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

2004 AUG 17 AM 8: 20

WERNER CHRISTEN
RECORDER

\$ ~~5~~ PAID kg DEPUTY

Assessor's Parcel Number: N/A

Date: AUGUST 12, 2004

Recording Requested By:

✓ Name: LISA OWEN/EFFPD

Address: _____

City/State/Zip: _____

CONTRACT #2004.179

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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CONTRACT SUMMARY

NO. 2004-179

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

2004 AUG 10 PM 3:48

I. DESCRIPTION OF CONTRACT

BARBARA REED
East Fork Fire And
Paramedic Districts

1. Agency Name: Division of Forestry
Agency Code: 706
Appropriation Unit: 4227

Contractor Name: Paramedic Districts
Address: P.O. Box 218
Minden, NV 89423

Is line item authority available?: Yes No

Vendor No _____

To what State Fiscal Year(s) will the contract be charged? FY 2004, 2005

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/> General Funds _____ %	<input type="checkbox"/> Fees _____ %
<input type="checkbox"/> Federal Funds _____ %	<input type="checkbox"/> Bonds _____ %
<input type="checkbox"/> Highway Funds _____ %	<input checked="" type="checkbox"/> Other funding: <u>County Funds</u> _____ %

There is no actual payment for services, the two agencies will use tax revenue. Explain

2. Contract start date: May 16, 2002 through June 30, 2005

a. Effective upon Board of Examiners' (BOE) approval? Yes
or

b. Effective _____ upon Board of Examiners' approval. [Enter the date work is to start under the contract. Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

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3. Termination date: June 30th, 2005, and shall automatically renew unless terminated.

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Contract term: Currently in third year please see above. (indicate in years the length of the contract)

4. Type of contract (check one):

<input type="checkbox"/> New Contract	<input type="checkbox"/> Cooperative Agreement
<input checked="" type="checkbox"/> Contract Amendment	<input type="checkbox"/> Revenue Contract
<input type="checkbox"/> Interlocal Agreement	<input type="checkbox"/> Other Contract _____

5. Purpose of the contract (describe the work to be accomplished):

The Douglas County Sierra Forest Fire Protection District and Nevada Division of Forestry, Department of Conservation and Natural Resources, State of Nevada, provides fire protection and emergency medical services to citizens and residents utilizing a combination of career staff and volunteers as a NRS Chapter 473 district and the East Fork Fire and Paramedic Districts provides all risk fire protection and emergency medical services to citizens and residents of Douglas County utilizing a combination of career staff and volunteers: and by entering into this contract the entities will be able to provide more effective and efficient all risk 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.

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6. a. NEW CONTRACTS ONLY:

The maximum amount of the contract for the term of the contract is: N/A

Payment for services will be made at the rate of _____ per _____
(enter dollar amount) (time interval, i.e., hour, year)

or, if not applicable, specify other basis for payment:

The maximum amount of the original contract is being amended by: _____

and/or the termination date of the original contract has changed to: _____

and/or explain other changes: _____

II. JUSTIFICATION

7. What conditions mandate that this work be done?

The Douglas County Sierra Forest Fire Protection District and Nevada Division of Forestry, Department of Conservation and Natural Resources, State of Nevada, provides fire protection and emergency medical services to citizens and residents utilizing a combination of career staff and volunteers as a NRS Chapter 473 district and the East Fork Fire and Paramedic Districts provides all risk fire protection and emergency medical services to citizens and residents of Douglas County utilizing a combination of career staff and volunteers: and by entering into this contract the entities will be able to provide more effective and efficient all risk 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.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

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

9. Is the contract amount over \$100,000? Yes No
Was a Request for Proposal (RFP) done? Yes No If no, explain (see NRS 333.165):

It is not in the best interest of the State to undertake an RFP. This is an Interlocal Contract. Eastfork Fire and Paramedic Districts is the only local government entity available for providing all risk services.

a. Were bids or proposals solicited? Yes No
If yes, list the names of vendors that submitted proposals. If no, why not (see section 0338 of the State Administrative Manual):

This is an Interlocal Contract Between State of Nevada, Department of Nevada, Department of Conservation and Natural Resources Division of Forestry, Sierra Forest Fire Protection District and East Fork Fire and Paramedic Districts.

b. Last bid date: N/A Anticipated re-bid date: _____

c. Why was this contractor chosen in preference to others?

