

**City of Carson City
Agenda Report**

Date Submitted: 1-8-13

Agenda Date Requested: 1-17-13

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: For Possible Action: To authorize the mayor to sign an Interlocal Agreement between Carson City Fire Department and Tahoe Douglas Fire Protection District. *(Stacey Giomi)*

Staff Summary: This document is a mutual aid agreement between Carson City Fire Department and Tahoe Douglas Fire Protection District. The document provides the details of how to provide mutual assistance between the agencies for responses to emergency incidents. The document delineates specific information about operational procedures, district boundaries, and parameters under which assistance will be provided, including provisions for reimbursement outside of mutual aid responses.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: To authorize the mayor to sign an Interlocal Agreement between Carson City Fire Department and Tahoe Douglas Fire Protection District.

Explanation for Recommended Board Action: By entering into this agreement, Carson City strengthens its ability to respond to emergency incidents by joining forces with a similar agency to provide reciprocal services.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: Undetermined – based upon number of incidents that we respond to and then only if the response is not of a mutual aid nature. Past history indicates that the fiscal impact will be less than \$25,000 per fiscal.

Explanation of Impact: It is not possible to determine the fiscal impact. The impact will be based upon the number and severity of incidents responded to. This agreement will allow the City to both receive and provide fire assistance through the exchange of resources with the Tahoe Douglas Fire Protection District. Funds will only exchange hands if the assistance provided exceeds the “free” period as defined in the agreement. During the past 15 years, less than \$10,000 (in total) has been exchanged between the agencies.

Funding Source: N/A

Supporting Material:

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By: Rosetta S. Giomi
(Fire Chief)

Date: 1/8/13

[Signature]
(City Manager)

Date: 1/8/13

[Signature]
(District Attorney)

Date: 1/8/13

[Signature]
(Finance Director)

Date: 1/8/13

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

NOTE: There are two (2) original contracts for signature. One copy to be maintained by the Clerk Recorder for the official file, the other copy to be returned and processed by the Fire Department.

**INTERLOCAL AGREEMENT
BETWEEN
CARSON CITY FIRE DEPARTMENT
AND
TAHOE DOUGLAS FIRE PROTECTION DISTRICT**

This Interlocal agreement is made and entered into by and between Carson City on behalf of the Carson City Fire Department (hereinafter Carson Fire) and the Tahoe Douglas Fire Protection District (hereinafter Tahoe Douglas), political subdivisions of the State of Nevada.

WHEREAS, each of the above named agencies provides fire and emergency medical services within their respective jurisdictions; and

WHEREAS, there is a need to develop and expand a framework of cooperation between Carson Fire and Tahoe Douglas to share mutually beneficial programs, projects activities, and services for the citizens and visitors to Douglas County and Carson City; and,

WHEREAS, the Carson Fire Chief and Tahoe Douglas Fire Chief desire to enter into an agreement to set forth operational guidelines between the parties.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE.

The purpose of this INTERLOCAL AGREEMENT is to set forth specific agreements that will benefit both parties.

2. SHARED SERVICES AND PROGRAMS.

A. Boundary Drop Zone: Carson Fire and Tahoe Douglas agree to establish a Boundary Drop Zone in and around the West US Hwy 50 area (Spooner Summit to Tahoe Golf Club Drive). The Boundary Drop zone will be managed under the “closest forces” concept of resource management and response. A joint response by both Carson Fire and Tahoe Douglas will be initiated for incidents occurring in this area due to the difficult access created by the highway divider.

B. Basin Response: Tahoe Douglas agrees to provide all-hazard initial response to privately owned and State of Nevada owned properties within that portion of the Carson City response area which is contained in the defined boundaries of the Lake Tahoe Basin. Carson Fire will respond a Chief Officer to the incident and assume

incident responsibilities as necessary on those which exceed the initial response. The responding party shall pay all wages and disability payments, pension payments, and workers compensation payments and without the expectation of reimbursement, unless FEMA reimbursements are received under the Fire Management Assistance Grants, restitution is received, or such resources become payable by another agency.

Except as provided for by this section, Carson Fire will maintain financial responsibility for suppression costs for incidents occurring on properties covered under this section.

Tahoe Douglas will notify Carson Fire of any responses within the Carson Fire response area.

All risk incidents in the basin will utilize "Lake Fire" frequency as the command channel. Wildland incidents in the basin will use "basin net" (LTBMU) as the command channel and V-fire 26 as the tactical unless otherwise designated.

