

**City of Carson City
Agenda Report**

Date Submitted: 4-6-10

Agenda Date Requested: 4-15-10
Time Requested: Consent

To: Carson City Board of Supervisors

From: Stacey Giomi, Fire Chief

Subject Title: Action to adopt Resolution No. _____, a resolution adopting and approving an Interlocal Contract of the Lake Tahoe Fire Chiefs Association Amended and Restated Fire and Emergency Mutual Aid Agreement based upon the Supplemental Interstate Compact for Emergency Mutual Assistance between the State of Nevada and the State of California and other matters properly related thereto.
(Stacey Giomi)

Staff Summary: Adoption of this agreement will allow Carson City to provide mutual aid and to receive mutual aid from the entities within the geographical boundaries of the Lake Tahoe Regional Fire Chiefs' Association.

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: I move to adopt Resolution No. _____, a resolution adopting and approving an Interlocal Contract of the Lake Tahoe Fire Chiefs Association Amended and Restated Fire and Emergency Mutual Aid Agreement based upon the Supplemental Interstate Compact for Emergency Mutual Assistance between the State of Nevada and the State of California and other matters properly related thereto.

Explanation for Recommended Board Action: Adoption of this agreement will allow Carson City to provide mutual aid and to receive mutual aid from the entities within the geographical boundaries of the Lake Tahoe Regional Fire Chiefs' Association. The mutual aid will consist of furnishing fire protection personnel, resources and facilities necessary to suppress fire or mitigate an emergency incident of such magnitude that it is beyond the capacity or control of a single agency. However, this agreement does not require any agency to deplete its own resources to a point where it would be unable to provide fire protection or emergency resources within its own jurisdictional boundaries.

Applicable Statute, Code, Policy, Rule or Regulation: Chapter 277

Fiscal Impact: N/A

Supporting Material: Lake Tahoe Regional Fire Chiefs Association Amended and Restated Fire and Emergency Mutual Aid Agreement

Prepared By: Stacey Giomi, Fire Chief

Reviewed By: *Stacey Giomi* Date: 4-6-10
(Fire Chief)
[Signature] Date: 4/6/2010
(City Manager)
Melanie Spitzer Date: 4-6-10
(District Attorney)
Mike Stroumbos Date: 4/6/10
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

NOTE: There are two original documents; one to be maintained by the Clerk/Recorder, one to be returned to the Fire Department. Please sign on the appropriate location on Exhibit A.

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT OF THE LAKE TAHOE FIRE CHIEFS ASSOCIATION AMENDED AND RESTATED FIRE AND EMERGENCY MUTUAL AID AGREEMENT BASED UPON THE SUPPLEMENTAL INTERSTATE COMPACT FOR EMERGENCY MUTUAL ASSISTANCE BETWEEN THE STATE OF NEVADA AND THE STATE OF CALIFORNIA AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Contract of the Lake Tahoe Fire Chiefs Association Amended and Restated Fire and Emergency Mutual Aid Agreement based upon the Supplemental Interstate Compact for Emergency Mutual Assistance between the State of Nevada and the State of California, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract of the Lake Tahoe Fire Chiefs Association Amended and Restated Fire and Emergency Mutual Aid Agreement based upon the Supplemental Interstate Compact for Emergency Mutual Assistance between the State of Nevada and the State of California, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract of the Lake Tahoe Fire Chiefs Association Amended and Restated Fire and Emergency Mutual Aid Agreement based upon the Supplemental Interstate Compact for Emergency Mutual Assistance between the State of Nevada and the State of California, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to

_____.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this ___ day of March, 2010 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

LAKE TAHOE REGIONAL FIRE CHIEFS ASSOCIATION

AMENDED AND RESTATED

FIRE AND EMERGENCY MUTUAL AID AGREEMENT

This agreement amends and restates the Fire and Emergency Mutual Aid Agreement dated the 10th day of July, 1996, by and among the fire service agencies whose names are set forth in Exhibit "A", attached hereto and incorporated herein by reference.

