

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

TUESDAY

11:00 a.m.

JUNE 11, 2013

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Marsha Berkbigler, Commissioner*
Vaughn Hartung, Commissioner
Kitty Jung, Commissioner

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

The Board convened at 11:25 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:

13-73F AGENDA ITEM 2

Agenda Subject: “Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three 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.

CONSENT AGENDA – AGENDA ITEMS 3A THROUGH 3C

***11:26 a.m.** Commissioner Berkbigler arrived.

13-74F AGENDA ITEM 3A

Agenda Subject: “Approval of TMFPD Board of Fire Commissioners Meeting minutes from May 20, 2013 and approval of SFPD Board of Fire Commissioners Meeting minutes May 20, 2013.”

There was no public comment on this item.

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

13-75F AGENDA ITEM 3B

Agenda Subject: “Approval of an Annual Operating Plan between Truckee Meadows Fire Protection District and North Lake Tahoe Fire Protection District.”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 3B be approved.

13-76F AGENDA ITEM 3C

Agenda Subject: “Discussion and possible approval of an Interlocal Agreement between the Washoe County Sheriff’s Office (WCSO) and the Truckee Meadows Fire Protection District (TMFPD) and 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 Washoe County Sheriff’s Office; and accept the advance funding for the availability during the fire season from Truckee Meadows Fire Protection District [\$65,000.00] and from North Lake Tahoe Fire Protection District [\$10,000.00]; and if approved, authorize Finance Division to make the necessary budget adjustments.”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said this item was already approved by the Board of County Commissioners.

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 3C be approved, accepted, and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-77F AGENDA ITEM 4

Agenda Subject: “Approval of the two year Interlocal Contract between Truckee Meadows Fire Protection District (TMFPD) and the State of Nevada acting by and through the Nevada Division of Forestry Department of Conservation and Natural Resources in the amount of \$80,000 per fiscal year, not to exceed \$160,000 for TMFPD, and in the amount of \$100,000 per fiscal year, not to exceed \$200,000 for Sierra Fire Protection District (SFPD) for the purpose of resources, equipment and financial assistance in the mitigation of emergency fire incidents. (All Commission Districts).”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said this Interlocal Contract represented a change in the way resources would be obtained in the event of a large fire. He stated if there was a large fire and the District

called the Nevada Division of Forestry (NDF) for mutual aid, NDF would provide fire fighting resources for up to 24 hours at no cost. He advised after 24 hours, the resources would be billed per hour. He said per this contract, the District would pay a flat fee for any and all resources needed during the Fiscal Year. He said this represented a very good value for the taxpayers of the Truckee Meadows, because air resources, bulldozers, and hand crews could become very expensive when fighting a large fire. He stated NDF was instituting this program throughout the State of Nevada.

Rich Harvey, NDF Deputy State Forester, conducted a PowerPoint presentation regarding the Wildland Fire Protection Program, and a copy of the presentation was placed on file with the Clerk. He discussed the reasons Nevada faced a significant wildland fire challenge (slide 2 [circled numbers]), and the 2012 fire season. He reviewed the comprehensive protection components of the Wildland Fire Protection Program (slide 3). He said NDF hoped, due to the partnerships being developed through this Program, to be able to focus year round on the wildland fire problem, and he reviewed the Program slide (slide 4). He said the Program would allow NDF to double the amount of air support it would be able to provide out of Minden.

Mr. Harvey noted the Protection Program was voluntary, because NDF did not want to tell anybody what they had to do within their jurisdiction. He said NDF fought fires for years in a limited number of counties, and with this program NDF wanted to expand to all 17 of Nevada's counties. He stated NDF conducted a statewide risk assessment for each of the counties and jurisdictions in Nevada. He said the basis of that assessment was shown on the Elements of Local Participation slide (slide 4) and that assessment contributed to the dollar value of the contribution by the TMFPD and the other jurisdictions throughout Nevada. He stated under this agreement, if the Truckee Meadows had a wildland fire, the State would pay the cost of fighting the fire; and would do so for all participating jurisdictions.

