crew Time Report/Shift Ticket and will include travel time. Apparatus and Equipment are not included in portal to portal pay provisions. Reimbursement for all apparatus and support equipment will be at the rate quoted in this document.

ARFF Crash Truck	\$125.00 per hour
F-2 Engine – Type III	\$ 75.00 per hour
AFFF Foam Trailer (1000 gal)	\$ 75.00 per hour
MCI Vehicle	\$ 75.00 per hour
Command Vehicle – SUV	\$ 96.00 per day plus \$0.54 per mile
Other (3/4 ton & above)	\$ 96.00 per day plus \$0.54 per mile
Privately Owned Vehicle	\$ 0.565 per mile

PERSONNEL BASE RATES:

Base rates are shown at straight time, but will be billed, portal to portal, at the actual cost to the department including the backfill of personnel on shift to meet the agency specific staffing requirements. Where backfill is required, the overtime costs for the backfill will be billed to the incident and the regular time for personnel on the incident will not. The invoiced amounts for the backfill (56 hour employees only) will be shown on the same invoice as personnel assigned to the incident. Billed rates may be different than the rate quoted in this document.

Fire Captain	\$30.14 per hour
Fire Apparatus Operator	\$26.60 per hour
Firefighter	\$24.08 per hour
Airfield Operations Supervisor	\$46.19 per hour
Mechanic	\$28.38 per hour

CONTACT PERSONS AND PHONE NUMBERS

Note: Area code is (775) unless otherwise indicated.

RENO-TAHOE AIRPORT AUTHORITY STAFF OFFICERS:

	<u>Office</u>	<u>Cellular</u>
VP of Operations & Public Safety, Mike Scott	328-6403	690-9450
Fire Chief, Tom Nelson	328-6501	225-2761

FACILITIES:

Station 1, 1805 Riley Ave., Reno, NV 89502	328-6500
Dispatch, 2770 Vassar St., Reno, NV 89502	328-6600