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Lisa

RESOLUTION 2001R-066
9/6/01 ITEM #48

FILED
NO. 2001.245

INTERLOCAL CONTRACT

'01 SEP 12 P12:40

This Agreement is made by and between Douglas County, a political subdivision of the State of Nevada (County) and the East Fork Fire District, a fire protection district organized pursuant to NRS 474.460, et seq. (District).

BARBARA REED
BY *[Signature]* DEPUTY

The parties are public agencies under NRS 277.100. NRS 277.180(1) provides that public agencies may contract with one another to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants of the entities which are parties to the contract; and

The County is authorized by the laws of this state to perform or undertake the function of road maintenance; and

The District owns and operates District Fire Station 5, which serves the Topaz Lake area of Douglas County, Nevada, on Comstock Drive. The street address is 1990 Austin (APN 1022-29-811-015, formerly 39-156-080).. There is an area of Comstock Drive immediately South of District Fire Station 5, described generally on Exhibit A, attached and incorporated by reference, which is the subject of this agreement (premises); and

The parties intend to by this interlocal agreement to lease the portions of Comstock Drive South of District Fire Station 5 to the District for ingress and egress.

FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

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1. The County agrees to let the property shown in Exhibit A to the District for a period of 99 years.
2. The District agrees to lease the property shown in Exhibit A from the County for a period of 99 years.
3. The rent shall be the sum of One Dollar, plus the District's agreement to improve and maintain the premises as set forth herein.
4. The District agrees to improve and maintain the premises for parking, ingress and egress. Improvements will be designed and constructed in the manner provided by applicable codes and design standards.
5. The District further agrees not to commit or allow any waste on the premises, or any other nuisance, and not to cause or permit the release, discharge, storage or disposal of any hazardous substance on the premise, except as necessitated or required in the performance of the District's lawful functions, in the manner provided by law.
6. The District further agrees to carry the premises on its insurance and name the County as additional insured for the premises. The District will hold the County harmless from liability connected with the District's use and occupation of the premises and indemnify the County for any losses it may suffer as a result thereof, including damages, costs and attorney's fees.
7. If the District abandons or surrenders the premises, it shall provide the County with at least sixty days written notice thereof. Upon abandonment or surrender, this lease shall be terminated, and the County shall re-enter and occupy the same.

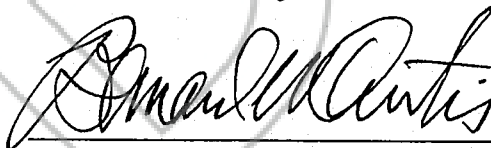
8. This agreement will be effective upon the approval of the boards of county commissioners and fire commissioners. If, at the end of the term, the County and Districts remain in existence, and the premises are still being used for the purposes set forth herein, the parties agree to renew the lease upon such terms as may then seem just and proper.

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

10. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing, signed by both parties and with board approval.

Date:

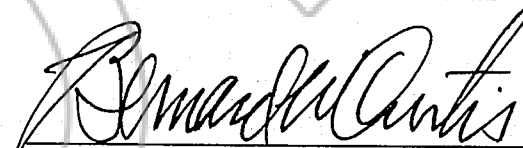
DOUGLAS COUNTY, NEVADA
Board of County Commissioners



BERNARD CURTIS, Chairman

Date:

EAST FORK FIRE AND PARAMEDIC
DISTRICTS
Board of Fire Commissioners



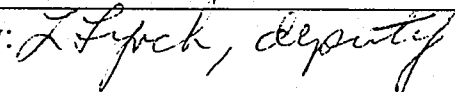
BERNARD CURTIS, Chairman

Approved as to form.