Mr. Harvey said NDF also wanted to assist with other emergencies on a mutual aid basis. He stated if there was a flood, and the TMFPD requested assistance, NDF could provide assistance free of charge through this agreement. He said that would include, subject to availability, the use of the inmate crews, aviation assets, heavy equipment, and so on. He stated the money obtained from the participatory agreements would be used to hire additional employees throughout the State who would be available to do fuel-reduction work.

Commissioner Berkbighler stated the wildfires were getting worse and were occurring closer to people's homes, because they were moving closer to where fires were more dangerous. She felt the Program was an excellent idea, and she supported the concept.

Commissioner Hartung asked if the Program acted like an insurance policy and would there be a cap. Mr. Harvey said the Program had a lot of the caveats of an insurance policy in that a preset fee would be paid up front and there would be no cap on the qualifying costs.

Chief Moore said the same agreement would be brought to the Board of County Commissioners on June 25, 2013 for the areas north of Township 22.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Commissioner Berkbighler, which motion duly carried, it was ordered that Agenda Item 4 be approved, accepted, and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

13-78F AGENDA ITEM 5

Agenda Subject: “Discussion and possible action on membership structure of and to select members to the Blue Ribbon Committee on Regional Fire Services; also, provide direction to the Fire Chief regarding possible meeting topics and to schedule the first meeting of the Committee. (All Commission Districts)”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), said the Nominating Committee met on May 29th and reduced the list of 25 applicants to 14. He advised in addition to the Committee having members of the public, the Nominating Committee felt it was important to have representatives of the various other public safety agencies on the Blue Ribbon Committee due to its being a regional issue. He said with the participation of the City of Reno, the City of Sparks, and the Regional Emergency Medical Services Authority (REMSA), what would be missing would be a representative of the District. He stated if the Board saw him as a technical advisor, the Board could direct him to point a member of his staff to the Committee, which would be his preference. He stated he wanted to remain as objective and nonpartisan as possible.

On motion by Chairman Humke, seconded by Commissioner Jung, which motion duly carried, it was ordered that Chief Moore select a member of the TFPD’s command staff or a crew member to be a representative of the District on the Blue Ribbon Committee on Regional Fire Services.

Chairman Humke said the Nominating Committee recommended including one representative each from the City of Reno, the City of Sparks, and REMSA. He asked if those representatives would be in addition to the recommended seven members. Chief Moore replied including the TMFPD representative, there would be four agency representatives, three citizen representatives, and two alternates. Chairman Humke asked if the 14 applicants included employees from the Cities and REMSA. Chief Moore recalled Chris Graves was an employee of the City of Reno Fire Department and Matt Toni was an employee from the City of Sparks. He noted he did not recall who the representative from REMSA would be. Commissioner Berkbighler believed Cindy Davis worked as a REMSA consultant.

Chairman Humke suggested going down the list with each Commissioner naming their top three or five selections. He advised Tom Daly from District 2 was present, and Mr. Daley sent him an e-mail indicating he regretted not being able to make it to the Nominating Committee meeting. Chairman Humke apologized if he did not forward that e-mail to the Nominating Committee, because he felt in part that was why Mr. Daly did not make the list.

Jason Evans advised he was a former employee of REMSA.

After discussion about the number of members to be appointed to the Blue Ribbon Committee and the number of names each Commissioner would put forward, Commissioner Weber commented the Committee was to have been a citizen committee. She suggested going to eleven members, so there would be at least five citizens on the Committee in addition to the four agency representatives, and she agreed with having alternates. Commissioner Berkbighler said she was fine with that.

Commissioner Berkbighler stated Mr. Toni and Mr. Graves applied as citizens and not as representatives of their employers. Chairman Humke believed the Commission had an obligation to ask the commander of those entities for their input. Commissioner Jung said she agreed with having four subject matter experts and five citizens, along with two alternates to serve on the Committee. She stated that would provide a citizens approach on how to conduct regional fire.

Katy Simon, County Manager, echoed Commissioner Weber's concerns because the picture at the beginning of this process was it would be a citizen's committee. She said in the past there would be a Technical Advisory Committee, which would be non-voting, and the agencies would select a representative to the Technical Advisory Committee. She stated the Board had the right to have citizens on the Blue Ribbon Committee who had technical experience, but giving slots to the agencies had been done in the past by using a Technical Advisory Committee.

