LETTER OF AGREEMENT BETWEEN INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF), LOCAL 1908 AND CLARK COUNTY, NEVADA

This Letter of Agreement ("LOA") is entered into by Clark County ("County") on behalf of Clark County Fire Department ("CCFD") and the International Association of Fire Fighters, Local 1908 ("UNION"). Each of the above parties is a "party" and collectively may be referred to as "parties" to this LOA.

1. Purpose

The purpose of this LOA is to outline the personal protective equipment ("PPE"), employee safety considerations and training associated with CCFD's participation in the FORMULA ONE ("F1") Race and practice sessions scheduled for November 16-18, 2023 ("F1 Event").

2. Term

This LOA shall be valid through November 20th, 2023.

3. Workers Compensation

CCFD personnel working F1 events including, but not limited to F1 practice sessions and/or races are considered employees of the County as defined by NRS 616 and shall have workers compensation coverage consistent with State law and the parties' collective bargaining agreement.

4. Personal Protective Equipment

The parties agree that the PPE needs of the F1 Event are unique. The County shall provide to the employees that may be selected to staff the F1 Event the technical and performance specifications for any and all PPE and equipment that may be used by CCFD personnel to include, but not limited to, fire retardant suits, helmets, gloves, extinguishing agents, and vehicles.

The parties agree that the usage of any non-NFPA compliant or approved PPE for this event does not constitute an agreement that the PPE unique to the F1 Event may be used at any other time, for any other reason.

The parties acknowledge that outside of the express language of this LOA, the existing collective bargaining and Rules and Regulations shall remain in full force and effect.

5. Training

The parties agree the there are two types of training that will be provided by CCFD. Level One training shall be completed by all CCFD personnel department members assigned to the F1 event prior to November 1, 2023. Level Two training shall be provided to any and all personnel who may staff any of the following positions: Fast Intervention Vehicle (FIV), Medical

Intervention Vehicle (MIV), PIT Firefighter and PIT Boss. Level Two training will be provided to those personnel. who have been chosen to fill the FIV, MIV, PIT FF and PIT Boss positions.

6. Staffing

Due to the deviation from CCFD Rule and Regulation 2.32 Telestaff, e-mail communications shall be deemed sufficient. An e-mail shall be sent out to personnel requesting volunteers to work the FIV, MIV, PIT FF and PIT Boss positions. This e-mail shall be sent out no later than **November 1st, 2023 for the above referenced positions that will be filled in Telestaff on November 6th, 2023**. The parties agree that preference will be given to CCFD personnel who are on "A" platoon and those who are willing to work all three days of the F1 Event.

7. Vacation

The parties agree that if the Fire Chief, or their designee, cancels vacation, or limits the total number of vacation spots available, on any day between November 15-19, 2023 (inclusive), they shall add those spots, from the battalion(s) and platoon(s) affected, to later dates mutually agreed upon by the Fire Chief and Union President, excluding December 23rd – January 1st and July 3rd – July 4th. All battalion spots affected shall be restored prior to November 1, 2024.

8. Overtime

Clark County is being reimbursed for overtime costs associated with F1 events at the current hourly rates and therefore parties agree that CCFD personnel volunteering for this event shall be paid at the appropriate hourly rates.

9. **96-Hour Shifts**

The County agrees that it will not violate the 99-hour rule as outlined in the parties Rank and File CBA, Article 39, Section 2.

10. Modifications

Any amendment or modification of this LOA must conform to law and must be in writing and signed by an authorized representative of both parties.

CLARK COUNTY

Kevin Schiller, County Manager on behalf of Clark County

UNION

Patrick Rafter, President on behalf of IAFF, Local 1908