

**SMITH VALLEY FIRE PROTECTION DISTRICT**  
**BOARD OF DIRECTORS**  
**NOTICE OF REGULAR MEETING**

**March 9, 2017**

**6:00 PM**

**SVFPD Station 40, 1 Hardie Lane, Smith, Nevada**

**Some or all of the Board of Directors may call in to this meeting.**

**You may listen to the meeting at the address listed above.**

**(Action will be taken on all items unless otherwise noted.)**

6:00 PM

1. Call to Order
2. Roll Call and Determination Of A Quorum
3. For Possible Action: Review and adoption of agenda
4. For Possible Action: Approval of Minutes – February 9, 2017 Meeting.
5. Public Comments and Discussion:  
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of, the Smith Valley Fire Protection District Board of Directors. In order for members of the public to participate in the Board's consideration of an agenda item, the Board strongly encourages members of the public to comment on an agenda item during the item itself. No action may be taken on a matter raised under public comment unless the item has been specifically included on the agenda as an item upon which action may be taken. Speakers are asked to state their name for the record. The Board of Directors reserves the right to limit the time for individual comments, as well as limit the total time for public comment. The Board of Directors will not restrict comments based on viewpoint. The same applies to public testimony on each agenda item. Public comment may be returned to at any time during the agenda.
6. For Possible Action: Accounts Payable – Action to review and accept claims.
7. For Possible Action: Accounts Receivable – Action to review and accept accounts receivable which may include ambulance fees, donations, grants and other receivables.
8. Correspondence Received - Correspondence of a general nature for the Board and public information regarding District related matters. Not intended for detailed discussion or for items already on the agenda. (No action will be taken)
9. For Possible Action: Discussion and approval of the Interlocal Contract between the Department of Conservation and Natural Resources, Nevada Division of Forestry, and the Smith Valley Fire Protection District for the Wildland Fire Protection Program, and authorization for the District Fire Chief to sign the contract, and authorization for the Secretary of the Board of Directors to sign the Contract on behalf of the President of the Board of Directors.
10. For Possible Action: Discussion and possible action regarding the purchase and installation of a Stryker PowerLoad System in the 1997 F3599 Ford Wheeled Coach Type 1 Ambulance (Rescue 42).
11. For Possible Action: Approval of the Smith Valley Fire Protection District's (SVFPD) participation in the "Software Purchase for Fire Protection Districts in Lyon County" grant application for a POOL/PACT Risk Management grant to purchase software modules for the Lyon County Spillman Computer Aided Dispatch (CAD) system to improve dispatching capabilities for the four Lyon County fire districts; approval of the expenditure of \$3,932.30, from either the District's general fund or acquisition fund, as the District's share of the required 25% matching funds; and authorization for the District Fire Chief and Board of Directors Secretary to sign the required POOL/PACT Risk Management Grant Application Approval form on behalf of the District.
12. For Possible Action: Review, discussion and possible approval of the Fiscal Year 2017/2018 Tentative Budget.
13. For Possible Action: Discussion and possible action regarding the Verizon Wireless communication facility at Station 40 (1 Hardie Ln. Smith, NV).
14. For Possible Action: Discussion and possible action regarding the Fuels Reduction Management Program, including the grinding and disposal of vegetative material.
15. Fire Chief's Report (No action will be taken)

16. For Possible Action: Discussion and possible action on the status and repair of District equipment.
17. For Possible Action: Discussion and possible action regarding any capital improvement projects for District buildings, grounds and facilities.
18. Smith Valley Fire District Volunteer Member Comments (No action will be taken).
19. Board Member Comments (No action will be taken).
20. Public Comment:  
The public is invited at this time to comment on and discuss any topic that is relevant to, or within the authority of, the Smith Valley Fire Protection District Board of Directors and that is not specifically included on the agenda as an action item. No action may be taken on a matter raised under this item of the agenda.
21. Requests for items to be placed on future meeting agendas (No action will be taken).
22. For Possible Action: Action to adjourn.

Agenda Management Notice - Items on the agenda may be taken out of order; the public body may combine two or more agenda items for consideration; and the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. Items scheduled at a specific time cannot be heard earlier than the scheduled time.

