

DOC # 0752372  
10/19/2009 09:38 AM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
DC/CLERKS OFFICE

Assessor's Parcel Number: N/A

Date: OCTOBER 16, 2009

Recording Requested By:

Name: CAROL, CLERK'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: 0.00  
BK-1009 PG- 3448 RPTT: 0.00



CONTRACT #2009.290

(Title of Document)



FILED

NO. 2009.290

**INTERLOCAL CONTRACT**

2009 OCT 16 AM 10:10

This Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada, and the East Fork Fire and Paramedic Districts (EFFPD), a jointly operated district organized under the provisions of NRS ch. 318 and NRS ch. 474 on October 15, 2009.

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**RECITALS**

WHEREAS, the Parties are public agencies under NRS 277.100 and 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 is authorized by law to perform; and

WHEREAS, each Party is authorized by the laws of Nevada to perform or undertake numerous governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County makes support services, provided through its various departments, available to the EFFPD, which allows the EFFPD to keep staffing, equipment, and facilities at the existing level; and

WHEREAS, by entering into this Agreement the County and the EFFPD intend to formalize this arrangement of the provision of the County's indirect and direct support services to the EFFPD, to provide for adequate cost recovery to the County for services provided to the EFFPD, and to provide more effective and efficient governmental services to the citizens of the EFFPD and the County;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. The term of this Agreement shall commence upon approval of this Agreement by the governing boards of both Parties and shall continue for a period of five years, unless sooner terminated in accordance with ¶ 4 or ¶ 5 or unless renewed in accordance with ¶ 6.

2. Numerous County offices and departments, including but not limited to the following, may currently provide direct or indirect services to the EFFPD:

- |                           |                            |
|---------------------------|----------------------------|
| County Commissioners      | Comptroller's Office       |
| County Clerk's Office     | County Manager's Office    |
| Human Resources           | District Attorney's Office |
| Building Services         | Technology Services        |
| Recorder's Office         | General Services           |
| County Treasurer's Office | Purchasing                 |
| 911 Emergency Services    |                            |

As other departments are identified in the County Cost Identification and Recovery Plan as either providing or not providing direct or indirect services to the EFFPD, they shall be deemed to be added or subtracted from this non-inclusive listing.

3. The EFFPD agrees to pay for the cost of the indirect and direct services provided by the County in accordance with the Cost Identification and Recovery Plan adopted by the Board of County Commissioners for each year in which this Agreement is in effect. In return, the County agrees to provide those services within the parameters of this Agreement.

4. Either Party, without cause, may terminate this Agreement upon one hundred twenty days written notice to the other Party. The notice of termination may provide for termination of some or all of the office or department services provide to the EFFPD. If only some of the office or department services are to be terminated, the other Party may elect to provide notice of termination of any or all remaining services provided to the EFFPD. In addition, the notice of termination may provide for termination of some or all of the services provided by a particular office or department. If only some of the services provided by a particular office or department are to be terminated, the other

Party may elect to provide notice of termination of any or all remaining services provided by the particular office or department.

5. This Agreement shall automatically terminate upon dissolution, merger or consolidation of the District.

6. This Agreement shall automatically be extended for an additional five year term unless either Party, at least thirty days prior to the expiration of the initial five year term, notifies the other Party in writing of its decision to not renew the Agreement for an additional five year term.

7. With respect to the provision of Human Resources services, EFFPD has adopted and shall follow all County Personnel Ordinances, Personnel Policies and Procedures, and practices and interpretations of the County Human Resources Division.

8. The County Manager is expressly delegated the authority by the Douglas County Board of County Commissioners to implement, administer, renew, and terminate this Agreement.

9. Each respective Party agrees to indemnify and hold harmless the other Party, to the extent provided by law, including, but not limited to, NRS ch. 41, from and against any liability arising out of the performance of the Agreement proximately caused by any act or omission of its own officers, agents, and employees.

10. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

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

12. This Agreement constitutes the full and final agreement between the Parties and shall not be modified except in writing and signed by both Parties.

13. All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

County Manager  
Post Office Box 218  
Minden, Nevada 89423

Chief, East Fork Fire &  
Paramedic Districts  
Post Office Box 218  
Minden, Nevada 89423

14. This Agreement may not be assigned except by writing signed by both Parties and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOUGLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS

EAST FORK FIRE AND PARAMEDIC  
DISTRICTS BOARD OF  
COMMISSIONERS

By: Nancy McDermid 10/15/09  
Nancy McDermid, Chair (Date)

By: Nancy McDermid 10/15/09  
Nancy McDermid, Chair (Date)

Approved as to form:

By: Joseph L. Wood  
Deputy District Attorney

**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: Oct 16 2009  
Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By: Chris Mullock Deputy