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NO. 2000.053

APPROVED 4/6/2000 COMMISSIONERS MEETING

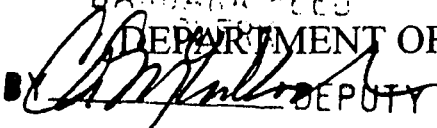
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INTERLOCAL CONTRACT BETWEEN

STATE OF NEVADA

BARBARA REED

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES



DIVISION OF FORESTRY,

SIERRA FOREST FIRE PROTECTION DISTRICT

AND

EAST FORK FIRE AND PARAMEDIC DISTRICT

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include state agencies and political subdivisions of the state; and

WHEREAS, 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, by entering into this contract the entities will be able to provide more effective and efficient fire protection and emergency medical services and better promote and protect the health, comfort, safety, life, welfare and property of the inhabitants within the boundaries of the entities.

NOW, THEREFORE, the parties agree as follows:

**1. REQUIRED APPROVAL AND TERM.** This agreement shall not become effective until and unless approved by the appropriate official action of the governing body of each party and shall be in effect until December 31, 2000.

**2. DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307 and NRS 41.0309. "Division" means the Nevada Division of Forestry-Sierra Forest Fire Protection District. "District" means the East Fork Fire and Paramedic District its officers, employees and immune contractors as defined in NRS 41.0307 and NRS 41.0309.

"First alarm incident" means any structure fire, multi-casualty incidents, motor vehicle accident requiring extrication, wildland fire threatening structures, areas of public use or watershed, release of a hazardous substance of unknown nature, and technical rescue.

"Priority 2 medical aid" means any life threatening incident that could include any trauma that has a Glasgow Score of 3 or less, any incident where the patient meets trauma center criteria, or possible heart attack, difficulty breathing, diabetic emergency, status seizure, or anaphylactic

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reactions.

“Still alarm” means any incident that requires a minimum number of personnel to control or is considered as a reconnaissance.

**3. TERMINATION.** This contract may be terminated by either party prior to December 31, 2000, provided that a termination shall not be effective until 15 days after a party has served written notice upon the other party. This contract may be terminated by mutual agreement or unilaterally by either party without cause. The parties expressly agree that this contract shall be terminated immediately if for any reason District, federal, or state legislature funding ability to satisfy this agreement is withdrawn, limited, or impaired.

**4. NOTICE.** All notices or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been duly served if delivered personally by hand, by telephonic facsimile, by regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at their principal place of business.

**5. INCORPORATED DOCUMENTS.** The parties agree that the scope of this interlocal contract is specifically described in Attachment A, “Annual Operating Agreement,” and that Attachment A is incorporated into this contract.

**6. ASSENT.** The parties agree that the terms and conditions listed in Attachment A are also specifically a part of this contract and are limited only by any limitations expressly provided.

**7. INSPECTION AND AUDIT.**

**Books and Records.** Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records, agreements, books, and documents as are necessary to fully disclose to the District, state, or federal governments, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all District, state, or federal regulations and statutes.

**Inspection and Audits.** Each party agrees that the relevant books, records (written, electronic, computer-related or otherwise), including by not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation relating to the work product shall be subject at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found by the District, the State Auditor, Department of Administration, Budget Division, Attorney General, and the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any of their authorized representatives.

**Period of Retention.** All books, records, reports, and statements relevant to this contract must be retained a minimum of three years and, by a party which receives federal funding used to perform this contract, for five years. The retention period runs from the date of termination of this contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit or to complete any administrative and judicial litigation which may ensue.

**8. INDEMNIFICATION.** To the fullest extent of NRS ch. 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents in the performance of this agreement. The obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is condition upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual receipt of written notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

**9. INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this contract, and in respect to performance of services pursuant to this contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract. Nothing contained in this contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

**10. ASSIGNMENT.** Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this contract without the prior written consent of the other party.

**11. GOVERNING LAW AND JURISDICTION.** This contract and the rights and obligations of the parties under it shall be governed by and construed according to the laws of Nevada.

