

**NRS 277.180 INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY AND THE PYRAMID LAKE PAIUTE
TRIBE FOR
PROVISION OF EMERGENCY RESPONSE SERVICES TO THE GERLACH AREA**

This Interlocal Agreement ("Agreement") is made and entered into, by and between, Washoe County, a political subdivision of the State of Nevada (hereinafter "County") and the Pyramid Lake Paiute Tribe of Nevada, a sovereign, federally recognized Indian Tribe (hereinafter "Tribe").

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and,

WHEREAS, the Tribe, as a sovereign, federally recognized Indian tribe, governed by a Tribal Council that was established pursuant to Article III, section 1 of the Constitution and the Bylaws of the Pyramid Lake Paiute Tribe of Nevada, 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; and,

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

WHEREAS, the County desires to have the Tribe provide fire suppression and emergency medical response services to the privately owned parcels in the Gerlach area, and the Tribe is ready, willing and able to do so; and,

WHEREAS, the County desires the Tribe to use its Gerlach Fire Station and living quarters in the provision of these services; and,

WHEREAS, the County who currently has a roster of volunteer firefighters in the Gerlach area, will allow the Tribe to maintain the roster on approval of this agreement, and whereby the Tribe's operation of the County's Gerlach Fire Station will enhance the service levels provided to the Tribe and the residents of the Gerlach and Pyramid Lake 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 all fire and emergency medical related response to incidents in the Gerlach area 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. Gerlach Fire will follow all Pyramid Lake Paiute Tribe and Pyramid Lake Fire Rescue EMS policies, procedures, and protocols. The Tribe will provide the County with a monthly activity report.
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 5 years

and shall be deemed automatically renewed, subject to the review described in Section 4, for successive 2-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 term, concerning the effectiveness of this Agreement.

3. COMPENSATION AND SERVICES. The compensation and services are outlined by responsibility below.

A. Responsibilities of the Pyramid Lake Paiute Tribe

- 1) Provide 2 Firefighters (EMT-A or Paramedic) 24 hours per day, 365 days per year located in Gerlach to perform initial fire and emergency medical services response to incidents in accordance with Pyramid Lake Fire Rescue standard operating guidelines.
- 2) Provide ground ambulance transport or coordinate Care Flight transport as appropriate.
- 3) Coordinate with the Gerlach Volunteer Fire Department for assistance with recruitment and training of new volunteers.
- 4) Retain all revenue from 3rd party billing agency Andres Medical & Fire Recovery USA, ambulance saver subscriptions, and Community Paramedicine services.
- 5) Submit for grant opportunities as appropriate for necessary equipment, supplies, apparatus, fire prevention, training, etc.

B. Responsibilities of Washoe County

- 1) Pay to the Tribe the Total Budget amount each year of the initial term of the agreement as outlined in Exhibit B, attached hereto and incorporated herein by this reference. Payment to be made in 12 equal monthly installments.
- 2) Provide use of the apparatus listed in Exhibit C of this agreement.
- 3) Provide use of the Washoe County owned living quarters at 405 Short Street, Gerlach.
- 4) Provide use of the Fire Station at 420 Cottonwood Street, Gerlach.
- 5) Provide payment of utilities, phones, internet at the Gerlach properties.
- 6) Provide dispatch services through Washoe County Sheriff's Office.
- 7) Provide grant writing assistance for grants submitted for Gerlach Fire.
- 8) Provide GIS services through Washoe County GIS.
- 9) Provide one-time printing costs for updated map books not to exceed \$2,500.00.

4. RENEWAL TERMS. At least 120 days prior to end of either the initial term, or a renewal term, the parties shall begin negotiations regarding compensation to the Tribe for the services it provides. In the event that the parties cannot come to terms on the compensation to the Tribe, this agreement shall automatically terminate with no further notice and the end of the current term.

5. 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.

- a. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this agreement, County will immediately notify Tribe of such occurrence and this agreement shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to County of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

6. 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 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. The Tribe agrees to employ anyone hired as members of Pyramid Lake Fire Rescue EMS. All existing County intermittent staff and volunteer staff of Gerlach Fire Department able to pass a pre-employment background check and drug screen will be allowed to apply for an On-call(intermittent) or Full-Time position with the Tribe. All hiring will be done in accordance with the Pyramid Lake Paiute Tribe Personnel Policies & Procedures.

7. LIABILITY OF PARTICIPATING AGENCIES AND INSURANCE.

- A. To the extent permitted by law, and in accordance with NRS 41.035 to NRS 41.039, and 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 County's obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

If any legal action is filed against the Tribe, the Tribe shall immediately notify County.

- 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:
 1. Withholding income taxes, FICA or any other taxes or fees
 2. Workers' Compensation Benefits
 3. Participation in any group insurance plans available to employees
 4. 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
 5. Accumulation of vacation leave or sick leave

6. Unemployment compensation coverage provided by the participating agencies

C. Washoe County shall keep and maintain insurance for any and all equipment, vehicles and facilities, which it owns and will be used by the Tribe in fulfilling this contract and name the Tribe as an additional insured on each policy so maintained.

8. **INTERPRETATION AND SOVEREIGN IMMUNITY.** Nothing in this agreement shall be construed as a waiver of sovereign immunity, or a consent to jurisdiction, of either party.

9. **USE OF COUNTY VEHICLES, EQUIPMENT AND FACILITIES.** Repairs to vehicles, equipment and facilities resulting from an accident or use by the Tribe, its employees or volunteers shall be reported to the County's Risk Management Division. Washoe County shall keep and maintain insurance to cover all liability and costs associated with the repair to or replacement of vehicles, equipment and facilities involved in an accident, while operated or used by the Tribe.

10. **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 Chairwoman
Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, NV 89424

To the County: Washoe County
Attn: County Manager or Assistant County Manager
1001 E. Ninth Street
Reno, NV 89512

11. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

12. **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.

WASHOE COUNTY PYRAMID LAKE PAIUTE TRIBE

Dated this ____ day of _____, 2022

Dated this ____ day of _____, 2022

By: _____

By: _____

Vaughn Hartung, Chairman
Board of Commissioners

Janet Davis, Chairwoman
Tribal Council

ATTEST:

ATTEST:
