

**BOARD OF FIRE COMMISSIONERS
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

11:00 a.m.

OCTOBER 11, 2011

PRESENT:

John Breternitz, Chairman
Bonnie Weber, Vice Chairperson
Robert Larkin, Commissioner
Kitty Jung, Commissioner

Nancy Parent, Chief Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel
Michael Greene, Fire Chief

ABSENT:

David Humke, Commissioner

The Board convened at 11:17 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

11-129SF AGENDA ITEM 2

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The District will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the District as a whole.”

There was no response to the call for public comment.

11-130SF AGENDA ITEM 3A

Agenda Subject: “Approval of BOFC meeting minutes from the September 13, 2011.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Larkin, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 3A be approved.

11-131SF AGENDA ITEM 4

Agenda Subject: “Chief’s Report including Arrowcreek Station.”

Fire Chief Michael Greene reported that the Arrowcreek Station was on schedule and on budget. He anticipated the Station opening in February 2012.

There was no action taken or public comment on this item.

11-132SF AGENDA ITEM 5

Agenda Subject: “Ratification of a collective bargaining labor agreement between the Sierra Fire Protection District and the Sierra Fire Protection District Firefighters Association, IAFF Local 3895 effective July 1, 2011 for a one year term.”

Paul Lipparelli, Legal Counsel, explained since a question had been raised about the Open Meeting Law (OML), he suggested this item be brought back today to eliminate any doubt as to whether there was compliance. He said the Attorney General’s Office commonly recommended this approach and, in the abundance of caution, this would alleviate any problem that may have existed with the prior action. He said this action would assure the members of the Association that the Agreement was in place.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 5 be approved.

11-133SF AGENDA ITEM 7

Agenda Subject: “Consider of approval of an Interlocal Agreement between the City of Reno and Sierra Fire Protection District for dispatch services with a one year term retroactive to July 1, 2011 at a cost of \$124,000.00 (\$16,000.00 over previous one-year cost) and if approved, authorize the Chairman to sign on behalf of the Board.”

Commissioner Larkin asked if this contract had been offered to the Washoe County Sheriff’s Office (WCSO) since the Sheriff was leaning toward a consolidated dispatch center. Fire Chief Michael Greene replied that regional discussions were occurring; however, the discussions with the City of Reno regarding the renewal of the contract were suspended. Normally, this was an automatic renewal, but once those discussions with the City stalled, it was agreed upon for a one-year term. He said that the one-year contract, including the 90-day out, would allow the flexibility to participate in a regional dispatch center.

Commissioner Larkin noted that this agreement was retroactive to July 1, 2011 and would terminate on June 30, 2012. He asked if the County would be under any obligation to pay the full contract amount with the 90-day out, or was that a month-by-month basis. Chief Greene indicated it would be a pay-by-quarter. Commissioner Larkin remarked that if another arrangement was anticipated, the County would need to give notice in April 2012. Chief Greene stated that was correct.

Chairman Breternitz asked if the County would still have an option to restructure at the end of the contract. Chief Greene confirmed that to be true.

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Jung, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 7 be approved, authorized and executed. The Agreement for same is attached hereto and made a part of the minutes thereof.

11-134SF AGENDA ITEM 8

Agenda Subject: “Approval of an Interlocal Agreement between the Washoe County Sheriff’s Office (WCSO) and the Sierra Fire Protection District regarding cost and use of the WCSO firefighting capable helicopter. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that Agenda Item 8 be approved. The Agreement for same is attached hereto and made a part of the minutes thereof.

11-135SF AGENDA ITEM 9

Agenda Subject: “Commissioner’s/Managers Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda. (No discussion among Commissioners will take place on this item.)”

There were no Board member comments.

11-136SF AGENDA ITEM 10

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The District will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the District as a whole.”

There was no response to the call for public comment.

11-137SF AGENDA ITEM 6

Agenda Subject: “Possible closed session for the purpose of discussing negotiations with Sierra Fire Protection district employee Organizations per NRS 288.220.”