This is an Interlocal Contract Between State of Nevada, Department of Nevada, Department of Conservation and Natural Resources Division of Forestry, Sierra Forest Fire Protection District and East Fork Fire and Paramedic Districts.

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III. OTHER INFORMATION

10. Is the contractor employed by the State of Nevada, any of its political subdivisions, or by any other government?

Yes No

If yes, is the contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? Please explain:

State employees had been doing this work in the past but under this agreement local government employees will be taking on some duties formally assigned to State employees.

11. Has the contractor ever been engaged under contract by any State agency?

Yes No

If yes, specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

12. Contracts over \$25,000 per fiscal year: Is the contractor currently involved in litigation with the State of Nevada?

Yes No

If yes, please provide details of the litigation and facts supporting approval of the contract.

13. Agency Contract Monitor:

Tim Rochelle

Printed Name

Regional Forester

Title

(775) 849-2500

Phone No.

14. Certified Contract Monitor Approval:

Debra Callens 6/9/04

Debra Callens, ASO I

15. Agency Head Approval:

Pete Anderson 6/10/04

Pete Anderson, Acting State Forester

16. Date Contract Summary Was Prepared:

7-Jun-04

Date

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CONTRACT COMPLIANCE CHECKLIST

Agency: Division of Forestry
 Contract Monitor: Tim Rochelle Phone: (775) 849-2500
 Contractor: East Fork Fire & Paramedic Districts Phone: (775) 782-9048
 Contract Term: On BOE APPROVAL to June 30, 2005 Contract Renewal Date(s): July 1, 2005


CONTRACT MILESTONES (Attachments if Necessary):

Milestones/(Deliverables or Renewals)	Date Due	Date Received
N/A	N/A	

INSURANCE SCHEDULE REQUIREMENTS (Attachments if Necessary):

Coverage Required	Date* Policy Approved	Date Expires	Date Renewed	Date Increased* or Replaced
N/A		/ /		

**Consultation with the Attorney General's office and/or Risk Management required.*



 Agency's Contract Monitor, Tim Rochelle, Regional Forester, NDF

MAY 20, 2004

 Date

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AMENDMENT #1 TO CONTRACT

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Division of Forestry
Sierra Forest Fire Protection District
885 Eastlake Boulevard
Carson City, Nevada 89704

And

East Fork Fire and Paramedic Districts
P.O. Box 218
1594 Esmeralda
Minden, NV 89423

1. AMENDMENTS. For and in consideration of mutual promises and/or other valuable consideration, all provisions of the original contract dated May 16, 2002, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

Replace Exhibit A - Annual Operating Agreement - 2003/2004 between East Fork Fire and Paramedic Districts and Sierra Forest Fire Protection District with the:

Attachment A - Annual Operating Agreement - 2004/2005 between East Fork Fire and Paramedic Districts and Sierra Forest Fire Protection District.


2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made part of this amended contract.

3. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

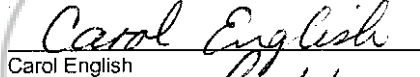
IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.



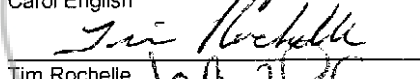
Tod Callin
Date 6/9/04



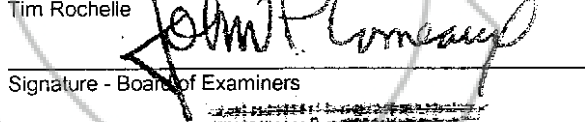
Pete Anderson
Date 6/10/04



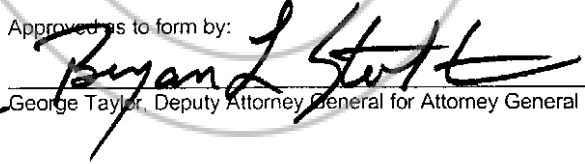
Carol English
Date 6/10/04



Tim Rochelle
Date 6/17/04



Signature - Board of Examiners

Approved as to form by:


George Taylor, Deputy Attorney General for Attorney General

District Fire Chief, East Fork Fire & Paramedic Districts
Title

'Acting' State Forester Firewarden
Title

Administrative Services Officer III
Title

Regional Forester
Title

APPROVED BY BOARD OF EXAMINERS

On 6-28-04
(Date)

On 16 June 2004
(Date)

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INTERLOCAL CONTRACT BETWEEN
STATE OF NEVADA
DEPARTMENT OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF FORESTRY,

SIERRA FOREST FIRE PROTECTION DISTRICT

AND

EAST FORK FIRE AND PARAMEDIC DISTRICTS

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 **including without limitation counties and other districts; and**

WHEREAS, NRS 277.180 allows public agencies to contract with 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 Douglas County Sierra Forest Fire Protection District (SFFPD), Nevada Division of Forestry, Department of Conservation and Natural Resources, State of Nevada, provides fire protection and emergency medical services to citizens and residents utilizing a combination of career staff and volunteers as a NRS Chapter 473 district; and

WHEREAS, the East Fork Fire Protection District, created under NRS Chapter 474 and East Fork Paramedic District, created under NRS Chapter 318, working together through an interlocal agreement as the East Fork Fire and Paramedic Districts (EFFPD) provides all risk fire protection and emergency medical services to citizens and residents of Douglas County utilizing a combination of career staff and volunteers; and

WHEREAS, by entering into this contract the entities will be able to provide more effective and efficient all risk 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 through June 30, 2005, and shall automatically renew annually unless terminated in accordance with this contract.

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 (SFFPD). "Districts" means the East Fork Fire Protection District, defined under NRS 474 and East Fork Paramedic District, defined

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under NRS 318, working together through an interlocal agreement (EFFPD) its, officers, employees and immune contractors as defined in NRS 41.0307 and NRS 41.0309.

3. TERMINATION. Either party prior to March 1, of any year may terminate this contract provided that a termination shall not be effective until 60 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 with cause. The parties expressly agree that this contract shall be terminated immediately if for any reason Districts, Division, 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 Exhibit A, "Annual Operating Agreement" with attachments, and that Exhibit A and all Attachments are incorporated into this contract by reference.

6. ASSENT. The parties agree that the terms and conditions listed in Exhibit 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 necessary to fully disclose to the Districts, Division, State, or Federal Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all Districts, Division, State, or Federal regulations and statutes.

Inspection and Audits. Each party agrees that the relevant books, records (written, electronic, computer-related or otherwise), including but 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 Districts, Division, the State Auditor, Department of Administration, Budget Division, Attorney General, and the State Legislative Auditor, and with regard to Accounting Office, the Office of Inspector General, or any of their authorized representative.

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.

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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, action, 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.

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 on 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 laws of Nevada.

12. ENTIRE AGREEMENT AND JURISDICTION. 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.

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Exhibit A- Annual Operating Agreement

ANNUAL OPERATING AGREEMENT – 2004/2005

EAST FORK FIRE AND PARAMEDIC DISTRICTS

AND

SIERRA FOREST FIRE PROTECTION DISTRICT

This operating agreement is entered into by and between the Sierra Forest Fire Protection District (SFFPD), 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 Districts. The Operating Agreement is entered into for the sharing of responsibilities. Representatives from the Division and the Districts shall conduct an annual review of the Operating Agreement during the month of February 2005.

The Division administers a NRS 473 fire district in a portion of Douglas County providing fire protection and emergency medical services to citizens and residents utilizing a combination of career staff and volunteers. The Districts provides fire protection to the citizens and residents of the remainder of Douglas County utilizing a combination of career staff and volunteers. Additionally, the Districts provide ambulance and emergency medical services to the NRS 473 fire district.

It is in the interest of both parties to share responsibilities in such a way as to provide efficient and effective fire protection and emergency medical services to the residents of Douglas County commensurate with the direction of the Douglas County Board of Commissioners, who also serve as the Sierra Forest Fire Protection District governing body.

The responsibility of the Division to provide services to Districts and Douglas County shall be funded by a dedicated tax rate and all other revenues allocated to Sierra Forest Fire Protection District, Douglas County including State Consolidated Tax Revenues, Interest, Fees and Charges, Fund Balances and Reserves commensurate with the level of services as provided for in the approved Districts' budget and approved by the Sierra Forest Fire Protection District.

