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Clerk's Office

FILED

NO. 99-128

APPROVED 8/5/99 COMMISSIONERS MEETING

'99 AUG 19 P2:44

INTERLOCAL CONTRACT

BARBARA REED

This Agreement is made by and between East Fork Fire and Paramedic District  
BY *[Signature]* DEPUTY  
(District), organized under the provisions of NRS ch. 474 and NRS ch. 318, and Douglas County  
(County), a political subdivision of the State of Nevada.

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100, and NRS 277.180(1) 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 District is authorized to engage in fire prevention and fire suppression activities and the provision of emergency medical services; and

WHEREAS, the purpose of this agreement is to provide for the joint and cooperative use of County expertise in radio repair and installation; and

WHEREAS, by entering into this agreement the parties will all be able to provide more effective and coordinated fire prevention, fire suppression, and emergency medical services to their service areas.

NOW, THEREFORE, the parties agree as follows:

1. This agreement shall become effective upon approval by the District Board of Trustees and the County Board of Commissioners and shall remain in effect for five years, unless sooner terminated in accordance with ¶ 3 or unless renewed in accordance with ¶ 4.
2. District shall pay County a sum not to exceed \$18,000 for radio repair and installation for Fiscal Year 1999-2000. This amount will be adjusted each year as part of the County and

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District budget process. This agreement covers base station radios, mobile radios, handheld radios and pagers owned by the District, as well continued maintenance of mountain top radio equipment, voters and dispatch equipment and other equipment as may be necessary and agreed upon by the Communications Director and Fire Chief. Initial service charges will be:

Hourly (includes only actual work time and excludes travel time)	\$45.00
Installation of radio into a vehicle	\$100.00
Programming new radios and pagers	No Charge
Reprogramming radios and pagers	\$25.00
Parts and shipping	Cost

The parties agree that the not to exceed amount and service charges may be changed each year during the County and District budget process, and the changed rates, if any, may be approved by the respective Boards as part of the budget process.

3. Either party, without cause, may terminate this contract upon approval by the District Board of Trustees and the County Board of Commissioners

4. This contract shall automatically be extended for an additional 5 year term unless the District Board of Trustees and the County Board of Commissioners determine, at any time before the expiration of the initial 5 year term, not to renew the agreement.

5. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, Nev.Rev.Stat. ch. 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.

6. The laws of the State of Nevada shall be applied in interpreting and construing this

agreement.

7. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

8. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

9. This agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

EAST FORK FIRE PROTECTION DISTRICT

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

By: Jaques Etchegezhen  
Chairman

By: Jaques Etchegezhen  
Chairman

Approved as to form:

By: [Signature]  
Deputy District Attorney

ATTEST:

Barbara Reed  
Douglas County Clerk

BY: [Signature], DEPUTY

**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.

DATE: August 19 1985  
B. Reed Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

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SEAL

REQUESTED BY  
**DOUGLAS COUNTY**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

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