

**COOPERATIVE AGREEMENT
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
AND THE PYRAMID LAKE PAIUTE TRIBE FOR
PROVISION OF EMERGENCY RESPONSE TO THE WADSWORTH AREA**

This Cooperative Agreement ("Agreement") is made and entered into ("by and between") the Truckee Meadows Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes ("hereinafter "District") and the Pyramid Lake Paiute Tribe Of Nevada, a sovereign, federally recognized Indian Tribe (hereinafter "the Tribe").

WHEREAS, the District is authorized by NRS 277.180 to enter into interlocal and cooperative agreements with other public agencies for the joint and operative use of fire-fighting resources for the protection of property and the prevention and suppression of fire;

WHEREAS, the Tribe, as a sovereign, federally recognized Indian Tribe, governed by a Tribal Council established pursuant to Article III, section 1 of the Tribe's constitution and the Bylaws of the Pyramid Lake Paiute Tribe, is authorized to and does provide fire protection and medical first response services to its members, and further is authorized to enter into related contracts and agreements with other public agencies;

WHEREAS, the Tribe is responsible for and fully capable of providing structural and wildland fire suppression and emergency medical service response on Tribal reservation lands;

WHEREAS, the District desires to have the Tribe provide assistance for fire suppression and emergency medical response services to the privately owned parcels at the Wadsworth area , and the Tribe is ready, willing and able to do so;

WHEREAS, the District desires to donate to the Tribe, certain rolling stock and use of its Wadsworth Fire Station in the provision of these services;

WHEREAS, the Tribe currently maintains a roster volunteer firefighters in the Wadsworth area, and whereby the Tribe's operation of the District's Wadsworth Fire Station enhances the service level to the Tribe and to the District's residents of the Wadsworth area;

NOW THEREFORE, it is agreed between the parties as follows:

1. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES. On the effective date of this Agreement the Tribe agrees to provide automatic aid assistance to all fire related and emergency medical incidents to the Wadsworth parcels described in Exhibit "A," attached hereto and incorporated herein by this reference. The quality and level of those services shall be consistent with the Tribe's current service standards and at a minimum no less than those standards practiced in the industry under similar circumstances. The parties mutually agree that no patient transport will be provided.

2. **EFFECTIVE DATE AND TERM OF AGREEMENT.** This Agreement is effective upon the date of last signature hereto. The term of this Agreement shall be 3 years and shall be deemed automatically renewed, subject to the review described next, for successive 3 year terms effective on July 1 of the applicable fiscal year, until terminated pursuant to this Agreement. However, the parties agree to report to their respective governing bodies, at least 60 days prior to expiration of the applicable 3 year term, concerning the effectiveness of this Agreement.

3. **COMPENSATION, LEASE AND IN-KIND SERVICES.** In consideration of the Tribe's consent to provide the services described in this Agreement, the parties agree that District will:

A. *Fire Station and Grounds:* District agrees to provide use of the Wadsworth Fire station, including building, grounds and appurtenances thereto for the amount of one dollar per year. District shall maintain insurance and pay for costs of utilities. Tribe shall provide general maintenance and cleaning of the station. The District reserves the right of unrestricted access to the station to inspect and perform repairs.

B. *Training:* District shall provide Tribe semi-annual training on topics requested by the Tribe.

4. **TERMINATION.** This Agreement may be terminated by either party without cause upon delivery to the other party, at least 120 days prior to effective termination, of a written notice of termination.

5. **EMPLOYMENT/VOLUNTEER STATUS.** The Tribe shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship between employees of any of the parties hereto. Except as expressly provided in this Agreement, the Tribe shall be responsible for management of and costs associated with the Tribe's employees and agents.

6. **LIABILITY OF PARTICIPATING AGENCIES.**

A. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, as well as applicable Tribal and federal law, each party hereto agrees to indemnify, hold harmless and defend the other participating agencies, their officers, employees, volunteers and agents from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fee and costs, arising out of any alleged negligent or willful act or omissions of a party, its officers, employees and agents arising out of the performance of this Agreement. Each party may assert all available defenses, including but not limited to the defense of sovereign immunity as appropriate in all cases. The District's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

- B. Each party is responsible for its respective employment or volunteer matters, and the other party shall have no obligations with respect to, the following:
- a. Withholding income taxes, FICA or any other taxes or fees
 - b. Industrial insurance
 - c. Participation in any group insurance plans available to employees
 - d. Participation or contribution by either the employing agency or the participating agencies to the Public Employees Retirement System or any equivalent Tribe or federal system
 - e. Accumulation of vacation leave or sick leave
 - f. Unemployment compensation coverage provided by the participating agencies
- C. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, as well as applicable Tribal and federal law, the parties hereto shall indemnify and hold the other harmless from liability for damages, costs, penalties, liabilities and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. The employing agency's employees, volunteers, agents, or representatives shall not be considered employees, agents or representatives of other participating agencies. Each agency will assert the defense of sovereign immunity as appropriate in all cases. The District's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

7. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties as follows:

To the Tribe: Tribal Chairman
Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, NV 89424

To the District: Truckee Meadows Fire Protection District
Attn: Fire Chief
P.O. Box 11130
Reno, NV 89520

8. **ASSIGNMENT.** Neither party shall assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

9. **ENTIRE AGREEMENT & SEVERABILITY.** This Agreement contains all of the commitments and agreements of the parties on the subject matter of this Agreement. Oral and written commitments not contained herein shall be of no force or effect to alter any term of this Agreement. In the event any one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason be held invalid, illegal, or unenforceable in

any respect, such invalidity illegality, or unenforceability shall not affect any other terms, sentences, paragraphs or provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS THEREOF, the parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on the date next to the signatures.

TRUCKEE MEADOWS FIRE PROTECTION
DISTRICT

PYRAMID LAKE PAUITE TRIBE

Dated this ____day of _____, 2017

Dated this ____day of _____, 2017

By: _____
Marsha Berkbigler, Chair
Board of Fire Commissioners

By: _____
Vinton Hawley, Tribal Chairman
Tribal Council

ATTEST:

ATTEST:
