



WASHOE COUNTY

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CM/ACM _____
Finance ✓
DA _____
Risk Mgt. n/a
HR n/a
Grant Mgt. n/a

STAFF REPORT

BOARD MEETING DATE: June 28, 2016

DATE: May 20, 2016
TO: Board of County Commissioners
FROM: Aaron Kenneston, Emergency Management and Homeland Security Program
(775) 337-5898, Akenneston@WashoeCounty.us

THROUGH: Al Rogers, Management Services Director

SUBJECT: Discussion and possible approval of Cooperative Emergency Agreements between Washoe County's Gerlach Fire Department and the Pyramid Lake Paiute Tribe Fire Department; Eagleville, CA, Volunteer Fire Department; Cedarville, CA, Volunteer Fire Department, Fort Bidwell, CA, Volunteer Fire Department; and the Modoc County, CA, Surprise Valley Health Care District. (Commission District 5)

SUMMARY

This item requests discussion and possible approval of Cooperative Emergency Agreements between Washoe County's Gerlach Fire Department and the Pyramid Lake Paiute Tribe Fire Department; Eagleville, CA, Volunteer Fire Department; Cedarville, CA, Volunteer Fire Department, Fort Bidwell, CA, Volunteer Fire Department; and the Modoc County, CA, Surprise Valley Health Care District.

Strategic Objective supported by this item: Safe, secure and healthy communities.

BACKGROUND

The closest community to Gerlach is the town of Nixon on the Pyramid Lake Paiute Tribe reservation (60 miles); the next closest communities are Eagleville, Cedarville and Fort Bidwell in California (89 miles). Further, the California communities are the closest responders to the Vya, Nevada and remote Northern Washoe area. These small communities have historical ties to Gerlach, and their fire departments often respond across jurisdictional boundaries in the interest of public safety. Similar Agreements were approved in 1999 to provide mutual aid in Washoe County North of Township 22. Although the existing agreements renew automatically, with new leadership at the Gerlach Fire Department and new personnel in the partner agencies, this is an ideal time to reaffirm the relations and renew the agreements.

AGENDA ITEM # 5H8

FISCAL IMPACT

It is anticipated that the adopted budget for Cost Center 187510- Fire Suppression Administration is sufficient in supporting mutual aid and/entering into cost share agreements barring any large scale emergency.

RECOMMENDATION

Recommendation to approve the Cooperative Emergency Agreements between Washoe County's Gerlach Fire Department and the Pyramid Lake Paiute Tribe Fire Department; Eagleville, CA, Volunteer Fire Department; Cedarville, CA, Volunteer Fire Department, Fort Bidwell, CA, Volunteer Fire Department; and the Modoc County, CA, Surprise Valley Health Care District.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: *"move to approve the Cooperative Emergency Agreements between Washoe County's Gerlach Fire Department and the Pyramid Lake Paiute Tribe Fire Department; Eagleville, CA Volunteer Fire Department; Cedarville, CA Volunteer Fire Department, Fort Bidwell, CA Volunteer Fire Department; and the Modoc County, CA Surprise Valley Health Care District."*

COOPERATIVE EMERGENCY AGREEMENT

Hereby entered into Between the Pyramid Lake Fire Rescue/EMS Department and the Washoe County - Gerlach Fire/EMS Department.

This Agreement is made and entered into this ____ day of _____ 2016, by and between the Pyramid Lake Fire Rescue/EMS Department of the Pyramid Lake Paiute Tribe, a Nevada recognized fire department and EMS Service (hereinafter referred to as the “Department”), and the Washoe County, Nevada, Gerlach Fire/EMS Department (hereinafter collectively referred to as the “County”).

WITNESSETH :

WHEREAS, the Department, as a State of Nevada federally recognized tribe governed by a Tribal Council established pursuant to _____, is authorized to enter into contracts and agreements for the provision of services to its residents; and,

WHEREAS, the Department is responsible for the provision of firefighting, emergency medical and rescue services within the interior boundaries of the Pyramid Lake Indian Reservation; and,

WHEREAS, the Washoe County Board of Commissioners is responsible for the provision of firefighting, emergency medical and rescue services North of Township 22N in Northern Washoe County and is authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of fire-fighting and EMS resources for the protection of life and property and the prevention and suppression of fire and EMS Services, and,

WHEREAS, the mutual assistance of the Parties in the provision of fire and emergency response services is deemed to be of benefit to both Parties

NOW THEREFORE, based upon and in consideration of the foregoing recitals which are incorporated by this reference, the Parties do hereby mutually agree as follows:

1. Mutual Assistance. Each Party, by and through their respective governing entities, hereby authorize the other's personnel, apparatus and equipment, when requested by the other Party through established communications, to respond to structure fires, provide basic life support and basic rescue and extraction, and to take and direct emergency action North of Township 22N in Northern Washoe County, and within the interior boundaries of the Pyramid Lake Indian Reservation.

2. Termination of Assistance. Each Party's authority to take and direct emergency action in the other's jurisdictional boundary as described herein shall terminate when the emergency is over or the Responding Party is relieved of command by the jurisdictional Party's designee.

3. Mutual or Automatic Aid. If requested by either Party to this Agreement, the requesting Party shall notify the appropriately designated dispatch center to request assistance for all types of emergency incidents. If either party's dispatch center receives an emergency 911 call in the other's jurisdictional boundary, the agency of jurisdiction shall be notified immediately of the emergency incident.

4. Limitation on Response. As described herein, the Parties shall render the assistance requested by the other provided that such assistance is within a party's capability and will not leave its own jurisdiction unprotected and exposed to danger. If a party is unable to provide the assistance requested, it shall so notify the requesting party without delay.

5. Provision of Reports. Each Party, upon request of the other, shall furnish a written incident report on any action taken pursuant to this Agreement within ten days of request.

6. Hold Harmless. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and

10. Choice of Law and Forum. The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

11. 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. 12.

Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

13. Independent Agencies. The Parties are associated with each other only for the purposes of, and to the extent set forth in, this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement 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.

14. Term of Agreement. This Agreement shall continue in force and effect from the date of signature by both Parties' authorized representatives and terminate on September 30, 2020, unless terminated earlier by either Party, with or without cause, upon 90 days' notice.

15. Termination. Either Party may, with or without cause, upon 90 days' notice, terminate the Agreement. Termination shall be effected by service of a Notice of Termination upon the other Party. The Notice of Termination shall be served by regular mail and the Agreement shall terminate 90 days after the date of mailing. Further, the Parties agree that in the event Washoe County fails to obligate funds necessary for the County to meet the duties described in this agreement for any fiscal year, County will immediately notify the Department of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever.

16. The Parties hereto agree to attempt to meet and confer each year prior to September 30 to review this Agreement and discuss the need for possible amendments. If no meeting is held, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF the Parties have set their hands with the intent to be bound this ____ day of ____ 2016.

Kitty Jung, Chair
Washoe County Commissioner

ATTEST:

Nancy Parent, County Clerk

Vinton Hawley
Tribal Chairman
Pyramid Lake Paiute Tribe

ATTEST:

Brenda Henry, Tribal Secretary

COOPERATIVE EMERGENCY AGREEMENT

This agreement is made and entered into this day of 2016, by and between the Cedarville Volunteer Fire Department of California, a California recognized fire department (hereinafter referred to as the "Department"), and Washoe County, Nevada.

WITNESSETH:

WHEREAS, the Department, as a State of California recognized Fire Department, governed by a Special District established pursuant to Section 3720 of the Political Code Statutes of the State of California 1933, pages 709 and 808, is authorized to enter into contracts and agreements for the provision of services to its residents;

WHEREAS, the Department is responsible for fire protection and emergency response in the Cedarville-Surprise Valley Area; and,

WHEREAS, the Washoe County Board of Commissioners is responsible for the provision of firefighting, emergency medical and rescue services North of Township 22N in Northern Washoe County and is authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of fire-fighting and EMS resources for the protection of life and property and the prevention and suppression of fire; and,

WHEREAS, the mutual assistance of the Parties in the provision of fire and emergency response services is deemed to be of benefit to both Parties.

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the Parties do hereby mutually agree as follows:

1. Mutual Assistance. Each Party, by and through their respective governing entities, hereby authorize each other's personnel, apparatus and equipment, when requested by the other Party through established communications, to respond to structure fires, provide basic life

will not waive and intends to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and case law. Contractual liability of both Parties shall not be subject to punitive damages.

6. Ratification. This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the Parties as a condition precedent to its entry into force and shall remain in full force and effect, unless revoked by either party with or without cause, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice of revocation upon the other party.

7. Entire Agreement. This agreement constitutes the entire agreement of the Parties and may only be modified by a written amendment ratified by the governing boards of the Parties.

All Notices and communications concerning this agreement shall be directed as follows:

To the Department: Fire Chief Ray Gorzell
Cedarville Volunteer Fire Department
461 Main Street, Cedarville, CA 96104

To the County: Washoe County C/O Aaron R. Kenneston
Washoe County Emergency Manager
5195 Spectrum Blvd
Reno, Nevada 89512

8. Choice of Law and Forum. The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

Party. The Notice of Termination shall be served by regular mail and the Agreement shall terminate 90 days after the date of mailing.

Further, the Parties agree that in the event Washoe County fails to obligate funds necessary for the County to meet the duties described in this agreement for any fiscal year, County will immediately notify the Department of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever.