**12. ENTIRE AGREEMENT AND MODIFICATION.** This contract constitutes the entire agreement of the parties and is 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 of the contract. Unless an incorporated attachment to

this contract specifically displays a mutual intent to modify or supercede a particular part of this contract, general conflicts in language between any attachment and this contract shall be construed consistently with the terms of this contract. Unless otherwise expressly authorized by the terms of this contract, no modification or amendment to this contract shall be binding upon the parties unless the modification or amendment is in writing and signed by all of the parties. This contract supercedes all other past agreements when approved and signed by all of the parties.

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 AND  
PARAMEDIC DISTRICT

DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES,  
DIVISION OF FORESTRY, SIERRA  
FOREST FIRE PROTECTION DISTRICT

By: Jaques Etcheogyan  
Chairman

By: John V. Morris  
Director

Approved as to form:

Approved as to form:

By: John W. Deefe  
Deputy District Attorney

By: George M. ...  
Deputy Attorney General

ATTEST:

By: Barbara Reed  
BY: [Signature], DEPUTY

**2000 ANNUAL OPERATING AGREEMENT**

**EAST FORK FIRE AND PARAMEDIC DISTRICT  
AND  
SIERRA FOREST FIRE PROTECTION DISTRICT**

This Operating Agreement is entered into by and between the Sierra Forest Fire Protection District, Nevada Division of Forestry, Department of Conservation and Natural Resources, State of Nevada, hereinafter referred to as the Division, and the East Fork Fire and Paramedic Districts hereinafter referred to as the District. Representatives from the Division and the District shall conduct an annual review of the Operating Agreement during the month of April.

1. It is in the interest of both parties to render mutual aid at the request of a responsible fire officer to suppress a fire or disaster of such magnitude that it is or is likely to be beyond the control of a single party and requires the combined forces of both parties.
2. It is also in the interest of both parties to respond the closest forces to reported and actual emergencies when the assisting party is situated to provide a more timely response to the emergency. The automatic response of closest forces, sent by a Dispatch Center, is referred to as automatic aid and does not require Duty Officer approval.
3. No response to a mutual aid request provided for in this Agreement will be made by the parties hereto unless the request is received through the established communication channels common to each party requesting such aid and approved by a responsible officer of the party granting such aid.
4. Such aid shall be provided without expectation of reimbursement up to the first twelve (12) hours of the incident from the time of request and within the limits of the Division and the District; provided: however, that neither party shall be required to deplete its own fire protection resources, services, and facilities to the detriment of its normal fire protection responsibilities.
5. The exception to this reimbursement period is the Air Operations including the Heli-Tack program and the use of Conservation Crews. These programs are separately contracted and are not part of this Agreement. The responding SFFPD Duty Officer may request that Nevada Division of Forestry Air assets be sent as an initial attack resource if state, private, federal, or watershed lands are or may be effected by the incident.
6. On all alarms that either the Division or the District assists the other, it will furnish the benefiting agency with a preliminary report within 20 working days after the incident is terminated.

7. The Division and District agree that each may maintain and operate mobile radios on the other's frequencies when interagency communications is required.
8. All incident communications shall be conducted on the frequency of the agency having incident jurisdiction or as assigned by the requesting agency.
9. The respective dispatch centers are responsible to contact the other center using the most expedient method available when emergency responses are dictated by the specific terms of this agreement.
  - a.) The Douglas Dispatch Center will immediately tone out notification of an emergency or request for equipment or personnel, and contact the Nevada Division of Forestry's on-duty dispatcher and make notification of the request for the response of Sierra Forest Fire Protection District resources
  - b.) Any request, other than automatic aid, to use Sierra Forest Fire Protection resources outside of Sierra Forest Fire Protection District 12 shall be made through Minden Dispatch.
    - (1) All requests for District 12 resources outside of the established Automatic Aid Agreement shall be considered Mutual Aid and shall have prior approval of the NDF Operational Duty Officer prior to any dispatching of resources
    - (2) This includes responses outside of Douglas County through established auto/mutual aid agreements held by East Fork Fire and Paramedic Districts and their adjoining jurisdictions.
  - c.) Douglas Dispatch will request tactical frequencies from Minden Dispatch
  - d.) A command channel shall be assigned by the agency having jurisdiction of the incident.