WITNESSETH

WHEREAS, each of the above-named agencies (sometimes referred to as a "Party" or the "Parties") maintains and operates a fire organization within their respective jurisdictions; and

WHEREAS, the Parties hereto desire to enter into a mutual aid agreement for the purposes hereinafter set forth, pursuant to federal, Nevada, California and local government statutory authority.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Each Party agrees, upon request made to such Party's dispatch center, to furnish personnel, resources and facilities to any other Party as may be necessary to suppress fire or mitigate any emergency incident of such magnitude that is, or is likely to be, beyond the capacity of control of a single agency and requires the combined forces of additional agencies.
2. No Signatory to this agreement shall be required to deplete unreasonably its emergency resources.
3. Such mutual aid shall be within the geographic boundaries of the membership of the Lake Tahoe Regional Fire Chiefs' Association. See Map attached as Exhibit B.
4. Any mutual aid extended under this agreement is done with the express understanding that the responsible local fire official in whose jurisdiction any incident requiring mutual aid has occurred shall have designated an Incident commander at such incident for that jurisdiction.
5. Except as otherwise provided herein, reimbursement for personnel, apparatus and support equipment will begin after the twenty-fourth (24th) hour. Should personnel, apparatus or support equipment be requested for assignment to a Mobilization Center for standby duty, the reimbursement period shall begin with the time of initial dispatch of said personnel, apparatus

or support equipment from its home base. Additionally, there shall be only one twenty-four (24)-hour period for each person, apparatus, or support equipment from time of original dispatch, regardless of number of assignments or Forest Agencies committing said personnel, apparatus or support equipment until return to the home base.

6. If reimbursement is available as a result of a declaration of disaster, grant and/or cost recovery, reimbursement for personnel, apparatus and support equipment shall cover the entire time of commitment, beginning at the time of initial dispatch from the Party's home base, to the time of return to home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four (24) hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for cost reimbursement, shall be paid as set forth in the Reimbursement Procedures (*Exhibit A, Reimbursement Policy and Procedures to the Agreement for Local Government Fire and Emergency Assistance Between the State of California, Emergency Management Agency; State of California, Department of Forestry and Fire Protection; U.S.D.A. Forest Service, Pacific Southwest Region,; U.S.D.I. Bureau of Land Management, California State Office; and U.S.D.I., National Park Service, Pacific West Field Region; U.S.D.I., Fish and Wildlife Service, Pacific Southwest Region; and U.S.D.I. Bureau of Indian Affairs, Pacific Region*) (the "CFAA"). It is the intention of the Parties that reimbursement for personnel and equipment shall parallel the provisions of the CFAA, as amended from time to time, specifically with respect to reimbursable time, personnel rates and equipment rates. Where incident costs are subject to cost apportionment among federal, state and/or local agencies, it is the intention of the Parties that costs apportioned to any local agency signatory to this Agreement shall include the value of all LTRFCA resources committed pursuant to this Agreement from the time of initial dispatch from the unit's home base. Participating agencies providing ground ambulance mutual aid resources reserve the right to bill any patient(s) treated and/or transported consistent with the transporting agency billing policies and procedures.
7. In the event of any claim or litigation between the signatories alleging liability on the part of any Party hereto, or any combination of Parties hereto, any action or omission to act under the terms of this Agreement each Party shall provide for its own defense and bear any and all costs thereof.
8. Nothing in this Section shall create or be construed to create any right of action on the part of any Party or entity not a Signatory to this Agreement, nor create the status of third party beneficiary for any person or entity.
9. It is the specific intent of the Parties in entering into this agreement that it is not, and shall not be construed to be a joint powers agreement under the provision of California or Nevada law.

Any issues concerning this Agreement are to be resolved without reference to such statutory law.

