

TRUCKEE TAHOE AIRPORT DISTRICT  
BOARD OF DIRECTORS AGENDA ITEM SUMMARY

Topic: Approval - Aircraft Rescue and Fire Fighting Agreement

Purpose	Information:	Guidance:	Decision: <b>X</b>
Recommendation	Approve Agreement with Truckee Fire Protection District for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Engine and additional terms to enhance ARFF services to the airport and neighboring community.		
Last Action	<p>The Board discussed this project throughout the FY2014 Budget adoption process. The approved FY2014 Budget included \$450,000 to provide equipment and \$5,000 for training to enhance aircraft rescue and firefighting response at the airport and surrounding community.</p> <p>This agreement was tentatively approved by the Truckee Fire Protection District Board (TFPD) at their Nov. 19, 2013 meeting contingent on approval from Airport District Board. They understand the Airport District may have modifications or changes and are prepared to review these as necessary.</p>		
Discussion	<p>The Agreement was drafted by Brent Collinson who serves as legal counsel for both TTAD and TFPD. As Mr. Collinson represents both districts, he could only draft the agreement and did not give any legal advice. The District retained the services of aviation attorney Peter Kirsch to review the agreement and provide a legal opinion and to assure we are not creating any unintended consequences with the FAA. Overall, Mr. Kirsch indicated it was a good agreement and advised that we add a few provisions regarding the utilization of airport revenue (second sentence of Item 4) and consensus as to future ARFF mandates by the FAA (section 19(B)). Both of these provisions have been added to the agreement and accepted by TFPD.</p> <p>It is the opinion of staff of both TFPD and TTAD that this partnership will greatly enhance TFPD's ability to respond to incidents on the Airport and off the airport with quicker response times, greater precision, mobility, and increased foam capacity than before. Other highlights of the agreement include:</p> <ol style="list-style-type: none"><li>1. Requires TFPD to not "brown out" the Airport Fire Station 96 for the next 5 years. We have the ability to get the Truck back if they brown out the station for 2 consecutive years after the first 5 years. Based on TFPD's coverage plan, they indicated that it is very unlikely that Station 96 would ever be browned out but we want to at least plan for the contingency.</li><li>2. They will provide required ARFF services for events such as the Air Fair for the term of the agreement free of charge.</li></ol>		

TRUCKEE TAHOE AIRPORT DISTRICT  
BOARD OF DIRECTORS AGENDA ITEM SUMMARY

---

3. We have the ability to brand the Engine with Airport information, likely to be an Airport District ARFF logo.
4. It requires the Engine to be located permanently at Station 96 on the Airport.
5. Allow the Engine to be used for regular emergency calls.
6. TFPD is responsible for insurance, ongoing maintenance, and general upkeep of the Engine. As part of this partnership, the Fire District will be putting \$150,000 of their own funds into new equipment and supplies for the Truck.
7. The TFPD will provide regular and frequent formalized ARFF training to their fire fighters at TFPDs expense.

While the Engine will respond to regular calls, according to TFPD, it will still spend about 70% of the time at the Airport Station ready to respond to any call.

Along with the equipment provided by TTAD, for the first time TFPD Fire Fighters have received ARFF specific training and is committed to continuing this training on a reoccurring basis. Two Fire Fighters attended Basic ARFF School at the San Bernardino Regional Emergency Training Center (SBRETC) in October.

---

<b>Fiscal Impact</b>	The direct fiscal impact for the ARFF Engine for FY2014 is \$450,000. The District also provided \$5,000 for ARFF specific training. TFPD has allocated \$150,000 to equip the engine. TFPD will also pay the ongoing costs of formalized ARFF training. This is estimated to be \$5,000 per training cycle.
<b>Communication Strategy</b>	As this partnership matures, it will be important to inform the community as appropriate of the partnership and the enhanced safety benefits to both the flying public and to the community around the Airport.
<b>Attachments</b>	ARFF Agreement Rosenbauer Air Wolf ARFF Engine

---

**AGREEMENT REGARDING AIRCRAFT RESCUE  
AND FIREFIGHTING ENGINE**

This Agreement is made between the Truckee Tahoe Airport District, a California Airport District organized and existing pursuant to Health and Safety Code Sections 22001 and following (hereafter "TTAD") and the Truckee Fire Protection District of Nevada County, a California Fire Protection District organized and existing pursuant to California Health and Safety Code Sections 13800 and following (hereafter "TFPD").

The parties agree as follows:

1. This Agreement was drafted by Brent P. Collinson, Attorney at Law. He is general counsel for both TTAD and TFPD. This Agreement reflects the agreement of the parties, reached by the staff of each District without the involvement of Brent P. Collinson. Brent P. Collinson is drafting this document only as a scrivener. Each District has been provided the names of independent legal counsel to assist them in the negotiation, drafting and review of this Agreement and each District has independently decided to proceed without the benefit of independent legal counsel and acknowledges that Brent P. Collinson has not and will not provide legal advice to either of the Districts regarding this matter.