Titles of agenda items are intended to identify specific matters. If you desire detailed information concerning any subject matter itemized within this agenda, you are encouraged to call the Smith Valley Fire Protection District Office at 775.465.2577. You are encouraged to attend this meeting and participate by commenting on any item on the agenda.

To request that an item be placed on future meeting agendas, please call the Smith Valley Fire Protection District Office, at 775.465.2577, at least ten (10) working days prior to the date of the scheduled meeting. The regular meeting date of the Board of Directors is the second Thursday of each month.

**We are pleased to make reasonable accommodations for those members of the public who need assistance and wish to attend the meeting. If special arrangements are necessary, please notify the Smith Valley Fire Protection District in writing at 1 Hardie Lane, Smith, Nevada 89430, or call 775-465-2577 (TTY 711). 48 hours notice is required.**

**Tenemos el placer de hacer adaptaciones razonables para los miembros del público que necesitan ayuda y que desean asistir a la reunión. Si los arreglos especiales son necesarios, por favor notifique el Valle Fire Protection District Smith por escrito en 1 Hardie Lane, Smith, Nevada 89430, o llame al 775-465-2577 (TTY 711). Se requiere 48 horas de aviso.**

This agenda has been posted at the following locations before 9:00 AM on March 6, 2017:

Smith Valley Fire Protection District Office, Station 40, 1 Hardie Lane, Smith  
Station 42, 612 Day Ln., Wellington  
Renner Equipment Co., 2289 Highway 208, Smith  
Smith Post Office, 2306 Highway 208, Smith  
Wellington Post Office, 2818 Highway 208, Wellington

This agenda is also available on the Smith Valley Fire Protection District Website at [www.svfpd.org](http://www.svfpd.org)

The agenda and backup material are available for public inspection at the Smith Valley Fire Protection District Office, Station 40, 1 Hardie Lane, Smith 89430. Members of the public requesting the Board of Director's meeting agenda or support materials may contact Summer Walker, Administrative Assistant, by telephone at 775.465.2577 (TTY 711) or by email at [summer@svfpd.org](mailto:summer@svfpd.org). Normal business hours are Monday – Wednesday, 9am – 1pm.

**This institution is an equal opportunity provider and employer.**

**If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).**

**Subject:** Apology; This morning Pool PACT advised me the only fund 75 percent with 25 percent match  
**From:** Ron Johnny (rjohnny@northlyonfire.com)  
**To:** dcupp@lyon-county.org; rharvey@centralfirenv.org; firechief.svfpd@frontier.com; shuntley@northlyonfire.com; sdraper@lyon-county.org; jpage@lyon-county.org; amcneil@lyon-county.org;  
**Date:** Thursday, March 2, 2017 3:38 PM

Dear Everyone,

I need to apologize and ask you to complete a new Pool PACT Risk Management Grant Application Approval form (Amendment 1) which is attached.

As you can see from the email below (see Email, Zaria Hanses, Pool PACT, to Ron Johnny (Thursday, March 2, 2017 at 9:33am)), Pool PACT only funds 75 percent of purchases NOT the 80 percent I believed they funded (based on my last Risk Management Grant to them). I did not come to work today until 2:30pm. I have discussed this with Chief Huntley.

In any event, the attached Pool PACT Risk Management Grant Application Approval form has been re-titled to "Software Purchase for Fire Protection Districts in Lyon County" (so its not confused with the last forms).

Also, the new 25 percent match amount is \$15,729.25 (25 percent of the \$62,917 quote) which means \$3,932.30 for each Fire Protection District paid to North Lyon County Fire (20 percent was \$3,145.85).

My cell phone number is (775) 276-4566 if you have any questions.

Again, I apologize.

Ron

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**Ron Eagleye Johnny | Grant/CERT Coordinator/AEMT**  
BA, JD, NRAEMT  
North Lyon County Fire Protection District  
195 E. Main Street  
Fernley, NV 89408  
(775) 575-3310 District Office  
(775) 575-3314 District Fax  
[www.northlyonfire.com](http://www.northlyonfire.com)  
**TEAMWORK\*\*INTEGRITY\*\*SERVICE**  
*North Lyon County Fire Protection District  
is an Equal Opportunity Employer*

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**From:** Zaria Hanses <ZariaHanses@poolpact.com>  
**Sent:** Thursday, March 2, 2017 9:33 AM  
**To:** Ron Johnny  
**Cc:** Mike Rebaleti; Marshall Smith  
**Subject:** RE: Proof grant application submitted this evening

Hi Ron,

I did receive everything in the application. I'm glad you got it in on time!