Commissioner Hartung said he saw some names that were not on the list who were very highly qualified people. He asked if Mr. Daly not being present at the Nominating Committee meeting would preclude him from being considered today. Commissioner Berkbighler said it would not, and Mr. Daly was not excluded because he did not attend the meeting.

Commissioner Jung said her concern with having a Technical Advisory Committee was due to a concern that it would not be a true Blue Ribbon Committee if someone was being paid to lobby on behalf of another agency. She stated it was made very clear during the Nominating Committee meeting that practice would be unacceptable and undesirable. She said the Chief recommended, based on best practices, what the best size for this type of committee would be. She stated eleven members would be just two more members, and would truly give it the essence of being a citizen committee.

Commissioner Weber thanked the Nominating Committee, and noted she did not want to rethink what they did. She said she was somewhat in agreement with Commissioner Jung regarding the technical committee. She felt the Chief had the authority to set up his own technical committee, if he chose to do so, or the Blue Ribbon Committee could ask the Chief to set one up if they felt one was needed.

Chief Moore said the Fire Chiefs for North Lake Tahoe, North Lyon, and Storey County offered to participate in some way, so perhaps the technical committee could be comprised of Fire Chiefs from the various jurisdictions who wanted to participate. Commissioner Jung stated for this effort to turn into a regional fire agency, it would require a tremendous amount of support from the other agencies, and to not have them involved would isolate the County. She said she wanted a true, transparent, objective process with no more partisanship. She stated the goal of the Committee was to determine the best practices, what were the impediments, and how those impediments could be resolved. She said to not have the citizens that were identified for the four standing positions, which the Chief recommended as well, would be missing the boat. She stated that would lead to having the same conversations, the same studies, the same results, and the same bickering. She said she was optimistic that this could be done. She said that was why she wanted the four to be members of the Blue Ribbon Committee. She advised they were told on the record if they were going to get paid for being on the Committee or were being told by their unions what their positions would be, the Chief could monitor what was happening and they could be pulled from the Committee if necessary. She said she understood Chairman Humke's hesitation, but she felt strongly about this.

Commissioner Berkbigler said she and Commissioner Jung made a point about talking with the Chief and the people present when the nominations were being discussed. She stated this was not about their own personal agenda or their union, but was about looking at a broad-based issue of what would be better for the community from a fire perspective. She believed everyone on the list had a personal interest in regional fire, and it was not about their employer, their union, or the city they lived in. She said she would be comfortable with any of the applicants vetted by the Nominating Committee being on the Blue Ribbon Committee.

Chairman Humke said four out of 14 recommendations were automatics and there was some dispute about who would be the automatic from REMSA. He stated his problem with the automatics was those people were self-selected as being from the Sparks Fire Department and the Reno Fire Department. He said he believed in the command structure, and the applicants from those entities being self-selected meant there would be no input by command structure or the political leaders of those entities if the automatic appointments were made. He stated he did not favor using that methodology.

Commissioner Berkbigler said she understood from the earlier motion that Chief Moore would add one representative from the District, and she believed that lent itself to having a larger committee. She said Chairman Humke's point was correct, and the Board should select who they wanted from the 14 names put forward by the

Nominating Committee. Chairman Humke stated he was not disparaging any of the people who worked for the Cities by saying they were self-selected. He said the Nominating Committee selected them because they were good citizens. He suggested if Chief Moore had Fire Chiefs serving on the technical committee, the Chief should also have people representing the labor organizations serving on it.

Paul Lipparelli, Legal Counsel, said AB 65 was signed by the Governor and contained a provision regarding alternates. He stated there could be alternates as long as the legal authority used to create the body provided for alternates. He said the Board had the authority to create an advisory committee, which included the authority to appoint alternates. He said the question was would the alternates fill in for any member, including those designated to come from certain entities, or only for certain members. He stated the new law provided the member of the public body could designate an alternate if authorized to do so by the action of the Board that created the public body. Chairman Humke said if the Board designated each member and alternates were interchangeable and a first and second alternate were selected, would that be workable under AB 65. Mr. Lipparelli replied it would.

