

Assessor's Parcel Number: N/A

Date: APRIL 14, 2016

Recording Requested By:

Name: CHRISTINE VULETICH, FINANCE  
& LISA OWEN, EFPD

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

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

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

INTERLOCAL AGREEMENT #2016.071

(Title of Document)

FILED  
NO. 2016.071  
2016 APR 13 PM 3:28  
DOUGLAS COUNTY,  
CLERK  
BY [Signature] DEPUTY

**INTERLOCAL AGREEMENT  
BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
THE EAST FORK FIRE PROTECTION DISTRICT  
FOR  
COST RECOVERED SERVICES**

This Inter-local Agreement for Cost Allocated Services (the "Agreement") is entered between Douglas County, a political subdivision of the State of Nevada ("County"), and the East Fork Fire Protection District ("East Fork" or "District"). County and East Fork are at times collectively referred to herein as the "Parties" or individually as a "Party."

**WHEREAS**, Nevada Revised Statute Section 277.180 (1) allows public agencies to contract with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform; and

**WHEREAS**, Douglas County and East Fork are public agencies as defined in Nevada Revised Statutes Section 277.100; 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 currently has the necessary departments and staff trained and employed to support and provide specific services needed by East Fork; and

**WHEREAS**, County and East Fork believe it will be mutually beneficial and cost effective at this time for the County to provide specific services to East Fork.

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

- 1. Term of Agreement.** The term of this Agreement shall be from July 1, 2016, to June 30, 2017, inclusive, unless terminated earlier in accordance with the provisions contained herein, and is not subject to automatic or perpetual renewal.
- 2. Termination of Prior Agreement(s).** The Parties mutually agree that any prior agreement(s) related to Cost Allocated Services between the Parties are hereby rescinded and of no further legal effect as of June 30, 2016.

3. **Services to be Recovered.** County will provide the following direct or indirect services to East Fork as defined in the 2014-15 Cost Allocation and Recovery Plan as prepared by Mahoney Associates Consulting, LLC (the “Recovery Plan”) and as prepared and updated in 2016.

General Services	County Clerk
County Administration	County Treasurer
Human Resources (Under MOU)	Records Management
Finance (Under MOU)	GIS/IT Risk Management
Customer Service/Technology Services	

4. **Services to be excluded:** Effective July 1, 2016, East Fork will assume direct responsibility for Human Resources services and Financial Services, with the exception of those services stipulated in Memorandums of Understanding (MOU’s) which are included as attachments to the agreement, identified as Exhibit B and C respectively. The County will work cooperatively with East Fork to successfully share and/or transfer the responsibilities prior to the official transition date(s). Additionally, the County is prohibited from assessing or imposing any additional special charges during any current fiscal year that may result from this transition of services, unless mutually agreed upon in writing by both parties.
5. **Payment for Services.** East Fork agrees to pay for the cost of the indirect and direct services provided by the County to East Fork in accordance with the Recovery Plan and Memorandum(s) of Understanding. Increases or decreases in costs will be calculated each fiscal year in accordance with the accepted practices and methodology developed by Mahoney Associates Consulting, LLC in use at the time this Agreement becomes effective and for the life of this Agreement. If there is a change in the methodology or accepted practice to calculate annual increase/decreases, this agreement will become null and void. County is obligated to notify East Fork of such changes or proposed changes in methodology. East Fork will make equal payments to the County on a quarterly basis. The Recovery Plan Summary of Charges for East Fork for Fiscal Year 2016-17 is attached as Exhibit “A.”
6. **Data and Process Review.** The County and/or their consultant(s) will review with East Fork the data that was used to calculate the costs of indirect services prior to the completion of the annual Cost Allocation Plan, thus allowing East Fork to evaluate the cost effectiveness of each service provided, to validate the appropriateness of services being provided and/or received, and to verify the data being used.
7. **Termination of Agreement.** Either Party may, without cause, terminate this Agreement upon at least thirty (30) days advance written notice to the other Party. The notice of termination may provide for the termination of some or all of the direct or indirect

services provided to East Fork. If only some of the services are to be terminated, the County may elect to provide notice of termination of any or all remaining services provided to East Fork. In addition, the notice of termination may provide for the termination of some or all of the services provided by a particular County 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.

In the event of a notice of termination, the associated and agreed costs of that service or services shall be prorated based upon the cost(s) per month of the service(s) and at such time the District will not be responsible for the balance(s) due under this agreement and/or as stipulated in Memorandum(s) of Understanding included as exhibits to this agreement.

8. **County Authority.** The County Manager is expressly delegated the authority by the Douglas County Commission to implement and administer this agreement and to recommend to the County Board of Commissioners to renew, propose changes, amend, and/or terminate in part or whole this Agreement.
9. **District Authority.** The District Fire Chief is expressly delegated the authority by the East Fork Board of Fire Commissioners to implement and administer this agreement and to recommend to the East Fork Board of Fire Commissioner to renew, propose changes, amend, and/or terminate in part or whole this Agreement.
10. **Entire Contract - Partial Invalidity.** This Agreement constitutes the entire understanding and agreement between the Parties and may not be amended except by an instrument in writing signed by County and East Fork. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions.
11. **Construction of Contract.** This Agreement shall be construed and interpreted according to the laws of the State of Nevada and will be reasonably construed to effectuate the intent of both Parties. The Parties agree that the Ninth Judicial District Court, in and for the County of Douglas, State of Nevada, will be the forum for any litigation arising from or relating to this Agreement. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.
12. **Insurance.** Both Parties will procure and maintain such insurance as is required by applicable federal and state law and as is appropriate and reasonable to cover its staff, equipment, vehicles and property, including, without limitation, comprehensive general liability insurance, automobile insurance and public officials' errors and omissions insurance.

