

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

TUESDAY

11:00 a.m.

JANUARY 22, 2013

PRESENT:

Bonnie Weber, Vice Chairperson
Marsha Berkgigler, Commissioner
Vaughn Hartung, Commissioner
Kitty Jung, Commissioner

Nancy Parent, Chief Deputy Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

ABSENT:

David Humke, Chairman

The Board convened at 11:12 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:

13-01F 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 Board of Fire Commissioners as a whole.”

There was no response to the call for public comment.

13-02F AGENDA ITEM 3A

Agenda Subject: “Approval of the TMFPD-SFPD Joint Board of Fire Commissioners Meeting minutes for December 11, 2012.”

There was no public comment on this item.

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

Agenda Subject: “Fire Chief Report A) Report and discussion related to fire district operations by Chief Charles A. Moore; B) Monthly Statistics; and, C) Washoe County Volunteer Fire Fighters Association Report for December 2012.”

Fire Chief Charles Moore reviewed the monthly report in the staff report, which included administrative updates, operations updates, training updates, and fire prevention. He also reviewed the report containing non-audited figures based on data extracted from the District’s Incident Reporting System and Washoe County E-Comm Dispatch.

Commissioner Hartung asked for an explanation of a “Good Intent” call. Chief Moore explained that a Good Intent call was a report of a car accident, steam mistaken as smoke or when citizens observe an incident they perceive as an emergency; however, when crews arrived they found that the emergency was benign. Commissioner Hartung noticed that Station 17 in the Spanish Springs area was one of the District’s busiest stations. Chief Moore replied the high call volume for that Station was due to the automatic aid responses with the City of Sparks, which may be cancelled en route. Another leading cause for the numerous responses was due to the nursing homes in that area. On average, Chief Moore said the number of Emergency Medical Service (EMS) calls, structure or car fires were on par with many of the other stations. He noted that the Sun Valley Station received most of the bonafide emergency calls. Commissioner Hartung requested the number of EMS calls the District actually attended to in each of the jurisdictions. Chief Moore acknowledged that would be completed. He commented that staff was reviewing an auxiliary program for the next budget cycle, which would utilize volunteer fire fighters and place them as the fourth person on an engine.

Commissioner Hartung asked what the threshold would be for a Station to receive an additional piece of equipment. Chief Moore explained there were two issues that would result in a Station receiving an additional piece of equipment: total call volume for that particular engine company; and, simultaneous calls. Commissioner Hartung also requested the data for simultaneous calls.

Commissioner Jung stated that the Administrative Update noted the District was short 13 positions. She asked if those positions were considered when a requirement or condition could be that the hired employee would also be a paramedic in order to assist the response team in the outlying areas. Chief Moore stated that had been considered and agreed there were opportunities for the District to provide better medical care in some of the outlying areas. Commissioner Jung asked how that could become a policy. Katy Simon, County Manager, replied that would be by Board direction. She indicated there was paramedic coverage in the Sierra Fire portion of the District and felt the Chief preferred to come before the Board with a budget analysis and a unit of service analysis.

In future reports, Vice Chairperson Weber requested the Commission's Districts be noted when structure fires were listed.

Commissioner Hartung asked if the response times for the Regional Emergency Medical Services Authority (REMSA) in the outlying areas could be viewed in order to make a comparison when the EMS study was concluded. Chief Moore did not think that could be done, but the District was attempting to track their own arrival and patient contact and, if REMSA was simultaneously on the scene, then that could be tracked. It was also noted in the dispatch records when REMSA arrived and made patient contact. Due to the different locations for dispatch and the different systems that were being used that data could only be tracked manually.

Vice Chairperson Weber noticed that the Gerlach Volunteer Fire Department continued to be on the list for not turning in a Volunteer Report. She asked if the Volunteer Chief could be contacted to attempt to reach a solution.

Commissioner Jung inquired on the data that covered mutual aid response given, but noted there was no data for mutual aid received. Chief Moore stated that should have been included in the report and apologized for the oversight. Division Chief Tim Leighton indicated that the only mutual aid the District received was from the Sparks Fire Department and was for the exchange zone between the two agencies in sections of the Spanish Springs area. He said that was difficult to track because Engine 17 and the Sparks Fire Department dispatched together; however, 99 percent of the time one of those resources would be cancelled, which did not result in an automatic or mutual aid response and were not tracked.