Commissioner Weber suggested naming seven people and taking the top nine vote getters to make the nine member board. She said the next two vote getters would be the alternates. Commissioner Jung asked where the Chief's nominee fit. Commissioner Weber said the Board would pick eight names and the Chief's nominee would make nine.

On motion by Commissioner Berkbighler, seconded by Commissioner Weber, which motion duly carried, it was ordered that nine names be selected from the Nominating Committee's list to become the members of the Blue Ribbon Committee with each Commissioner putting forward seven names and, additionally, there would be two alternates selected. It was further ordered that Fire Chief Charles Moore, TMFPD, put together a technical committee if he perceived the need for one.

Chairman Humke asked about the process for selecting the alternates. Commissioner Berkbighler suggested selecting the Committee members and then selecting the two alternates from the names remaining on the list.

In response to the call for public comment, Cindy Davis said she used to work as REMSA's Human Resources Director. She stated she was a consultant and the owner of a small local business, and she felt the skills she used daily in her business would make her a valuable Committee member. She said she had no preconceived ideas as to the outcome of the Blue Ribbon Committee. She stated besides being a fair and detail oriented person, she was nonpartisan, and she believed in listening to everyone. She said she would like the opportunity to give back to the community.

Bob Parker said he sat on the committee to pick the Fire Chief and on the Tri-Data committee. He stated his experience was that no matter what people said at the start, the people paid by an agency were focused on making the agency better. He said he

worried about the unions, because they could make life hell for someone in the union who was not doing what the union wanted. He stated that would become apparent by the first or second meeting, and there would have to be a mechanism to take people off the Committee.

Cathy Brandhorst discussed the Blue Ribbon Committee.

The Commissioners each provided the names of the seven individuals they wanted to see as members of the Blue Ribbon Committee. The top six picks were put forward in the following motion:

On motion by Commissioner Jung, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the following six people be appointed to the Blue Ribbon Committee on Regional Fire: Cindy Davis, Sarah Chvilicek, Susan Severt, Marlene Olsen, Kim Toulouse, and Robert Parker.

On motion by Commissioner Weber, seconded by Commissioner Jung, which motion duly carried, it was ordered that Chris Graves be appointed to the Blue Ribbon Committee on Regional Fire as the seventh member.

Commissioner Weber made a motion to appoint Matt Toni and Jennifer Herz as the alternates to the Blue Ribbon Committee on Regional Fire.

Commissioner Berkbighler said her motion was there would be a Committee of nine members and two alternates, and only seven members were selected in the previous motions. Commissioner Jung believed there was an earlier vote to grant the Chief the authority to appoint a TMFPD member, which would make an even number of members on the Committee. Nancy Parent, Chief Deputy Clerk, confirmed an early unanimous vote on a motion that allowed the Chief to select a member of the District's command staff or a crew member to be on the Committee.

Commissioner Berkbighler suggested the Board add one person and with the Chief's one person it would bring the Committee up to nine members. Ms. Parent said the motion that might have to be dealt with had nine members on the Committee, the Chief would put together a technical committee if needed, and two alternates would be selected with each of the Commissioners naming seven individuals.

Mr. Lipparelli said the Board could reconsider the earlier motion or the next motion could supersede any inconsistencies that might be contained in an earlier motion.

After further discussion, Commissioner Weber withdrew the motion regarding the alternates. The seconder, Commissioner Hartung, agreed with the withdrawal.

On motion by Commissioner Berkbigler, seconded by Commissioner Hartung, which motion duly carried, it was ordered that the following motion be reconsidered, "On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that nine names be selected from the Nominating Committee's list to become the members of the Blue Ribbon Committee on Regional Fire with each Commissioner putting forward seven names and, additionally, there would be two alternates selected. It was further ordered that Fire Chief Charles Moore put together a technical committee if he perceived the need for it."

Commissioner Berkbigler made a motion that the Blue Ribbon Committee on Regional Fire consist of nine members and two alternates, with the Board selecting eight members and the two alternates from the Nominating Committee's list. Additionally, Chief Moore would name one representative of the TMFPD to the Blue Ribbon Committee on Regional Fire, for a total of nine members. Commissioner Weber seconded the motion.