11:27 p.m. On motion by Commissioner Larkin, seconded by Commissioner Weber, which motion duly carried with Commissioner Humke absent, it was ordered that the meeting recess to a closed session for the purpose of discussing negotiations with the Sierra Fire Protection District per NRS 288.220. It was noted that the meeting would adjourn from the closed session.

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JOHN BRETERNITZ, Chairman
Sierra Fire Protection District

ATTEST:

AMY HARVEY, Washoe County Clerk
and Ex Officio Clerk, Sierra
Fire Protection District

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF RENO ON BEHALF OF
THE RENO EMERGENCY COMMUNICATIONS DIVISION
AND
THE SIERRA FIRE PROTECTION DISTRICT
FOR DISPATCH SERVICES

This Agreement is executed and entered into this ___ day of _____, 2011, by and between the Sierra Fire Protection District (hereafter referred to as "SFPD"), and the City of Reno, for and on behalf of the Communications and Technology Department, Reno Emergency Communications Division (hereafter referred to as "E-COMM").

WHEREAS, E-COMM, and SFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, SFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, E-COMM possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the SFPD;

WHEREAS, it is deemed that the services of E-COMM hereinafter set forth are both necessary to SFPD and in the best interests of both parties.

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

1. **EFFECTIVE DATE.** This Agreement shall be effective July 1, 2011 when approved and signed by official action of the governing bodies.
2. **TERM OF AGREEMENT.** Said Agreement shall continue from the effective date of this Agreement to June 30, 2012, provided neither party is in default or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with ninety (90) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.

4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.
- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. E-COMM will be responsible for providing the proposed revisions in the Agreement to legal counsel for the other party.
 - e. When both parties and their counsel have agreed to the recommended changes, then E-COMM will obtain the necessary approvals and signatures from the City of Reno and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** 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 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 herein as:

Reno Emergency Communications
Attn: Manager
P.O. Box 1900
Reno, Nevada 89505

Reno City Attorney
Attn: Chief Deputy City Attorney
P.O. Box 1900
Reno, Nevada 89505

Sierra Fire Protection District
Washoe County Manager's Office
PO Box 11130
Reno, NV 89520

6. **DUTIES AND RESPONSIBILITIES OF E-COMM.** The following is a description of the duties of E-COMM in accordance with the terms of this Agreement. E-COMM agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.

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- a. Receive, process and dispatch "9-1-1 emergency" calls for service to SFPD Jurisdiction;
- b. Receive, process and dispatch non-emergency calls for and to the SFPD Jurisdiction.
- c. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs.
- d. Maintain and record unit status and availability in a format required by City of Reno policy and procedure.
- e. Receive, process, relay and/or respond to radio transmissions from and to all SFPD personnel on the 800 MHz shared radio network or other means when necessary.
- f. With information provided by SFPD, maintain an equipment resource file, responsible person's file, personnel call-up list, programming for the CAD files, and agency personnel work schedule.
- g. When requested by SFPD, notify the appropriate law enforcement agency, fire department or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with E-COMM policies.
- h. E-COMM will provide information and services related to NCIC/NCJIS inquiries when requested by SFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
- i. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
- j. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
- k. Provide routine "testing" of communications equipment in accordance with City of Reno Policies and Procedures.
- l. Maintain all communication equipment located within the Communications Center to permit transmission of law enforcement complaints, emergency or nonemergency communications to and from SFPD in compliance with applicable FCC, federal, state and local laws.
- m. E-COMM shall use its best efforts to dispatch all SFPD calls for service in accordance with NFPA standards of dispatch, within one (1) minute from call initiate to station tone-out 90% of the time.
- n. E-COMM shall provide a monthly report of compliancy to NFPA standards as identified in (m) above.
- o. Reno E-COMM subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.

7. **DUTIES AND RESPONSIBILITIES OF SFPD.** The following is a description of the duties of SFPD in accordance with the terms of this Agreement. SFPD

agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all "exterior" communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with E-COMM through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that SFPD determines is essential to their operation.
- c. Notify E-COMM of the geographic boundaries of SFPD's jurisdiction and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of SFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through E-COMM for proper and prompt handling.