Deputy District Attorney

ATTEST:
BARBARA REED, Douglas County Clerk



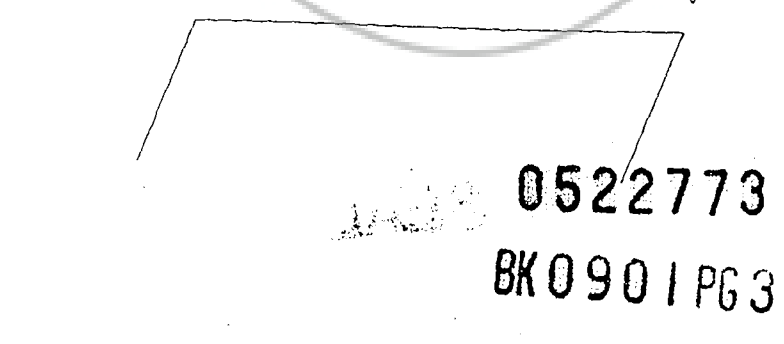
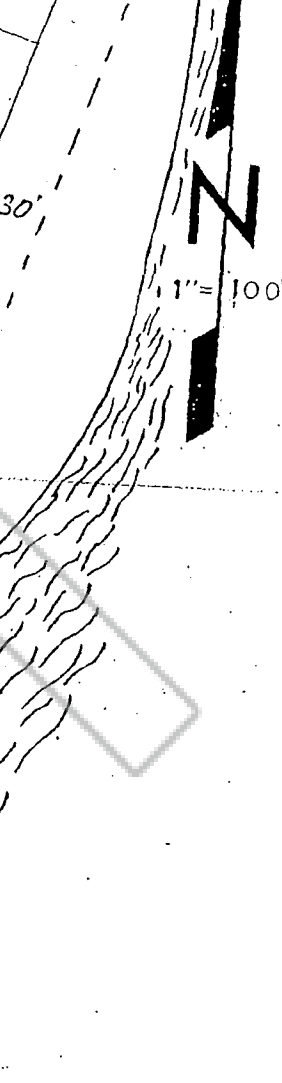
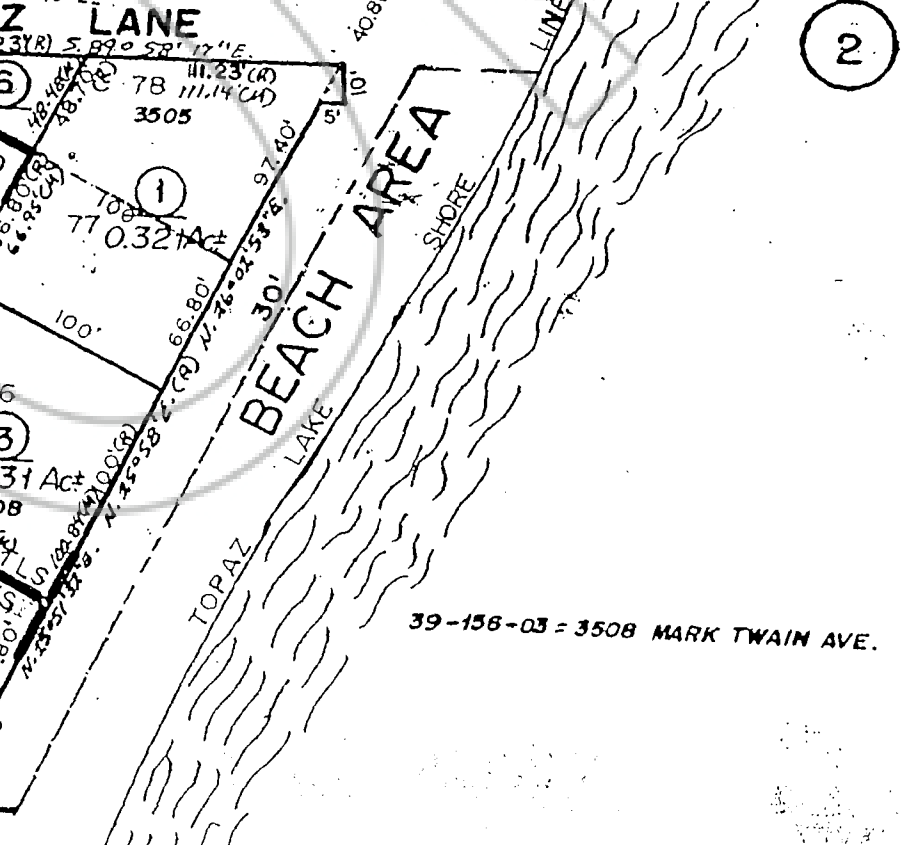
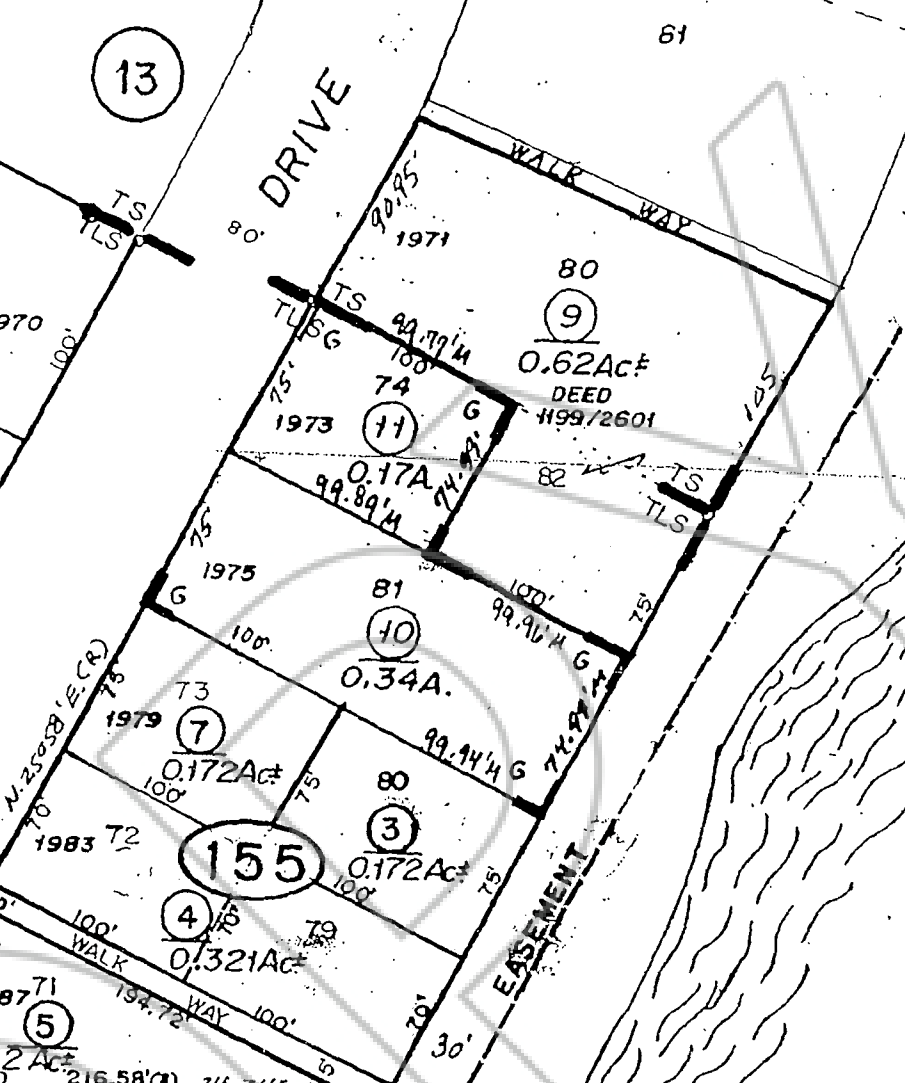
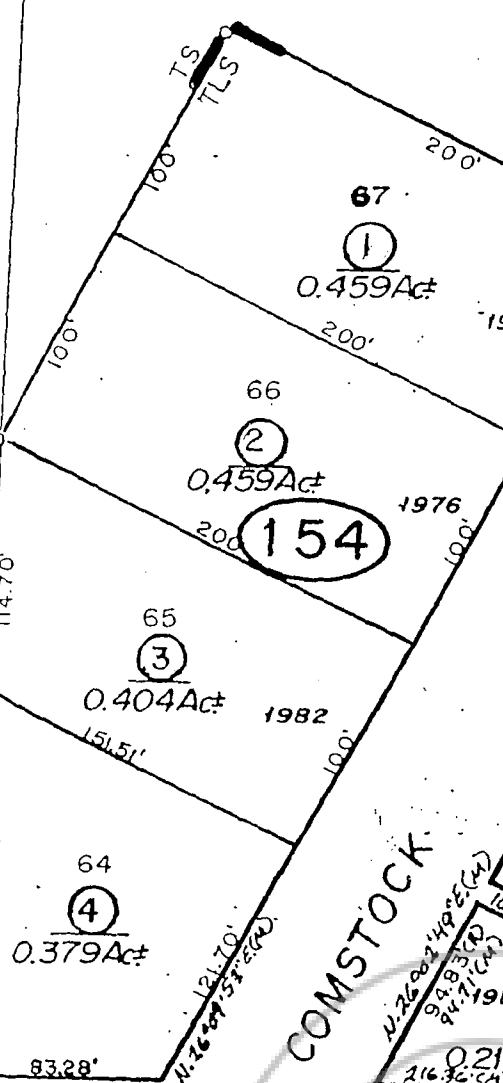
By: , deputy

... 5919 - Doc. 426750 --(E)
... R. & Linda K. DeCarlo &
Carlo Custom Homes

... WING HILSON TRUST &
R. Craig Sherrett 1st
R.S. Bk. 1100, Pg. 3845 - Doc. 503625
Ronald A. & Mary C. Mueller &
Charles T. & Linda A. Fields

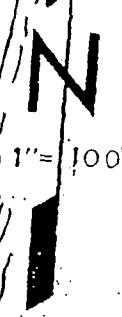
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29
32



Assessor's Map Bk. 39, Pg. 15
County of Douglas, Nevada

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BK 0901 PG 3228



COPY

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

2001 SEP 14 AM 11: 19

LINDA SLATER
RECORDER

\$ 8 PAID KD 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: September 14 2001
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Chall M. Mullock Deputy

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