I only see one problem. We match 75% not 80%. A main requirement in applying for a grant is that the member match 25%. I do believe this is a great application for a very necessary risk mitigation tool and I will submit your grant application to the Loss Control Committee for their review. The meeting is on March 21<sup>st</sup>, I will contact you within the following week with their decision.

Thank you,

**Zaria**

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**From:** Ron Johnny [mailto:rjohnny@northlyonfire.com]  
**Sent:** Wednesday, March 01, 2017 8:53 PM  
**To:** Zaria Hanses <ZariaHanses@poolpact.com>  
**Subject:** Re: Proof grant application submitted this evening

I forgot to attached the narrative I cut and pasted to the grant application. See attached.

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**Ron Eagleye Johnny | Grant/CERT Coordinator/AEMT**  
BA, JD, NRAEMT  
North Lyon County Fire Protection District  
195 E. Main Street  
Fernley, NV 89408  
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[www.northlyonfire.com](http://www.northlyonfire.com)

**North Lyon Fire | North Lyon County Fire**  
[www.northlyonfire.com](http://www.northlyonfire.com)

## POOL PACT Risk Mgmt Grant App Narrative (Spring 2017)

### Description:

All four Fire Protection Districts ("FPDs") in Lyon County, Nevada ("Lyon County"), desire, by an innovative risk management solution funded by Pool PACT, to improve safety factors for their Emergency Medical Services (EMS) and Fire staff (employees and or volunteers), and the public, by no longer use the old "paper run card" dispatch system and replace it with the standard of the industry in Nevada software used by the Lyon County Sheriff's Office and other law enforcement agencies in Lyon County (which use their modules of the R. Spillman software) by the purchase of the Fire and EMS modules of the R. Spillman dispatch software. Lyon County and the Lyon County Sheriff's Office have spent considerable resources (time, personnel and money) rolling out the law enforcement module(s). The four FPDs, and the Sheriff's Office, will end up investing considerable resources in rolling out the Fire and EMS modules and all FPDs have committed to pay an equal share of the match required for the grant to North Lyon Fire.

### Part I. Needs Statement:

Explain how this grant will reduce, eliminate, mitigate or otherwise control property/casualty risk or employee injuries. Attach supporting documentation including invoices/estimates:

This grant application is submitted by North Lyon Fire on behalf of all Fire Protection Districts in Lyon County (i.e., North Lyon County Fire Protection District ("FPD") ("North Lyon Fire"), Mason Valley FPD ("Mason Valley Fire"), Smith Valley FPD ("Smith Valley Fire"), and Central Lyon County FPD ("Central Lyon Fire").

The current Fire and EMS, old, "paper run card" dispatch system creates potential liability for all Fire Protection Districts in Lyon County since the standard of the industry in Nevada is R. Spillman software.

The "paper run card" dispatch system does not allow Sheriff Dispatchers to track:

- "[E]quipment (Fire Engines, Rescue Units (ambulances), and other equipment (e.g., North Lyon Fire's solar powered LED traffic safety signboard (call sign "Sign 61") or the Command Trailer and Hazmat Trailer or the Utility Vehicles that tow the Trailers, and other equipment of the other three FPDs). See Letter, Donna R. Cupp, Communications Manager, Lyon County Sheriff's Office, To Whom It May Concern, one page (March 1, 2017) (attached). That also means the personnel in the equipment.
- 
- "[W]ater Resources" (e.g., working and inoperable fire hydrants, swimming pools, canals and ditches, etc.) essential for fighting fires, protecting life, and not jeopardizing Fire and EMS staff injuries from laying, for example, heavy weight 5-inch fire hose, etc., to inoperative fire hydrants and then to operative hydrants. See Letter, Donna R. Cupp, Communications Manager, Lyon County Sheriff's Office (March 1, 2017).

