

MEMORANDUM OF UNDERSTANDING  
FOR MUTUAL AND AUTOMATIC AID  
INVOLVING FIRE PROTECTION RESPONSE

This Memorandum of Understanding for *Mutual and Automatic Aid Agreement* (herein after referred to as the "MOU") is entered into this 18 day of ~~January~~<sup>February</sup>, 2015 by and between the BUREAU OF INDIAN AFFAIRS, Hopi Agency (herein after referred to as the BIA) and HOPI TRIBE (herein after referred to as the Tribe).

WHEREAS, in the past, the BIA provided a structure fire assistance in extinguishing fires and preserving life and property on the Hopi reservation and such assistance was found to be beneficial to both the Tribe and BIA, and

WHEREAS, the BIA Hopi Agency Superintendent is authorized to enter into this agreement on behalf of the BIA, and

WHEREAS, Chairman of the Hopi Tribe is authorized to enter into this agreement on behalf of the Tribe.

THEREFORE BE IT AGREED THAT the parties mutually agree as follows:

1. Structural fire response will be provided to all structures within the exterior boundaries of the Hopi Reservation.
2. Subject to the availability of personnel and equipment, the BIA will render *Mutual and Automatic Aid* to the Tribe, its inhabitants, visitors, and those engaged in commerce throughout the Hopi Reservation. The BIA will provide *emergency fire and rescue responses* for

preserving life and property until such time the Tribe has established a fire rescue organization with trained tribal personnel and proper firefighting equipment.

3. The development of a Tribal emergency fire response division is a fundamental consideration for this agreement.

4. The following terms are defined as follows:

a. "Mutual Aid" refers to assistance requested by the Tribe on an as-needed basis.

b. "Automatic Aid" refers to assistance which will be dispatched automatically by a responding party within the Hopi Reservation, without a specific Tribal request, as agreed upon and programmed by the respective dispatch centers.

5. Neither party to this agreement shall be entitled to any reimbursement or compensation for any the cost incurred by either party in furnishing *Mutual and Automatic Aid* pursuant to this MOU.

6. The Tribe and BIA waive all claims against the other for compensation for any loss, damage, personal injury, or death, occurring in consequence of the performance of this agreement, unless due to the negligent acts or omissions of the other party.

7. Any service performed in accordance with this agreement by any officer, employee, or volunteer of BIA shall constitute service rendered in the *line of duty* in such office, employment or volunteer service.

8. The Tribe agrees to use its best efforts to protect BIA equipment and personnel furnished pursuant to this agreement. In the event such protection is deemed inadequate by the BIA Fire Personnel, the BIA may refuse to provide equipment or personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.

9. *Mutual and Automatic Aid* responses will be made by BIA personnel and equipment when available in accordance with Bureau policy. The BIA will make its best efforts to make its personnel and equipment available to render such aid. The Bureau policies shall be reviewed for modification on a yearly basis.

10. During all responses, both parties agree to follow the Nationally Incident Management System standards. Each party will follow the requesting party's procedures to ensure that the incident chain-of-command is maintained. Notwithstanding any provision to the contrary herein, the officer in charge of the responding organization may seek to withdraw at any time if he deems circumstances are such that his personnel or equipment are subjected to unnecessary risk and danger, or when his personnel or equipment are asked to return to their own jurisdiction.

11. Any dispatch of equipment and personnel providing Mutual and Automatic Aid pursuant to this agreement is subject to the following conditions:

- a. A request for Aid by the Tribe shall be by an identified official or empowered officer of the Tribe. The amount of personnel and equipment furnished, if any, shall be determined by a representative of the BIA.
- b. The responding organization shall report to the officer in charge at the location to which the equipment and personnel are dispatched. Thereafter, orders shall follow under a unified command structure.
- c. A responding organization shall be released when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

- d. Upon release from the incident, the officer in charge from the responding organization will properly document their role in regards to the incident and forward the documentation to the requesting party in a timely manner.
12. Each party will be solely responsible for liability arising from personnel injury or damage to personal property occasioned by its own employees or agents.
13. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, workers compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other party for their participation under this Agreement. Neither party has any express or implied authority to assume or create an obligation on behalf of, or in the name of, the other party.
14. Term. This agreement is effective upon the date of the last party signing and continue in force for a period of five (5) years. Thereafter, the agreement may be terminated upon ninety (90) days written notice to the other party.
15. This agreement supersedes all previous contracts and understandings between BIA and the Tribe for *Mutual and Automatic Aid in Fire Protection* and may not be amended except by a written instrument executed by both parties.
16. Any request for services or other actions not specifically covered under this Agreement must be in writing and signed by their respective authorized officer.
17. The Tribe and BIA may establish a joint operating and procedural guidelines to assist in implementing this *Mutual and Automatic Aid* Agreement. Changes to these operating and procedural guidelines shall be effective when accepted in writing by both Tribe and BIA.

18. Selected Tribal personnel may participate in BIA fire emergency and rescue training.

The training cost for Tribal personnel may be the responsibility of the Tribe.

19. Upon successful completion of all necessary and required fire and rescue training by

Tribal personnel, they may be integrated into the BIA Fire Department to augment needed manpower.

20. The Tribe upon execution of this Memorandum of Understanding will use its best efforts to create and fund a Tribal fire and emergency rescue division. Although the Tribe will use its best efforts, the Tribe cannot guarantee a source of funding at this time.

IN WITNESS HEREOF, the parties have executed this MOU by date this 18 day of

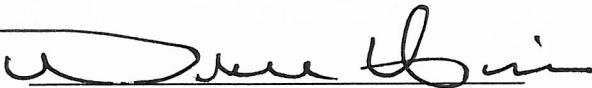
~~February~~  
~~January~~, 2015.

On behalf of the Hopi Tribe



Herman Honanie, Chairman

On Behalf of the Bureau of Indian Affairs



Wendell Honanie, Superintendent