8. **PAYMENT TERMS.** E-COMM agrees to provide the services set forth herein for a cost as determined by the following formula:

- a. The amount equivalent to the percentage of dispatched SFPD calls for service and radio activity applied to the Communications Division budget, plus
- b. The amount equivalent to the salary and benefits of one Public Safety Dispatcher as determined by the entry level salary and benefits afforded the classification under Agreement, not including overtime, plus
- c. The amount equivalent to the salary and benefits of providing one seasonal dispatcher on a console from June 1 to October 31. The console will be manned from 1400 hours to 2200 hours, seven (7) days a week at entry level dispatch hourly wage.
- d. For the first two quarters under this Agreement, the parties agree that the services set forth herein shall be provided for a total amount not to exceed Fifty Four Thousand and 00/100 Dollars (\$54,000) (ie., services provided through December 31, 2011).

For purposes of this Agreement, the figures used for calculation will be based upon the number of SFPD calls for service, excluding mutual aid and automatic aid calls, as compared to the number of calls for service for the entire Communications Center for the fiscal year ending on the June 30th preceding the August 1st payment date and the Agreement salary and benefit figures for the fiscal year commencing on the August 1st payment date. Having payment due on August 1st will allow for proper calculations to be completed and submitted after the June 30th completion date of the fiscal year.

SFPD shall tender payment to E-COMM within 30 days of receipt of quarterly invoices.

9. **RECORD MAINTENANCE.** E-COMM agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the SFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all SFPD, state and federal regulations and statues. The period of retention shall be set forth by E-COMM, dictated by E-COMM's policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

10. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

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. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

12. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41

13. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the 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. E-COMM shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be

deemed or construed to create a partnership or joint venture, to create relationships of any 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 parties.

14. **USE OF EQUIPMENT AND FACILITIES.** All equipment and maintenance of equipment located within E-COMM's facility, either radio or telephonic, shall remain the property of E-COMM. The facility is for the sole purpose of E-COMM and its personnel.

15. **INSPECTION AND AUDIT.**

a. **Books and Records.** E-COMM agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to maintain pursuant to this Agreement and Nevada law.

b. **Inspection & Audit.** E-COMM agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, documentation related to the terms herein shall be subject, at any reasonable time, to inspection, examination, review, audit and copying by SFPD, at any office or location of E-COMM where such records may be found, with or without notice by SFPD, or any of its authorized representatives.

c. **Period of Retention.** All books, records reports and statements relevant to this Agreement must be retained for the period of time set forth as required under Nevada law. 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.

16. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, 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.

17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement 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.

18. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Agreement 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

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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 Agreement after the intervening cause ceases.

19. **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.
20. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. **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.
22. **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 Agreement.
23. **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 perform the services set forth in this Agreement.
24. **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. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
25. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
26. **ENTIRE AGREEMENT 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 an integrated attachment to this Agreement specifically displays a

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mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. 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.

27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

28. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2011.

**CITY OF RENO
ON BEHALF OF THE RENO
EMERGENCY COMMUNICATIONS
DIVISION (E-COMM)**

**SIERRA FIRE
PROTECTION DISTRICT
BOARD OF FIRE COMMISSIONERS**

BY: _____
Robert A Cashell, Sr., Mayor

BY: _____
John Breternitz, Chair

DATE: _____

DATE: _____

ATTEST:

BY: _____
City Clerk

BY: _____
Clerk

DATE: _____

DIRECTOR, E-COMM

BY: _____

NAME: _____
Daniel Johnson

DATE: _____

11-2011

APPROVED AS TO FORM:

BY: _____

NAME: _____

Deputy City Attorney

DATE: _____

11-1-2024

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement", is made and entered by and between the County of Washoe, a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff's Office, 911 Parr Boulevard, Reno, NV 89512, hereinafter the "WCSO", the Sierra Fire Protection District, care of Manager's Office, 1001 E. 9th St., Reno, NV 89511, hereinafter the "SFPD," the Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD," and City of Reno, as agent for Truckee Meadows Fire Protection District under the First Amended Interlocal Agreement for Fire Service and Consolidation dated July 1, 2004, hereinafter "CITY" and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." SFPD, TMFPD, NLTFPD, and CITY as agent for TMFPD may be collectively referred to as the "Fire Districts," and TMFPD and CITY may be collectively referred to as "Consolidated Fire Department." The parties to this agreement also may be referred to as "participating agency" or "participating agencies."

