

AGREEMENT FOR MUTUAL AID IN FIRE EMERGENCY SERVICES (US)

This Mutual Aid Agreement (the "Agreement"), is made and entered into this ___ day of _____ 2023, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of the 99th Air Base Wing, Nellis Air Force Base, Nevada on behalf of the Nellis Fire and Emergency Services Flight (the 99th CES/CEF) pursuant to the authority of 42 U.S.C. 1856a and Clark County, Nevada on behalf of the Clark County Fire Department (the CCFD). Together the Air Force and Clark County Fire Department are hereinafter referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personnel services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the 99 CES/CEF by a representative of the CCFD, fire protection equipment and personnel of the 99 CES/CEF will be dispatched to any point within the area for which the CCFD normally provides fire protection services as designated by the representatives of the CCFD.
- d. On request to a representative of the CCFD by a representative of the 99 CES/CEF fire protection equipment and personnel of the CCFD will be dispatched to any point within the area for which the 99 CES/CEF normally provides fire protection services as designated by the representatives of the 99 CES/CEF.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to the site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the CCFD normally provides fire protection services, the chief of the 99 CES/CEF fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for 99 CES/CEF to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.

g. 1. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the *Federal Fire Prevention and Control Act of 1974* (15 U.S.C. § 221 0) and Federal regulation issued there under (44 CFR Part 151), the 99 CES/CEF is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law in accordance with each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs

(defined as additional fire-fighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with *National Fire Protection Association Standard 1561*.

i. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

j. All equipment used by CCFD in carrying out this Agreement will, at the time of action hereunder, be owned by CCFD; and all personnel employed by CCFD under this Agreement will, at the time of such action, be an employee or volunteer member of the CCFD.

k. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

l. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel. It is the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

m. Disputes.

Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

n. Alternative Dispute Resolution.

1. If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations, and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.

2. By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures IAW 5 United States Code, § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 United States Code, § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. The Parties shall enter into a master written

alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil.)

3. A Party's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment.

o. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

99th Air Base Wing
c/o Commander
4430 Grissom Ave. Suite 101
Nellis AFB, NV 89191-6520

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr. Suite I
Tyndall AFB, FL 32403-5319

And:

Nellis Air Force Base
99 CES/CEF Fire and Emergency Services Flight
c/o Fire Chief
4167 Tyndall Ave.
Nellis AFB, NV 89191-6070

For Clark County Nevada

Clark County Fire Department c/o Fire Chief
575 E. Flamingo Rd Las Vegas, NV 89119

TERMS OF THE AGREEMENT

p. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from that date (the "Term") and automatically renews for an additional five year period with the right to renew for additional two five year terms not to exceed a total of 20 years. Either Party may unilaterally terminate this Agreement for convenience during the Term or renewal period by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

q. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

r. This Agreement may not be amended or modified in any manner except by a written document signed by both parties that expressly amends this Agreement.

s. This Agreement may be executed in one or more counterparts, each of which will be deemed an original. A facsimile or email copy of a signature shall have the same legal effect as an originally drawn signature.

t. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require. All references in this Agreement to the Sections, and Subsections, shall be limited to that specific Section or Subsection unless otherwise specified.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

JAMES B. GIBSON Date
Chair

JOSHUA D. DEMOTTS Date
Colonel, USAF
Commander, 99th Air Base Wing

ATTEST:

LYNN MARIE GOYA
County Clerk

Approved as to Form:

TIM BALDWIN
Deputy District Attorney

7/25/23
Date