10. All signatories to this Agreement shall, in so far as is reasonable, use the terminology and organization structure of the National Interagency Incident Management System (NIIMS) and/or the Incident Command System (ICS).
11. It shall be policy for the agency requesting aid to release the assisting agencies from emergency duties as soon as practicable.
12. This Agreement shall not interfere with or replace any mutual aid or other operational agreements between agencies signatory to this Agreement or to agreements between a signatory and a Forest Agency. In the event of any inconsistency between the provisions of this Agreement and any bilateral agreement between participating agencies or a party and another agency, the latter shall prevail.
13. The Lake Tahoe Regional Fire Chiefs' Association shall elect from among its California members a Tahoe Basin Fire and Rescue Operational Area Coordinator, who shall concurrently serve as the California Emergency Management Agency Tahoe Basin Fire and Rescue Operational Area Coordinator, who shall coordinate the dispatch of mutual aid resources subject to this Agreement with the requesting agency incident commander.
14. All requests for mutual aid provided for in this Agreement shall be made through established and approved communication channels to the Lake Tahoe Regional Fire Chiefs' Association Operational Area Coordinator. Such requests shall be made by a responsible fire official of the agency requesting aid. Interstate and cross-border mutual aid between California and Nevada is rendered pursuant to the SUPPLEMENTAL INTERSTATE COMPACT FOR EMERGENCY MUTUAL ASSISTANCE between the States of California and Nevada, dated July 19, 2007, a copy of which is attached as Exhibit C.
15. This Agreement shall remain in full force and effect from the date hereof until terminated or amended by the Lake Tahoe Regional Fire Chiefs' Association, PROVIDED, HOWEVER, any party hereto may withdraw from this agreement by giving thirty (30) days prior notice in writing to the Association president and the designated mutual aid emergency coordinator.
16. The parties to this Agreement may, from time to time, adopt by resolution an Annual Operations Plan setting forth a detailed plan for implementation of this Mutual Aid Agreement. A copy of the Operations Plan shall be attached to this Agreement as Exhibit D.

AGREED TO THIS __ DAY OF _____, 2010, BY THE PARTIES HERETO AS SET FORTH ON THE ATTACHED EXHIBIT "A".

EXHIBIT "A"

ALPINE COUNTY
(Bear Valley Fire Department; Kirkwood Fire
Department; Markleeville Volunteer Fire
Department; Woodsford Volunteer Fire
Department)

By: _____ Date: _____

CALIFORNIA TAHOE EMERGENCY SERVICES
OPERATING AUTHORITY

By: _____ Date: _____

CARSON CITY FIRE DEPARTMENT

By: _____ Date: _____
Robert L. Crowell, Mayor of Carson City

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Date: _____

EAST FORK FIRE AND PARAMEDIC DISTRICT

By: _____ Date: _____

FALLEN LEAF LAKE VOLUNTEER FIRE
DEPARTMENT

By: _____ Date: _____

LAKE VALLEY FIRE PROTECTION DISTRICT

By: _____ Date: _____

MEEKS BAY FIRE PROTECTION DISTRICT

By: _____ Date: _____

NORTH LAKE TAHOE FIRE PROTECTION
DISTRICT

By: _____ Date: _____

NORTH TAHOE FIRE PROTECTION DISTRICT

By: _____ Date: _____

NORTHSTAR FIRE DEPARTMENT

By: _____ Date: _____

RENO FIRE DEPARTMENT

By: _____ Date: _____

SIERRA FIRE PROTECTION DISTRICT

By: _____ Date: _____

SIERRA FOREST FIRE PROTECTION DISTRICT

By: _____ Date: _____

SOUTH LAKE TAHOE FIRE DEPARTMENT

By: _____ Date: _____

SPARKS FIRE DEPARTMENT

By: _____ Date: _____

SQUAW VALLEY FIRE DEPARTMENT

By: _____ Date: _____

STOREY COUNTY FIRE PROTECTION DISTRICT

By: _____ Date: _____

TAHOE DOUGLAS FIRE PROTECTION DISTRICT

By: _____ Date: _____

TRUCKEE FIRE PROTECTION DISTRICT

By: _____ Date: _____

Figure 1 - Exhibit B: LTRFCA

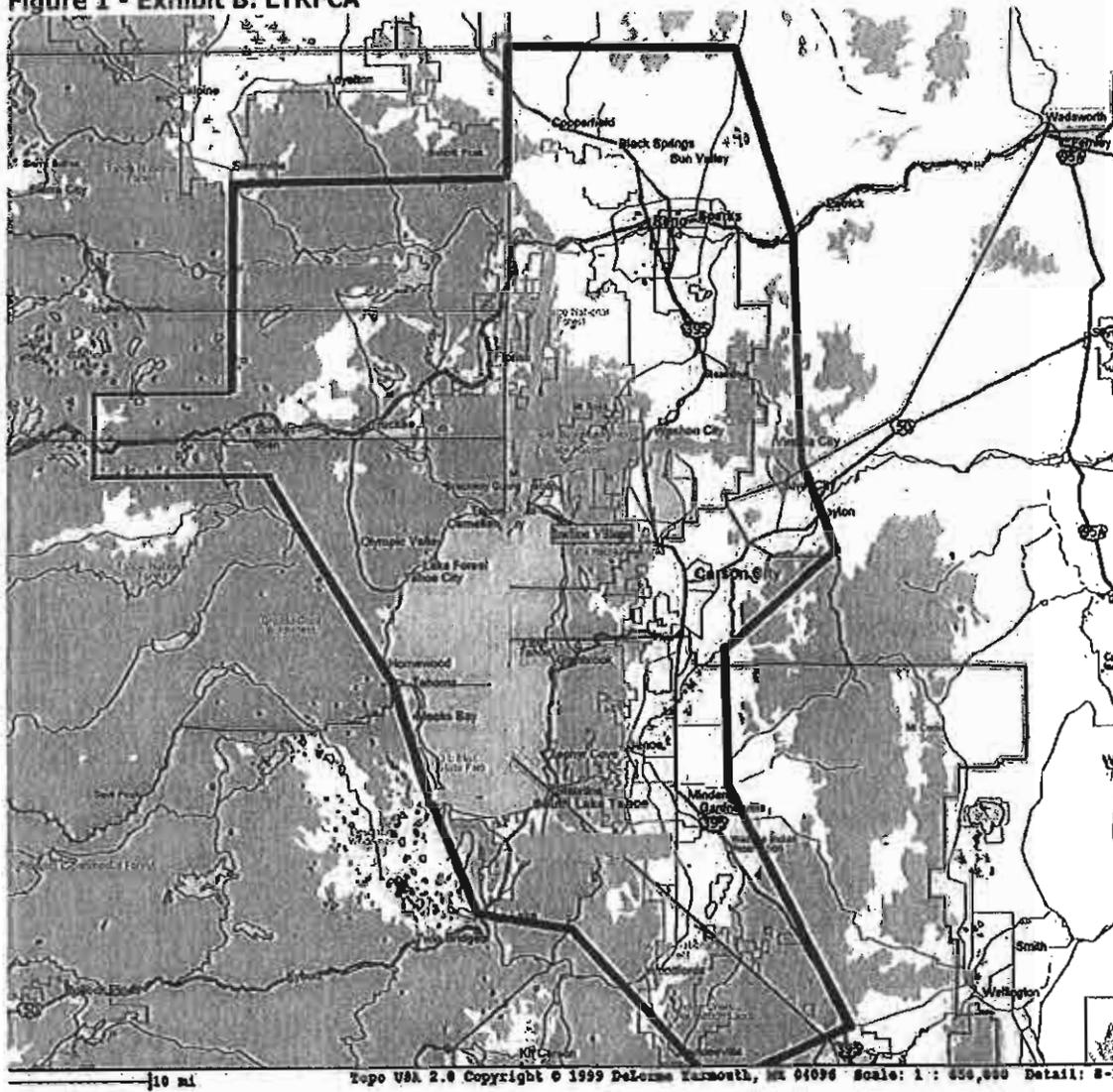


Figure 2 - Exhibit C:

**SUPPLEMENTAL INTERSTATE COMPACT
FOR EMERGENCY MUTUAL ASSISTANCE**

WHEREAS the states of Nevada and California have determined that interstate emergency mutual assistance is helpful and often necessary in responding to emergencies and disasters; and

WHEREAS both states have entered into interstate compacts, that provide the framework for sharing resources during declared states of emergency; and

WHEREAS many emergencies do not require the Governors to declare a state of emergency, but nonetheless there is a significant benefit of sharing of critical emergency resources during those situations; and

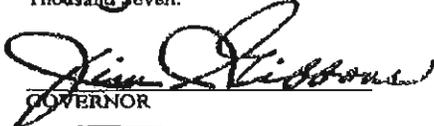
WHEREAS the Emergency Management Assistance Compact, ("EMAC"), does not specifically include state-to-state assistance for emergencies that have not been declared a state of emergency by the Governor of the state requesting resources; and

WHEREAS the EMAC specifically allows and encourages supplemental agreements between its party states.

