

Assessor's Parcel Number:  N/A

Date:  JANUARY 7, 2016

Recording Requested By:

Name:  LISA OWEN, EFFPD

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



KAREN ELLISON, RECORDER

EMERGENCY SERVICES AGREEMENT #2016.002

(Title of Document)

FILED

NO. 2016.002

2016 JAN -7 AM 10: 52

EMERGENCY SERVICES AGREEMENT  
ENTERED INTO BY AND BETWEEN  
THE WASHOE TRIBE OF NEVADA AND CALIFORNIA  
AND  
EAST FORK FIRE PROTECTION DISTRICT

DOUGLAS COUNTY  
CLERK  
BY [Signature] DEPUTY

WHEREAS, the Washoe Tribe of Nevada and California and its corporate entities (collectively, the "Tribe") are constructing a commercial development (hereinafter "Development") located on Washoe trust lands located within Douglas County, Nevada; and

WHEREAS, the East Fork Fire Protection District (hereinafter "District") is a political subdivision of the State of Nevada, located in and serving the greater Douglas County area; and

WHEREAS, the District provides all hazard emergency responses, including fire protection and advanced emergency medical services to the residents located within the District; and

WHEREAS, the Tribe and the District desire to enter into an agreement regarding the provision of all hazard response services to Tribal lands in order to ensure adequate emergency fire and other services to the Development; and

WHEREAS, Article VI, Section 1(a) of the Constitution and By-Laws of the Tribe authorizes the Tribe to enter into this Agreement; and

WHEREAS, Nevada Revised Statute (NRS) §277.180(1) provides the District with the authority to enter into agreements for the joint and cooperative use of firefighting resources for the protection of property and the prevention and suppression of fire; and

WHEREAS, the Parties desire to set forth the terms and conditions under which assistance is to be provided under this Agreement and its integrated attachments.

NOW THEREFORE, based upon the foregoing recitals that are incorporated by this reference, the Parties do hereby agree as follows:

Section I  
SCOPE OF SERVICES

The District agrees to provide all hazard emergency responses, including fire protection and advanced emergency medical services, on Washoe Tribal lands located within the boundaries of Douglas County and Alpine County pursuant to any interlocal agreements the District may have entered with other entities if the resources and personnel are available to do so (the "Services"). In the event the District responds, the District agrees to provide all labor, supervision, equipment, materials, supplies and all other items necessary to perform the Services required, including all finances and monies required for performance of the obligations of this Emergency Services Agreement and for financing, working capital and all other operating costs of every kind and description, except as otherwise provided herein.

## Section II DESCRIPTION OF SERVICES

1. **Emergency Services.** The Tribe authorizes, pursuant to this Agreement, the District and its personnel and equipment to enter Tribal land and to take and direct emergency action and to provide Services under the following circumstances:

- a. *Structure Fires* – When the District’s aid is requested through Douglas County’s dispatch communication center via telephone or radio (hereinafter referred to as “established communications”) for structure fires within Tribal lands involved in or threatened by fire.
- b. *Emergency Medical and/or Basic Rescue Services* - When a request for the District’s emergency medical and/or basic rescue aid is received through established communications.
- c. *Hazardous Materials* – When the District’s aid is requested through established communications to assist the Tribe in directing emergency operations relating to, and the stabilization of, a hazardous material emergency.
- d. *Wildland Fire* – When the District’s aid is requested through established communications for any wildland fire within the jurisdiction of the Tribe.
- e. *Fire Investigations* - Upon written request from the Tribal Chairperson or the Chairperson’s designee to the East Fork Fire District Chief, to conduct investigations related to the cause of any fire. Notwithstanding the provisions of this paragraph, on-scene District and Tribal personnel may, but are not required to, gather and preserve evidence pertaining to the origin or cause of a fire during the period of emergency action.

2. **Incident Reports.** The Tribal Chairperson or the Chairperson’s designee shall be furnished with a written incident report, excluding any confidential or protected information, on any incident responded to by District under the terms of this Emergency Services Agreement. In the case of a structure fire, the District shall also furnish a cause/origin report if the District’s personnel either conducted or participated in an investigation of the fire’s origin pursuant to Paragraph 1(e) above.

