

**REGIONALIZED INTERLOCAL AGREEMENT FOR EMERGENCY DRIVER TRAINING
BETWEEN THE CITY OF LAS VEGAS, CLARK COUNTY, THE CITY OF HENDERSON AND
THE CITY OF NORTH LAS VEGAS**

This Interlocal Agreement is made and executed in this 20 day of OCTOBER, 2010, by and among the City of Las Vegas (the "City"), on behalf of Las Vegas Fire and Rescue ("LVFR"), Clark County, on behalf of the Clark County Fire Department (the "County"), the City of Henderson ("Henderson"), on behalf of the City of Henderson Fire Department and the City of North Las Vegas ("NLV"), on behalf of the North Las Vegas Fire Department. The City, Henderson and NLV may hereinafter be referred to individually as a "Party," or collectively as the "Parties."

RECITALS

1. Fire apparatus are large and unique vehicles, and it takes a driver with special skills and knowledge to operate such apparatus safely and appropriately. Currently, the fire departments for the City, Henderson and NLV each provide separate Emergency Driver Training courses for those fire department personnel that operate such apparatus.
2. The Fire Chiefs for the City, the County, Henderson and NLV believe the jurisdictions can save time and money by jointly providing emergency driver training, as well as provide standard and consistent emergency driver training instruction across the Las Vegas valley to the drivers of such fire apparatus.
3. Nevada 277.180(3)(d) permits "the joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire," and the safe operation of such equipment by the Parties is necessary for the protection of property and the prevention and suppression of fire. The Parties will participate in this multi-agency emergency driver training and education to enhance safe-driving by all valley firefighter personnel responsible for driving fire apparatus during emergency and non-emergency calls and incidents, and to provide such personnel with the proper skills for safely and reasonably driving emergency vehicles.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

I. **Emergency Driver Training Program.**

A **National Fire Protection Association (NFPA) Driver Training Requirements.** NFPA 1451: Fire Service Vehicle Operations Training Program 5.1.1 requires that "a fire department shall establish and maintain a driver training and education program with the goal of preventing vehicular crashes, deaths and injuries to members, employees, and the public." This program is intended to meet or exceed all NFPA basic training and education requirements, all training frequency requirements, and all NFPA Advanced Driver Training Course requirements. The Lead Instructors shall ensure that the education and training received by students in the emergency driver training courses are current and meets or exceeds all NFPA requirements.

B. Multi-Jurisdictional Advanced Driver Training Program. Attached hereto as Exhibit 1 is the Multi-Jurisdictional Advanced Driver Training Program (ADTP) that shall be used by all Program Instructors. The provisions of the ADTP may only be amended upon a majority vote of the respective Chiefs or their designee, and adoption of the amendments as official department policy by each of the Parties' Fire Departments. Additionally, administrative disputes may be resolved by the Program Instructors by majority votes.

Each of the Parties reviewed the program in its entirety and agreed upon the program terms and conditions. Except as prohibited by respective collective bargaining agreements, each Party shall adopt this ADTP as each Party's official department policy regarding firefighter emergency driver training prior to a Party participating in the Program.

The ADTP consists of a classroom component and a practical component involving "hands-on" driver training with a Program Instructor on an Emergency Vehicle Operator's course as provided by the ADTP. The specific courses will be decided upon and set up by the participating parties at locations that have been agreed upon and secured by proper agreements.

C. ADTP Participants. The Parties shall jointly determine eligibility requirements for participation in the ADTP, as well as indicating those persons that are required to participate in the ADTP.

D. Program Instructors. Each participating agency shall contribute at least one Program Instructor that has completed the necessary training to become a Program Instructor for the ADTP. Every ADTP Instructor will meet the standards set in NFPA 1041(Standard for Fire Service Instructor Professional Qualifications) Each Instructor will possess a Fire Instructor I or higher. While a Party may contribute more than one Program Instructor for purposes of the ADTP, each Party shall designate one Program Instructor as the "Lead Instructor" for purposes of any decision-making or dispute resolution required among the Parties.

E. Equipment. Except as outlined in E(1) the parties shall provide the emergency vehicles and other necessary equipment for the any particular ADTP on rotating basis. All participating parties are responsible for providing vehicles and / or fuel for this program as determined by the lead instructors.

(1) All practical drivers training shall be accomplished in emergency vehicles of a similar make and model to that which is to be used by each of the students. If an attending Party's emergency vehicles are different than those used for the training by the hosting Party, the attending Party must be sure to provide the necessary emergency vehicles for proper training.

(2) Each Lead Instructor or designee for the Party that is providing the vehicles shall inspect all vehicles prior to use in practical driver training and that vehicle must meet state laws of Nevada. Vehicles must also meet NFPA 1901(Standard for Automotive Fire Apparatus)

F. ADTP Schedule. The ADTP shall be scheduled by agreement of a majority of the Lead Instructors, and the location of the ADTP shall rotate among the Parties, as determined by a majority of the Lead Instructors. All aspects of scheduling any particular ADTP shall be determined by a majority of the Lead Instructors.

G. Evaluation. The Program Instructors shall evaluate each of the students pursuant to the ADTP. If a student is below standard in either component of the ADTP, that student's department ADTP instructor will be notified. That students' department will handle the appropriate action from that point forward.

II. Miscellaneous Provisions.

A. Cost of Student Participation. Unless otherwise determined by a majority of the Lead Instructors, there shall be no cost for any member of any Party's fire department to participate in the ADTP.

