

OFFICIAL RECORD

Requested By:

DC/COUNTY MANAGERS OFFICE

Assessor's Parcel Number: N/A

Date: APRIL 23, 2008

Recording Requested By:

Name: COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 8 Fee: 0.00
BK-0408 PG-6038 RPTT: 0.00



CONTRACT #2008.087

(Title of Document)

FILED

NO. 2008.087

INTERLOCAL CONTRACT

2008 APR 22 PM 3:08

This agreement is made by and between Douglas County (County) and
the Tahoe-Douglas Fire Protection District (District).

BARBARA J. GRIFFIN
CLERK

[Signature]

Recitals

The parties are public agencies under NRS 277.100. 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 are authorized by law to perform.

Each party is authorized by the laws of this state to perform or undertake the function of providing fire protection and fire protection equipment.

NRS 277.180(2)(d) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire.

Douglas County owns property situated in Douglas County, Nevada, identified as APN 1318-24-601-004 and being more fully described on Exhibit A, attached and incorporated by this reference.

The District needs to locate a temporary site for a temporary Fuels Reduction Headquarters consisting of an office trailer for their personnel, storage containers, and a place to park equipment from April 2008 to December 2011, or until room at their Round Hill Station 3 becomes available.

The County owns forty-seven (47) parcels within the District, totaling 204 acres, the vast majority of which are in need of fuels reduction treatment.



The County and the District realize that fuels reduction must be accomplished on both public and private property, and that entering into an agreement that provides for the treatment of county owned properties in exchange for the use of a location from which to conduct fuels reduction work benefits the County, the District, and the public good.

Agreement

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

The District agrees:

1. The District agrees to use the concrete slab on the property belonging to Douglas County as shown on Exhibit A. If any modifications to the site are necessary for the District's use, after approval by the County of the proposed modifications, the District agrees to make the modifications at their cost. The District agrees to leave the site in its original condition. The District acknowledges that there is a capped dumpsite on the County's parcel and agrees not to disturb that area. The District further agrees that it assumes all risk of disturbance of the existing cap as a result of any of its activities, including officers, employees, agents, contractors, subcontractors or utility companies, and specifically agrees to accept the cost of all regulatory, remediation, and monitoring costs associated with any disturbance of or damage to the cap and with the assertion of any regulatory authority during or after its use of the property that is attributable in whole or in part to the activities of the District during or after the expiration of this contract. The District further agrees to indemnify the County as provided in paragraph 7.

2. The District agrees to pay for any and all utility hookups and pay the full cost of the utilities during their use of the site.

3. The District agrees to apply for, pay for, and receive approval for any necessary permits from TRPA, the County, or any other agency with jurisdiction before beginning the temporary use of the site and during the use of the site.

4. The District agrees to provide the County with fuels reduction services for the duration of this agreement. The District has applied for a grant to initially treat twenty (20) acres of County owned property designated by the County. In the event that the District fails to secure grant funding, the District agrees to treat, at its expense, approximately six (6) acres of County owned property, designated by the County, per year of this agreement.

5. The District may request an extension of this agreement for up to one year by providing written notice of its intent to extend at least thirty days before November 1, 2011

The County agrees:

6. Douglas County agrees to the District using the site without rent from April 1, 2008, to December 31, 2011, with an option to extend one year.

It is mutually agreed:

7. This agreement will become effective only after it has been ratified by official action of the governing bodies of the each party.

8. Regardless of the coverage provided by any insurance and regardless of any provisions of NRS ch. 41 which the District waives against the County for the purposes of this agreement, the District agrees to indemnify and save and hold the



County, its agents, officers and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by the District or the District's officers, agents employees, contractors, subcontractors or utility companies. The District hereby indemnifies and shall defend and hold harmless the County, its officials, employees, and authorized representatives and their employees from and against any and all suits, actions, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, including those arising out of injury to or death of the District's employees, whether arising before or after completion of this contract and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of the District or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. The District's indemnity, defense, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the party indemnified to the fullest extent permitted by under this agreement, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

9. The laws of the State of Nevada apply in interpreting and construing this agreement.

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

11. This agreement constitutes the full and final agreement between the parties and will not be modified except in writing and signed by both parties.

12. All written notices under this agreement will be delivered to the following officials at the addresses stated:

County Manager
Post Office Box 218 Minden, Nevada 89423

Battalion Chief Mark Novak
Tahoe-Douglas Fire Protection District
P.O. Box 919 Zephyr Cove, NV 89448

13. This agreement may not be assigned except by writing signed by both parties and is binding upon and will inure to the benefit of the parties' respective successors and assigns.

14. This agreement may be terminated by either party on 60 days written notice, by mutual agreement of the parties, or when it lapses by its terms.