## POOL PACT Risk Mgmt Grant App Narrative (Spring 2017)

### Part I. Needs Statement (continued):

- “Road closures” (essential for direct lines of travel from Fire Stations and other locations within the Fire Protection Districts’ jurisdiction). See Letter, Donna R. Cupp (March 1, 2017).
- 
- “[E]tc. (e.g.: location of buried natural gas pipelines (Paiute Pipeline and Southwest Gas) in one or more FPDs; in North Lyon Fire’s jurisdiction, the location of the jet fuel pipeline for the U.S. Navy’s Naval Air Station Fallon; in more than one FPD, location of electric power lines and other utilities, etc., that present a threat or injury or death to Fire and EMS staff; and the information on who to contact to get a quick response to turn off any live electrical line or compressed natural gas, diesel fuel or jet fuel pipelines). See Letter, Donna R. Cupp (March 1, 2017).
- 
- “[U]nable to program premise data that would provide Fire and EMS responders with valuable information to make necessary response decisions” (e.g., whether an address has been identified as needing law enforcement present before Fire and EMS arrive to make the scene safe (several FPD staff have had persons brandishing firearms at fires and other calls)). See Letter, Donna R. Cupp (March 1, 2017).
- 
- “[U]nable to provide . . . valuable data . . . to mitigate hazards to ensure responder safety (e.g., whether a fire is burning at or near a Hazmat (Hazardous Materials) storage site, explosives storage site, etc.). See Letter, Donna R. Cupp (March 1, 2017).

A low tax rate (increases subject to voter approval) and or other operational necessities were the issues that previously prevented all Fire Protection Districts in Lyon County (e.g., North Lyon County Fire Protection District (“FPD”) (“North Lyon Fire”), Mason Valley FPD (“Mason Valley Fire”), Smith Valley FPD (“Smith Valley Fire”), and Central Lyon County FPD (“Central Lyon Fire”) from funding the same R. Spillman dispatch software albeit the Fire and EMS modules that the Lyon County Sheriff’s Office (“Lyon County Sheriff”) uses to dispatch law enforcement calls.

In North Lyon County Fire’s jurisdiction, voters have three times rejected increasing the District’s tax rate.

Pool PACT’s funding of this innovative risk management solutions presents a unique opportunity for all FPDs in Lyon County to quickly and efficiently make their dispatch system state of the industry in Nevada and on par with other Fire and EMS jurisdictions in Nevada.

The reason that North Lyon Fire and the other FPDs seek funding of 80 percent of \$62,917.00 is to prevent employee injuries or death.

## POOL PACT Risk Mgmt Grant App Narrative (Spring 2017)

### Part II. Explanation for lack available funds:

a) Explain why your agency needs assistance to fund this risk management initiative. Please include an overview of the current budget and planned expenditures:

North Lyon County Fire Protection District ("North Lyon Fire") was organized in accordance with Nevada Revised Statutes ("NRS") 474.010 to 474.450, inclusive, and is a political subdivision of the State of Nevada ("State") (see NRS 474.125(1)(a)) but is separate from county activities and any other political subdivision of the State (see NRS 474.007). Some of the other Fire Protection Districts.

North Lyon Fire's tax base (see NRS 474.200) is insufficient to sustain North Lyon Fire's Funds, especially for a county-wide issue such as the R. Spillman Fire and EMS module dispatch software. The People have, several times, not voted to increase the tax base. As a result, North Lyon Fire has had to send out staff and various Types of North Lyon Fire equipment (Engines, Water Tenders, Patrol Vehicles, etc.) to fires in other jurisdictions to build its existing Acquisition Fund.

Neither Lyon County nor all of the FPDs have the resources to make their dispatch system state of the industry.

b) Please describe how the matching funds, if any, will be obtained:

North Lyon Fire will use funds earned by billing equipment (e.g., Fire (Brush) Trucks, Water Tenders, and Patrol Vehicles) and personnel during last year's fire season to fight wildland fires in other jurisdictions and deposited in its Acquisition Fund to pay the \$12,583.40 Match, and have the other FPDs pay their share (\$3,145.85) to North Lyon Fire.

### Part III. Project Request:

If benefits of this project will aid or involve other departments, members or organizations, please describe:

This innovative risk management grant will aid not only all four FPDs in Lyon County: Mason Valley Fire, Smith Valley Fire, Central Lyon Fire and North Lyon Fire by replacing their old "paper run card" dispatch system with comparable modules like that used by the Lyon County Sheriff's Office and other law enforcement agencies in Lyon County (R. Spillman software) but it will aid the Lyon County Sheriff's Office Dispatchers and other agencies too (e.g., Cities and towns in Lyon County, Lyon County's Emergency Manager, Local Emergency Planning Committee ("LEPC"), Communications Advisory Board ("CAB"), etc.) since currently the R. Spillman Fire and EMS modules are not being used. Most importantly, this innovative risk management grant will protect the public and potentially prevent claims against the FPDs and others.

## INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada  
Acting By and Through Its

Department of Conservation and Natural Resources  
Nevada Division of Forestry  
2478 Fairview Drive, Carson City, Nevada 89701  
Phone (775) 684-2500 – Fax (775) 684-2570

And

Smith Valley Fire Protection District  
One Hardie Lane, Smith, NV 89430  
Phone 775-465-2577

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to Smith Valley Fire Protection District and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective July 1, 2017 to June 30, 2019, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM (WFPP) SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost of \$10,000 for State Fiscal Year 2018 and \$10,000 for State Fiscal Year 2019, not to exceed \$20,000 with quarterly installments payable in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State employed attorneys and County employed attorneys.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

a. To the fullest extent of limited liability as set forth in paragraph (11) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. 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.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).



**Attachment A**  
**WILDLAND FIRE PROTECTION PROGRAM**  
**SCOPE of WORK**

**I. IDENTIFICATION OF ENTITIES**

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter “DCNR”) which exists pursuant to NRS 232.010(1), and the Nevada Division of Forestry (hereinafter “DIVISION”) which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as “STATE” in this Agreement);
- B. Smith Valley Fire Protection District, is a political subdivision of the State of Nevada (hereinafter “DISTRICT”);

**II. RECITALS**

WHEREAS, all signatories to this Agreement are public agencies authorized by Chapter 277 of the Nevada Revised Statutes to enter into interlocal and cooperative agreements with each other for the performance of governmental functions; and;

WHEREAS, the DISTRICT is authorized to serve its community in many different ways, including emergency situation management such as fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others.

WHEREAS, the DIVISION has responsibility to supervise or coordinate all forestry and watershed work on state-owned and privately owned lands, including fire control, in Nevada, working with federal agencies, private associations, counties, towns, cities or private persons and;

WHEREAS, the DIVISION may maintain or have access to additional specialized wildfire expertise and suppression resources and;

WHEREAS, wildland fires are defined as unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, it is to the mutual advantage of the DIVISION and the DISTRICT to work closely together to maintain effective wildfire management without duplication, and to coordinate efforts with federal cooperators and;

WHEREAS, the DIVISION and the DISTRICT desire to define their roles, responsibilities and relationships to achieve the most effective protection of forest, range, and watershed lands and;

WHEREAS, the DIVISION and the DISTRICT recognize that safe, aggressive initial attack is often the best suppression strategy to keep wildland fires small and costs down and;

WHEREAS, the DIVISION recognizes the DISTRICT as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role, yet remain available to assist in other Incident Command System (ICS) roles upon request and;

WHEREAS, it is understood that the mission and intent of all parties is to quickly suppress wildland fires regardless of jurisdiction and/or ownership. It is considered mutually beneficial to all parties to jointly take action as necessary to safely and effectively contain all wildland fires and;

WHEREAS, the DISTRICT has requested to participate in the DIVISION Wildland Fire Protection Program (hereinafter WFPP), and the DIVISION is authorized to render wildland fire protection services, including cost reimbursement, to the DISTRICT;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter “NWCG Glossary”);

WHEREAS, all incident business shall be conducted in accordance with the NWCG Interagency Incident Business Management Handbook (hereinafter “IBMH”);

NOW THEREFORE, in consideration of the above premises, it is agreed between the parties as follows:

### **III. TERMS**

#### **A. Location**

The DISTRICT will provide the DIVISION an accurate map of the current jurisdictional boundaries the DISTRICT enrolled in the WFPP.

