

Interlocal Agreement for Services during Fire Season

This Interlocal Agreement ("Agreement") is made between Washoe County, a political subdivision of the State of Nevada ("County") and the Truckee Meadows Fire Protection District, a fire district organized pursuant to chapter 474 of the Nevada Revised Statutes ("District"). The parties shall be referred to jointly as "Parties."

WHEREAS, NRS 277.180 authorizes public agencies to contract with each other for the performance of governmental services for each other;

WHEREAS, it is deemed that the services set forth are both necessary in the best interests of the parties;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **EFFECTIVE DATE**: This Agreement shall become effective upon approval of the authorized official of the governing body of each agency.
2. **AGREEMENT TERM**: This Agreement shall be effective upon approval until April 1, 2025, unless sooner terminated by either party as set forth in this Contract.
3. **DISTRICT TO PROVIDE**
 - 1.1 Administrative oversight of County Personnel in the "Incident Qualification System" and the "Interagency Resource Ordering Capability".
 - 1.2 Coordination for resource ordering and mobilization of resources and personnel between the Sierra Front Interagency Dispatch Center, the State of Nevada Department of Emergency Management, the State of Nevada Division of Forestry, and Washoe County.
 - 1.3 Pre-fire season training regarding currency and administrative needs on incident.
 - 1.4 Completion of incident billing requirements.
4. **COUNTY TO PROVIDE**
 - 4.1. Initial and currency training documentation to Truckee Meadows Fire Protection by February 1st annually.
 - 4.2. Member participation in pre-season training events hosted by the District.
 - 4.3. Current personnel rates to TMFPD by June 1 annually.
 - 4.4. Communication regarding expected resource orders and personnel availability through-out the fire season.
 - 4.5. Incident Qualification System update documentation by October 31 annually.

5. **PAYMENT**

The County and District agree that no payment will be required for services provided under this Agreement.

6. **TERMINATION**

This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. Unilateral termination shall not be effective until 15 days after a party has served written notice upon the other party.

Notice shall be provided via email to the County Manager and the Fire Chief.

7. **LIMITED LIABILITY**

The parties will not waive and intend to assert available Nevada Revised Statutes chapter 41 liability limitations in all cases.

8. **INDEMNIFICATION**

a. To the fullest extent of limited liability as set forth in paragraph 8 of this Agreement, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

9. **INDEPENDENT PUBLIC AGENCIES**

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage,

operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations or of the other agency or any other party.

11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12. GOVERNING LAW, VENUE

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the parties' performance hereunder shall be in the Second Judicial District Court of Washoe County

This document may be executed in counterparts.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

WASHOE COUNTY

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By: 
Chair, Washoe County Commission

By: _____
Chair, Board of Fire Commissioners

Date:

Date:

ATTEST:

ATTEST:

Clerk

Clerk

