

**Cooperative Agreement Between
Truckee Meadows Fire Protection District
and
East Fork Fire Protection District**

◇

In accordance with NRS 277.045, this Cooperative Agreement (“Agreement”) is made and entered into between the Truckee Meadows Fire Protection District on behalf of itself (“TMFPD”) and East Fork Fire Protection District (“EFFPD”), both of which are fire districts formed under NRS Chapter 474. At times herein the parties may be referred to as “agency” or “agencies.” This Agreement is effective upon approval and execution by both agencies.

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 or simultaneous number that assistance of other fire response organizations would be beneficial in addressing the emergencies; and

WHEREAS, it is deemed in the best interests of the public and citizens within TMFPD and EFFPD’s respective jurisdictions to provide both Automatic Aid and Mutual Aid to the other agency as set forth herein; and

WHEREAS, the agencies hereto desire to enter into this cooperative agreement pursuant to NRS 277.045 to provide for the circumstances and procedures under which each agency will provide assistance, such as Automatic Aid, Mutual Aid and Assistance by Hire, in responding to fires and other emergencies when requested by the other party; and

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the agencies mutually agree to provide fire suppression equipment, facilities and personnel to one another under the following terms and conditions:

1. Definitions. The following definitions shall have the meaning ascribed to Them hereunder:

- 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. Operating Plan - The parties will meet annually, to prepare an operating plan (OP). This OP will include current rates for use of the Department's equipment and personnel, list of principal personnel, and any other items identified in this agreement.
- c. Assistance by Hire - Assistance by hire means providing fire suppression or support resources to the other party on a reimbursement basis. All reimbursement shall be based upon rates established in the OP.

- d. Automatic Aid – Automatic Aid means both agencies are automatically dispatched, without a specific request, to an incident occurring in the areas designated in Attachment B.
- e. Mutual Aid – Mutual Aid means fire suppression or support resources that 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 a Requesting Agency believes that Mutual Aid is necessary, it shall request assistance by the most expedient manner possible. Both agencies shall provide a telephone number(s) to the other agency to be used when requesting assistance from the Responding Agency. It is mutually agreed that either party may operate on the other party's radio frequency.

3. Mutual Aid Resource Determination. The Responding Agency's Fire Chief, or duly authorized designee, shall determine whether the Responding Agency 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 with the firefighting equipment, personnel and facilities that are available to assist the Requesting Agency, as determined in the sole discretion of the Responding Agency. 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 and other services.

4. Automatic Aid and Mutual Aid. The parameters of Automatic Aid and Mutual Aid and the attendant response areas are set forth in the OP. The OP 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 designees.

5. Communications. In both Mutual Aid 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 Agency. All communications will be to the requesting dispatch center on the designated frequency.

6. Incident Management. Any Mutual Aid 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, as applicable, may direct and supervise the personnel and equipment provided by the Responding Agency through the operation of this Agreement.

7. Assistance by Hire. Assistance by Hire is the provision of fire suppression or support resources, by one Agency to another, on a reimbursement basis. All reimbursements shall be based upon the rates established in the OP. Except for Mutual Aid and Automatic Aid, all requests for fire suppression assistance shall be considered Assistance by Hire. Any resources provided by a Responding Agency, and not specifically ordered by the Requesting Agency, shall be considered a voluntary contribution.

8. Mutual/Automatic Aid. Mutual Aid and Automatic Aid shall be provided without expectation of reimbursement for the first (24) twenty-four hours from the time of response. All Mutual Aid or Automatic Aid provided beyond (24) twenty-four 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 OP.

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. Equipment. The Responding Agency is responsible for the operation, service and maintenance of their equipment used during incident operations in the Requesting Agency's jurisdiction. The Requesting Agency shall be responsible for paying or reimbursing the Responding Agency for damages in excess of normal wear and tear, and shall replace or reimburse items lost, damaged or destroyed during the incident operations, 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 costs.

11. Incident Report. For services rendered pursuant to this Agreement, the Responding Agency shall provide the Requesting Agency with an incident report within (20) twenty working days following completion of the incident, unless a different time is mutually agreed to otherwise by the Fire Chiefs, or their authorized designees.

12. Worker's Compensation. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all agencies 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 Chapter 616A through NRS Chapter 616D and NRS Chapter 617, each party shall provide such benefits to its own employees at its own expense. The agencies waive any indemnification provision with respect to such industrial injuries or occupational diseases.

13. 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 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 agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

14. Hold Harmless. To the fullest extent of NRS Chapter 41, 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. The parties will not waive and intend to assert available remedies and liability limitations set forth in NRS Chapter 41,

including but not limited to the application of NRS 41.035 in aggregate as a defense or limitation of multiple claims by third parties. Contractual liability of the agencies shall not be subject to punitive damages.

15. 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 a signatory to this Agreement, nor create the status of third-party beneficiaries for any person or entity.

16. Integration and Modification. This Agreement constitutes the entire agreement of the agencies; and as such, is 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 agencies unless the same is in writing and approved and signed by the respective governing bodies hereto.

17. 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.

18. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the written consent of the other party.

19. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The agencies will have the duty to disclose such information or documents unless a particular record is made confidential by law or a common law balancing of interests, as applicable.

20. Proper Authority. The agencies 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 agencies are authorized by law to engage in the cooperative action set forth in this Agreement.

21. Governing law; Jurisdiction. This Agreement is entered into in the State of Nevada and this agreement and the rights and obligations of the agencies hereto shall be governed by, and construed in accordance with the laws of the State of Nevada.

22. 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 have an initial term until June 30, 2027, unless terminated earlier by either party as provided in Section 24 below. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless terminated by either party as provided in Section 24.

23. Amendment. The parties may amend this Agreement at any time by an endorsement made in writing and approved by the parties' respective governing boards.

24. Termination. The Agreement may be immediately terminated by mutual consent of both agencies or unilaterally by either party for any reason upon ninety (90) days written notice. The agencies 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.

25. 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, by telephonic facsimile, or by E-mail to a provided E- mail address specified in the OP with simultaneous delivery to the below address by regular mail, or by certified mail with return receipt requested, postage repaid on the date posted, and addressed to the other party at the following addresses:

Truckee Meadows Fire Protection District
Richard Edwards, Fire Chief
3663 Barron Way
Reno, NV 89511

East Fork Fire Protection District
Alan Ernst, Fire Chief
1694 County Road
Minden, NV 89423

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

Dated this ___ day of _____, 2026

Dated this 4 day of MAY, 2026

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

**EAST FORK FIRE
PROTECTION DISTRICT**

Clara Andriola, Chair
Truckee Meadows Fire Protection District
Commissioners



Alan Ernst, District Fire Chief
East Fork Fire Protection District Fire

ATTEST:

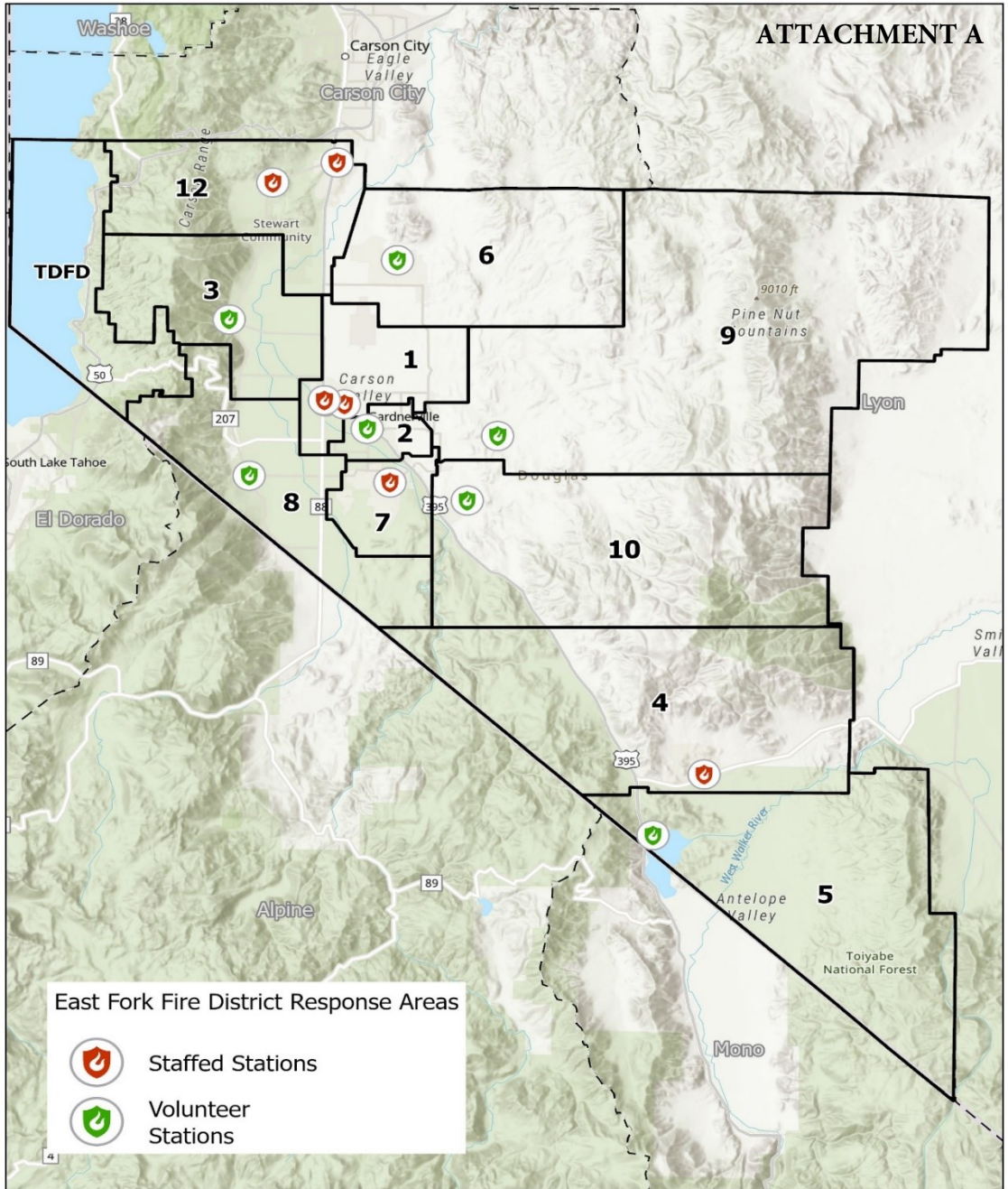
ATTEST:

Washoe County Clerk



EFFPD Clerk

ATTACHMENT A



East Fork Fire District Response Areas

-  Staffed Stations
-  Volunteer Stations