

**City of Carson City
Agenda Report**

Date Submitted: 5-28-13

Agenda Date Requested: 6-6-13

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: For Possible Action: To authorize the mayor to sign a Mutual aid agreement between the Secretary of the Air Force acting by and through the Commander, Nevada Air National Guard and the Fire Department of Carson City. *(Stacey Giomi)*

Staff Summary: This document is a mutual aid agreement between the Carson City Fire Department and Nevada Air National Guard. 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, and parameters under which assistance will be provided.

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 a Mutual aid agreement between the Secretary of the Air Force acting by and through the Commander, Nevada Air National Guard and the Fire Department of Carson City..

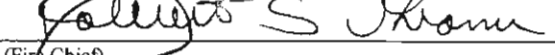
Explanation for Recommended Board Action: By entering into this agreement, Carson City strengthens its ability to respond to emergency incidents by joining forces with an agency of similar capabilities to provide reciprocal services.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180, 42 U.S.C. 1856a

Fiscal Impact: No fiscal impact, this document is for the provision of free mutual aid services

Explanation of Impact: N/A

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By: 

(Fire Chief)

Date: 5/28/13

(City Manager)

Date: 5/28/13

(District Attorney)

Date: 5/28/13

Muhammad Alim

(Finance Director)

Date: 5/28/13

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

MUTUAL AID IN FIRE EMERGENCY SERVICES (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 1st day of November 2012, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, *Nevada Air National Guard* pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of *Carson City, Nevada (the "Carson City Fire Department")*. Together the Air Force and Carson City Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, fire fighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and 15 U.S.C. § 2210, the regulations implementing same at 44 Code of Federal Regulations Part 151 and Air Force Instruction 32-2001, *The Fire Protection Operations and Fire Prevention Program*.
- b. This Agreement shall serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Nevada Air National Guard fire department by a representative of the Carson City Fire Department, fire protection equipment and personnel of the Nevada Air National Guard Fire Department will be dispatched to any point within the area for which the Carson City Fire Department normally provides fire protection services as designated by the representatives of the Carson City Fire Department.
- d. On request to a representative of the Carson City Fire Department by a representative of the Nevada Air National Guard Fire Department, fire protection equipment and personnel of the Carson City Fire Department will be dispatched to any point within the jurisdiction of the Nevada Air National Guard Fire Department as designated by the representative of the Nevada Air National Guard Fire Department.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f above.

i. All equipment used by Carson City Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Carson City Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Carson City Fire Department.

j. The rendering of assistance under the terms of this Agreement shall not be mandatory; however, the Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties shall attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they shall attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral shall be divided equally between the Parties, and the selection of any third party neutral shall be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause shall be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder shall be in writing and shall be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

Carson City Fire Department
777 South Stewart Street
Carson City, Nevada
89701

Nevada Air Guard
152 AW/CES/CEF
1776 National Guard Way
Reno, Nevada
89502