Chief Moore conducted a PowerPoint presentation on the six month recap of the District, which was placed on file with the Clerk. The presentation included: the total number of incidents; incident types; wildland, structure and other fires; fire timeline for the Thunderbolt Drive fire; the opening of the Arrowcreek Fire Station; the dedication of the Hidden Valley Fire Station; the Lyon Fire; the Ironwood Fire; and, the White Pine Fire. Chief Moore showed a video that demonstrated the devastation from a fire in a garage structure that was packed floor to ceiling with boxes.

Commissioner Hartung commented if there was a change in the County Code to require fire suppression, he asked if that would require a change in the existing infrastructure to accommodate the need for increased flows. Chief Moore replied not for the areas that had a developed water supply. He explained that rural properties made those types of systems expensive. He said it would be determined if there was a specific threshold in the total square footage where that would be done.

Commissioner Jung questioned if "shake roofs" had ever been considered to be banned, and she felt that needed to be part of the conversation for fire suppression. She requested staff explore if any grant programs were available to replace some of the shake roofs.

Commissioner Berkbigler asked when the first draft of the regulations could be expected. Chief Moore replied those should be available in April.

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

13-04F AGENDA ITEM 5

Agenda Subject: “Discussion and possible approval of one job reclassification request for the Fire Prevention Specialist Position with an increase of \$10,486 per year including salary and benefits.”

Fire Chief Charles Moore explained when the department was first contemplated, the salary range was established for the Fire Prevention Specialist; however, that position had gone unfilled since July 1, 2012. That position was now being advertised and a regional parity had been prepared, which discovered the salary being offered was less than what other jurisdictions were offering. He noted this was a critical position and the person hired would need the requisite skills and experience in order to assist the Fire Marshal. The recommendation was to base the salary which honored the skills, ability and certifications this position needed.

There was no public comment on this item.

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

13-05F AGENDA ITEM 6

Agenda Subject: “Approval of the Truckee Meadows Fire Protection District Five Year Buy Out of Workers’ Compensation Claims for Fiscal Year 07-08 in the Amount of \$156,275.27 per the Reno-TMFPD Interlocal Agreement.”

Mary Walker, District Financial Consultant, explained that this approval would pay the City of Reno \$156,275.27 for Workers’ Compensation claims from Fiscal Year 2007/08. She explained that workers’ compensation liability, as well as retiree health liability in the Interlocal Agreement with the City and the District, superseded the termination of the contract because of the on-going liabilities. By buying out the FY 2007/08 claims, the District would have no further liability for any workers’ compensation claims for that year except for future heart and lung claims, which were incurred, but not reported by June 30, 2012. Ms. Walker indicated there were four more years of workers’ compensation buy-outs.

Commissioner Hartung asked if any funds would be set aside for the upcoming buy-outs. Ms. Walker explained that those were 100 percent funded and came from the Workers’ Compensation Fund.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 6 be approved.

13-06F AGENDA ITEM 7

Agenda Subject: “Discussion and possible approval of an Interlocal Agreement between the Washoe County Sheriff’s Office (WCSSO) and the Truckee Meadows Fire Protection District (TMFPD) and the North Lake Tahoe Fire Protection District for the provision, when requested, of a helicopter or other aircraft and personnel; and approve reimbursement for services rendered throughout the year by the WCSSO; and accept the advance funding for the availability during the fire season from the TMFPD [\$65,000.00] and from the North Lake Tahoe Fire Protection District [\$10,000.00]; and if approved, authorize Finance Division to make the necessary budget adjustments.”

In response to a question posed by Commissioner Hartung concerning liabilities, Paul Lipparelli, Legal Counsel, replied that generally speaking public entities enjoyed immunity from prosecution under the State law for ordinary types of torts up to a certain amount. Since that was enjoyed equally by all the local governments, in a situation where there were local governments such as fire districts joining together, all of them would retain their immunity. He said it was common in these arrangements for each of the entities to indemnify themselves against certain types of liabilities.

There was no public comment on this item.

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

13-07F AGENDA ITEM 8

Agenda Subject: “Recommendation for consideration and possible approval of a Contract Agreement for certain design and consultant services and preparation of plans and specifications for the Mogul Fire Station, between Truckee Meadows Fire Protection District and Tate Snyder Kimsey, Architects in the amount of \$172,300.”