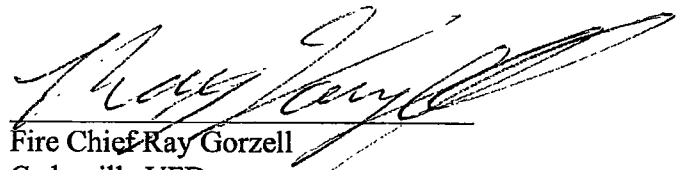
14. The Parties hereto agree to attempt to meet and confer each year prior to September 30 to review this Agreement and discuss the need for possible amendments. If no meeting is held, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF the Parties have set their hands with the intent to be bound this 12 day of May 2016.

Kitty Jung, Chair
Washoe County Commissioners

ATTEST:

Nancy Parent, County Clerk



Fire Chief Ray Gorzell
Cedarville VFD

COOPERATIVE EMERGENCY AGREEMENT

This agreement is made and entered into this ___ day of ___ 2016, by and between the Eagleville Volunteer Fire Department of California, a California recognized fire department (hereinafter referred to as the "Department"), and Washoe County, Nevada.

WITNESSETH:

WHEREAS, the Department, as a State of California recognized Fire Department, governed by a Special District established pursuant to Section 3720 of the Political Code Statutes of the State of California 1933, pages 709 and 808, is authorized to enter into contracts and agreements for the provision of services to its residents;

WHEREAS, the Department is responsible for fire protection and emergency response in the Eagleville-Surprise Valley Area; and,

WHEREAS, the Washoe County Board of Commissioners is responsible for the provision of firefighting, emergency medical and rescue services North of Township 22N in Northern Washoe County and is authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of fire-fighting and EMS resources for the protection of life and property and the prevention and suppression of fire; and,

WHEREAS, the mutual assistance of the Parties in the provision of fire and emergency response services is deemed to be of benefit to both Parties.

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the Parties do hereby mutually agree as follows:

1. Mutual Assistance. Each Party, by and through their respective governing entities, hereby authorize each other's personnel, apparatus and equipment, when requested by the other Party through established communications, to respond to structure fires, provide basic life

will not waive and intends to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and case law. Contractual liability of both Parties shall not be subject to punitive damages.

6. Ratification. This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the Parties as a condition precedent to its entry into force and shall remain in full force and effect, unless revoked by either party with or without cause, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice of revocation upon the other party.

7. Entire Agreement. This agreement constitutes the entire agreement of the Parties and may only be modified by a written amendment ratified by the governing boards of the Parties.

All Notices and communications concerning this agreement shall be directed as follows:

To the Department: Fire Chief Alan Berryessa
Eagleville Volunteer Fire Department
13750 Main Street, Eagleville, CA 96110

To the County: Washoe County C/O Aaron R. Kenneston
Washoe County Emergency Manager
5195 Spectrum Blvd
Reno, Nevada 89512

8. Choice of Law and Forum. The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

Party. The Notice of Termination shall be served by regular mail and the Agreement shall terminate 90 days after the date of mailing.

Further, the Parties agree that in the event Washoe County fails to obligate funds necessary for the County to meet the duties described in this agreement for any fiscal year, County will immediately notify the Department of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever.

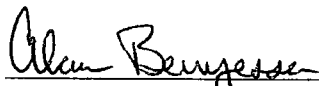
14. The Parties hereto agree to attempt to meet and confer each year prior to September 30 to review this Agreement and discuss the need for possible amendments. If no meeting is held, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF the Parties have set their hands with the intent to be bound this ____ day of ____ 2016.

Kitty Jung, Chair
Washoe County Commissioners

ATTEST:

Nancy Parent, County Clerk



Fire Chief Alan Berryessa
Eagleville VFD

COOPERATIVE EMERGENCY AGREEMENT

This agreement is made and entered into this ___ day of _____ 2016, by and between the Fort Bidwell Volunteer Fire Department of California, a California recognized fire department (hereinafter referred to as the "Department"), and Washoe County, Nevada.

WITNESSETH:

WHEREAS, the Department, as a State of California recognized Fire Department, governed by a Special District established pursuant to Section 3720 of the Political Code Statutes of the State of California 1933, pages 709 and 808, is authorized to enter into contracts and agreements for the provision of services to its residents;

WHEREAS, the Department is responsible for fire protection and emergency response in the Cedarville-Surprise Valley Area; and,

WHEREAS, the Washoe County Board of Commissioners is responsible for the provision of firefighting, emergency medical and rescue services North of Township 22N in Northern Washoe County and is authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of fire-fighting and EMS resources for the protection of life and property and the prevention and suppression of fire; and,

WHEREAS, the mutual assistance of the Parties in the provision of fire and emergency response services is deemed to be of benefit to both Parties.