3. **Notification of Events.** The Tribe will notify the District in writing, with a minimum of 48 hours’ notice, of any special event that may be held on Tribal land and for which the District may be called to provide any Services. The Tribe will provide any necessary information in the notification including the location of the event, the anticipated number of participants, the hours of the event, any planned travel restrictions (such as street closures), and any special hazards (open flames, fireworks, etc.).

## Section III COMPENSATION FOR SERVICES PROVIDED

1. **Compensation for Services.** In consideration for the Services performed pursuant to this Agreement, the District shall be compensated for the Services provided according to its rates for those services. The current rate schedule, effective as of May 8, 2015, is

attached hereto as Schedule "A." This rate schedule may periodically be modified by the District Board of Fire Commissioners.

2. **Invoice Requirements.** The District shall keep accurate records of all time expended and expenses incurred in performing any Services hereunder. The District shall submit invoices on a monthly basis for each month that Services are performed to:

Washoe Tribe of Nevada and California  
Attn: Tribal Chairperson  
919 Hwy. 395 North  
Gardnerville, NV 89410

Each invoice shall provide the following information:

- a. Name of the Payee and Payee's address;
- b. Date submitted and time period covered by the invoice;
- c. Dates of Service and a brief description of Services provided on each date, along with the total number of Services provided during the period covered by the invoice.

3. **Payment Provisions.** Upon receipt of each invoice, the Tribe shall promptly review the invoice for accuracy, compliance with this Agreement, and verification of the work reflected therein. The invoices are payable within 30 calendar days of receipt by the Tribe. Payment shall be remitted to:

District Fire Chief  
East Fork Fire Protection District  
1694 County Road  
Minden, NV 89423

4. **Resolution of Payment Disputes.** If the Tribe does not approve any invoice, the Tribe promises and agrees to pay such portion of the invoice that is not disputed and will, within 10 business days of the invoice's due date, meet with the District to resolve any disputed portion of the invoice. If the informal resolution of a billing dispute is unsuccessful, then the parties agree to resolve such dispute in accordance with Section VI(4)(c).

#### Section IV SUPERVISION & REPRESENTATIVES

1. **Supervisory Authority of District.** District shall have the exclusive right to supervise all District employees, officers, and volunteers engaged in the performance of employment or official duties in relation to this Agreement.

2. **Supervisory Authority of Tribe.** Tribe shall have the exclusive right to supervise all Tribal employees, officers, and volunteers engaged in the performance of employment or official duties in relation to this Agreement.

3. **Representatives.** The Parties shall each select one individual who will act as that party's representative in relation to this Agreement. The Parties recognize that the Agreement will not become effective until the governing body (Board of Fire Commissioners or Tribal

Council) of each of the respective parties has approved the Agreement. Changes in representatives, or limitations or expansions of the authority of a representative, may be made from time to time by either party. Notice of any such changes shall be directed to the other party in writing by certified mail, return receipt requested. In the event such notice is not provided, the party that has not been provided such notice may properly assume that no change has taken place with respect to the other party's representative.

## Section V

### LIABILITY, INDEMNIFICATION, & WORKERS' COMPENSATION INSURANCE

1. **Liability & Indemnification.** It is not the intention of this Agreement to affect the legal liability of either the Washoe Tribe or the District by imposing any standard of care other than any standard of care that may be imposed by law. Neither party, its officers, agents or employees, by virtue of this Agreement, assumes any responsibility or liability whatsoever for the actions of the other party, its officers, agents, or employees pursuant to this Agreement. Without the prior written consent of the other party, no party shall have any right or authority to assume or create any obligation binding upon the other party in any respect whatsoever or to represent to any person that the party has any such right or authority. Further:

a. The Tribe agrees to hold harmless, indemnify, and defend the District from any and all losses, liabilities, claims or expenses of any nature to the person or property of another caused by the negligent or intentional acts, errors, or omissions of the Tribe's officers, employees, or agents in connection with any activities performed under this Agreement. Nothing in this Agreement interferes with or alters the applicability of the Federal Tort Claims Act.

b. The District agrees to hold harmless, indemnify, and defend the Tribe from any and all losses, liabilities, claims or expenses of any nature to the person or property of another caused by the negligent or intentional acts, errors, or omissions of the District's officers, employees or agents in connection with any activities performed under this Agreement. Nothing in this Agreement interferes with or alters the applicability or requirements of Chapter 41 of the NRS.

c. 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 notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless the indemnified party nor for any attorneys' fees and costs incurred by the indemnified party if it voluntarily chooses to participate in any legal proceeding with its own legal counsel. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to waive any of the immunities or diminish the sovereignty of the Parties under law.