#### **B. Payment**

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, or as authorized by the DIVISION Regional Duty Officer due to the accelerated complexity of the incident. The DIVISION will pay qualifying wildland fire suppression expenses to (or for) the participating DISTRICT jurisdiction in the WFPP.

##### **1. Qualifying Expenses**

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31<sup>st</sup> each year, of the jurisdiction) commensurate with values at risk,

for wildland fire suppression and support resources engaged in wildland fire suppression within the DISTRICT jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the IIBMH.

- Assistance By Hire (ABH) resources, including aviation and hand crew resources, when all initial attack suppression forces have been exhausted. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency's direct protection area shall be Assistance By Hire.
- Extended Attack resources (Assistance by Hire), services and supplies with a Resource Order number.
- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set-up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch personnel and services
- Fire suppression damage repair.

## 2. Excluded Expenses

- Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24 hour mutual aid period.
- DISTRICT equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in "mutual aid" to DISTRICT.
- "Profit" and Administrative fees.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- DISTRICT Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns that were initiated by the DISTRICT and violated the terms and conditions of the burn plan, whether intentionally or not.

### 3. Negotiable Expenses

Costs not outlined above may be subject to negotiation between the parties for payment.

The DISTRICT should notify the DIVISION of any questions, issues or situations regarding qualifying expenses that are not clear or require negotiation. The DIVISION will set a meeting to discuss and/or resolve. If the parties are unable to reach a mutually agreeable resolution, either party may refer the matter to the Review Committee (Section K) for further action.

#### **C. Annual Planning Meeting**

Annually, representatives of the DIVISION, the DISTRICT, and others deemed necessary, shall meet and jointly discuss, review, and update as necessary the WFPP and set rates for personnel and equipment. The DIVISION will arrange the date and location for the meeting each year.

#### **D. Delegation of Authority**

The DISTRICT extends a “blanket” delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the DISTRICT’s jurisdiction. For emergency activities, a formal delegation of authority by the DISTRICT may be created and administered to the DIVISION at the discretion of the DISTRICT.

#### **E. Use of Incident Management Teams**

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an Agency Administrator on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

The DISTRICT may request the DIVISION to assist with “all-hazard” incidents as needed and within the scope and qualifications of DIVISION resources, based upon DIVISION availability.

#### **F. Organizing, Equipping, and Training**

The DISTRICT will cooperate in the training, equipping and maintaining of wildland firefighting forces in the DISTRICT.

The DIVISION will assist the DISTRICT in the organizing and training of DISTRICT and cooperator forces to detect, contain and extinguish wildland fires, at no charge.

## **G. Wildfire Pre-Suppression**

The DIVISION will provide, at the DISTRICT'S request, technical assistance with hazardous fuels reduction and/or modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The DIVISION will provide, at the DISTRICT'S request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the DIVISION and the DISTRICT will collaborate on a wildland fire prevention program that includes a common message.

## **H. Wildfire Suppression**

The DIVISION and the DISTRICT will utilize the "closest forces" concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. The DIVISION will pay DISTRICT volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the DISTRICT.

## **I. Reporting/Notification**

The DISTRICT will notify the DIVISION Regional Duty Officer of any wildland fire in their jurisdiction that may require DIVISION assistance at time of size up or as soon as reasonably possible.

## **J. Prescribed Burning**

The DIVISION and the DISTRICT will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the DISTRICT based upon availability. Prescribed burning costs are not eligible for reimbursement under the WFPP.

## **K. Review Committee**

The STATE will establish a review committee to adjudicate issues or questions between the DIVISION and the DISTRICT which cannot be resolved informally through the parties. The Director of the Department of Conservation and Natural Resources (DCNR) will request one STATE representative and two individuals from jurisdictions other than where the dispute is occurring to serve on the Committee. The Committee will meet and discuss the issue and make a non-binding recommendation to the Director of DCNR for a final decision. The use of a Review Committee, however, is not intended to alter or supplant any other remedy either party may have at law.

## **L. Reimbursement/Payment**

The DIVISION will provide reimbursement to the DISTRICT, or provide for direct payment of approved costs to Federal Agencies and other vendors.

The DIVISION will provide a template/process for billing eligible DISTRICT costs to the Wildland Fire Protection Program.