Initial \_\_\_\_\_ Initial \_\_\_\_\_

2. The general purpose of this Agreement is to provide additional protection to the aircraft owners, operators, and passengers at the Truckee Tahoe Airport in particular, and in general the residents, visitors, and property owners in the Truckee-North Tahoe area by TTAD purchasing an aircraft rescue and firefighting engine (hereafter "ARFF") for use and maintenance by TFPD. In order to achieve this mutual benefit, the following procedures, rights, responsibilities and duties are hereby agreed to.

3. TFPD shall locate an appropriate manufacturer for the ARFF engine and advise TTAD in writing of the specifications of the ARFF engine and the purchase price. If TTAD agrees with the specifications and price for the engine, it shall approve, in writing, for TFPD to proceed with the purchase of the engine, which shall be carried out pursuant to TFPD's purchasing policy.

4. TTAD shall be responsible for making timely progress and final payments for the acquisition of the ARFF engine, including all taxes up to and not to exceed \$450,000. In no event shall TTAD be obligated to use, or actually use, airport revenues (as defined and interpreted by the Federal Aviation Administration) to meet any of its obligations under this Agreement. TFPD shall be responsible to provide all equipment and supplies necessary to properly stock the ARFF engine, which shall include equipment normally provided on a Type 1 fire engine and any additional equipment normally provided to properly achieve the ARFF mission. TFPD shall take title to the ARFF engine from the manufacturer and hold title at all times during the duration of this contract; TTAD shall at no time be the registered owner of the ARFF engine. TFPD shall pay the fees of Brent P. Collinson as the scrivener of this document.

5. Title to the truck shall at all times be held by TFPD except upon breach of the Agreement. TFPD shall also operate and maintain the ARFF engine and be responsible for all repair and maintenance on the ARFF engine regardless of the amount or cost of the repairs. TFPD agrees that the ARFF engine will receive maintenance similar to the other vehicles in the TFPD fleet. The ARFF engine shall be painted so as to generally match the paint and identification scheme of other TFPD fire engines; however, TTAD may place their logo and appropriate wording on the vehicle identifying TTAD's contribution for the ARFF engine. Said logo and wording shall be determined by TTAD. TFPD may reject the proposed wording and logo solely on the basis that it unreasonably interferes with the operation or identification of the ARFF engine or violates any law or regulation.

6. a. TFPD shall obtain and maintain vehicle insurance similar to the other vehicles owned by TFPD. At a minimum, said insurance shall provide liability and collision insurance.

b. TFPD shall also provide formal periodic training to its firefighters regarding the use of the ARFF engine and general ARFF training standards appropriate to the Truckee Tahoe Airport no less than annually at TFPD's sole cost and expense. Formal ARFF training may include programs developed by TFPD's staff trained at ARFF schools and academies such as the San Bernardino Regional Emergency Training center or other similar schools. TFPD will provide training at certified ARFF training schools no less than once every 3 years to employees responsible for Department ARFF training.

c. TFPD will provide an annually report and update to TTAD regarding ARFF readiness, Engine and equipment status, and annual ARFF training activities and programs.

7. TFPD shall indemnify and hold TTAD, each of its officers, directors, employees, agents, invitees, and contractors of TTAD, and each of the heirs, successors, and assigns of such parties against and shall hold such indemnified parties harmless from any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever, whether based on negligence or strict liability, including but not limited to, court costs, reasonable attorneys' fees, and expenses, whether incurred at the trial, appellate or administrative level, or in connection with any required arbitration which any of such indemnified parties may suffer or incur, or to which any of such indemnified parties may be subjected, as a result of or arising out of this Agreement. Such indemnification, however, is subject to TTAD and any other indemnified parties claiming the right to be indemnified providing written notice to TFPD of any such claim for damages for which this indemnification provision applies, within fifteen (15) days of the party claiming indemnification rights, receiving notice of such claim.

8. The ARFF engine will be housed at TFPD's airport station 96 located on Truckee Airport Road.

9. The ARFF engine may be utilized as part of TFPD's system that requires it to frequently respond to and provide coverage to all areas not only within the Truckee

Fire Protection District, but as part of a regional mutual aid system that responds to a larger geographical area outside of TFPD's boundaries.

