

**MUTUAL AID AGREEMENT
BETWEEN
MOAPA BAND OF PAIUTE INDIANS
AND THE
MOAPA VALLEY FIRE PROTECTION DISTRICT**

This Agreement is made and entered into this ____ day of _____, 2022, by and between **THE MOAPA BAND OF PAIUTE INDIANS**, a sovereign nation, hereinafter referred to as (Moapa) and the **MOAPA VALLEY FIRE PROTECTION DISTRICT**, a political subdivision of the State of Nevada, hereinafter referred to as (District).

WHEREAS, Moapa and the District are governmental entities, and may hereafter be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties are responsible for providing fire, rescue and Emergency Medical Services, hereinafter referred to as EMS, to the residents and visitors within their respective jurisdictional boundaries; and

WHEREAS, it is to the mutual advantage and benefit of the Parties to this Agreement to render supplemental fire protection and rescue services to each other in the event of a local emergency which is or is likely to be, beyond the control of the services, personnel, equipment, and facilities of the entity having jurisdiction over the area in which the emergency occurs and which requires the services of the other entity; and

WHEREAS, NRS 277.180 authorizes any two or more public agencies to contract with any one or more other public agency to perform any governmental service, activity or undertaking the Parties are authorized by law to perform; and

WHEREAS, The Tribe’s Business Council authorizes Moapa to contract with any neighboring local agency for the furnishing of fire protection services to such other local agency; and

WHEREAS, it is the intent of the Parties hereto to provide Mutual Aid in the form of fire, rescue and EMS, if available.

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

A. Moapa will provide the District with access to the Arrow Canyon repeater site and VHF radio frequency numbers, in order to provide enhanced radio coverage along the I-15 northbound corridor.

B. District will provide Mutual Aid to Moapa utilizing the nearest available fire investigation, fire suppression and/or rescue units and manpower to be utilized when needed and when available, at the scene of an emergency occurring within the established jurisdiction of Moapa.

C. District emergency units shall be provided and dispatched if available, to fires and emergencies closest to their respective stations or in accordance with established dispatch protocols.

D. Upon request of Moapa, District will provide assistance with preparation and deployments for large events, including but not limited to concerts, festivals and other events where large numbers of the public attend.

E. The District shall be compensated the amount of \$50,000 annually for services rendered to the requesting agency as part of this agreement. Payment shall be made within thirty (30) days from execution of agreement. Officers of each of the Parties designated as officer-in-charge by their respective Departments shall have the authority to request additional assistance hereunder and each of the Parties hereto shall notify the others of such assistance. Details as to methods of requesting assistance, and such other planning as may be necessary to effectuate the purpose of this Agreement, may be covered by supplementary Memorandums of Understanding between the Parties.

F. The personnel furnished will work insofar as possible under their own supervisors, and the equipment furnished will insofar as possible be operated by the personnel of the agency furnishing the equipment. The overall command of the forces engaged in controlling an incident or event in an emergency or planned situation shall be a unified command when necessary. The requesting agency will provide support within the unified command structure as necessary. The Parties will develop communication plans as needed based on the size and complexity of the emergency or planned event.

G. It is mutually understood and agreed that this Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate fire and rescue protection within their own areas. Response to calls in other jurisdictions shall be at the sole discretion of the responding jurisdiction and shall be based up the operational needs of the party's own jurisdiction.

H. The District will make good faith efforts to respond to Moapa for emergency calls, however, failure to respond shall not create any liability on the part of the District. During prescheduled events, the Parties shall provide the requested coverage unless a critical/large scale event occurs necessitating response within the Party's own jurisdiction. Such events may include but are not limited to acts of God, terrorism attacks, hazardous exposures, and mass casualties.

I. Each party shall be liable only for its own acts or omissions, related to performance of obligations under this Agreement. There shall be no contractual right of indemnification originating out of this Agreement. It is mutually understood and agreed that the party requesting assistance is not required to indemnify the party furnishing assistance as to any liability or damage imposed by law upon the assisting party by reason of an act or omission of its employee occurring in the performance of the service. The requesting party shall be responsible only for the acts of the employees of the responding party performed at the scene of the emergency and performed at the specific direction of an employee of the requesting party. The parties reserve

the right to assert any and all defenses, immunities and limitations as set forth in NRS Chapter 41 and/or applicable law.

J. The Parties represent that they are insured for all exposure including bodily injury and property damage. The Parties agree to provide proof of insurance upon demand.

K. The Parties agree that Nevada law and federal laws shall govern the interpretation, enforcement and resolution of disputes concerning the performance or non-performance of this Agreement.

L. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right to action hereunder for any cause whatsoever.

M. Nothing within this Agreement shall be construed as or deemed to create an employer/employee relationship when acting on behalf of the requesting party.

N. Any services performed or expenditures made in connection with the furnishing of assistance shall be presumed to be for the direct benefit of all the inhabitants and citizens of the County and the sovereign nation.

O. Any assignment of this Agreement made without the written consent of both parties shall be null and void.

P. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency, tribal or political subdivision to which sovereign immunity may be applicable.

Q. All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

Moapa Valley Fire Protection District
Stephen Neel, Fire Chief
PO Box 578
Logandale, NV 89119

The Moapa Band of Paiute Indians
Laura Parry, Chairwoman
1 Lincoln Street
Moapa, Nevada, 89025

R. This Agreement shall become effective when approved or executed by the governing boards. It shall remain operative and effective for four (4) years with a maximum option of up to two 1-year extensions upon written request. This Agreement may be terminated by either party at any time for convenience upon the giving of written notice to the other party at least thirty (30) days prior to the date of termination.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties herein.

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MOAPA VALLEY FIRE PROTECTION
DISTRICT, a political subdivision of the
State of Nevada

MOAPA BAND OF PAIUTE INDIANS

By: _____
James Gibson, Chair
Board of Fire Commissioners

By:  _____
Laura Parry, Chairwoman
Moapa Band of Paiute Indians

ATTEST:
PROTECTION DISTRICT

By: _____