Douglas County

By: *[Signature]*
Chairman

Tahoe Douglas Fire District

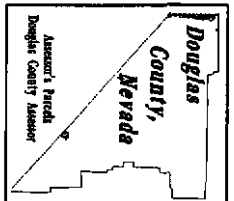
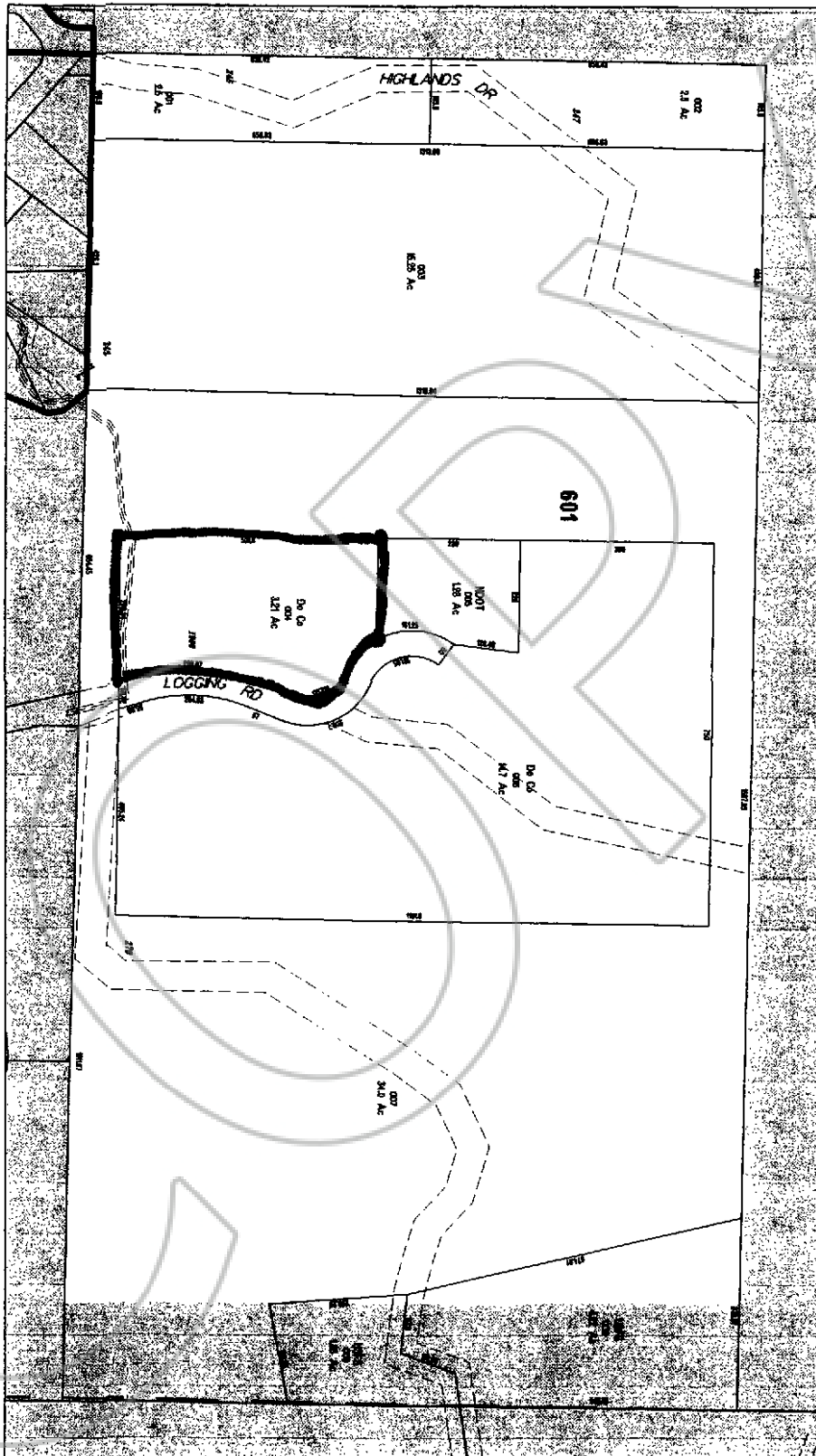
By: *[Signature]*
Chairman

Approved as to form:

By: *[Signature]*
Deputy District Attorney

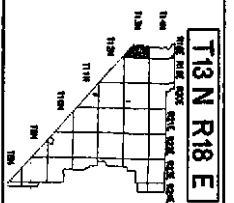
Exhibit A

NOTE: This map is prepared for the use of Douglas County Assessor, for assessment and illustrative purposes only. It does not represent survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.



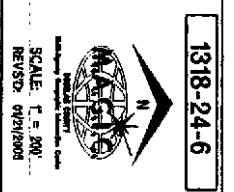
Map Legend

	Parcel Boundary		Subd Boundary
	Easements		Town Boundary
	Township/Range/Section		Open Space/Conserv. Eas.
	Receiving Area		Parcel Number
	Parcel Sub/Seq Number		Parcel Acreage
	Parcel Block Number		Parcel Lot Number
	Parcel Address		



6	5	4	3	2	1
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36

1	5
2	7
3	
4	
6	



APN# 1318-24-601-004

COPY

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 23, 2008

[Signature] Clerk of the [Signature] Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy



BK- 0408
PG- 6045