WHEREAS, each of the parties are public agencies and political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the WCSO owns and operates an HH1-H helicopter on which a water tank for fire suppression can be affixed, as well as two OH-58 helicopters which aircraft are suitable for use for aerial observation purposes; and

WHEREAS, the Fire Districts are responsible for wildland fire monitoring and suppression within their respective areas of unincorporated Washoe County; and

WHEREAS, aerial fire monitoring and suppression instituted by the Fire Districts can be done more cost-effectively using the aerial resources of the WCSO; and

WHEREAS, the parties desire that the WCSO respond for the purposes of aerial wildland fire monitoring and suppression for the Fire Districts, which response shall include such mutual training exercises as the parties to this Agreement shall agree are necessary to provide the level of service and margin of safety appropriate for such purposes; and

WHEREAS, the Fire Districts' respective lands all pose fire dangers at times and, therefore, the Fire Districts agree to participate in portions of the administration and costs of the duties and obligations to the WCSO as set forth in this Agreement;

NOW, THEREFORE, based on the foregoing premises and the following covenants, terms and conditions, the parties hereto do hereby agree as follows:

**INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT**

11-15-11

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2012.

2. **TERMINATION:** Any party may terminate this Agreement without cause, solely as to its duty and obligation hereunder, upon 90 days written notice to all other parties. Any party may terminate this Agreement for cause, solely as to its duty and obligation hereunder, after 30 days written notice to the defaulting party (ies) only if the defaulting party (ies) fail to cure the default within those 30 days. The notice shall specify the cause alleged as the basis for said termination. In the event any party terminates this Agreement for cause, the Agreement shall remain in force and effect with other parties who have not taken action to terminate.

3. **AGREEMENT AS TO PERSONNEL AND EQUIPMENT AND OPERATING PROTOCOLS AND PROCEDURES:**

A. Aircraft and Equipment:

1. The WCSO shall provide, when requested, the FIRE DISTRICTS a helicopter, and possibly other aircraft, if made available by WCSO, (hereinafter collectively referred to as "helicopter") for the use of FIRE DISTRICTS for monitoring and fire suppression purposes during fire season. For purposes of this Agreement, "fire season" shall be defined as commencing as of April 1 and ending as of October 31 during the applicable calendar year. Except as specifically provide otherwise provided in this Agreement, the duties and obligations of FIRE DISTRICTS and WCSO in regard to said Aircraft and Equipment only apply during the fire season as so defined. WCSO as owner of helicopter and shall maintain the helicopter to applicable standards applicable to the allowed uses established by this Agreement, including standards referenced herein, and assure its availability to the Fire Districts during the Fire Season.

2. The helicopter provided shall be configured as follows:

a. A Type 2 helicopter, which aircraft shall be configured to meet ICS 420-1 minimum standards for a Type 2 helicopter, including but not limited to:

- 10 seats, including pilot;
- 2,500 pound card weight capacity; and
- 300 gallons of water capacity.

b. Include a fixed water tank capable of two (2) drops per sortie and equipped with a self-filling snorkel device.

3. The helicopter and any other aircraft provided pursuant to this Agreement shall be equipped, maintained and operated under all applicable Federal Aviation Agency (FAA) regulations.

4. The helicopter provided pursuant to this Agreement shall be operated, maintained and secured within the guidelines of the Federal Excess Personal Property (FEPP) Program and its sponsors, the United States Forest Service,

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

hereinafter referred to as the "USFS" and the Bureau of Land Management, hereinafter referred to as the "BLM."

5. The WCSO shall provide pilots for any helicopter and all other aircraft provided pursuant to the terms of this Agreement and shall be responsibly to assure that such pilots have proper training and adequate supervision to accomplish the allowed uses established by this Agreement.

6. All pilots provided by the WCSO shall have current commercial licenses. For firefighting missions that involve federal lands, the pilots shall also have current permits and approvals (carding) from USFS and BLM for firefighting missions.

7. The WCSO shall notify FIRE DISTRICTS of the schedule for inspections of any of the helicopter, including other aircraft made available, as provided by the WCSO to the FIRE DISTRICTS during the term of this Agreement and allow each FIRE DISTRICTS representative to attend the card review procedures. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

8. The WCSO shall also supply, if requested by the FIRE DISTRICTS, and for additional cost, necessary supporting equipment for the helicopter, including but not limited to, an approved fuel-servicing vehicle sufficient to sustain eight (8) hours of helicopter flight under firefighting conditions. The fuel-servicing vehicle shall be inspected by the FIRE DISTRICTS and WCSO shall comply with all fire, vehicle and other applicable codes related thereto. This inspection is for informational purposes and does not impose any form of duty or liability on Fire Districts to ascertain fitness for purpose or to confirm adequate maintenance has been performed.

9. Any helicopter supplied pursuant to this Agreement shall be operated in accordance with the "Interagency Helicopter Operations Guide" (IHOG).

10. The FIRE DISTRICT that requests use of Helicopter shall provide a helicopter manager, either a FIRE DISTRICTS employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement.

B. Operations

1. The FIRE DISTRICTS shall appoint a designated helicopter manager for all operations for which a helicopter is requested pursuant to this Agreement. The helicopter manager shall be responsible for the administrative and tactical functions of the aircraft. Although the FIRE DISTRICTS may select a helicopter manager based on its own selection criteria, the FIRE DISTRICTS will consult with the WCSO regarding the Selection.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING AND SUPPRESSION PERSONNEL AND EQUIPMENT

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2. The helicopters subject to this Agreement will be based at the Reno-Stead Airport. The FIRE DISTRICTS may, at its, option designate alternate bases for temporary operation. The FIRE DISTRICTS shall be responsible for the cost of flight time to and from the alternate base so designated.

3. The FIRE DISTRICTS may have interagency and cooperative-agreements with other local, state and federal agencies and may dispatch the helicopter to supply automatic and mutual aid pursuant to contracts with those agencies. The WCSO consents to the use by the FIRE DISTRICTS of the WCSO personnel and equipment designated in this Agreement pursuant to those agreements for wildland fire monitoring and suppression activities within the County of Washoe. Operations for such purposes outside of Washoe County may not be undertaken without the prior approval by the WCSO Assistant Sheriff of Operations - or a higher member of the WCSO Command Staff – which approval or denial shall be at the sole discretion of the WCSO. In any event such operations shall not exceed twenty (20) nautical miles beyond the Washoe County boundary lines.

4. In the event that a WCSO helicopter is not available for a response to a FIRE DISTRICTS' request for a fire monitoring or suppression mission due to being utilized by a another agency for fire monitoring or suppression, it will be the responsibility of the FIRE DISTRICTS and the Incident Commander of the fire in which the helicopter is already working, to determine which fire should receive priority for air support.

5. Further operational and related details concerning the parties' performance under this Agreement in regard to said Aircraft and Equipment are set forth in the parties' Aviation Fire Suppression Program Operational Plan 2010 ("Operating Plan") executed contemporaneously herewith. The terms and conditions of this Agreement shall govern and resolve any conflicts between the Operating Plan and this Agreement.

C. Availability As follows:

1. During the Fire Season, and during the duration of this Agreement the helicopter shall be available:

- a. Immediate Response: The helicopter shall be available for immediate response during designated "Red Flag" days. "Red Flag" days shall be defined as those days that the National Weather Service has issued a "Red Flag" warning for any area under the FIRE DISTRICTS' responsibility. For the purposes of this Agreement, the phrase "immediate response" shall mean the helicopter is in flight within fifteen (15) minutes of receipt of the contact by the WCSO from the FIRE DISTRICTS requesting such equipment's dispatch.

INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
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- b. Standby Time: The helicopter will be available five (5) days per week, eight hours (8) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will be taken into consideration for operational hours as the WCSO will not be qualified to fight fires at night during the period of this Agreement. The "designated days" of the week will be at the discretion of the WCSO. The response time shall be no more than thirty (30) minutes from notification of the WCSO by the FIRE DISTRICTS requesting such dispatch. For "Red Flag" days that fall outside of a designated five (5) day work week, the WCSO shall staff the helicopter for immediate response if requested and for an additional cost as hereinafter set forth.
- c. The helicopter may be made available each day for recall for hours that fall outside of the WCSO's designated work week hours. This recall status will be available for an additional cost. For the purposes of this Agreement, "recall" shall mean the pilot is being recalled from an off-duty status and will respond to the hangar. The helicopter will be staffed and in flight within one (1) hour of notification of the designated recall pilot.
- d. Time Schedules: The FIRE DISTRICTS and the WCSO, in cooperation with the other involved fire departments and districts will meet and mutually agree on duty hours prior to the start of the fire season.
2. The WCSO shall provide immediate notification to the FIRE DISTRICTS' Chief of Operations of any inability of the WCSO to provide the designated personnel and equipment pursuant to the terms and conditions of this Agreement.
3. The WCSO shall provide all necessary support for continuous, uninterrupted operation of the helicopter whenever required pursuant to the terms of this Agreement. This support shall include, but not be limited to, a staffed fuel truck and other services as required.
4. The WCSO may, at its sole discretion, when so requested by the FIRE DISTRICTS, make an additional helicopter (OH-58) available to the FIRE DISTRICTS for aerial observation. Such additional aircraft is subject to the immediate direction of the WCSO. The FIRE DISTRICTS may, at their discretion, request such additional aircraft on a call-when-needed basis when the FIRE DISTRICTS' incident commanders request additional firefighting resources. The FIRE DISTRICTS shall reimburse the WCSO for such call-when-needed aircraft in accordance with the terms of this Agreement. A qualified helicopter manager will be assigned to call-when-needed aircraft when available, but shall not delay a response.
5. When the FIRE DISTRICTS request the availability of an observation helicopter and it is made available by the WCSO, the FIRE DISTRICTS acknowledges that such OH-58 helicopters operated by the WCSO are not and will not be "carded" by

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the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

6. Except as provided in Section 3 of this Agreement, in the event that other agencies request the use of the WCSO'S aircraft, the use of those aircraft shall be governed by the terms of use established by the WCSO with those agencies.

D. Training

1. All pilots assigned to aircraft under this Agreement shall be trained in the policies, frequency plans and special safety issues of the FIRE DISTRICTS and Federal firefighting aviation assets. This knowledge may, in the alternative, be gained by attending NDF/USFS/BLM Aviation safety meetings, pre-season inter-agency operations meetings and other such opportunities. The FIRE DISTRICTS shall make such opportunities available to the WCSO's pilots at no charge, cost or fees for such attendance and participation.

2. WCSO shall train the helicopter manager in the duties and responsibilities of the crew chief at no additional charge, cost or fee for such training other than assessment of the charges and fees designated for use of the WCSO personnel and equipment for such training and operational usage by the FIRE DISTRICTS of such personnel and equipment.

3. The WCSO'S Aviation Unit manager or his designee and all pilots (based upon availability) assigned to aircraft under this Agreement shall attend a FIRE DISTRICTS' approved pre-season workshop.

4. The WCSO shall make its helicopters reasonably available, at the agreed hourly flight rate, for firefighting coordination training of flying crews and helicopter managers.

E. Communications:

1. A morning report shall be transmitted to the on-duty Battalion Chiefs for the FIRE DISTRICTS as well as the Incline, Reno Fire and Minden Dispatch centers within 30 minutes of commencement of daily operations.

2. This report shall include:

- Status of RAVEN 3 (HH-1H, Huey)
- Response posture, immediate or stand-by
- Pilot name
- Special status changes; i.e., location if not Reno-Stead Airport
- Other available helicopters
- Name of Helicopter Manager

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3. The helicopter manager or the pilot shall ensure the following minimum information is obtained before liftoff on a fire mission:

- Location and name of incident (Latitude and Longitude if available)
- Command radio frequency
- ICS ground contact
- Call-up frequency if different from command frequency
- Air-to-air frequency if other aircraft are operating

4. At the FIRE DISTRICTS' request, the WCSO personnel who participate in a response will attend any FIRE DISTRICTS' meetings to discuss the response to the incident subject to said attendance occurring during such personnel's regular duties days and hours.