The Districts will submit an operating budget to the Board of Directors with State Forester consultation. The Division will provide a budget commensurate with the needs of the residents to provide adequate wildland fire protection services. Fund transfers between the Sierra Forest Fire Protection District and East Fork Fire and Paramedic Districts shall be made as provided for in Attachment I.

The Division shall provide reimbursement to the Districts for costs of suppressing wildland fires that exceeds the Districts capabilities of first alarm resources when additional resources are ordered through or with the approval of the NDF Regional Duty Officer. The Division will not reimburse the expenses

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associated with East Fork Fire District resources. Except as covered in existing Mutual Aid agreements the District will reimburse the Division for resources that assist the District outside of the Sierra Forest Fire Protection District except that the District will not reimburse the Division for regular time costs of the NDF Douglas County seasonal firefighters or shared positions. Non-payment of obligations by either party in a scheduled period of time will be cause to void this agreement.

1. The Districts shall retain control, responsibility and duties for structural fire prevention and suppression, structure protection, vehicle accidents, emergency medical service, hazardous materials response, technical rescue, and all other disciplines associated with all-risk services not otherwise specified in the 473 District within Douglas County (Sierra Forest Fire Protection District). Fire Prevention services provided by the Districts shall generally be those outlined in Attachment II – Fire Prevention and Communications
2. The Division shall retain control and responsibility for all wildland fire suppression, prevention and investigations in the SFFPD on a year round basis. Districts shall respond on initial attack of all first alarm wildland incidents along with NDF resources. Districts, through Minden Dispatch, shall notify Division immediately after Districts are toned out to all wildland incidents within the Sierra Forest Fire Protection District. The Division will provide command and control of wildland fires that exceed the capabilities of first alarm resources in the SFFPD and assume the overall liability and responsibility for suppression.
3. The Division will begin hiring seasonal firefighters in the spring of 2004 to provide a wildland firefighting force for the 2004 fire season. The Division will provide a wildland training academy for seasonal firefighters. The Division's seasonal employees shall remain accountable to Division staff. Daily direction and duties will be given by the Division Battalion Chief assigned to manage the Seasonal Program. The senior most employee on duty will provide the immediate supervision of seasonal employees. These seasonal employees shall be employed for approximately six months (generally, May through October). The Division shall determine the times that they begin and end. The approximate six-month time frame shall be commensurate with fiscal years not calendar years. Funding for the wildland seasonal firefighting force shall be in accordance with Attachment I – Funding.
4. Division and Districts will each provide its own equipment and personnel to fulfill their respective duties under this agreement unless otherwise provided herein. There will not be joint acquisition or joint ownership of any property used in the fulfillment of the obligations contained in this agreement. At the termination of this agreement, all real and personal property owned by either the Division or Districts, shall remain under the same ownership. The Division shall insure all Division fire apparatus and the Districts shall insure all of the Districts apparatus and facilities.
5. The Districts shall dispatch incidents in the 473 District when the Douglas County Communications Center (DCCC) receives the initial report. Wildland fires, after initial tone out by Districts will be transferred to Minden Dispatch and assigned a Division command and tactical frequency. Communications shall be addressed as outlined in Attachment II – Fire Prevention and Communications. Sierra Front Interagency Communications Center (SFICC) will be the single point ordering location for all wildland fires within the Sierra Forest Fire Protection District.