Fire Chief Charles Moore stated that the Standards of Cover determined there were response time issues within the upper portions of the Caughlin Ranch area. He noted the existing Verdi Station across from Boomtown was in a dilapidated condition. He said that building needed to be replaced and the recommendation was for it to be replaced where the Standard of Cover could be reached for Verdi and Caughlin Ranch. After much due diligence, this five-acre site was located and noted that zoning approval

had been received from the City of Reno. He said the next step would be a Special Use Permit.

Vice Chairperson Weber stated previously it had been mentioned to bring someone in to remove the structure and asked if that had been considered. Chief Moore replied two citizens had contacted Public Works about taking and removing the structure, but he did not know the outcome of those discussions.

Commissioner Hartung asked why an architect was needed when the proposed building would be a pre-engineered metal building. Chief Moore explained that the architect was needed because of the topography, the design of the residential portion of the station, and to ensure the size of the bays were appropriate. It required less engineering, but there were many site concerns that had to be addressed. Commissioner Hartung asked if Tate Snyder Kimsey, Architects, were a local firm. Chief Moore confirmed they had an office in the City of Reno.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkgler, which motion duly carried with Chairman Humke absent, it was ordered that Agenda Item 8 be approved.

13-08F AGENDA ITEM 9

Agenda Subject: “Commissioners’/Manager’s Announcements, requests for information and identification of topics for future agendas. (No discussion among Commissioners or action will take place on this item.)”

There were no Board member comments.

13-09F 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.

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ADJOURNMENT

12:19 p.m. There being no further business to come before the Board, the meeting was adjourned.

DAVID E. HUMKE, Chairman
Truckee Meadows Fire
Protection District

ATTEST:

AMY HARVEY, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District

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

**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 Truckee Meadows Fire Protection District, 1001 E. 9th St., Reno, NV 89520, hereinafter "TMFPD," and the North Lake Tahoe Fire Protection District, 866 Oriole Way, Incline Village, NV 89451, hereinafter the "NLTFPD." TMFPD, and NLTFPD, may be collectively referred to as the "Fire Districts." 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:

1. **TERM:** This Agreement shall commence upon acceptance by all parties and shall terminate on June 30, 2013.
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

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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 or 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 shall maintain the helicopter to 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, 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

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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 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 DISTRICT employee or through a cooperative agreement with another agency, anytime a helicopter is requested from the WCSO under the terms of this Agreement. If the requesting FIRE DISTRICT is unable to provide a helicopter manager, the WCSO shall provide one. The cost for the Helicopter Manager, if provided by WCSO, shall be borne by FIRE DISTRICT.

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. If no FIRE DISTRICT helicopter manager is available for response, the WCSO shall provide the helicopter manager. 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.

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

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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.
 - b. Standby Time: The helicopter will be available)four (4) days per week, ten hours (10) per day. The duty hours will be coordinated with the FIRE DISTRICTS to maximize coverage for the critical burn hours. Sunset will

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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 four (4) 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 the USFS, or the BLM and therefore its costs do not qualify for reimbursement by FEMA.

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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

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

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- 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 TMFPD shall provide to the WCSO \$65,000 within 30 days of acceptance by all parties to this Agreement.
- b. The NLTFPD shall provide to the WCSO \$10,000 within 30 days of acceptance by all parties to this Agreement.

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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:

- \$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.

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- \$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 requesting FIRE DISTRICT. The Requesting FIRE DISTRICT shall pay \$100 per hour 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 ½ 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.
- 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

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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. If the requesting FIRE DISTRICT is unable to provide a helicopter manager and WCSO provides one, the requesting FIRE DISTRICT shall pay \$37 per hour (\$55 on a holiday) for the helicopter manager.
- g. 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.
- h. 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

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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.

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.

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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.

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 TRUCKEE MEADOWS
PROTECTION DISTRICT**

COUNTY OF WASHOE

BY: _____
Robert Larkin, CHAIR

By: Robert M Larkin
Robert Larkin, CHAIR

DATE:

DATE:

ATTEST:

ATTEST:

Chief Deputy Clerk

Jancy L. St. Chief Deputy
County Clerk

**Fire Chief
FOR THE NORTH LAKE TAHOE
FIRE PROTECTION DISTRICT**

DATE:

ATTEST:

BY: _____
Michael D. Brown, FIRE CHIEF

Administrative Clerk

13.065