THEREFORE, this agreement is made by the Governor of the State of Nevada pursuant to the authority granted him by Chapter 414 of the Nevada Revised Statutes and the Governor of the State of California, pursuant to authority granted to him by Section 8619 of the California Government Code, and each Governor is acting herein for and on behalf of his state respectively, as follows:

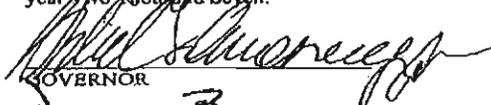
1. The State of Nevada hereby promises and agrees to provide emergency mutual aid assistance in emergencies to the State of California when the State of California requests such assistance, notwithstanding the absence of a declaration of emergency or disaster by the State of California or the State of Nevada.
2. The State of California hereby promises and agrees to provide emergency mutual aid assistance in emergencies to the State of Nevada when the State of Nevada requests such assistance, notwithstanding the absence of a declaration of emergency or disaster by the State of Nevada or the State of California.
3. Neither state shall be required to provide resources under this agreement, if in the sole discretion of the responding state, the requested resources are not sufficiently available, or if the provisions of those resources would unreasonably impact the safety and health of the citizens of the responding state.
4. The State rendering assistance pursuant to this Compact shall be reimbursed by the requesting State receiving such assistance for any loss or damage to or expense incurred responding to a request for aid and any costs incurred in connection with such requests; notwithstanding, the assisting State may choose to assume in whole or in part such loss, damage, expense or other cost, or may loan such equipment or donate such services to the requesting State without charge or costs.
5. Pursuant to the applicable statutes and agreements of both States, the officers, employees, volunteers, and other emergency responders rendering assistance in the other State pursuant to this Compact shall be protected from liability, as applicable to those individuals.
6. Each party state shall provide their responding individuals with compensation and death benefits, including worker's compensation, as appropriate and authorized for any injured emergency responder deployed under this Compact or the representatives of deceased responders, in the same manner as if the injury or death occurred within the responding individual's state, subject to the reimbursement provisions of this Compact.
7. This agreement shall remain in effect until EMAC is amended to allow interstate mutual aid without a Governor's declaration of emergency or disaster, even if California or Nevada does not sign the amended EMAC. Notwithstanding the foregoing, either state may terminate this agreement with a 90-day written notice to the other state.

IN WITNESS WHEREOF,
I, Jim Gibbons, Governor of the State of Nevada, have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed this 3rd day of July, in the year Two Thousand Seven.


GOVERNOR

SECRETARY OF STATE

IN WITNESS WHEREOF,
I, Arnold Schwarzenegger, Governor of the State of California, have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19 day of July, in the year Two Thousand Seven.


GOVERNOR

SECRETARY OF STATE

Exhibit "D"

2010 OPERATIONS PLAN

THIS OPERATIONS PLAN provides specific actions to implement the Lake Tahoe Regional Fire Chiefs Association Fire and Emergency Mutual Aid Agreement dated January 1, 2010 (the "Agreement") for the 2010 wildland fire season. This Operations Plan will be effective January 1, 2010 and will continue in effect until replaced.

1. The Cooperators listed in Exhibit "A" to the Agreement as appropriate and signatory agencies for 2010 are:

- Alpine County
- Bear Valley Fire Department
- California Tahoe Emergency Services Operating Authority
- Carson City Fire Department
- Central Lyon County Fire Protection District
- East Fork Fire and Paramedic District
- Fallen Leaf Lake Volunteer Fire Department
- Kirkwood Fire Department
- Lake Valley Fire Protection District
- Markleeville Volunteer Fire Department
- Meeks Bay Fire Protection District
- North Lake Tahoe Fire Protection District
- North Tahoe Fire Protection District
- Northstar Fire Department
- Reno Fire Department
- Sierra Fire Protection District
- Sierra Forest Fire Protection District
- South Lake Tahoe Fire Department
- Sparks Fire Department
- Squaw Valley Fire Department
- Storey County Fire Department
- Tahoe Douglas Fire Protection District
- Truckee Fire Protection District
- Woodfords Volunteer Fire Department

A map setting forth the response area for the Agreement based on these Cooperators is attached as Exhibit D-1.

