

**MEMORANDUM OF UNDERSTANDING BETWEEN
CLARK COUNTY FIRE DEPARTMENT AND POTOSI PINES CAMP**

This Memorandum of Understanding ("MOU") is made and entered into the date last signed below, by and between Clark County Fire Department ("County") through its Office of Emergency Management & Homeland Security ("OEM") with its headquarters located at 575 E. Flamingo Rd., Las Vegas, Nevada, 89119 and Potosi Pines Camp, located at 10910 Mount Potosi Canyon Road, Las Vegas, Nevada 89161. OEM and Potosi Pines Camp may hereafter be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the County, acting through OEM, operates as a local organization for emergency management in accordance with relevant comprehensive emergency management plans and programs; and

WHEREAS, Potosi Pines Camp, a 160-acre forested area located within the Humboldt-Toiyabe National Forest within the County, privately operates camps, events, and retreats year-round; and

WHEREAS, County requires assistance from Potosi Pines Camp to provide water access from two (2) existing 9000 gallon water tanks in the event of emergency fire suppression.

NOW THEREFORE, in consideration of the foregoing, by signing this MOU each party is evidencing its intent to abide by the terms of the MOU. The Parties agree to make reasonable efforts to comply with the following:

1. PURPOSE

This MOU delineates the Parties respective responsibilities and participation in regard to the use of water for emergency fire suppression in and around the Humboldt-Toiyabe National Forest forested areas.

2. SCOPE

Nothing in this MOU is intended to lessen the responsibility or restrict the authority of County or Potosi Pines Camp to act as provided by law or regulation.

3. THE PARTIES AGREE

A. The Parties Mutually Agree:

1. That all efforts will be made to properly care for water tanks and to prevent damage to this Area. If any damage should occur to the water tanks, the Party responsible will cover costs associated with the tank restoration.
2. That each Party shall bear and be responsible for its own costs and expenses necessary to comply with this MOU.
3. Should the combination to the locks on the water tanks change from 4334 County shall be notified as soon as possible.

B. Potosi Pines Camp Agrees:

1. That in the event of an emergency fire event, access to the on-site water tanks will be given to any responding fire suppression agency providing mutual aid to county.

4. EFFECTIVE AND ENDING DATES

The "Effective Date" of this MOU is the date of the signature of the authorized representative last affixed to this MOU. This MOU shall remain in place unless otherwise terminated as provided in this Section 5 below.

5. TERMINATION

This MOU may be terminated by either Party with or without cause upon 30-calendar days' notice in writing to the other Party unless a lesser time is mutually agreed upon in writing by both Parties.

6. INDEPENDENT ENTITIES

The Parties are associated with each other only for the purposes and to the extent set forth in this MOU. Nothing herein shall create or be construed to create an employer-employee, agency, joint venture, or partnership relationship between the Parties.

7. APPLICABLE LAW

The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Nevada with Clark County as the exclusive venue of any action or proceeding arising out of or in connection hereto.

8. AMENDMENTS OR MODIFICATIONS

Amendments or modifications of the provisions of this MOU shall only be valid when they have been reduced to writing and duly signed by both Parties.

9. INDEMNIFICATION

Neither Party waives any right or defense to indemnification that may exist in law or equity. Each Party shall remain liable for its own negligence in accordance with the general laws of the state of Nevada.

10. INSURANCE

The Parties agree to maintain insurance, as applicable or appropriate for their respective industries, and may be required to provide the other Party with satisfactory evidence of such coverage for their respective entities.

11. NOTICES

All notices permitted or required under this MOU shall be in writing and shall be delivered by personal delivery, overnight delivery, or via U.S. certified mail. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Party, or their designee, at the addresses set out below:

FOR CCFD:

Attn: Asst. Chief Brian O'Neal

Clark County Fire Department (Rural Division)

575 E. Flamingo Rd.

Las Vegas, NV 89119

FOR POTOSI PINES CAMP:

Attn: Jessi Persson

Director

10910 Mount Potosi Canyon Rd.

Las Vegas, NV 89161

12. PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents, including this MOU, and any other documents generated incidental thereto may be subject to the Nevada Public Records Act. Clark County has a duty to disclose records unless a particular record is made confidential by law or a common law balancing of interests.

13. NO PRIVATE RIGHT CREATED

The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in the MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties determining and performing their obligations under this MOU.

14. EXECUTION IN COUNTERPARTS

This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

15. INTERPRETATION

This MOU and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this MOU shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this MOU are used only for convenience and are not intended to affect the interpretation of the provisions of this MOU. This MOU shall be construed

so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

16. SEVERABILITY

If any provision of this MOU or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this MOU and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17. NO ASSIGNMENT

This MOU shall not be assigned, either in whole or in part, by either Party without the express written consent of the other Party, which may be granted or withheld in such Party's sole discretion. Any attempt to assign this MOU in violation of the preceding sentence shall be null and void and shall constitute a default under this MOU.

18. WARRANT OF AUTHORITY

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this MOU on behalf of the Party for whom he or she purports to sign this MOU.

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their undersigned officials as duly authorized.

For Potosi Pines Camp

By: 
JESSI PERSSON, Director

Dated: 4/25/23

**BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA**

By: _____
JAMES B. GIBSON, Chair

ATTEST:

For Clark County Fire Department

By: 
JOHN STEINBECK, Fire Chief

Dated: 4-26-23

LYNN MARIE GOYA, County Clerk

Approved as to Form:


TIM BALDWIN, Deputy District Attorney