Ms. Parent said for clarification, there would be nine members on the Blue Ribbon Committee on Regional Fire with two alternates. She stated 10 names would be selected from the list and the Chief would select someone from TMFPD. Chairman Humke said the Chief's selection was done by motion earlier in the discussion. He said the Board would select eight members from the top vote getters and two alternates. Mr. Lipparelli said the first seven members were already selected and the motion to appoint the alternates was withdrawn.

On the call for the vote, the vote was 5-0 in favor of the motion.

Commissioner Weber made a motion to appoint Matt Toni as the eighth member of the Blue Ribbon Committee on Regional Fire. Commissioner Jung seconded the motion.

Commissioner Hartung suggested staff provide a tally sheet to keep track of the Commissioners' selections in the future. He said the names he had as the eight Committee members were: Susan Severt, Kim Toulouse, Sarah Chvilicek, Robert Parker, Chris Graves, Marlene Olsen, Cindy Davis, and Matt Toni.

On the call for the vote, the vote was 5-0 in favor of the motion.

On motion by Commissioner Hartung, seconded by Commissioner Weber, which motion duly carried, it was ordered that Jennifer Herz be appointed as the first alternate and Jason Evans be appointed as the second alternate to the Blue Ribbon Committee on Regional Fire.

Commissioner Hartung disclosed he had not had any conversations with any of the applicants about the Blue Ribbon Committee on Regional Fire. Commissioner Jung said she encouraged Susan Severt to help her find someone in District 3. She noted Dr. Parker e-mailed the Commissioners quite frequently lobbying for regional fire.

Commissioner Weber said she did not have any disclosures. Commissioner Berkbigler said other than during the Nominating Committee meeting, she had not discussed the Blue Ribbon Committee with anyone other than Dr. Parker and Chief Moore. Chairman Humke said he talked with Dr. Parker, Ms. Olsen, Ms. Davis, and Mr. Daly.

13-79F AGENDA ITEM 6

Agenda Subject: “Discussion and possible action on Fire Chief’s salary. (Requested by Commissioners Humke, Weber and Hartung)”

Katy Simon, County Manager, said the employment agreement with Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD), called for him to be evaluated and for his salary to be adjusted for a 5 percent merit increase based on his job performance. She said Chief Moore was given kudos for his job performance during his evaluation, and giving him the merit increase would be consistent with how the other District employees were treated.

Chairman Humke asked what would be the start date of the merit increase. Ms. Simon replied it would be retroactive to March 15, 2013.

Commissioner Berkbigler said the report on Chief Moore’s performance indicated what an outstanding job he did. She felt the merit increase would be a fair assessment of the Chief’s work and was something he was due.

Commissioner Hartung said Chief Moore went far and above everything asked of him. He stated the merit increase was earned.

Commissioner Weber said she agreed with giving the Chief the 5 percent retroactive merit increase.

Chairman Humke stated the Chief had done everything the Board asked of him. He said the Board received up-to-the-minute updates when things were happening, which helped the Board advise their constituents of the facts. He stated the Chief had skillfully worked with the labor associations. He said the Chief provided good leadership and had instilled that in his subordinate leaders and commanders. He felt the County’s fire agencies were in good hands.

Commissioner Jung said when the Chief’s 5 percent merit increase came to the Board for review, she was vocal in her lack of support for the increase because she was unaware staff got it or that it was part of Chief Moore’s contract. She said she did not have issues with his performance, but was trying to be equitable and mindful of the economics involved but, now that she was aware of the facts, she wholeheartedly supported this merit increase.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Fire Chief Charles Moore’s

salary be amended by a 5 percent merit increase commensurate with his hire date of March 15th and retroactive to March 15, 2013.

There was no public comment on this item.

Chief Moore thanked the Board and acknowledged the great work by his staff to support him who he in turn supported. He said that made a great team. Chairman Humke said the support of his staff showed.

13-80F AGENDA ITEM 7

Agenda Subject: “Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations.”

There was no closed session.

13-81F AGENDA ITEM 8

Agenda Subject: “Commissioners’/Fire Chief’s 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).”