2. **Third Parties.** Nothing in this Agreement is intended to create nor shall it be interpreted to create or otherwise provide any special duty owed to any particular person or to any third party regardless of where that third party may live or the cause of action asserted by a third party. Further, nothing in this Agreement is intended to create nor shall it be interpreted to create or otherwise provide any interests, rights, or remedies to any third party whatsoever.

3. **Workers' Compensation & Liability Insurance.** Each party shall be responsible for ensuring its officers, employees and agents have workers' compensation coverage in accordance with applicable laws while this Agreement is in effect. Each party shall be responsible for ensuring its officers, employees and agents are covered under each party's respective general liability insurance policy. Either party may, at any time, request proof of such workers' compensation and liability insurance coverage, which shall be promptly provided.

## Section VI GENERAL PROVISIONS

1. **Effective Date & Agreement Term.** This Agreement shall become effective upon the date of the last party to sign this Agreement and shall remain in full force and effect for three years, unless revoked by either party with or without cause, provided that a revocation shall not be effective until thirty (30) days after a party has served written notice of revocation upon the other party.

2. **Breach, Default & Termination.** The failure of either party to perform any obligation of this Agreement shall be deemed a breach. The breach of any of the terms of this Agreement shall constitute a default under this Agreement. If the party in breach does not cure the default within thirty (30) days after notice thereof has been issued by the non-breaching party, the non-breaching party may terminate the Agreement. Notwithstanding the above, either party may at any time, with or without cause, terminate this Agreement upon at least thirty (30) days' written notice. The Tribe shall not be liable for the payment of any Emergency Services performed after the required thirty (30) day notice period has expired.

3. **Limited Liability.** Except as otherwise explicitly provided herein, the Parties do not waive any applicable liability limitations. The District does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties shall not be subject to punitive damages.

4. **Governing Law; Limited Waiver of Immunity, & Jurisdiction.**

a. This Agreement shall be governed by and interpreted in accordance with the laws of the Tribe and the State of Nevada as said laws may variously apply.

b. The Tribe hereby agrees to a limited waiver of its sovereign immunity from suit in favor of the District, but such waiver shall be limited to and effective solely to the extent necessary to allow the interpretation and enforcement, in the District's favor, of the Tribe's obligations under the terms of this Agreement and to do so exclusively by specific performance, declaratory judgment, injunctive relief, and/or damages related to the indemnities, covenants, and agreements provided for in this Agreement.

c. In the event a dispute arises between the parties, the parties promise and agree to first timely meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the parties. If mediation is unsuccessful, litigation may only proceed in accordance with the terms of Section VI(4)(d).

d. Subject to Section VI(4)(b) above, the Parties agree that any action submitted by the Parties regarding any disputes arising from or related to this Agreement shall be submitted exclusively in the courts of the State of Nevada. Attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. However, the parties mutually agree to not seek punitive damages against the other party.

e. The Parties to this Agreement acknowledge that this Agreement is subject to the provisions of Title 1, §1-20-020(c) of the Washoe Tribe Law & Order Code. The Tribe understands and agrees that the Tribal Court shall not have any jurisdiction over claims against Nevada state or local law enforcement officers, Nevada state or local governments, or Nevada state or local officials, arising out of the actions of District personnel taken in accordance with the terms of this Agreement. Any material change to Title 1, §1-20-020(c) of the Washoe Tribe Law & Order Code shall be considered a breach pursuant to Section VI(2) of this Agreement.

5. **Force Majeure.** Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

6. **Public Records.** Pursuant to NRS §239.010, information or documents held by the District may be open to public inspection and copying. The District will have the duty to disclose such documents unless a particular record is made confidential by law or a common law balance of interest.

7. **Confidentiality.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

8. **Severability.** If any provision contained in this Agreement is held to be unenforceable by a Nevada court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

9. **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.

10. **Waivers.** Any failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

11. **Entire Agreement and Amendment.** This Agreement and its integrated attachments constitutes the entire agreement of the Parties and such are 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment

and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto and ratified by the governing boards of the Parties.

**12. Notices.** All notices and communications concerning 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 party at the addresses set forth below:

Tribe: Tribal Chairman  
Washoe Tribe of Nevada & California  
919 Hwy 395 North  
Gardnerville, NV 89610

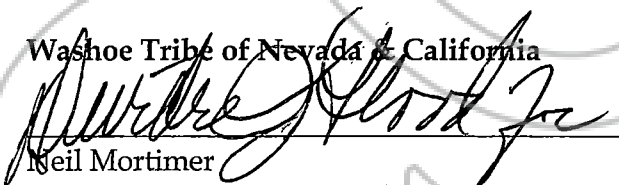
District: District Fire Chief  
East Fork Fire Protection District  
1694 County Road  
Minden, NV 89423

Changes to the respective addresses to which such notices shall be directed may be made from time to time by any party. Notice of any such change in address shall be directed to the other party in writing by certified mail.

**13. Proper Authority.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in this Agreement.

IN WITNESS WHEREOF, on the dates indicated below, the Parties have set their hands with the intent to be bound by the terms and conditions of this Agreement for Emergency Services.

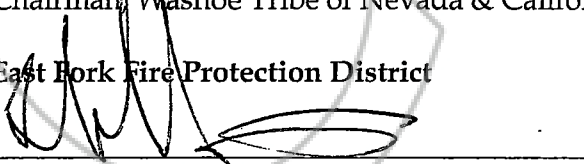
Washoe Tribe of Nevada & California



Neil Mortimer  
Chairman, Washoe Tribe of Nevada & California

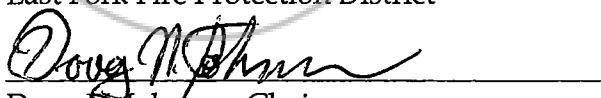
Dated: 11-23-15

East Fork Fire Protection District



Tod F. Carlini, District Fire Chief  
East Fork Fire Protection District

Dated: 11/9/15



Doug N. Johnson, Chairman  
East Fork Board of Fire Commissioners

Dated: 11/5/15



## SCHEDULE "A"

### East Fork Fire Protection District Incident Billing Rate Schedule - Effective May 8, 2015

*Apparatus- Includes assigned personnel.*

ICS Kind/Type	Hourly Rate
Engine, Type 1 or 2	\$410.00 per hour
Engine, Type 3	\$320.00 per hour
Engine, Type 4 through 7	\$156.00 per hour
Water Tender	\$200.00 per hour
Rescue (Ambulance)	\$125.00 per hour
Squad	\$217.36 per hour
Truck	\$332.80 per hour
Haz Mat Unit	\$284.96 per hour
Rehabilitation, GIS or Incident Command Trailer	\$158.40 per hour
Overhead in Vehicle	\$120.00 per hour
Overhead - No Vehicle	\$90.00 per hour

*Support Vehicles*

Gross Vehicle Weight Rating	Hourly Rate
Vehicles under 16,000 GVW	\$0.65 per mile
Vehicles over 16,001 GVW	\$1.05 per mile

*Personnel*

Rank	Hourly Rate (salary plus benefits)
Senior Medical Billing Specialist	\$38.09
Office Administrative Specialist	\$40.23
Senior Office Administrative Specialist	\$43.22
Senior Administrative Specialist	\$49.39
Administrative Analyst	\$53.99
Executive Office Manager	\$44.95
Support Services Worker	\$32.32
Support Services Specialist	\$46.66
Volunteer firefighter	\$12.50
Firefighter	\$44.00
Captain	\$51.03
Inspector	\$51.49
Master Equipment Technician	\$55.45
Investigator	\$72.74
Training/Safety Captain Assignment	\$56.34
Battalion Chief	\$63.76
Deputy Fire Chief	\$74.44
District Fire Chief	\$87.08

*Administrative Charge:* A 16.59% administrative charge is added to all incident billings.

*Inter-Agency Response Costs:* Any costs incurred by East Fork for responses by participating agencies will be reimbursed to East Fork. No Administrative charge will be imposed for East Fork related to these expenses and it is the intent that East Fork will only be reimbursed for the actual expenses East Fork has incurred.

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk/Treasurer's Office on this

24 day of January, 2014

By [Signature] Deputy