

COOPERATIVE FIRE CONTROL AGREEMENT
BETWEEN
EAST FORK FIRE PROTECTION DISTRICT
DOUGLAS COUNTY, NEVADA,

CARSON CITY FIRE DEPARTMENT
CARSON CITY, NEVADA,

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
WASHOE COUNTY, NEVADA
and

TOIYABE NATIONAL FOREST
FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

FILED

NO. 87-045

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BARBARA REED
CLERK

BY Barbara Reed DEPUTY

THIS AGREEMENT, made and entered into by and between The Toiyabe National Forest, U.S.D.A. Forest Service, hereinafter referred to as the FOREST SERVICE, and the East Fork Fire Protection District, hereinafter referred to as EAST FORK, and the Carson City Fire Department, hereinafter referred to as CARSON CITY, and the Truckee Meadows Fire Protection District, hereinafter referred to as TRUCKEE MEADOWS, under provisions of the Act of June 7, 1924; the Act of April 24, 1950; 16 U.S.C. 572 and Public Law 94-148; 16 U.S.C. 565a-1-3; and the Nevada Revised Statutes, 277.080 to 277.180;

WITNESSETH:

WHEREAS, each of the parties maintain and operate a fire organization, within their respective jurisdiction, and

WHEREAS, the parties desire to cooperate with each other to provide emergency mutual aid,

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

I. DEFINITION OF TERMS

- A. Cooperative Fire Protection Services. These shall mean specific fire protection services furnished by one party to the other on a reimbursable basis.
- B. Reimbursable Work. This shall mean fire protection furnished as a chargeable cooperative fire protection service.
- C. Return to Official Station. This is the time the employee is returned to the point of hire, or is no longer available.
- D. Time of Departure. This is the initiation of the employment period beginning at the point and time individuals make themselves available for hire or work at the request of an authorized officer.

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II. COOPERATIVE FIRE PROTECTION (REIMBURSABLE) (ACT OF APRIL 24, 1950;
16 U.S.C. 572 and Public Law 94-148; 16 U.S.C. 565a-1-3.

A. The FOREST SERVICE, EAST FORK, CARSON CITY, and TPUCKEE MEADOWS will furnish fire suppression personnel, resources and facilities, except airtankers, to each other within those areas described as the external boundaries of each Fire District, and the external protection boundary of the Carson Ranger District, Toiyabe National Forest, which will also include the area west of Highway 395 from Topaz State Line running south to China Garden in the mouth of the Walker River Canyon. Such resources are provided as necessary to suppress fire or disaster of such magnitude that is or is likely to be beyond the control of a single party and requires the combined forces of all parties. However, none of the parties shall be required to deplete its own fire protection resources, services and facilities to the detriment of its normal fire protection responsibilities.

B. ALL PARTIES AGREE:

1. Billing for reimbursable services under this agreement shall be made within 30 days of the time the service is rendered.
2. When one party performs work or otherwise incurs expenses for which another party is responsible, the officers in charge shall reach agreement on specific work to be performed. Total costs of such work are reimbursable.
3. No reimbursable expenditures in excess of \$500.00 shall be incurred without expressed authority of the individuals designated as agency representatives for the incident.
4. When the personnel of any party are suppressing wildfires on land for which another party is responsible, the first party shall not be liable to the responsible party or any landowner for damage in consequence of the performance of work under this section of this agreement.

III. MISCELLANEOUS CONDITIONS

- A. This agreement may be reviewed yearly by request of any party to the agreement.
- B. Any party may terminate this agreement by providing 60 days written notice to the others. Unless terminated by written notice, this agreement shall remain in force indefinitely.
- C. All parties to this agreement being signators to the Sierra Front Initiative agree to exchange training opportunities, including trainers, trainees and materials. All local training that is multi-agency in nature and sponsored by one of the parties to this agreement will be coordinated by the Sierra Front Training Committee.
- D. By the terms of this agreement, each party agrees to permit the others utilization of its radio frequencies for emergency purposes.

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- E. The salary or wages of direct personnel shall be at the actual cost to the sending agency for work time from the time of departure until return to official station, including overtime, if and when overtime is earned, under the laws or rules governing the employees of the sending agency.
- F. When one of the agencies requests reimbursable assistance from another, the sending agency shall dispatch only personnel who meet or exceed the minimum requirements for the training and physical standards of the National Interagency Fire Qualification System (NIFQS).
- G. No member of, or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom; but, this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- H. Response to a mutual aid request provided for in this agreement shall be voluntary and shall be made upon a request from one of the four parties' dispatchers.
- I. Any mutual aid extended under this agreement is done with the understanding that the qualified fire official or designated alternate in whose jurisdiction an incident requiring mutual aid has occurred shall remain in charge at such incident, including direction of such personnel and equipment provided him through the operation of this mutual aid agreement.
- J. At the time of a mutual aid request, each party may assign a task force leader that supervises the activities of his/her agency's equipment and manpower.
- K. It shall be policy for the party requesting aid to release the assisting party from emergency duties as soon as practicable and mutually desirable.
- L. In the event any party assists in suppressing a fire in a zone of another, the assisting party will furnish the benefitting party with an incident and/or fire report within 10 days after the fire is declared out.
- M. This agreement does not limit or modify any other agreement previously established and currently in effect between any parties of this agreement. However, this agreement becomes effective whenever one of the signatories to this agreement becomes the responsible agency.
- N. The terms of this agreement shall not impair the rights of the party hereto to recover costs and property damages sustained as a result of the negligent or willful act of any person causing a fire.

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IN WITNESS WHEREOF, the parties have executed this agreement on the dates shown below:

USDA FOREST SERVICE

ADOPTED THIS 30 DAY OF September, 1986.

R.M. "Jim" Nelson
R.M. "Jim" Nelson
Forest Supervisor
Toiyabe National Forest

CARSON CITY FIRE DEPARTMENT

ADOPTED THIS 31st DAY OF July, 1987.

Dan Flammer
Dan Flammer, Mayor
Carson City

Alan Glover
Alan Glover, Clerk
Carson City

EAST FORK FIRE PROTECTION DISTRICT

ADOPTED THIS 16th DAY OF Oct., 1986.

Robert Pruett
Robert Pruett, Chairman
Board of Commissioners
East Fork Fire District

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

ADOPTED THIS 15 DAY OF April, 1987.

Gene LeBlanc
Gene LeBlanc, Chief
Truckee Meadows Fire Protection
District

[Signature]
Chairman, Board of Fire Commissioners
Truckee Meadows Fire Protection
District

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: September 15, 1987

By [Signature] Clerk of District Court,
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

CERTIFIED COPY

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FIRE PROTECTION DISTRICT
CARSON CITY CLERK-RECORDER
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FILED
BY [Signature] CLERK DEPUTY
M/C

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COPY

REQUESTED BY
Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

PAID *Bh* DEPUTY

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