1. Billing invoice requirements:
  - a. One incident per invoice;
  - b. Incident name;
  - c. Incident start date;
  - d. Incident number (State and Federal);
  - e. Contact point for questions;
  - f. Standard billing documentation: Dispatch Resource Orders, Cost Share Agreements, Transaction Registers and backup documentation (Resource Order Numbers for all Supplies, Incident Dispatch Log).

The DISTRICT will prepare and submit to the DIVISION incident billing packages no later than six (6) months from the date the incident is declared out, with the exception of certain FEMA, Civil Cost Recovery and other incidents that warrant specific time tables. The DIVISION reserves the right to return billing packages not meeting the billing invoice requirements outlined above, for correction. Failure to meet these timelines shall not be construed as a release or waiver of claims for reimbursement against the other party. If the six (6)-month timeframe cannot be met, immediate written notification shall be made to the DIVISION Deputy Administrator.

For Federal Emergency Management Agency (FEMA) billings, the DIVISION will be the lead agency for all bills to be submitted for the Fire Management Assistance Grant Program (FMAG). The DIVISION requires estimated bills from the DISTRICT within 30 days of the fire being declared out. The DISTRICT will track resources and costs associated with wildland fires.

## **M. Non-Wildland Fire Emergency Assistance**

The DIVISION will provide to the DISTRICT participating in the WFPP, assistance without cost (subject to availability) requested by the DISTRICT for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment, when such needs exceed the resource capability of the DISTRICT as determined by the State Forester Firewarden or designee.

## **N. Cost Share Agreements**

The DISTRICT will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require a cost share agreement between agencies/jurisdictions. The DIVISION will assume an active role in the development of the cost share agreement and must

ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

**O. Fire Investigations**

PARTIES shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions, to the fullest extent possible. The DISTRICT shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. The DIVISION has the ability to seek cost recovery actions on known human caused fires. To the extent permitted by State law, the DISTRICT will provide investigation files relative to the fire to the DIVISION.

# Revisions to WFPP Scope of Work for 2017 – 2019

## Page 1 and 2, added recitals:

WHEREAS, wildland fires are defined as an unplanned, unwanted wildland fire including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to put the fire out;

WHEREAS, the DIVISION recognizes the COUNTY as the Agency having primary jurisdiction, the DIVISION will participate at an Incident Command Post (ICP) in a primary Wildland Fire Protection Program (WFPP) fiscal role, yet remain available to assist in other Incident Command System (ICS) roles upon request and;

WHEREAS, all terminology herein shall be defined by the National Wildfire Coordinating Group (NWCG) Glossary of Wildland Fire Terminology (hereinafter “NWCG Glossary”);

WHEREAS, all incident business shall be conducted in accordance with the NWCG Interagency Incident Business Management Handbook (hereinafter “IIBMH”);

## Page 2, added paragraph to item B. Payment:

The DIVISION will assume incident costs consistent with the terms of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, or as authorized by the DIVISION Regional Duty Officer due to the accelerated complexity of the incident. The DIVISION will pay qualifying wildland fire suppression expenses to (or for) the participating COUNTY jurisdiction in the WFPP.

## Page 2 and 3, revised wording (underlined here) under 1. Qualifying Expenses:

Reasonable and prudent expenses (actual costs, based on established rates on file with the DIVISION by December 31<sup>st</sup> each year, of the jurisdiction) commensurate with values at risk, for wildland fire suppression and support resources engaged in wildland fire suppression within the COUNTY jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction and billed in accordance with the IIBMH.

## Revisions to Qualifying Expenses:

	<b>PREVIOUS VERSION</b>	<b>REVISED VERSION</b>
•	Initial Attack Suppression forces (Assistance by Hire), including aviation resources.	Assistance By Hire (ABH) resources, including aviation and hand crew resources, when all initial attack suppression forces have been exhausted. All requests shall be processed and recorded through the dispatching systems of the participating agencies on Resource Orders. Except for mutual aid, all requests for fire suppression assistance in an agency’s direct protection area shall be Assistance By Hire.