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6. On all alarms that either the Division or the Districts assists the other, it will furnish the benefiting agency with a preliminary report within 21 working days after the incident is terminated. Reimbursable incidents will have a 60 day preliminary reporting deadline. Payments by the responsible agency will be made within 120 days of the incident.
7. The Division and the Districts will advise the other agency of wildland fires that have extended or are expected to extend beyond the capabilities of initial attack forces and/or is a potential extended attack fire. If necessary, Mutual Aid Agreements will be used to insure adequate resources are requested to assist with suppression efforts.
8. The NDF Duty Officer or Duty Battalion Chief and EFFPD Duty Chiefs and Battalion Chiefs shall determine NDF response levels to incidents within the NDF jurisdiction which are adjacent to the EFFPD when NDF seasonals are off duty, are out of the area, or at times out of fire season. The districts will bill the NDF for all wildland fire response which exceeds first alarm initial attack resources during periods when the NDF is not staffed to provide initial attack out of the recognized fire season (generally May through October). Reimbursement rates will be those charged by the NDF to the USFS under current agreements between the two agencies. To the best of their ability, the Division will coordinate its availability of seasonal resources with those of the USFS and the EFFPD within Douglas County during the fire season.
9. The Districts shall maintain operational, administrative, and fiscal control of the Jacks Valley Volunteer Fire Department and the Sheridan Volunteer Fire Department. The volunteers shall be integrated into the East Fork Volunteer system. Volunteers shall be eligible for all benefits and be under all requirements of East Fork Volunteers. This shall include but not be limited to receiving required physical examinations, industrial insurance coverage, incentive program, training and funding for operations based on adopted budgets. Volunteers shall be subject to all EFFPD requirements, policies, and procedures necessary to be active volunteers. EFFPD will oversee volunteer activities, funding and operations. The Districts shall provide medical equipment, supplies and structure and wildland fire personal protective equipment (PPE) and other equipment to Jacks Valley Fire Volunteer Department and Sheridan Volunteer Fire Department members and other volunteers. Use and staffing of Districts volunteers and volunteer stations shall be as provided for in Attachment V.
10. Neither agency will be responsible for equipping another's apparatus in any manner, unless agreed upon by each agency. All Districts and Division equipment must be identified as part of an inventory at the commensuration of this agreement annually, unless agreed upon by each agency. The allocation of equipment shall be in accordance with Attachment III – Fire Apparatus and Equipment.
11. The Division shall use the facilities as needed and agreed upon by the Districts for seasonal wildland firefighting operations. The use of facilities and equipment shall be in accordance with Attachment IV – Facilities.
12. All personnel, career, and volunteer will follow the protocols as established and approved by the Districts while performing duties within the authority of the Districts. All Personnel, career and volunteer will follow the protocols as established and approved by the Division while performing duties within the authority of the Division.

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13. All personnel, career and volunteer, will use the Districts' Accountability system while responding to and working at incidents within the boundaries of the Districts. The Districts will provide the necessary accountability cards and training of the use of the system to Division personnel. The Division will accommodate the accountability cards used by the Districts at working incidents within the boundaries of the Division.
14. The Districts Fire Chief and Division's Regional Forester may take appropriate actions as may be necessary to complete the transfer of duties and responsibilities outlined in this operating agreement.

Either party may terminate this operating agreement as specified in Part One, Paragraph Three, of the interlocal Contract between the Sierra Forest Fire Protection District and the East Fork Fire and Paramedic Districts. Changes to this operating agreement may be made, at any time, by mutual consent and agreement of the parties.

Attachment I - Funding

FUNDING

Operational Funding

1. Funding for fire and emergency services in the Sierra Forest Fire Protection District (SFFPD), Douglas County shall be provided through the levy of property taxes, state consolidated tax revenues, interest, fees and charges and fund balances, reserves and other miscellaneous revenues as may be collected within the SFFPD or as appropriated by the East Fork Fire and Paramedic Districts, the Douglas County Board of Commissioners or the Nevada Division of Forestry. This shall constitute the full funding for all fire and emergency services provided within the SFFPD.
2. Douglas County shall provide all necessary accounting and other fiscal controls to manage the fiscal needs of the SFFPD and the Division of Forestry will provide all necessary accounting and other fiscal controls to manage the needs of the Division's operation in the SFFPD in consultation with the Douglas County Comptroller.
3. The Division will prepare a budget each year as outlined in NRS 473.050 and based on the needs of the Division for the approval of the Sierra Forest Fire Protection District Board of Directors, aka Douglas County Board of Commissioners.
4. The Districts will prepare a budget each year as outlined in NRS 474.190 and based on the needs of the Districts for the approval of the East Fork Fire and Paramedic Districts Board of Directors.
5. Funding and staffing for the 2004 wildland fire season (May 2004–October 2004) shall be provided by the Division. Extension or reduction to the specified time may be modified as necessary to meet the needs of the fire season.
6. Funding for necessary personnel, equipment and personal protective equipment (PPE), management oversight and supervision to be provided by Nevada Division of Forestry (NDF) for the first two months of the 2004 fire season, (May and June 2004) as provided through the approved SFFPD budget for the FY 2003/04 fiscal year.
7. Annual program funding requests shall be prepared by NDF staff in consultation with the East Fork District staff to be incorporated into the budget submitted by the Division. The program will generally include seasonal firefighters, shared management positions assigned and allocated to the program, equipment, apparatus, PPE, and related expenses. Budgets will be developed to meet the time frames required by Douglas County.
8. The Division in preparing budgets for the State Legislature may include a two-year budget to coincide with the biennium budgets as approved by the State.

