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NO. 2003.099

'03 MAY 14 P4 33

**EAST FORK FIRE AND PARAMEDIC DISTRICTS
AND
NEVADA DIVISION OF FORESTRY**

**FACILITY USE AGREEMENT
STATION 8**

BARBARA REED
CLERK
DEPUTY

This agreement is made and entered into by the East Fork Fire and Paramedic Districts and hereinafter called "District" and the State of Nevada, State Department of Conservation and Natural Resources, on the relation of its Division of Forestry, hereinafter called the "Division." This agreement is supplementary to and in accordance with the Interlocal Contract Agreement, between the Districts and the Division dated May 16, 2002, incorporated herein by reference as though fully set forth.

WITNESSETH:

WHEREAS, the Districts hereby agrees to allow and the Division hereby agrees to accept, the use of facilities as described below:

East Fork Fire and Paramedic Districts Fire Station 8, located at 980 Sheridan Lane.

It is mutually agreed that:

1. Districts will allow the Division to occupy Fire Station 8 (Sheridan Volunteer Fire Department) each year during the period of April 1 through October 31 (fire season). Dates may be extended upon mutual consent between Districts, the volunteer fire department, and Division.
2. Districts agrees to allow Division to house not more than one (1) apparatus and three (3) personnel at Station 8 (Sheridan Volunteer Fire Department) during the specified time period. Housing of apparatus will be limited to the secured fenced storage area at the rear of the station. This does not apply to those Division vehicles on loan to the Districts under the Apparatus Use Agreements.
3. Districts agree to allow Division to utilize any District fire station for the purpose of "prepositioning" fire apparatus during periods of unusual and high fire danger. Use of said facilities shall be limited to parking for fire vehicles, use of meeting room and restroom facilities. Other uses must be approved by the Districts' Fire Chief.
4. Division agrees to maintain all facilities used, and assigned areas, in a clean and orderly manner at all times. This includes all restroom, kitchen, apparatus, and common areas and areas accessible to the public. The routine cleaning of these areas will be coordinated with the Sheridan Volunteer Fire Department.
5. No resident pets will be allowed in Districts' facilities.
6. Division agrees to participate in building and ground maintenance projects while occupying the premises. Participation may include providing materials and/or labor. The scope of participation shall be agreed upon by the Division's Battalion Chief, the Volunteer Fire Chief, and the East Fork Fire District Chief prior to the start of any project.
7. Districts agree to allow Division to install two-way radio facilities, telephone service, and data transmission lines at the station and at the expense of the Division

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8. Division agrees to reimburse the Districts for damage to building, grounds, or equipment, which extends beyond the realm of normal "wear and tear".
9. No telephone calls will be made on East Fork Fire District telephones at the District fire stations. All telephone calls will be made on the Division phone line, except for emergency purposes.
10. No tobacco, i.e. smoking, chewing tobacco, is to be used inside of the living area, training room, kitchen, bathrooms, etc.
12. The computer, printer, fax machine, copy machine, and washing machine and drier are for the Station 8 (Sheridan Volunteer Fire Department) use only. The TV and VCR may be used for training purposes and news advisory use only. Use of recreational items, i.e. pool table is not allowed.
13. All personal protective gear that is in the lockers and on apparatus is personal and shall be respected by all others.
14. All lights and exterior doors shall be secured before leaving the station.
15. Mutual respect and courtesy will be afforded to both volunteers and employees alike.
16. All parties agree to respect facilities rights, privileges, and assigned areas as necessary to foster a positive working relationship.
17. This Agreement will be effective from the date of execution and will remain in force unless terminated by either party by (3) days written notice to the other, in which case the Division will vacate the premises with in fifteen (15) days.
18. This Agreement shall be reviewed annually.

Concurrence:

4/10/03
Date

Tod F. Carlini
Tod F. Carlini, District Fire Chief
East Fork Fire and Paramedic Districts

4/10/03
Date

Tim Rochelle
Tim Rochelle, Acting Western Regional Forester
Nevada Division of Forestry

4-17-03
Date

Gale Maynor
Gale Maynor, Volunteer Fire Chief
Sheridan Volunteer Fire Department

COPY

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

2003 MAY 16 AM 9: 18

WERNER CHRISTEN
RECORDER

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: May 14 2003
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

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