10. Both Districts recognize that although the engine shall be housed at Station 96, it may not be available to immediately respond to an Airport incident if:
  - a. The ARFF engine is on another emergency call or station coverage;
  - b. The station is unstaffed because the personnel are on a medical, hazardous materials or some other call not requiring the ARFF engine;
  - c. The crew is out of the station for training;
  - d. The ARFF engine is out of service for routine or unplanned maintenance; or
  - e. The engine is located at another station due to damage or maintenance to Station 96 that prevents the ARFF engine from being housed there.
  - f. Station 96 is temporarily "browned out" (temporarily unstaffed) due to lack of staffing as a result of responding to a major fire or emergency (not due to lack of TFPD funding) as long as that brown out does not exceed 7 consecutive days duration.

11. a. It is also recognized that the ARFF engine may not be immediately available for use if Station 96 is browned out due to staffing levels. However, TFPD warrants that for five (5) years after delivery of the ARFF engine, that station shall not be browned out except for a temporary brown out as described in section 10 f, above. Additionally, TFPD warrants that, if at any time during the duration of this Agreement, the station is browned out (after the initial five (5) years of this Agreement), the ARFF engine shall continue to be housed at Station 96, subject to the exceptions set forth in Sections 10 a through e, above, so that responding crews would be able to respond to that station to access and utilize that engine in the event of an Airport emergency.

b. If after the 5 year term described above the station is browned out for more than 1 year, TTAD, at its sole discretion, may elect to have ownership of the ARFF engine transferred to the Airport District, less any TFPD equipment and supplies as described in section 4.

12. It is also agreed that the ARFF engine will be available for use by the Airport for various community events if the ARFF engine is reasonably available (not needed for firefighting or other emergency response or critical standby for any such event, such as, but not limited to, a "Red Flag" Day). TTAD shall provide TFPD at least 30 days advance notice of such community event. Unless there is a specific and existing need for the AARF engine to be on a call, the ARFF engine shall be on display and available for incident response at TTAD for the annual Air Fair and Family Festival (typically the first or second week of July) or other Airport events which require ARFF

response for the duration of this Agreement. Any such delivery, standby or use of the ARFF engine and services to these events shall be without charge to TTAD.

13. This Agreement shall remain in force for a period of fifteen (15) years commencing from the date of delivery of the ARFF engine to TFPD.

14. In the event of an alleged breach of this Agreement by either party, the party claiming the breach shall have all remedies available to it, whether in law or in equity; provided, however, in the event of any claimed breach, the party claiming the breach shall give at least ten (10) days written notice to the alleged breaching party identifying the claimed breach and the alleged breaching party shall have those ten (10) days to cure such alleged breach or, if unable to be cured within ten (10) days, shall diligently proceed with curing the alleged breach. If the alleged breach is non-curable, or not resolved to the satisfaction of either party, the parties shall meet and confer prior to commencing any litigation to address the alleged breach within twenty (20) days of the written notice. If the alleged breaching party fails to participate in that meet and confer process within twenty (20) days, then the party alleging the breach may proceed with commencing any action.

15. Notices shall be deemed delivered when personally delivered or two (2) days after being mailed by first class mail, postage pre-paid, and addressed to:

TFPD  
P.O. Box 2768  
Truckee, CA 96160

TTAD  
10356 Truckee Airport Road  
Truckee, CA 96161

Either party may change their address for receiving notices by giving written notice to the other party.

16. In the event of any litigation or arbitration between the Districts, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, as determined by the Court or arbitrator.

17. As noted above, this Agreement is the product of the mutual negotiations of both Districts and was drafted by a neutral scrivener. Accordingly, this document shall be interpreted neutrally and fairly and not construed in favor of or against either party.

18. Each person signing this Agreement represents that they have the authority of their respective District to enter into this Agreement. Each District further agrees that it will execute and deliver any documents reasonably necessary to carry out the provisions of this Agreement.

19. A. This Agreement represents the entire agreement of the parties and supersedes any prior written or verbal agreements or communications of the parties. This Agreement may be altered, amended, modified, revoked or terminated only by an instrument in writing expressly referring to this Agreement and signed on behalf of both

of the Districts, and by no other means. Each District waives the right to claim, contend or assert that this Agreement was modified, superseded or changed by oral agreement, course of conduct or estoppel.

B. TTAD represents that this Agreement is not inconsistent with federal requirements imposed on TTAD as the sponsor of the Truckee-Tahoe Airport. Should the Federal Aviation Administration adopt rules, policies or binding guidelines or should federal law change in a manner that would place TTAD in violation of its grant assurance obligations, FAA regulations or federal law, as a result of compliance with this Agreement, the parties agree to meet and confer and to make good faith efforts to reform this Agreement to ensure its compliance with applicable law or requirements.

DATED: \_\_\_\_\_  
TRUCKEE TAHOE AIRPORT  
DISTRICT

DATED: \_\_\_\_\_  
TRUCKEE FIRE PROTECTION  
DISTRICT

\_\_\_\_\_  
By: \_\_\_\_\_, its President

\_\_\_\_\_  
By: \_\_\_\_\_, its  
\_\_\_\_\_