• Extended Attack resources (Assistance by Hire), services and supplies with a Resource Order number.	<i>No change</i>
• Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.	<i>No change</i>
• Fire Base Camp – Incident Command Post set-up and operational costs.	<i>No change</i>
• Food services for Incident personnel.	<i>No change</i>
• Transportation to/from Incident.	<i>No change</i>
• Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-289, Property Loss or Damage Report).	<i>No change</i>
• Use of Mobile equipment.	Deleted
• Use of Aircraft services.	<i>No change</i>
• Personnel costs utilizing established Rates based on actual operating costs.	<i>No change</i>
• Incident Management Team, mobilization and support.	<i>No change</i>
• Cost Share Agreements.	<i>No change</i>
• Dispatch overtime.	Dispatch personnel and services
• Fire suppression damage repair.	<i>No change</i>

**Revisions to 2. Excluded Expenses:**

	<b>PREVIOUS VERSION</b>	<b>REVISED VERSION</b>
•	COUNTY equipment, apparatus, personnel salary and benefits, unless expenses are directly attributed to a wildland fire covered under the WFPP.	Costs incurred following the initial dispatch of any ground resources to the fire for the duration of the initial 24 hour mutual aid period.
•	COUNTY equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.	<i>No change</i>
•	Individuals and agencies when in “mutual aid” to COUNTY.	<i>No change</i>
•	“Profit” and Administrative fees.	<i>No change</i>
•	Dispatch personnel and services, regular time.	Deleted
•	Agency Overhead personnel not	<i>No change</i>

	specifically assigned to the incident.	
•	Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.	<i>No change</i>
•	Claims and award payments.	<i>No change</i>
•	Interest and indemnities payments.	<i>No change</i>
•	COUNTY Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.	<i>No change</i>
•	Resources demobilized before the end of the mutual aid period.	<i>No change</i>
•	Escaped Prescribed Burns that were initiated by the COUNTY.	Escaped Prescribed Burns that were initiated by the COUNTY and violated the terms and conditions of the burn plan, whether intentionally or not.

**Page 4, added paragraph D. Delegation of Authority, which also revised lettering of existing paragraphs following (E. – O.):**

**D. Delegation of Authority**

The COUNTY extends a “blanket” delegation of authority to the DIVISION as the DIVISION performs pre-fire activities in the COUNTY’s jurisdiction. For emergency activities, a formal delegation of authority by the COUNTY may be created and administered to the DIVISION at the discretion of the COUNTY.

**Page 4, added verbiage (underlined here) to E. Use of Incident Management Teams:**

The COUNTY will notify the DIVISION State Duty Officer of any wildland fire in their jurisdiction that may require mobilization of an Incident Management Team. The DIVISION will participate in unified command role and actively participate as an Agency Administrator on any Type III, Type II or Type I wildland incident in a WFPP jurisdiction.

The COUNTY may request the DIVISION to assist with “all-hazard” incidents as needed and within the scope and qualifications of DIVISION resources, based upon DIVISION availability.

**Page 5, added verbiage (underlined here) to H. Wildfire Suppression:**

The DIVISION and the COUNTY will utilize the “closest forces” concept for all wildland fire responses. This concept dictates that the closest available, appropriate resources respond to initial attack fires, regardless of jurisdiction, whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire. The DIVISION will pay COUNTY volunteer fire departments \$20 per hour (with a two hour minimum) per fire engine/tender for wildland fire suppression responses in the COUNTY.

**Page 5, added verbiage (underlined here) and deleted verbiage (strikeout here) to J. Prescribed Burning:**

The DIVISION and the COUNTY will coordinate technical assistance for prescribed fires and fuels reduction projects. The DIVISION will provide burn resources at the discretion and amount requested of the COUNTY based upon availability. ~~Prescribed burning costs are not eligible for reimbursement under the WFPP. If initiated by the COUNTY Escaped Prescribed Fires (conversion to wildland fire) are not eligible for reimbursement or direct payment under the WFPP.~~

**Page 6, added verbiage (underlined here) to M. Non-Wildland Fire  
Emergency Assistance:**

The DIVISION will provide to the COUNTY participating in the WFPP, assistance without cost (subject to availability) requested by the COUNTY for emergencies which threaten human life or property including the use of DIVISION aircraft, Conservation Camp Crews, apparatus and heavy equipment, when such needs exceed the resource capability of the COUNTY as determined by the State Forester Firewarden or designee.