

**AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ADMINISTRATIVE  
SUPPORT SERVICES BETWEEN CLARK COUNTY AND MOAPA VALLEY FIRE  
PROTECTION DISTRICT**

This Amended and Restated Interlocal Agreement (“Agreement”) is made and entered into pursuant to the provisions of NRS 277.180 by and between Clark County, through the Clark County Fire Department (“County”) and the Moapa Valley Fire Protection District (“District”). Each of the above is a “Party” and collectively are “Parties” to this Agreement. This Agreement amends and restates in its entirety that certain Interlocal Agreement dated August 6, 2019.

**WHEREAS**, the District is a political subdivision of the State of Nevada, created pursuant to NRS 474.460 and governed by the Clark County Board of County Commissioners acting as its ex officio Board of Fire Commissioners and the District includes communities in and around Moapa Valley, including the unincorporated towns of Moapa, Logandale, Overton, and areas adjacent to the Moapa Indian Reservation, home to the Moapa Band of Paiutes;

**WHEREAS**, the District is primarily volunteer-based and lacks the staffing and infrastructure to independently manage key administrative and operational functions necessary for fire protection and emergency services;

**WHEREAS**, the County possesses the administrative, technical, and operational resources necessary to support the District’s needs;

**WHEREAS**, the District desires to obtain and the County agrees to provide administrative and operational support services;

**WHEREAS**, the Parties intend for the County to retain operational control of fire suppression and emergency medical services within the District, while the District remains a separate legal entity responsible for certain liabilities and funding through its grants, Consolidated Tax revenues and other miscellaneous revenues;

**WHEREAS**, this Agreement is authorized pursuant to NRS 277.180, which permits interlocal contracts between public agencies for the performance of governmental functions.

**NOW, THEREFORE**, the parties hereto agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to establish the terms under which the County will provide ongoing administrative support, oversight, and operational control of fire suppression and emergency medical services within the District, while the District remains responsible for certain liabilities as set forth herein.

While the District operates as a volunteer agency, the County, through CCFD, shall provide continuing support, coordination, and technical assistance as needed. If the District subsequently demonstrates full compliance with the requirements of NRS 450B and achieves independent

operational readiness to the satisfaction of the County, the Parties may mutually agree to revise CCFD's role accordingly.

## **II. ADMINISTRATIVE SUPPORT SERVICES**

The County shall provide administrative services to the District including, but not limited to: budgeting, payroll, procurement, IT support, personnel administration, records management, EMS billing, equipment maintenance, and training coordination. CCFD may assign personnel, units or other resources as necessary.

Other than the District Fire Chief, any personnel shall be considered employees of Clark County and assigned to the District at the discretion of the Fire Chief of the County ("County Fire Chief").

## **III. OPERATIONAL CONTROL**

The County, through CCFD, shall maintain full operational control over all aspects of fire suppression and EMS services within the District.

Notwithstanding the operational support to be provided by the County to District through this Agreement, discretionary decisions not delegated herein to the County, shall remain the right and responsibility of the District Board of Fire Commissioners.

The County Fire Chief and the District Fire Chief shall meet at least quarterly and provide joint operational updates to the District's Advisory Board. These updates may include information on response trends, resource deployments, training needs, program evaluations (including wildfire/wildland), and any emerging operational issues impacting the District.

The District Fire Chief's responsibilities shall be limited to the coordination and oversight of fire suppression, emergency medical services, and related emergency response activities within the District, under the operational direction of the Clark County Fire Chief.

The District Fire Chief shall not engage in or authorize any programs, initiatives, or activities outside the scope of emergency services, such as community outreach, educational initiatives, public relations, grant-funded programs, or capital development, without the prior written approval of the Clark County Fire Chief.

## **IV. COMMAND STRUCTURE AND OPERATION OVERSIGHT**

The Clark County Fire Chief shall retain full operational authority over all fire suppression, emergency medical services, training, fleet management and maintenance, and wildland response activities within the District. This authority includes the deployment of resources, establishment of command protocols, and assignment of personnel and equipment as necessary to meet public safety needs.

The District's Fire Chief shall remain an employee of the District and subject to the District's employment policies and compensation structure. However, in all matters involving emergency response operations, including but not limited to wildland deployments, rescue unit activation, incident management, and resource coordination, the District's Fire Chief shall report directly to the County Fire Chief and follow County established procedures and directives.

The County Fire Chief shall have the authority to evaluate, direct, and determine all aspects of the District's wildland response program, including staffing levels, resource deployment, training requirements, and readiness standards. This authority shall be exercised in alignment with the County's broader operational policies and in coordination with the District Fire Chief, who shall ensure local implementation of such directives. These determinations are binding and shall be treated as operational orders consistent with the County's control of emergency response functions described in this Agreement.

## **V. RESPONSE ZONE**

Personnel assigned to certain operational roles (e.g., response-ready volunteers or on-call EMS personnel) may be required to maintain a primary residence within the response zone to ensure adequate response times.

## **VI. COSTS**

The District agrees to reimburse the County for all reasonable and necessary expenses incurred by the County in the course of performing its obligations under this Agreement. Reimbursable expenses may include, but are not limited to, personnel time, maintenance, equipment, materials, contracted services, and other direct costs associated with the administrative and operational support functions described therein. Indirect costs may also be charged in accordance with the County's current Cost Allocation Plan described below.

## **VII. DISTRICT FUNDS**

District funds are maintained in a special revenue fund which, by definition, can only be used for the provision of emergency services in the Moapa Valley Fire Protection District service area. The District agrees to abide by all County fiscal policies and standard practices.

Additionally, the County will annually charge the District Fund (2920) for the provision of support and administrative services. The amount charged will be calculated by utilizing the County Cost Allocation Plan model published for the respective budget year to reimburse the County for the indirect costs of administrative services and will be charged at the hourly rate of employees providing direct services. The County will provide the District with itemized invoices detailing costs incurred, and the District shall remit payment within thirty (30) days of receipt.

## **VIII. LIABILITY AND INDEMNIFICATION**

Each party shall be responsible for the acts and omissions of its own officers, employees, and agents. The District shall retain legal responsibility for actions taken by its volunteers.

## **IX. FISCAL AND ADMINISTRATIVE COMPLIANCE**

The District shall comply with all applicable Countywide fiscal, administrative, operational, and ethical policies, procedures, and guidelines, including but not limited to those governing procurement, budgeting, personnel, recordkeeping, and financial reporting.

The District shall also comply with all applicable state and local laws governing ethical conduct by public officers and employees, including those set forth in NRS Chapter 281A.

## **X. TERM AND TERMINATION**

This Agreement shall take effect on the date entered into below and shall remain in force and effect until terminated, which can be done by either governing board, for any reason, with written notice of at least sixty (60) days.

## **XI. MISCELLANEOUS**

a. Governing Law: This agreement is subject to the laws of the State of Nevada. The County and the District agree that throughout the term of this Agreement, each Party will comply with all Nevada state laws and rules, local ordinances, and regulations applicable to the services to be performed.

b. No Third-Party Beneficiaries: This Agreement is for the benefit of the District and the County only. Nothing in this agreement is intended to or shall be construed as for the benefit of any other entity or person, and the contracting entities assume no liability to any third parties.

c. Dispute Resolution: The County and the District agree that any disputes involving the meaning or intent of any clause within this agreement will first be addressed through mutual discussion. If the parties fail to reach an understanding, they may proceed to formal mediation. If either party wishes to begin formal mediation, they must submit a letter stating this intent alongside a comprehensive description of the relevant clauses within the agreement. Nothing in this section precludes either party from pursuing legal alternatives for dispute resolution.

d. Entire Agreement: This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes and replaces the Interlocal Agreement entered into on August 6<sup>th</sup>, 2019. The parties agree that the prior agreement shall be deemed terminated effective upon the execution of this Agreement, and the 60-day written notice requirement of III.(1) in the August 6<sup>th</sup>, 2019 interlocal agreement is hereby waived by mutual consent.

e. Amendments: This Agreement may be amended solely by means of written amendment signed by both governing boards.

f. Notices: All notices required to be given under this Agreement shall be in writing and shall be conveyed by personal delivery (including my any messenger, courier service, overnight delivery service or email transmission with receipt verification), or the United States Postal Service by certified or registered mail, postage prepaid, with return receipt requested, as follows:

For County: Clark County  
ATTN: County Manager's Office  
500 S Grand Central Parkway  
Las Vegas, NV 89155-1510

For District: Moapa Valley Fre Protection District  
Station 73  
22 E. SR 168  
Moapa, NV 89025

g. District Bylaws: The District shall ensure its Advisory Board procedures and bylaws remain consistent with the provisions of this Agreement.

h. Waiver: No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Parties.

i. Order of Precedence: If there is any conflict between this Interlocal and the Moapa Valley Fire Protection District Advisory bylaws, then the Interlocal shall take precedence.

j. Advisory Board Recognition: Notwithstanding Section i above, the Moapa Valley Fire Protection District Advisory Board bylaws govern the internal procedures, membership, and advisory functions of the District Advisory Board. All such bylaws, and any amendments to the bylaws, shall be subject to the approval of the Board of Fire Commissioners.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the day and in the year written below:

ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_ 2025.

MOAPA VALLEY FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Marilyn Kirkpatrick,  
Chair Board of Fire Commissioners

BOARD OF COUNTY COMMISSIONERS, CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
Richard "Tick" Segerblom  
Chair Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
Lynn Marie Goya  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Timothy Baldwin  
Deputy District Attorney