F. Funding and Reimbursement::

1. As and for advance funding for the availability during a fire season of designated WCSO equipment and personnel at times constituting the WCSO's designated work week and hours, the FIRE DISTRICTS will provide advance funding to the WCSO as follows:

- a. The SFPD shall provide to the WCSO \$15,000 within 30 days of acceptance by all parties to this Agreement.
- b. The TMFPD shall provide to the WCSO \$50,000 within 30 days of acceptance by all parties to this Agreement.
- c. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

The purpose of the advance funding by each of the FIRE DISTRICTS is to ensure the ability of each district to request a WCSO helicopter for wildland fire monitoring and/or suppression pursuant to the terms of this Agreement. The advance funding shall be utilized at the discretion of the WCSO in its sole and absolute discretion.

2. Reimbursement for Flight Time: The FIRE DISTRICTS do not guarantee a maximum or minimum number of flight hours that may be utilized for training and the monitoring and suppression of wildland fires during the term of this Agreement, such usage being subject to the nature and extent of such incident during the term of this Agreement. When the aircraft of the WCSO covered by this Agreement are operating at the request of a FIRE DISTRICT, that FIRE DISTRICT is solely responsible to reimburse the WCSO as follows:

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- \$1,190 per flight hour for the HH-1H Huey helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.
- \$525 per flight hour for the OH-58 helicopter. Flight time shall be accrued and reimbursed in tenths of an hour based upon a battery-activated hour meter and shall include fuel.

3. Personnel Surcharges: Anytime a WCSO pilot is operating on behalf of a FIRE DISTRICT, or is requested by the FIRE DISTRICTS to be available for an immediate response or to be on standby, outside of the WCSO designated work week hours, the FIRE DISTRICTS shall pay a surcharge.

- a. A request to be available for immediate response shall generate a surcharge of \$100 per hour (\$152 per hour on a holiday) to be paid to the WCSO by the FIRE DISTRICTS. Each FIRE DISTRICT shall pay ¼ of this surcharge. The remaining quarter shall be paid by the Washoe County Fire Suppression Budget. Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- b. When WCSO personnel operate aircraft at the request of a FIRE DISTRICT, then that FIRE DISTRICT is solely responsible for the surcharge of \$100 per hour (\$152 per hour on a holiday). Holidays will be defined in accordance with the Washoe County Deputies Association contract with the County.
- c. When any one or more of the FIRE DISTRICTS request the WCSO to guarantee availability of a pilot at times outside of the WCSO's designated work week hours (i.e., "immediate availability" not desired but rather on "standby" with a pager, e.g.), the FIRE DISTRICTS shall pay to the WCSO a surcharge of \$9.25 per hour per person (\$14.00 on a holiday). This surcharge is mandated in accordance with Washoe County Deputies Association contract with the WCSO, specifically ¼ hour pay per hour of "stand-by time." The FIRE DISTRICTS must notify the WCSO Aviation Unit manager 8 hours prior to the desired recall period to determine pilot availability and provide proper prior notice and crew rest to the designated pilot. The FIRE DISTRICTS shall each pay ¼ of this surcharge. The remaining quarter is to be paid by the Washoe County Fire Suppression Budget. When said pilot is then requested for immediate availability, or requested to operate aircraft, then this standby status is terminated along with this surcharge and the surcharge rate in paragraph 3.F.3.b immediately above applies.
- d. The FIRE DISTRICTS may request a pilot to respond outside of the WCSO's designated work week hours but without designating a pilot for standby; however the WCSO will not guarantee a response in such event.

