FILED NO. 87.10

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FIRE AND EMERGENCY MUTUAL AID AGREEMENT

EAST FORK FIRE PROTECTION DISTRICT
AND

CONSOLIDATED MUNICIPALITY OF CARSON CITY

BARBARA REED
CLERK

BY - Hox from DEPUTY

This agreement is made and entered into this 16th day of October, 1986, by and between the Consolidated Municipality of Carson City and East Fork Fire Protection District.

WHEREAS, each of the above named fire agencies maintains and operates fire organizations within their respective jurisdictions; and

WHEREAS, the parties hereto desire to enter into a mutual aid agreement pursuant to State of Nevada Revised Statutes 277.045, Section 1;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. To furnish fire protection personnel, resources and facilities to each other as may be necessary to suppress fire or disaster of such magnitude that is, or is likely to be, beyond the control of a single party and requires the combined forces of both parties. Furthermore, both parties hereto will furnish a current inventory of resources available for mutual aid to the other party hereto.

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- 2. Such mutual aid shall be provided within East Fork Fire Protection District and the Carson City Fire Department areas of jurisdiction.
- 3. No party to this agreement shall be required to deplete unreasonably its own fire protection resources, nor is in any way obligated to expend funds on lands of the other beyond the assisting party's legal annual budget or fiscal plan of operations. Any personnel of either party rendering aid as provided in this agreement shall be considered an agent of the party requesting aid and the party requesting aid shall hold the party providing aid harmless from all claims, liabilities and demands arising out of any fires or disasters wherein personnel from a party rendering aid are used in the suppression of fire or disaster.
- 4. No response to a mutual aid request provided for in this agreement will be made by parties hereto unless such request is received through the established communication channels common to each party and made by a responsible fire official of the party requesting such aid.
- 5. Any mutual aid extended under this agreement is done with the express understanding that the responsible local fire official in whose jurisdiction and incident requiring mutual aid has occurred shall remain in charge at such incident including

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direction of such personnel and equipment provided him through the operation of this Mutual Aid Agreement.

- 6. No party hereto shall be obligated to reimburse any other party, hereto on account of any action taken or aid rendered hereunder, or for any use of material, damage to equipment, or liability incurred in the course of rendering emergency assistance as herein provided.
- 7. It shall be policy for the party requesting aid to release the assisting party from emergency duties as soon as practicable and mutually desirable.
- 8. Response to a request for mutual aid as provided for in this agreement shall be voluntary.
- 9. This agreement shall remain in full force and effect from the date hereof until terminated by the parties hereto.

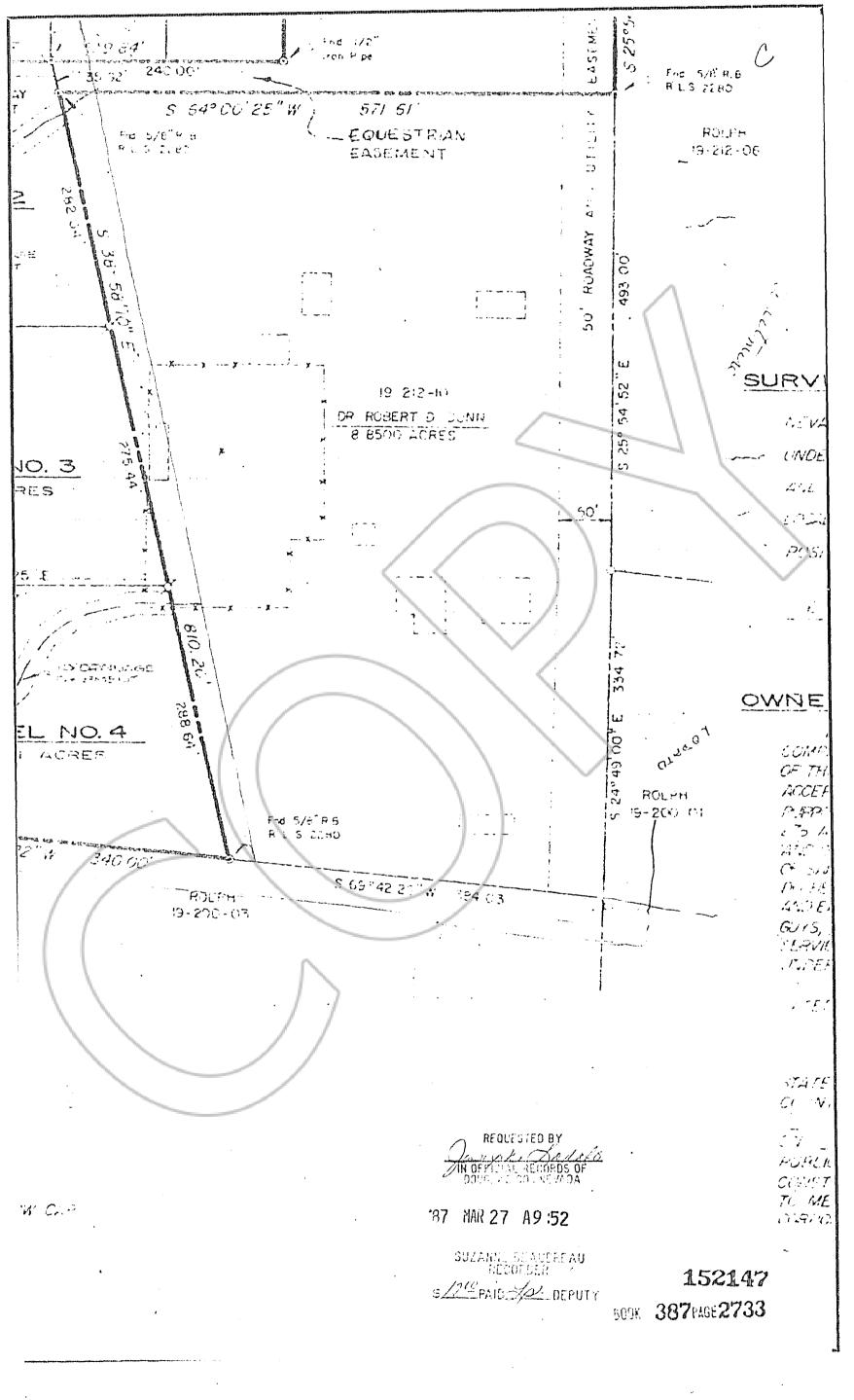
PROVIDED, HOWEVER, any party hereto may withdraw from this agreement by giving thirty (30) days notice in writing to all other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinabove.

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