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Attachment II – Fire Prevention & Communications

FIRE PREVENTION

The East Fork Fire and Paramedic District (EFFPD) shall assume the responsibility of all non-wildland fire prevention from the Division for the Sierra Fire Protection District in Douglas County. The Division of Forestry will maintain responsibility for Wildland fire prevention, education, fuels reduction and wildland fire investigation within the SFFPD. The following fire prevention activities will be assumed:

Fire and Life Safety Plan Reviews for all Commercial Construction

The Division and the State shall grant the EFFPD the authority to provide all fire life safety commercial plan reviews. The EFFPD will enter into an inter-local agreement with the Nevada State Fire Marshal's office to provide all necessary fire life safety plan reviews. A copy of the EFFPD and Nevada State Fire Marshal inter-local agreement shall be provided to the Division. The inter-local agreement between EFFPD and the State shall be amended to allow EFFPD to conduct all commercial, residential or other necessary plan reviews. The EFFPD will enforce all state, local and uniform code requirements as required in the duties of reviewing plans for fire life safety compliance. All projects that have been reviewed and approved for construction previous to the transition will be inspected as such.

The Division will be advised and notified in writing on a quarterly basis of new construction approvals (certificate of occupancy), Plan Reviews, and Fire Prevention Inspections conducted by the Districts.

Review of New Streets, Subdivisions and or Projects

Upon request, the Fire Prevention Bureaus of each party shall conduct joint reviews of significant projects in the urban interface areas as requested by the Division or Districts. The Division and the Districts agree to assist each other with fire investigations on request by the agency having jurisdiction.

The EFFPD shall review and approve all new proposed streets, subdivisions, and housing and commercial project improvements within the Division's boundaries of Douglas County. The Districts' shall work with the Division and its professional foresters in reviewing projects within timber and forest designated areas to ensure compliance with NRS 528.082-083. Written approval from the Division shall be obtained prior to approving any project within a designated timber or forest area. Each new project shall be reviewed using state and local requirements for improvements.

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Fire Investigations

The Division will be responsible for the investigation of all wildland fires that occur within the existing boundaries of the Division. The EFFPD shall have the authority to conduct fire investigations on all non-wildland fires that occur within the Division's boundaries of Douglas County. The EFFPD will be responsible for all other investigations including structure fires, vehicle fires, hazmat, and miscellaneous investigations. The Division will be notified immediately and kept advised of any loss of life or property.

Fire Prevention Education

The Division and Districts will meet bi-annually to schedule non-wildland fire prevention programs and school drills. Non-wildland fire prevention education for the general public and educational institutions will be the responsibility of the EFFPD. The Division will maintain responsibility for wildland fire education within the SFFPD. The District will provide supplies and personnel for events that take place publicly and in the schools within the Division's boundaries of Douglas County for all non-wildland fire prevention activities. The Division will provide supplies and personnel for events that take place publicly and in the school within the Division's boundaries of Douglas County for all wildland fire prevention.

Fire Life Safety Inspections of all New Construction

The EFFPD will provide personnel to conduct fire life safety inspections of all new construction to ensure code compliance on all projects within the Division's boundaries of Douglas County. The Districts will notify the Division of the scheduled inspections.

Fire Life Safety Inspections of Commercial Occupancies

The EFFPD will provide personnel to conduct routine fire life safety inspections on all commercial occupancies within the Division's boundaries of Douglas County. The Districts will notify the Division of the inspections completed on a quarterly basis.

Annual Reporting

The EFFPD will provide an annual report to the Division regarding the number of plan reviews, inspections, fire prevention programs and other similar information. The report will be prepared and available for submission to the Division on or before July 1 of each year.

Regulation of Open Burning

The EFFPD will expand its current open burning program to include the Division's boundaries within Douglas County. Open burning will be conducted with the approval of

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the Nevada Division of Environmental Protection /Air Quality and the Nevada State Forester declaring the beginning and end of fire season. Either the EFFPD or the Division will inspect all burn sites within the SFFPD before issuing a burn permit.

Juvenile Fire Setter Counseling

The EFFPD currently provides juvenile fire setter counseling and assistance. EFFPD will provide the same counseling and assistance to any juvenile within the Division's boundaries of Douglas County. The Districts will notify the Division of juvenile fire setters.

Knox Key Box Program

The EFFPD will oversee the Knox Box rapid key entry program for all commercial buildings located within the Division's boundaries of Douglas County. All gated subdivisions or projects in the joint area between the EFFPD and the Division will be dual keyed for rapid entry in the event of a wildland fire in these areas.

COMMUNICATIONS

1. In the Douglas County areas, all initial dispatching will be done via the Douglas County Communications Center (DCCC). Except that NDF seasonal personnel will be dispatched only by SFICC/NDF.
2. The Sierra Front Interagency Communications Center (SFICC) will be notified by telephone immediately after initial tone out when the alarm involves a wildland fire in or near the NDF wildland areas.
3. Initially, incidents will be managed on frequencies assigned by DCCC. When a fire is to be managed by NDF, frequencies will be assigned by SFICC and/or the NDF incident commander when transfer of command takes place. Units assigned to that incident will switch to the assigned frequencies at that time. Units responding to the incident will switch to the assigned frequencies as directed by their respective dispatch centers. All incident communications shall be conducted on the frequency of the agency having jurisdiction or as assigned by the requesting agency.
4. All dispatching for the Sheridan VFD (Station 8) and Jack's Valley VFD (Station 15) will be provided by DCCC. The only exception will be as described by #3.
5. EFFPD will provide all personal communications equipment to the VFD members of Station 8 & 15.
6. NDF apparatus that is stationed at Station 15 for the use of the VFD shall have communications equipment provided by NDF. This equipment will be capable of

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operating on EFFPD and NDF frequencies. EFFPD apparatus will be capable of communicating on NDF frequencies.

7. The primary responsibility for incident record keeping will rest with the agency that has command when an incident is terminated, or as otherwise decided by both respective duty chiefs during or after an incident.
8. The Division and Districts agree that each may maintain and operate mobile radios on the other's frequencies when interagency communications is required.
9. The respective dispatch centers are responsible to contact the other center immediately by telephone or radio when emergency responses are dictated by the specific terms of this agreement.
10. NDF dispatchers shall notify the Douglas County Communications Center when seasonal resources are moved out of the EFFPD response area. This shall apply for both emergency and non-emergency purposes. The dispatching of NDF seasonals to non-NDF alarms shall be by Sierra Front Interagency Communications Center. This shall include areas within the East Fork Fire and Paramedic Districts, and only upon a request by the East Fork Fire and Paramedic Districts' Duty Chief or Battalion Chief.

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Attachment III – Fire Apparatus & Equipment

FIRE APPARATUS AND EQUIPMENT

Station 15/ Alpine View Estates

1. The Division currently has one piece of fire apparatus in this facility. The following apparatus shall be loaned to the EFFPD and covered by a separate use agreement:
 - A. Engine 15 (East Fork ID Number) a 1979 Seagraves 1000 gpm pumper.
2. Brush 121, (NDF ID Number) a 1996 Master Body, a Type III Engine will be housed during operation periods at Station 15 (East Fork Station Number) and will be staffed by the Division's seasonal personnel. The Division will insure and provide all required maintenance/repairs to this vehicle. Costs associated with the use of Division vehicles by EFFPD and volunteers shall be covered by a Use Agreement.