Fire Chief Charles Moore, Truckee Meadows Fire Protection District (TMFPD) advised how proud he was of the District’s career staff and volunteers over the last two days. He said they answered 40 plus calls for service. He stated the National Weather Service let them know three days in advance the weather was coming, which gave them time to prepare. He thanked the District’s mutual-aid partners for their help in suppressing the Red Rock Fire. He praised Tim Leighton, Division Chief of Operations, for his performance during the Red Rock Fire in calling for air support early on. He said that decision saved structures.

Commissioner Berkbigher thanked the Chief for the updates he provided regarding what was going on, especially regarding the fireman who was injured. She said that allowed her to pass that information along to constituents who inquired about what was happening. She also thanked the District’s staff for all of their hard work over the last three days.

Commissioner Hartung commended the Chief and his staff for a job well done and for keeping the Commissioners in the loop. He noted they responded to some of the flooding in Spanish Springs, and they seemed to be everywhere. He said everyone was really good at what they did, not just the command staff, but everyone all the way down the chain of command.

Commissioner Weber asked what was going on at the Cold Springs Station No. 18 on Saturday. Chief Leighton advised hoses were being tested.

Katy Simon, County Manager, commented on what it took for the Chief to keep the Board informed. She said he received assistance in relaying messages from the Sheriff's Office. She was very proud of how hard the whole team worked, so the Commissioners could keep their constituents informed.

13-82F AGENDA ITEM 9

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

Cathy Brandhorst discussed the fires and the Fire Chief's salary.

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1:20 p.m. There being no further business to come before the Board, the meeting was adjourned.

DAVID 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:
Jan Frazzetta, 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, 2014.

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

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

13-76F

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

13-76F

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

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

15-161

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

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.

13-761

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

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:

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

13-761F

- 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.

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.

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

13.761-

- \$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 1/4 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 1/2 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

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

13-76F

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

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

13-76F

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.

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

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.

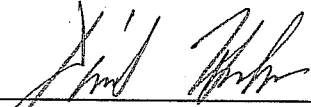
INTERLOCAL AGREEMENT - RAVEN FIRE TRAINING, MONITORING
AND SUPPRESSION PERSONNEL AND EQUIPMENT

15-764

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 TRUCKEEMEADOWS
PROTECTION DISTRICT**

BY: 
David Humke, Chairman


DATE:

ATTEST:




Chief Deputy Clerk

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



BY: 

**COUNTY OF WASHOE
BOARD OF COUNTY COMMISSIONERS**

BY: 
David Humke, Chairman

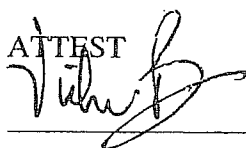
DATE:

ATTEST:



County Clerk

DATE: 01 May 2013

ATTEST


Administrative Clerk

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

13-76F

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

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

And

Truckee Meadows Fire Protection District
Post Office Box 11130
1001 E 9th Street
Reno, Nevada 89520-0027
Phone (775) 328-6000 – Fax (775) 328-6185

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

WHEREAS, it is deemed that the services of Nevada Division of Forestry hereinafter set forth are both necessary to Truckee Meadows Fire Protection District ("TMFPD"), on behalf of itself and Sierra Fire Protection District ("SFPD"), which is now consolidated for operational purposes and administered by TMFPD, and in the best interests of the State of Nevada;

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

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2013 to June 30, 2015, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 60 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: WILDLAND FIRE PROTECTION PROGRAM SCOPE OF WORK

7. CONSIDERATION. Nevada Division of Forestry agrees to provide the services set forth in paragraph (6) at a cost to TMFPD of \$80,000 per fiscal year not exceeding \$160,000, and at a cost to SFPD of \$100,000 per fiscal year not exceeding \$200,000, for the term of the contract, with quarterly installments payable by TMFPD for each entity out of the consolidated budget in advance on the first of each quarter, starting July 1 of each fiscal year. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

9. INSPECTION & AUDIT.

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

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

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

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages.

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

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods,

winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION.