2. The time frame for all LTRFCA mutual aid resources to be "without cost" as described in Paragraph 5 of the LTRFCA Mutual Aid Agreement for the Cooperators described in Paragraph 1 shall be twenty-four (24) hours, except as otherwise provided at Paragraph 5 of the LTRFCA Mutual Aid Agreement.
 - a. Within 24 hours of the dispatch of Cooperator resources, the Agency Representative shall provide notice of status of payment or reimbursement for committed Cooperator Resources to the LTRFCA Operational Area Coordinator and to each cooperating agency. In the event no determination on payment or reimbursement has been made within such 24 hour period,

Cooperator resources shall be released from the incident unless each of the participating agencies reaffirm, as to their respective resources, specific approval for additional 24 hour Operating Period(s) of commitment to the incident without compensation.

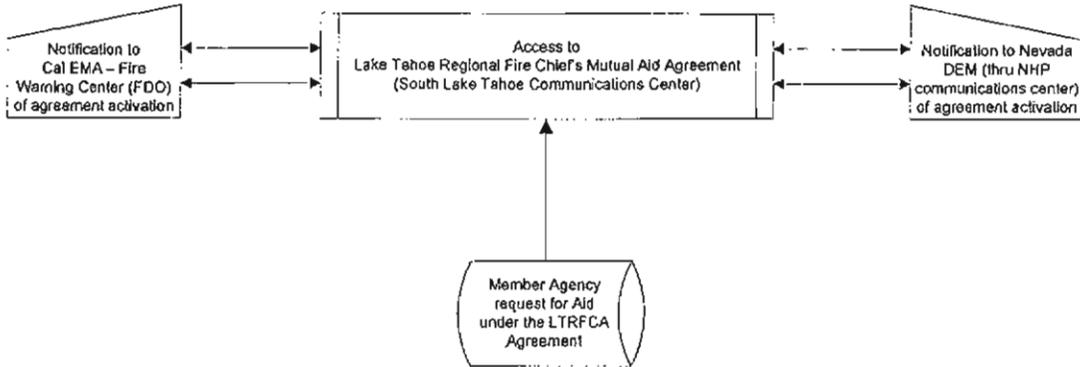
- b. Any Cooperator Strike Team or single resource committed to the incident shall have priority in remaining on the incident if payment for resources is arranged after the initial twenty-four (24) hours.
3. The LTRFCA may provide an Agency Representative to any incident where one (1) strike team or more LTRFCA Cooperator resources are committed.
 - a. This Agency Representative shall respond to the incident within four (4) hours of dispatch of Cooperator resources.
 - b. The Agency Representative shall not be from a hosting agency of the incident.
 - c. The Agency Representative must be able to assist in facilitating usage of the Cooperator resources, negotiating cost reimbursement decisions and providing other services of Agency Representative, as described in the Field Operations Guide (ICS 420-1), for twenty-four (24) hours.
 4. Dispatch Procedures
 - a. All LTRFCA Fire and Emergency Mutual Aid Agreement Cooperator resources must be requested through South Lake Tahoe Dispatch. South Lake Tahoe Dispatch shall notify the Federal Dispatch Agency having jurisdiction: Grass Valley ECC, Minden ECC or Camino ECC, if applicable, of commitment of Cooperator resources.
 - b. LTRFCA Cooperator resources dispatched under this Operations Plan shall be given the identifier "TFC" followed by year, sequential number for that season, and NWCG Type designator, e.g. "Strike Team TFC 10-2 C" would signify LTRFCA Strike Team number 2 for 2010, consisting of Type 3 engines.
 - c. All Cooperators shall notify South Lake Tahoe Dispatch whenever they are in "draw down" state limiting ability to commit resources to support the Agreement and shall update South Lake Tahoe Dispatch as conditions change.
 - d. South Lake Tahoe Dispatch shall provide LTRFCA resource status notifications and updates to California Emergency Management Agency and Nevada Department of Emergency Management, as appropriate, at time of dispatch and shall request confirmation that resources dispatched from one state into the other are intended as interstate emergency assistance under the terms of the SUPPLEMENTAL INTERSTATE COMPACT FOR EMERGENCY MUTUAL ASSISTANCE dated July 19, 2007 or any successor agreement thereto.

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LTRFCA Agreement Activation Notification Process



5. All Cooperator resources shall be able to support their operations for forty-eight (48) hours without logistical support from the incident, including meals for crew, fuel and emergency repairs.