

NK

DOC # 0635076
01/24/2005 02:41 PM Deputy: KLJ
OFFICIAL RECORD
Requested By:
D C/E F F P D

Assessor's Parcel Number: N/A

Date: JANUARY 21, 2005

Recording Requested By:

✓

Name: LISA OWEN/EFFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 7 Fee: 0.00
BK-0105 PG- 8077 RPIT: 0.00



CONTRACT #2005.019

(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.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

**Department of Public Safety
Division of the State Fire Marshal
107 Jacobsen Way, Carson City, Nevada 89711**

and

**East Fork Fire and Paramedic District (EFFPD)
P.O. Box 218
1594 Esmeralda
Minden, Nevada 89423
(775) 782-9040 Fax (775) 782-9043**

Barbara Reed

BARBARA REED
DEPT. DIRECTOR

2005 JAN 21 PM 3:48

NO. 2005.019

FILED

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
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.
3. **CONTRACT TERM.** This Contract shall be effective upon approval to December 2009, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), 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 consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **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 given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:



ATTACHMENT A: SCOPE OF WORK

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

8. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** 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 related 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, with at least 24 hours notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, 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 the Inspector General, or any of their authorized representatives.

c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. 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 and/or to complete any administrative and judicial litigation which may ensue.

9. **BREACH; REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

10. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

12. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.



13. 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.

14. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

15. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

16. 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.

17. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

18. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

19. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

20. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

21. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

22. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are 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 hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent 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 same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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

Kelly D. [Signature] 12/22/04
East Fork Fire and Paramedic District (EFFPD) Date

Doyle G. Sulton 1/04/05
Doyle Sulton, State Fire Marshal Date

George Togliatti 1/5/05
George Togliatti, Director of Public Safety Date

Approved as to form by: _____ Date
Mike Soms 1/5/05
Mike Soms, Deputy Attorney General Date
for Attorney General, State of Nevada



ATTACHMENT "A"

East Fork Fire and Paramedic Districts (hereinafter East Fork) shall perform plan review for all occupancy groups appearing within the 2003 Edition of the International Building Code (IBC) within their joint jurisdictional boundaries which are a matter of record with the Douglas County Assessor's Office, with the expressed exclusion of: State owned, leased or licensed buildings including schools operated under the University of Nevada or community college system; construction of new schools operated by the Douglas County School District or private entities or modifications thereof; of licensed day care facilities; hospitals and surgery centers; assisted living centers and convalescent hospitals; and State Parks.

East Forks' jurisdiction for said occupancies as appearing within the 2003 IBC shall cover the Plans Examination for new construction, remodel and field inspection of same either for new construction or remodel leading to the issuance of a Certificate of Occupancy in accord with the Douglas County Building Department.

East Forks' jurisdiction shall extend to the investigation of both structural and wildland fires, explosions, fire-related fatalities and hazardous material incidents that occur within its' boundaries or boundaries modified by interlocal agreements or mutual aid agreements.

All signatories to this agreement shall utilize the codes adopted by the Office of the State Fire Marshal as stated in the Nevada Administrative Code (NAC) 477.281 and as amended by NAC 477.283, and any further relevant codes as adopted by Douglas County Ordinance, but never less than those established by the Nevada State Fire Marshal's Office under the Nevada Revised Statutes.

East Fork plans examination and inspection of Fire Sprinkler Systems must be conducted pursuant to NFPA 13 regarding contractors material and test certificate for above ground and under ground piping forms or the most recent updated version of said forms.

East Fork plans examination and inspection of Fire Extinguishing Systems will be conducted pursuant to NFPA standards.

East Fork plans examination and inspection of Fire Alarm Systems will be conducted pursuant to NFPA standards.

East Fork is authorized to charge and retain such fees as East Forks Board of Fire Commissioners' may adopt for the plan reviews and field inspections performed in accord with this Interlocal Contract.

East Fork is prohibited from granting waivers of the Fire Marshal's regulations. All requests for variances of the State Fire Marshal's regulations must be reviewed and approved by both East Fork and the State Fire Marshal.



The State Fire Marshal shall routinely inspect all licensed day care facilities, hospitals and surgery centers, assisted living centers and convalescent hospitals and board and care facilities operating within the boundaries of East Fork. Any deficiencies must be immediately reported to the East Fork Fire Chief.

The State Fire Marshal acknowledges and recognizes that the qualifications for a Fire Inspector are certification by the International Code Council of Fire Inspector I, and that the qualifications for a Plans Examiner are certification by the International Code Council for Plans Examination.

The State Fire Marshal and East Fork shall work together to resolve any conflicting code interpretations. However, in the event of a conflicting interpretation, the state fire marshal shall be the final administrative authority.

Both the State Fire Marshal's Office and East Fork must abide by the applicable regulations stated in the Nevada Administrative Code Chapter 477.288.

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: January 21, 2005
B. Reed, Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol D. Mullock Deputy