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Attachment III – Fire Apparatus & Equipment

Assignment and Management of Additional Apparatus and Equipment

1. The Division will provide Brush 121, (NDF ID Number) a 1996 Master Body Type III Engine and wildland fire suppression crews that will be located at East Fork Fire Station 15.
2. Each piece of fire apparatus assigned to East Fork Fire Station 15 from the Division shall be covered by a Use Agreement between the Division and the EFFPD. The Division will provide all required maintenance, repairs and insurance on Brush 121, stationed at Station 15. The Districts will provide all required maintenance, repairs and insurance on Engine 15 at Station 15.
3. Each piece of fire apparatus shall be equipped with the current equipment as inventoried on March 13, 2002. The EFFPD will assume all equipment on each piece of apparatus and supply equipment within each station. The EFFPD will provide any and all maintenance to equipment; i.e., SCBA's, float-a-pumps, chainsaws etc.
4. Each piece of fire apparatus at East Fork Station 15 that is the property of EFFPD shall be identified with EFFPD markings. All equipment on loan to EFFPD will maintain the original NDF colors and identifications unless otherwise covered in the Use Agreement. All apparatus on loan will be assigned an EFFPD designation number to match the station from which it is based.
5. The Division will continue to use two support/command vehicles listed as Sierra Forest Fire Protection District/Douglas County assets for the term of the agreement and/or over the service use expectance of the vehicles, which ever may come first. Upon the declaration of surplus, each vehicle will be transferred in ownership to the Districts for disposal in the Douglas County Surplus Auction. Any and all funds received via the auction process shall be deposited and accounted for within the districts budgets as auction revenue. These two vehicles are identified a follows:
 - A. 1998 GMC 4x4 Sports Utility (Ex 34839)
 - B. 1995 Chevrolet 4x4 ¾ ton pickup (Ex 30462)

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Attachment IV – Facilities

FACILITIES

1. The facilities located within the SFFPD boundaries of Douglas County include two fire stations, one currently owned by Douglas County and the other owned by the East Fork Fire and Paramedic Districts. Improvements to the two fire stations have been made from monies collected in Douglas County. The two stations are as noted:

Indian Hills Station (East Fork Fire Station 12; owned by Douglas County)
3463 Princeton Way
APN # 1420-07-717-013

Jacks Valley/Alpine View Estates (East Fork Fire Station 15; owned by the East Fork Fire and Paramedic Districts)
3450 Jacks Valley Rd.
APN # 1419-11-002-040

2. The ownership of each station shall remain with Douglas County and/or the East Fork Fire Protection District.
3. The EFFPD shall provide all maintenance, improvements and funding to care for each station.
4. The EFFPD shall assume the responsibility of all utility services associated with each facility, such as phone, water, trash collection and gas. The EFFPD shall be responsible for maintaining property insurance on each facility as long as each facility is occupied by the EFFPD.
5. The EFFPD will provide working space and vehicle storage space for one piece of fire apparatus for the Divisions seasonal program at the Jacks Valley Station (East Fork Fire Station 15). Use of this space will be covered by a use agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby on this 15th day of November.

EAST FORK FIRE AND PARAMEDIC DISTRICTS

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

By: Kelly D. Kite
Kelly D. Kite Chairman
East Fork Fire and Paramedic Districts

By: Michael Turnipseed P.E.
Mike Turnipseed, Director
Department of Conservation and Natural Resources

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

By: Steve Robinson DEPUTY FOR
Steve Robinson, State Forester
Nevada Division of Forestry

SIERRA FOREST FIRE PROTECTION DISTRICT DOUGLAS COUNTY

By: Tim Rochelle
Tim Rochelle, Western Regional Manager
Nevada Division of Forestry

By: Kelly D. Kite
Kelly D. Kite, Chairman
Sierra Forest Fire Protection District

By: Carol English
Carol English, ASOHI
Nevada Division of Forestry

ATTEST:

APPROVED BY BOARD OF EXAMINERS

By: Barbara J. Reed
Barbara J. Reed
Douglas County Clerk

BY: [Signature] DEPUTY
Signature - Board of Examiners

Approved as to form:

Approved as to form:

By: [Signature]
Mike McCormick, Douglas County
Deputy District Attorney

By: George Taylor
George Taylor
Deputy Attorney General

COPY

SEAL

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 12, 2004
B. REED Clerk of the 9th Judicial District Court
of the State of Nebraska, in and for the County of Douglas.

By [Signature] Deputy

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