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EFPD

CLERK OF COUNTY

JUN 17 1988

FILED  
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AGREEMENT

Section 1

Introduction

On July 1, 1988, the Town of Gardnerville ("Gardnerville") and the East Fork Fire Protection District ("East Fork") and the Gardnerville Volunteer Fire Department ("Volunteers") enter into the following Agreement for fire protection:

Section 2

Recitals

2.1 Gardnerville was created through and exists under the Unincorporated Town Government Law as an adjunct to Douglas County to provide certain services within the boundaries of Gardnerville. From its creation through the present, Gardnerville has provided fire protection as one of those services.

2.2 East Fork was created through and exists under NRS 474.460 et seq. as a political subdivision of the State of Nevada with the Douglas County Board of County Commissioners as its ex officio governing body. From its creation through the present, East Fork has provided fire protection within its boundaries by management of and cooperation with certain volunteer fire departments.

2.3 The Volunteers are a non-profit Nevada corporation, created and existing for the express purpose of providing fire protection within the boundaries of Gardnerville through the management by and cooperation with the Gardnerville Town Board.

2.4 The Gardnerville Fire House (the "Fire House"), 1255 Douglas Avenue, Gardnerville, Nevada, APN 25-342-09, was constructed on real property owned by Douglas County and financed by \$45,000.00 in General Obligation Fire Protection Bonds. These General Obligation Fire Protection Bonds were repaid in full by the taxpayers of Gardnerville as of 1986. Although Douglas County owns the real property, and therefore, the Fire House itself, Gardnerville and the Volunteers have maintained, managed, and controlled the Fire House from its construction through the present. Identified portions of the Fire House are used to store the Gardnerville garbage truck and to house a branch office of the Department of Motor Vehicles. The Volunteers receive a monthly payment from the Department of Motor Vehicles for janitorial services. In addition, the Gardnerville Town Board holds public meetings in the Fire House from time to time as the Gardnerville Town Board deems appropriate.

2.5 Title to and ownership of the fire protection equipment, listed in Exhibit 1 and incorporated into this Agreement, resides in Gardnerville.

2.6 Title to and ownership of the personal property listed in Exhibit 2 and incorporated into this Agreement, resides in the Volunteers.

2.7 Gardnerville, East Fork, and the Volunteers desire to transfer from Gardnerville to East Fork on a trial basis for the term of this Agreement all authority and responsibility for fire protection within the boundaries of Gardnerville.

THEREFORE, Gardnerville and East Fork and the Volunteers agree as follows:

Section 3

Consideration

3.1 From July 1, 1988, through June 30, 1989, East Fork accepts and assumes responsibility for all fire protection within the boundaries of Gardnerville by management of and cooperation with the Volunteers. East Fork and the Volunteers assume no responsibility for inspection, maintenance, repair, and/or replacement of fire lines and/or hydrants within the boundaries of Gardnerville. East Fork agrees to provide to the Volunteers a level of support commensurate to the level of support the Volunteers have received in the past from Gardnerville on a budget equivalent to \$33,895.00 during one full fiscal year.

3.1.1 From July 1, 1988, through June 30, 1989, East Fork will include Gardnerville and the Volunteers as insureds on its policy of liability insurance with the insurance premium paid from the Gardnerville Fire Department budget.

3.2 For the period of July 1, 1988, through June 30, 1989, Gardnerville allocates the sum of \$33,895.00 to finance all fire protection within the boundaries of Gardnerville. For the period of July 1, 1988, through June 30, 1989, Gardnerville delegates to the East Fork Fire Chief the authority to and responsibility for making and/or processing claims against the sum of \$33,895.00. All parties to this Agreement recognize that the sum of \$33,895.00 is irrevocably committed to East Fork and that this sum may not be augmented or reduced or refunded except by written Amendment to this Agreement signed by all parties. All parties to this Agreement also recognize that the fire truck reserve account is irrevocably committed to the purchase of equipment.

3.2.1 For the period of July 1, 1988, through June 30, 1989, Gardnerville transfers responsibility to manage and control the Fire House to East Fork and the Volunteers. Gardnerville retains responsibility to repair the Fire House. Gardnerville also retains the right to hold public meetings in the Fire House from time to time as the Gardnerville Town Board deems appropriate. Gardnerville finally retains the right to store the

Gardnerville garbage truck within the Fire House. Gardnerville agrees to ensure that the garbage truck and its storage area are kept clean and odor-free and agrees to ensure that the garbage truck is stored only in its designated area. The Department of Motor Vehicles will continue to house its branch office within the Fire House, and all monthly payments from the Department of Motor Vehicles for janitorial services will inure to the exclusive benefit of the Volunteers. The Volunteers and East Fork will have the exclusive right to determine which activities, if any, other than those named within this Agreement, will be allowed to take place within the Fire House. East Fork and the Volunteers will have exclusive authority to disallow any activity within the Fire House which East Fork and the Volunteers consider incompatible with fire protection, and the Volunteers will have authority to allow or disallow any other activity, but may defer this decision to East Fork.

3.3 For the period of July 1, 1988, through June 30, 1989, Gardnerville agrees to register in the name of East Fork all fire protection equipment listed in Exhibit 1 and incorporated into this Agreement. East Fork will insure this fire protection equipment at a level commensurate with the level of insurance that East Fork provides for all other fire protection equipment within its jurisdiction. All parties to this Agreement agree to execute all papers and documents, necessary to transfer registration of this fire protection equipment to East Fork. East Fork further agrees to insure the Fire House with the insurance premium paid from the Gardnerville Fire Department budget.

3.4 All parties to this Agreement agree that the personal property, listed in Exhibit 2 and incorporated into this Agreement, is a complete list of personal property owned by the Volunteers as of the date of this Agreement. The parties recognize that East Fork will not provide insurance for this personal property and that this personal property remains the property of the Volunteers.

#### Section 4

##### Governing Law

The law of Nevada and ordinances of Douglas County shall govern the validity, construction, performance, and effect of this Agreement.

#### Section 5

##### Jointly Negotiated

All parties to this Agreement agree that this Agreement was jointly negotiated and drafted and is not to be construed against any party.

Section 6

Integration Clause

Gardnerville and East Fork and the Volunteers agree that this Agreement contains the entire understanding of the parties, and that this Agreement shall not be altered or varied except by written Amendment signed by all parties.

Section 7

Effective Date of Agreement

The effective date of this Agreement shall be July 1, 1988.

GARDNERVILLE

EAST FORK

By \_\_\_\_\_  
John Cressaty  
Paul W. Lawrence  
Eric S. Frey  
D. E. [Signature]

By William Driscoll  
WILLIAM DRISCOLL

VOLUNTEERS

DOUGLAS COUNTY  
Board of County Commissioners

By [Signature]  
By [Signature]

By [Signature]  
Chairman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office. **SEAL**

DATE: June 17, 1988  
[Signature] Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas  
By [Signature] Do

REQUESTED BY  
Douglas County EFPD.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'88 JUN 20 A9:14

UZANNE BEAUDREAU  
RECORDER  
PAID [Signature] DEPUTY  
**180365**  
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