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

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

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

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

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

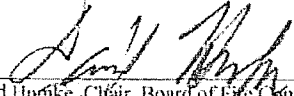
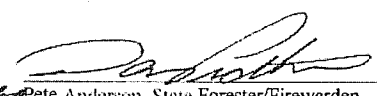

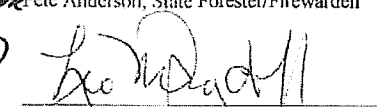


20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

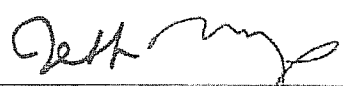
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract 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 for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute 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 Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

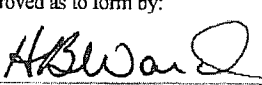
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby

 David Humke, Chair, Board of Fire Commissioners	<u>6/14/13</u> Date	 Pete Anderson, State Forester/Firewarden	<u>6/18/13</u> Date
 Charles White, Fire Chief	<u>6-17-13</u> Date	 Leo Drozdov, Director, DCNR	<u>6/18/13</u> Date
Attest:  Amy Harvey, Clerk	 Date		
Approved as to form by:  Paul Thompson Washoe County District Attorney	 Date		


Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:


Harry Ward, Deputy Attorney General for Attorney General, State of Nevada

On 8-13-13 Date
On 06/18/13 Date

Attachment A
WILDLAND FIRE PROTECTION PROGRAM
SCOPE of WORK

I. IDENTIFICATION OF ENTITIES

- A. The State of Nevada Department of Conservation and Natural Resources (hereinafter "DCNR") which exists pursuant NRS 232.010(1), and the Nevada Division of Forestry (hereinafter "DIVISION") which exists pursuant to NRS 232.090(c), are both agencies of the State of Nevada (and are from time to time collectively referred to as "STATE" in this Agreement);
- B. TRUCKEE MEADOWS FIRE PROTECTION DISTRICT, is a political subdivision of the State of Nevada (hereinafter "TRUCKEE MEADOWS");
- C. TRUCKEE MEADOWS FIRE PROTECTION DISTRICT is organized pursuant to the terms of the Charter and NRS 474.460 to provide for the prevention and extinguishment of fires in its territory, (hereinafter "TRUCKEE MEADOWS");

II. RECITALS

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

WHEREAS, TRUCKEE MEADOWS is authorized to serve their community in many different ways, including emergency situation management such as fires and medical services, fire and emergency medical service, hazardous materials, confined space rescue, fire prevention, aircraft fire rescue, and others and;

WHEREAS, TRUCKEE MEADOWS is the authority having jurisdiction within their boundary and has the responsibility to extinguish fires within their territory and;

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

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

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

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

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

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

WHEREAS, TRUCKEE MEADOWS has requested to participate in the STATE Wildland Fire Protection Program, and the STATE is authorized to render wildland fire protection services, including cost reimbursement, to TRUCKEE MEADOWS;

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

III. TERMS

A. Location

TRUCKEE MEADOWS will provide the STATE a map of the jurisdictional boundaries the TRUCKEE MEADOWS enrolled in the WFPP

B. Payment

STATE will pay qualifying wildland fire suppression expenses to (or for) participating TRUCKEE MEADOWS jurisdiction in the Wildland Fire Protection Program.

1. Qualifying Expenses

Reasonable and prudent expenses (actual costs, based on established rates of the jurisdiction or STATE, attached) with respect to values at risk, for wildland fire suppression and support resources engaged in wildland fire suppression within TRUCKEE MEADOWS jurisdiction, or through a cost-share agreement with Federal Agencies on adjacent or comingled jurisdiction.

- Initial Attack Suppression forces (Assistance by Hire), including aviation resources.
- Extended Attack resources (Assistance by Hire), services, and supplies with a Resource Order number.

Cooperative Agreement for Wildland Fire Protection Program

- Vehicles, equipment and apparatus utilizing established Rates based on actual operating costs.
- Fire Base Camp – Incident Command Post set up and operational costs.
- Food services for Incident personnel.
- Transportation to/from Incident.
- Repair/replacement of uninsured items and small equipment damaged or destroyed during fire suppression (with IC approval and completed OF-288, Property Loss or Damage Report).
- Use of Mobile equipment.
- Use of Aircraft services.
- Personnel costs utilizing established Rates based on actual operating costs.
- Incident Management Team, mobilization and support.
- Cost Share Agreements.
- Dispatch overtime.
- Fire suppression damage repair.