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- e. If a fuel truck is requested by a FIRE DISTRICT to respond to a fire, the requesting FIRE DISTRICT is solely responsible for and shall pay \$37 per hour (\$55 per hour on a holiday) for the driver. The requesting FIRE DISTRICT shall pay – in addition - \$1.00 per mile from the Reno-Stead Airport to and from any staging area. For any training activities provided to the FIRE DISTRICTS in which the fuel truck is requested, the rates in this paragraph apply and shall be equally shared by the FIRE DISTRICTS participating in the training. These rates include fuel.
- f. The WCSO Aviation Unit Manager or his designee shall prepare, during each month during the term of this Agreement when a reimbursement is due, a month-end invoice detailing services rendered and the associated costs in accordance with this Agreement. A copy of any backup documentation will be provided to the FIRE DISTRICTS when requested of the WCSO Finance Liaison Officer.
- g. The FIRE DISTRICTS shall remit to the WCSO full payment within 30 days of receipt of the invoice, which payment shall be by a check made out to the Washoe County Sheriff's Office, RAVEN program.

4. **ADMINISTRATION:** The FIRE DISTRICTS' Chiefs and the Washoe County Sheriff shall be responsible for the administration of this Agreement. Each party to this Agreement represents to the other that it has sufficient resources and/or other agreements to perform the covenants, terms and conditions set-forth hereunder. The terms of this Agreement may be modified only by written agreement of the parties hereto.

5. **EMPLOYMENT STATUS:** The WCSO and the FIRE DISTRICTS individually shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the WCSO shall be responsible for management of and costs associated with the WCSO employees, and the FIRE DISTRICTS shall be responsible for management of and the costs associated with the FIRE DISTRICTS' employees.

6. **ENTIRE AGREEMENT & SEVERABILITY:** This Agreement contains all of the commitments and agreements of the parties. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **NOTICE.** 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 if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail,

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return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

8. 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 other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable 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 other party, 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 Agreement must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. 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.

9. LIABILITY OF PARTICIPATING AGENCIES

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, each participating agency agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees and agents 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 act or omissions of the participating agency, its officers, employees and agents arising out of the performance of this Agreement. Each agency may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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B. Each participating agency shall be responsible for, and the other agencies shall have no obligations with respect to the following:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance
3. Participation in any group insurance plans available to employees
4. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies

C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless from liability for damages, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

D. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, participating agencies shall indemnify and hold other participating agencies harmless for damage, or from liability for damages, resulting from the use of another agencies' equipment or vehicle while acting in official capacity in furtherance of this agreement. This excludes liability for damages arising from mechanical or other defects with the equipment or vehicles, for which the owning agency shall be responsible. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

10. WORKERS' COMPENSATION. For the limited purpose of the exclusive remedy set forth in NRS 616A.020, all parties shall be deemed to employ jointly a person who is an employee of either party and sustains an injury by accident or occupational disease while participating in the matter for which assistance was requested. However, for the purpose of providing insurance benefits pursuant to NRS 616A through NRS 616D and NRS 617 each party shall provide such benefits to its own employees at its own expense. The parties waive any indemnification provision with respect to such industrial injuries or occupational diseases.

11. 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. The parties consent to the jurisdiction of the Second Judicial District Court of the State of Nevada for interpretation and enforcement of this Agreement.

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

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AND SUPPRESSION PERSONNEL AND EQUIPMENT**

11.5.11

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

**BOARD OF FIRE COMMISSIONERS
FOR THE SIERRA FIRE
PROTECTION DISTRICT**

COUNTY OF WASHOE

BY: _____
JOHN BRETERNITZ, CHAIR

By: _____
JOHN BRETERNITZ, CHAIR

DATE:

DATE:

ATTEST:

ATTEST:

Chief Deputy Clerk

County Clerk

**BOARD OF FIRE COMMISSIONERS
FOR THE TRUCKEE MEADOWS
FIRE PROTECTION DISTRICT**

DATE:

ATTEST:

BY: _____
JOHN BRETERNITZ, CHAIR

Chief Deputy Clerk

CITY OF RENO

DATE:

ATTEST:

BY: _____
ROBERT A. CASHELL, SR. MAYOR

City Clerk

Approved as to form:

Reno City Attorney's Office

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AND SUPPRESSION PERSONNEL AND EQUIPMENT**

BOARD OF FIRE COMMISSIONERS
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT

DATE:

ATTEST:

BY: _____
Dale Smith, CHAIR

Chief Deputy Clerk

11-21-11