B. Cost of Party Participation. As provided above, there is no cost for members of a Party's fire department to participate in the ADTP. However, this is based upon each Party contributing an equivalent amount of cost, whether by providing equipment or the location for the training on an annual basis. Those Parties that supply the vehicles and equipment shall pay all costs associated with the use of that Party's emergency vehicles, including fuel and maintenance costs, as well as any consumable equipment and supplies used during the ADTP. Personnel costs for those attending the ADTP shall be borne solely by each Party.

C. Authorizations. Each Party will be responsible for obtaining and maintaining all licenses, permits, certificates and governmental authorizations for its own employees, vehicles and equipment necessary to perform its obligations under this Agreement.

D. No Interlocal Entity Created. This Interlocal Agreement does not create a separate and distinct political subdivision or unit of local government from the Parties for any purposes whatsoever. This Agreement is merely executed to memorialize the means by which the Parties agree to hold joint training exercises for the education of fire department employees.

E. Dispute Resolution. For purposes of this Agreement, the term "a majority of the Lead Instructors," means three (3) of four (4). A two (2) – two (2) split of Lead Instructors means that no agreement occurs and the proposed action may not be taken.

If the Lead Instructors cannot come to a decision because upon a split vote of the Lead Instructors where a majority vote is required, a Lead Instructor may submit the dispute in writing to the Chief of each party's Fire Department for consideration. Within ten (10) days of submission of the writing by one of the Lead Instructors, the Chiefs of the Party's Fire Departments must meet in person to discuss and resolve. To resolve any issue, the Chiefs must make a decision by majority vote. If any Chief is not available for such meeting, a decision must be made upon a majority of the four. If fewer than three Chiefs are available, then the meeting to resolve the matter may not occur. If the Chiefs of the Party's Fire departments cannot resolve an issue, one of the Chiefs may submit the dispute in writing to the Chief Executive Officer of each Party (City or County Manager) or his/her designee. Within twenty (20) days of submission of the writing by one of the Chiefs, the Chief Executive Officers of the Parties, or his/her designee, must meet in person to discuss and resolve. To resolve any issue, the Chief Executive Officers must make a decision by majority vote. If any Chief Executive Officers is not available for such meeting, a decision must be made upon a majority of the four. If the Chief Executive Officers cannot reach a majority vote, this Agreement shall terminate upon the failure to reach a majority vote.

F. Liability. The Parties acknowledge that all persons engaged in emergency driver training, either as instructor or student are doing so as a direct condition of employment, and all personal injuries or death occurring as a direct result of participating in this emergency driver training are subject to the policies and insurance coverage of that person's employment with his or her employer. As such, any compensation for injuries and/or death to instructors and students are governed by the appropriate workers' compensation laws of the participant's employer. Nothing in this agreement creates an employer/employee relationship with the other parties.

No person, other than an employee of a Party hereto, may attend or participate in the emergency driver training. High school students participating in an "Explorer Program," CSN students that are enrolled in Fire Science classes nor members of the public "riding-along" with fire department personnel shall not attend or participate in such emergency driver training.

For any causes of action, lawsuits or claims that arise from implementation of this Agreement, each of the Parties is responsible for its own acts and the acts and omissions of its employees, whether the act or omission is intentional or negligent, as limited by the provisions of NRS Chapter 41.

The Parties acknowledge and agree that vehicles and equipment could be damaged or destroyed while used by the instructors and students participating in the ADTP. The Parties acknowledge and agree that each Party shall hold the other Parties harmless, and shall not expect remuneration for damage or destruction of any particular vehicles or equipment used during the ADTP training.

G. Term. The term of this Agreement shall continue until terminated by one of the Parties as provided in H, below, or by operation of, E, above.

H. Termination. A Party may terminate its participation in this Agreement, for any reason or no reason at all, upon thirty (30) calendar days notice to the other Parties. Such termination only terminates the terminating Parties' participation in the Agreement. This Agreement shall continue to be binding and in effect for the remaining non-terminating Parties.

I. Notice.

Clark County Fire Chief 575 E. Flamingo Road, Las Vegas, NV 89119	City of Las Vegas Fire Chief 500 N. Casino Center Blvd. Las Vegas, NV 89101	City of Henderson Fire Chief 223 Lead Street Henderson, NV 89015	City of North Las Vegas Fire Chief 2626 E. Carey Avenue North Las Vegas, NV 89030
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J. Modification. Except where specifically provided for the Fire Chiefs or Lead Instructors, this agreement may only be modified by the Parties' City/County Manager.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written (the "Effective Date").

CITY OF LAS VEGAS

By: _____

Oscar B. Goodman, Mayor

ATTEST:

By: _____

Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By: _____

Greg Gammon, Fire Chief
City of Las Vegas

APPROVED AS TO FORM

By: _____

James B. Lewis, Deputy City Attorney

CITY OF HENDERSON

By: _____

Mark T. Calhoun, P.E.
City Manager

ATTEST:

By: _____

Sabrina Mercadante, CMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By: _____

Douglas R. Stevens, Fire Chief
City of Henderson

APPROVED AS TO FORM

By: _____

Elizabeth Macias Quillin, City Attorney

CITY OF NORTH LAS VEGAS

By: _____

Shari L. Buck, Mayor

ATTEST:

By: _____

Karen L. Storms, CMC
City Clerk

APPROVED AS TO SUBJECT MATTER

By: _____

Al Gillespie, Fire Chief
City of North Las Vegas

APPROVED AS TO FORM

By: _____

Nicholas Vaskov, Acting City Attorney

CLARK COUNTY, NEVADA

By: _____

Rory Reid, Chairman
Board of County Commissioners

ATTEST:

By: _____

Diana Alba, County Clerk

APPROVED AS TO SUBJECT MATTER

By: _____

Clark County Fire Chief (INTERIM)

APPROVED AS TO FORM

By: _____

Carolyn Campbell
Deputy District Attorney