2. Excluded Expenses

- Truckee Meadows equipment, apparatus, personnel salary and benefits.
- Truckee Meadows equipment and repair/maintenance costs associated with wildland fire response and normal wear and tear.
- Individuals and agencies when in “mutual aid” to Truckee Meadows.
- “Profit” and Administrative fees.
- Dispatch personnel and services, regular time.
- Agency Overhead personnel not specifically assigned to the incident.
- Non-expendable (non-consumable) accountable property, i.e. Chainsaws, FAX Machines, and Mobile Air Conditioners.
- Claims and award payments.
- Interest and indemnities payments.
- Burned Area Emergency Rehabilitation (BAER) beyond suppression damage repair.
- Resources demobilized before the end of the mutual aid period.
- Escaped Prescribed Burns.

3. Negotiable Expenses

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

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

Cooperative Agreement for Wildland Fire Protection Program

C. Annual Planning Meeting

Annually, representatives of the STATE, to provide for the prevention and extinguishment of fires in the county, TRUCKEE MEADOWS, and others deemed necessary, shall meet and jointly, discuss, review, and update as necessary the Wildland Fire Protection Program and set rates for personnel and equipment. The STATE will arrange the date and location for the meeting each year.

D. Use of Incident Management Teams

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

E. Organizing, Equipping, and Training

TRUCKEE MEADOWS will cooperate in the training, equipping and maintaining of wildland firefighting forces in the, TRUCKEE MEADOWS

STATE will assist the TRUCKEE MEADOWS, in the organizing and training of TRUCKEE MEADOWS and cooperator forces to detect contain and extinguish wildland fires at no charge.

F. Wildfire Pre-Suppression

STATE will provide, at TRUCKEE MEADOWS request, technical assistance with hazardous fuels reduction modification, including developing projects, prescriptions, and plans; State Historic Preservation Office (SHPO) pre project reviews for potential impacts upon historic properties; Threatened and Endangered (T&E) species occurrences; and other technical services as requested and available. The STATE will provide, at TRUCKEE MEADOWS request, subject to availability, personnel and apparatus to assist in Public Wildfire Education Programs, and the STATE and /TRUCKEE MEADOWS will collaborate on a wildland fire prevention program that includes a common message.

G. Wildfire Suppression

STATE and TRUCKEE MEADOWS will utilize "closest forces" concept for all wildland fire responses. This concept dictates that the closest available resources to respond to initial attack fires regardless of jurisdiction whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "closest forces" concept is modified and the respective agencies will request the most appropriate resource to aid in the suppression of a wildfire.

H. Reporting/Notification

TRUCKEE MEADOWS will notify the STATE Duty Officer of any wildland fire in their jurisdiction that may require STATE assistance at time of size up or as soon as reasonably possible.

I. Prescribed Burning

STATE and TRUCKEE MEADOWS will coordinate technical assistance for prescribed fires and fuels reduction projects. Prescribed burning costs are not eligible for reimbursement under the WFPP. Escaped Prescribed Fires (conversion to wildland fire) are not eligible for reimbursement or direct payment under the WFPP.

J. Review Committee

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

K. Reimbursement/Payment

STATE will provide reimbursement to the TRUCKEE MEADOWS, or provide for direct payment of approved costs to Federal Agencies and other vendors.

DIVISION will provide template/process for billing eligible TRUCKEE MEADOWS costs to the Wildland Fire Protection Program.

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

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

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

L. Non-Wildland Fire Emergency Assistance

STATE will provide to TRUCKEE MEADOWS, participating in the Wildland Fire Protection Program, assistance without cost (subject to availability) requested by the TRUCKEE MEADOWS for emergencies which threaten human life or property including the use of STATE aircraft, Conservation Camp Crews, apparatus and heavy equipment.

M. Cost Share Agreements

TRUCKEE MEADOWS will notify the STATE Duty Officer of any wildland fire in their jurisdiction that may require a cost share agreement between agencies/jurisdictions. The STATE will assume an active role in the development of the cost share agreement and must ratify the agreement in order for any expenses incurred through the agreement to qualify under the WFPP.

N. Fire Investigations

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