

MUTUAL AID AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of January, **2021**, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, (hereinafter referred to as “Clark County”) and the FORT MOJAVE MESA FIRE DISTRICT, a political subdivision of the State of Arizona (hereinafter referred to as “Fort Mojave Mesa”).

W I T N E S S E T H:

WHEREAS, the parties to this Agreement provide fire protection, rescue services and training within their respective territorial limits; and

WHEREAS, it is to the mutual advantage and benefit of the parties to this Agreement to render supplemental fire protection, rescue and emergency services assistance to each other in the event of a fire or other local emergency which is, or is likely to be, beyond the control of services, personnel, equipment and facilities of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is to the mutual advantage and benefit of the parties to this Agreement to provide and share training opportunities; and

WHEREAS, NRS 277 authorizes Clark County to enter into cooperative agreements for the performance of governmental functions; and

WHEREAS, A.R.S. 11-952 and A.R.S. 48-805(B)(16)(a) authorize Fort Mohave Mesa to enter into cooperative agreements with other governmental entities, including governmental entities of other states, for technical and cooperative services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants, the parties agree as follows:

SECTION ONE

Services

Clark County and Fort Mojave Mesa hereby agree that upon the request of either party, and if available, the other party shall provide and dispatch fire protection, rescue services or other emergency assistance simultaneously at the scene of a fire or other emergency occurring within the territorial limits of the requesting party.

The parties agree that if available, the personnel, equipment and appropriate units of each party’s respective fire departments shall be utilized at the scene of a fire or other emergency occurring within the territorial limits of the requesting party.

The parties may join, share and/or participate in training opportunities at the sole discretion of the party providing the training.

SECTION TWO

Officers-In-Charge

Fire Chiefs shall designate officers-in-charge who shall have the authority to request aid from the other party. Clark County and Fort Mojave Mesa agree that details concerning the methods of requesting assistance and such other planning as may be necessary to effectuate the purpose of this Agreement may be covered by written supplementary agreements, but do not affect fiscal responsibility or change this Agreement with respect to public liability.

SECTION THREE

Authority

The personnel of each party dispatched pursuant hereto shall operate under the control and at the direction of their own supervisors. The equipment and/or facilities dispatched pursuant to this Agreement will insofar as possible be operated by the personnel of the party furnishing the equipment and/or facilities. The overall command of personnel and equipment engaged in responding to a particular fire or emergency shall be retained by the appropriate officers of the party's respective Fire Department which received or requested the assistance.

SECTION FOUR

Compensation

The party furnishing aid pursuant to this Agreement shall not be entitled to compensation for services received by the requesting party. It is understood and agreed by the parties that the respective covenants contained in this Agreement shall constitute consideration for such services.

SECTION FIVE

Obligations

The parties mutually understand and agree that this Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate fire, rescue and emergency protection within its own jurisdictional boundaries and may refuse to provide aid if resources are not available.

SECTION SIX

Indemnification

Clark County and Fort Mojave Mesa mutually understand and agree that any party which requests or receives assistance in accordance with this Agreement shall:

- (A) Not be contractually required to indemnify any party furnishing aid as to any liability or damage imposed by law by reason of the acts or omissions of an employee of the party furnishing aid which occurred while rendering services pursuant to this Agreement; and
- (B) Be responsible for the acts or omissions of the employees of the party furnishing aid only to the extent that such acts or omissions were performed or not performed at the scene of a fire or emergency and were performed or not performed at the specific direction of an officer or employee of the requesting party.
- (C) Not waive any defenses or protections provided by law.

SECTION SEVEN

No Third Party Rights

This Agreement shall not be construed as, nor deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

SECTION EIGHT

Purpose

Any services performed or expenditure made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party furnishing the assistance and for the direct benefit of all the inhabitants and citizens of Clark County and Fort Mojave Mesa.

SECTION NINE

Term

This Agreement shall commence as of the date first above mentioned and shall continue in force and effect until either party gives written notice at least thirty (30) days prior to the effective date of such termination. Upon such expiration or termination, all rights and interests enjoyed by this Agreement pursuant to the terms of this Agreement shall likewise expire and terminate.

SECTION TEN

Notices

Any notice, request or demand which may be, or is required to be given under this Agreement shall be delivered in person or shall be sent by certified mail, postage prepaid and return receipt requested, to such party at the address designated by either party by written notice thereof to the other:

CLARK COUNTY FIRE DEPARTMENT
FIRE CHIEF
500 S. Grand Central Parkway
Las Vegas, Nevada 89155-2215

FORT MOJAVE MESA FIRE DISTRICT
FIRE CHIEF
2230 Joy Lane
Fort Mohave, Arizona 86426

SECTION ELEVEN

Partial Invalidity

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any other portion of any section of this Agreement.

SECTION TWELVE

Integration

The drafting, execution and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.

SECTION THIRTEEN

Modification

This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

SECTION 14

Workers' Compensation

The parties agree that it is the responsibility of each party to ensure that its employees are covered by workers' compensation insurance as required pursuant to the laws of their respective state jurisdiction. Pursuant to A.R.S. § 23-1022(D), "An employee of a public agency, as Mutual Aid Agreement CCFD and Fort Mojave Mesa

defined in A.R.S. section 11-951, who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies as provided in section A.R.S. 11-952 is deemed to be an employee of both public agencies for the purposes of this section. The primary employer shall be solely liable for the payment of workers' compensation benefits for the purposes of this section." Fort Mohave Mesa agrees to comply with the employee notice requirements imposed by A.R.S. § 23-1022(E), or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly.

SECTION 15

No Joint Venture or Partnership

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between the parties.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the date and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
Lynn Maria Goya
County Clerk

By: _____
Marilyn Kirkpatrick, Chair

APPROVED AS TO FORM:

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: Lisa Rossini
Deputy District Attorney

ATTEST:

By: [Signature]
Clerk of the Board

FORT MOJAVE MESA FIRE DISTRICT

By: [Signature]
Chairman of the Board

APPROVED AS TO FORM:

By: [Signature]
Fire District Attorney