10. The Division and the District will advise the other agency of wildland fires that have extended beyond the capabilities of initial attack forces and/or is a potential extended attack fire.
  - a.) The Division agrees that anytime a District 12 resource is used outside of its initial response area (Jacks Valley) for an incident that the Douglas Dispatch Center shall be notified.
  - b.) District 12 resources will notify the Douglas Dispatch Center if they travel outside the boundaries of District 12 while conducting normal business for the Division
11. Upon request the Fire Prevention Bureaus of each party shall conduct joint reviews of significant projects in the automatic aid areas here after described if any. The Division and the District agree to assist each other with fire investigations on request by the agency having jurisdiction.

# DEFINED AUTOMATIC AID RESPONSE AREAS

## EAST FORK FIRE and PARAMEDIC DISTRICTS JURISDICTION

The Sierra Forest Fire Protection is requested to respond:

One Type-1 Structure Engine, one water tender in non-hydranted areas, and one Command Officer on all First Alarm structure incidents within the predetermined boundaries established as East Fork Fire and Paramedic Districts response areas 6 (Johnson Lane), 3 (Genoa), and 12 (Sunridge) and Second Alarm structure incidents in areas 1 (Minden) and 8 (Sheridan).

One Type-3 Brush Engine, one water tender, one Type-1 structure engine in interface areas, and One Command Officer on all First Alarm wildland incidents within the predetermined boundaries established as East Fork Fire and Paramedic Districts response areas 6 (Johnson Lane), 3(Genoa) and 12 (Sunridge) and on Second Alarm wildland incidents in areas 1(Minden) and 8 (Sheridan).

One ILS or BLS unit to all medical aid calls for the area of District 12 (Sunridge) and the Highway 395 corridor.



# SIERRA FOREST FIRE PROTECTION DISTRICT JURISDICTION

The East Fork Fire and Paramedic Districts is requested to respond:

One Type-1 Structure Engine, one water tender in non-hydranted areas, one command officer, one squad, and one ALS Rescue on all First Alarm structure incidents within the predetermined boundaries established as Sierra Forest Fire Protection District 12 and all SFFPD areas of jurisdiction west of Foothill Road.

One Brush Engine, one water tender, one structure engine in interface areas, and one Command Officer on all First Alarm wildland incidents within the predetermined boundaries of Sierra Forest Fire Protection District 12 and all SFFPD areas of jurisdiction west of Foothill Road.

One ALS Rescue or more when required for patient care for all medical aid incidents within the predetermined boundaries as Sierra Forest Fire Protection District 12 and all SFFPD areas of jurisdiction west of Foothill Road.

This Agreement becomes effective only when the required signatures are obtained. This agreement shall remain in full force and effect for 12 months, at which time a review will be conducted by both parties and a new annual operating agreement developed. Either party may terminate this operating agreement as specified in Part I paragraph 3 of the Interlocal Contract between the Sierra Forest Fire Protection District and the East Fork Fire and Paramedic District. Changes to this operating agreement may be made, at any time, by mutual consent and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby on this ----- day of -----.

_____	_____	_____
Signature	Title	Date
<i>[Signature]</i>	Regional Manager	4/4/00
Signature	Title	Date

_____	_____	_____
Signature	Title	Date
<i>[Signature]</i>	ST. FORESTER	4/4/00
Signature	Title	Date

_____	_____	_____
Signature	Title	Date
<i>[Signature]</i>	Fire Chief	03/28/00
Signature	Title	Date

REQUESTED BY  
**DOUGLAS COUNTY**  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA

2000 APR 11 AM 11:19

LINDA SLATER  
 RECORDER Page 10

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**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: April 11, 2000  
 B. PEBB Clerk of the 9th Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.  
 By [Signature] Deputy

**SEAL**

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