C. Command/Overhead Staff Exchange: Carson Fire and Tahoe Douglas agree to provide and mutually exchange qualified personnel to fill incident management positions or overhead positions upon the request of the other or as necessary to manage incidents in either jurisdiction. The responding party shall pay all wages and disability payments, pension payments, and workers compensation payment, and without the expectation of reimbursement, unless FEMA reimbursements are received under the Fire Management Assistance Grants, restitution is received or such resources become payable by another agency.

D. Hand Crews: Tahoe Douglas agrees to provide a hand crew, Zephyr Fire Crew, and its personnel and equipment on a temporary or emergency basis under the conditions stated below:

i. Carson Fire may request Tahoe Douglas to provide hand crew personnel for emergency and non-emergency activities such as fire suppression, mop up, rehabilitation or any other activities which require manpower, including those associated with natural or manmade disasters. The availability and provision of crew resources will be exclusively determined by Tahoe Douglas and may be affected by project work, availability due to other fire assignments, fire danger within their area and seasonal staffing. Tahoe Douglas in coordination with the Carson City Fire Department, may withdraws its personnel or equipment or discontinues participation in any activity initiated pursuant to or as a result of this agreement. Tahoe Douglas reserves the right to refuse an assignment due to safety considerations or other factors. Carson Fire shall provide logistical support including, fuel, food and shelter on incidents greater than 24 hours in duration. Tahoe Douglas hand crew shall be logistically self-supported for the first 24 hours and shall provide qualified personnel in accordance with NWCG standards.

ii. Tahoe Douglas agrees to provide the hand crew without expectation of reimbursement for the first four hours, occurring during the Crew's regularly scheduled hours. Assistance exceeding four hours shall be reimbursed as per section iii of this agreement. Assistance provided in response to a request placed during the hours the crew is not on-duty shall be reimbursed from the time of dispatch as per section iii of this agreement. Tahoe Douglas shall notify Carson Fire of the Crew's regularly scheduled hours at the beginning of each fire season at such time as the crew is determined to be "fire ready" and available for assignment.

iii. Subject to the limitations of Section ii, the crew shall be reimbursable at a rate of \$580.00/hr. for an eighteen person crew. Crew size of less than eighteen shall result in reimbursement as a percentage of a full crew. Crew vehicles shall be reimbursed at a rate of \$80/day per vehicle. An eighteen person crew will respond with a total of five crew vehicles (four crew haul, one crew supervisor) Tahoe Douglas is responsible to pay all personnel wages and benefits for the hand crew.

3. LIABILITIES. This agreement is not intended to affect the legal liability of any party to the agreement by imposing any standard of care other than the standard of care imposed by law. Personnel of the responding party shall not be deemed to be an agent or deemed to be an agent or employee of the requesting party, and personnel of the requesting party shall not be deemed to be an agent or employee of the responding party. It is understood and agreed that neither party to this agreement, nor its officers or employees is responsible for any damage or liability by reason of anything that the other party to this agreement, or its respective officers or employees, does or fails to do under or in connection with any work, authority or jurisdiction delegated to it under this agreement.

It is also understood and agreed that each party to this agreement shall, to the extent provided by Nevada Law, fully indemnify and hold harmless the other party from any damage or liability occurring by reason of anything done or omitted to be done by it or its respective officers or employees, under or in connection with any work, authority or jurisdiction delegation to another party under this agreement. Such indemnity shall include, but is not limited to, all reasonable costs and attorney's fees incurred in defense of any and all claims covered by this provision.

4. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

5. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts Carson Fire or Tahoe Douglas from participating in similar activities with other public or private agencies, organizations, and individuals.

6. TERMINATION. Either party, upon ten (10) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.

7. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Carson City Fire Department
Fire Chief
777 S. Stewart St.
Carson City, NV 89701

Tahoe Douglas
Ben Sharit, Fire Chief
193 Elk Points Road
Zephyr Cove, Nevada 89448

8. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of services performed under the INTERLOCAL AGREEMENT unless expressly stated otherwise.

9. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.

10. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through July 1, 2015 at which time it will expire unless extended by mutual written agreement of both parties. This INTERLOCAL AGREEMENT need not be resigned in the event either signatory to this agreement leaves the employment of their respective districts.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement between Carson City on behalf of the Carson City Fire Department and the Tahoe Douglas Fire Protection District to be executed.

On behalf of Carson City Fire Department:

Robert L. Crowell, Mayor (date)

 1/8/13

R. Stacey Giomi, Fire Chief (date)

Alan Glover, Clerk-Recorder (date)

On behalf of the Tahoe Douglas Fire Protection District:

Ben Sharit 12/21/12
District Chief Ben Sharit (date)