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the Parties do hereby mutually agree as follows:

1. Mutual Assistance. Each Party, by and through their respective governing entities, hereby authorize each other's personnel, apparatus and equipment, when requested by the other Party through established communications, to respond to structure fires, provide basic life

support and basic rescue and extraction, and to take and direct emergency action North of Township 22N in Northern Washoe County, and in Modoc County.

2. Termination of Assistance. Each Party's authority to take and direct emergency action in the other's jurisdictional boundary as described herein shall terminate when the emergency is over or the Responding Party is relieved of command by the jurisdictional Party's designee.

3. If mutual or automatic aid is required by either Party to this Agreement, the requesting Party shall notify the appropriately designated dispatch center to request assistance for all types of emergency incidents. If either party's dispatch center receives an emergency 911 call in the other's jurisdictional boundary, the agency of jurisdiction shall be notified immediately of the emergency incident

5. Limitation on Response. As described herein, the Parties shall render the assistance requested by the other provided that such assistance is within a party's capability and will not leave its own jurisdiction unprotected and exposed to danger. If a party is unable to provide the assistance requested, it shall so notify the requesting party without delay.

4. Provision of Reports. Each Party, upon request of the other, shall furnish a written incident report on any action taken pursuant to this Agreement within ten days of request.

5. Hold Harmless. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel. Washoe County

will not waive and intends to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes and case law. Contractual liability of both Parties shall not be subject to punitive damages.

6. Ratification. This agreement shall become effective upon ratification by appropriate legal action by the governing bodies of the Parties as a condition precedent to its entry into force and shall remain in full force and effect, unless revoked by either party with or without cause, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice of revocation upon the other party.

7. Entire Agreement. This agreement constitutes the entire agreement of the Parties and may only be modified by a written amendment ratified by the governing boards of the Parties.

All Notices and communications concerning this agreement shall be directed as follows:

To the Department: Fire Chief Mark Royer
Fort Bidwell Volunteer Fire Department
PO Box 296, Fort Bidwell, CA 96112

To the County: Washoe County C/O Aaron R. Kenneston
Washoe County Emergency Manager
5195 Spectrum Blvd
Reno, Nevada 89512

8. Choice of Law and Forum. The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

9. Assignment. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

10. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

11. Independent Agencies. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the incident under this Agreement. Nothing contained in this Agreement 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.

12. Term of Agreement. This Agreement shall continue in force and effect from the date of signature by both Parties' authorized representatives unless terminated earlier by either Party, with or without cause, upon 90 days notice.

13. Termination. Either Party may, with or without cause, upon 90 days notice, terminate the Agreement. Termination shall be effected by service of a Notice of Termination upon the other

Party. The Notice of Termination shall be served by regular mail and the Agreement shall terminate 90 days after the date of mailing.

Further, the Parties agree that in the event Washoe County fails to obligate funds necessary for the County to meet the duties described in this agreement for any fiscal year, County will immediately notify the Department of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever.


14. The Parties hereto agree to attempt to meet and confer each year prior to September 30 to review this Agreement and discuss the need for possible amendments. If no meeting is held, the Agreement will continue in full force and effect.

IN WITNESS WHEREOF the Parties have set their hands with the intent to be bound this ____ day of ____ 2016.

Kitty Jung, Chair
Washoe County Commissioner:

ATTEST:

Nancy Parent, County Clerk



Fire Chief Mark Royer
Fort Bidwell VFD

COOPERATIVE EMERGENCY AGREEMENT

This agreement is made and entered into this ___ day of _____, 2016, by and between the Surprise Valley Health Care District, a California recognized Health Care Provider and Ambulance Service (hereinafter referred to as the "District"), and Washoe County, Nevada.

WITNESSETH:

WHEREAS, the District, as a State of California recognized Health Care District, governed by a Special District established pursuant to Section 3720 of the Political Code Statutes of the State of California 1933, pages 709 and 808, is authorized to enter into contracts and agreements for the provision of services to its residents;

WHEREAS, the District is responsible for Health Care and Ambulance Services in the Cedarville-Surprise Valley Area; and,

WHEREAS, the Washoe County Board of Commissioners is responsible for the provision of firefighting, emergency medical and rescue services North of Township 22N in Northern Washoe County and is authorized by NRS 277.180 to enter into an agreement with other public agencies for the joint and cooperative use of EMS resources for the protection of life; and,

WHEREAS, the mutual assistance of the Parties in the provision of emergency response services is deemed to be of benefit to both Parties.

NOW THEREFORE, based upon the foregoing recitals which are incorporated by this reference, the Parties do hereby mutually agree as follows:

1. Mutual Assistance. Each Party, by and through their respective governing entities, hereby authorize each other's personnel, apparatus and equipment, when requested by the other Party through established communications, to provide basic life support and basic rescue and