13. **Notice.** Any notices required under the terms of this Agreement shall be made by either U.S. mail or by hand delivery to the following:

Douglas County Board of Commissioners  
c/o Douglas County Manager  
P.O. Box 218  
Minden, NV 89423

East Fork Board of Fire Commissioners  
c/o District Fire Chief  
1694 County Road  
Minden, NV 89423

**IN WITNESS WHEREOF**, the Parties hereto have caused this Inter-local Agreement for Cost Allocated Services to be executed.

***On Behalf of East Fork Board of Fire Commissioners:***

Dated this 7<sup>th</sup> day of April, 2016.

By:   
Doug N. Johnson, Chairman

***On Behalf of Douglas County:***

Dated this 7<sup>th</sup> day of April, 2016.

By:   
Doug N. Johnson, Chairman  
Douglas County Board of Commissioners

ATTEST:   
Kathy Lewis, Douglas County Clerk

**INTERLOCAL AGREEMENT  
BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
THE EAST FORK FIRE PROTECTION DISTRICT  
FOR  
COST ALLOCATED SERVICES**

**EXHIBIT "A"**

**Recovery Plan Summary of Charges for East Fork for Fiscal Year 2016-17**

Services Provided	Cost
General Services	9
County Administration	26,852
GIS/IT/Customer Service	48,990
Clerk	5,735
Treasurer	20,831
Technology Services	60,864
Human Resources (Service cost distribution per MOU- Exhibit "B")	13,140
Finance (Service cost distribution per MOU – Exhibit "C")	36,720
	<u>\$213,141</u>

Note: The County's Cost Allocation Plan is prepared in accordance with the policies and procedures contained in OMB Circular A-87. Charges being recovered are based on actual independently audited costs incurred during FY 2014-15 and serve as a basis for charges funded in the FY 2016-17 Budget.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**EAST FORK FIRE PROTECTION DISTRICT**  
**AND**  
**DOUGLAS COUNTY HUMAN RESOURCES**  
**EXHIBIT "B"**

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the East Fork Fire Protection District (hereinafter East Fork), a political subdivision of the State of Nevada, and Douglas County Human Resources (hereinafter Human Resources), a department of the Douglas County Government,

WHEREAS, each of the above named parties provides administrative and human resource support within their respective authority; and

WHEREAS, the current Cost Allocation Agreement between Douglas County, (hereinafter County) and East Fork, requires the development of an MOU, in recognition of both party's desire to share the responsibilities of human resource services and to reduce to writing the specific responsibilities of each party, and

WHEREAS, East Fork's Chief Tod Carlini and Human Resources' Wendy Lang have the authority to enter into a MOU to set forth and identify specific responsibilities,

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. PURPOSE.**

The purpose of this MOU is to set forth the responsibilities of each party, both individually and of shared responsibility, related to human resource services.

**2. SHARED AND NON-SHARED SERVICES.**

**Firefighter Physicals: (100% EF)**

East Fork will be responsible for the complete management of Firefighter physicals, including all scheduling, reviewing of results, and communication with physicians and employees. Scheduling will comply with the requirements of Nevada Revised Statutes as they relate to both volunteer and career physical requirements and Heart and Lung benefits. East Fork will maintain all necessary documentation for filing and records maintenance related to Firefighter physicals.



East Fork will conduct drug screening as part of its pre-employment physical exam for positions requiring physicals. The pre-employment drug screening will be conducted in accordance with County Policy.

**Classification and Compensation Studies (90% EF / 10% HR)**

East Fork will conduct its own Job Classification and Compensation studies as it finds necessary. This will include the development of an RFP, contract for services, position audits, wage and benefit comparisons, job description reviews, federal compliance checks and reviews and participation in Human Resources' process under County policy to administer East Fork's Compensation/Classification Plan. East Fork will also provide information upon request to other agencies who are conducting classification and compensation studies.

**Workers' Compensation: (100% EF)**

East Fork will work specifically and individually with its provider of workers' compensation insurance. On or before July 1, 2016, East Fork will establish and maintain its own account for workers' compensation insurance, separate and apart from Douglas County. Workers' compensation management will include Heart and Lung claims. Once East Fork has established its own account, it will be responsible for following up with the employee and filing and processing any necessary documentation.

During any period that East Fork's workers' compensation insurance remains on the County's account, East Fork will notify Human Resources of any potential or filed workers' compensation claims involving East Fork personnel. For these matters, Human Resources will be responsible for following up with the employee and filing and processing any necessary documentation.

**Recruitment and Selection: (75% EF / 25% HR)**

East Fork will be the primary manager of its recruitments, testing, and selection of all position and job opportunities that may be available. East Fork will maintain and modify all job/position descriptions approved by the East Fork Board of Fire Commissioners and provide copies to Human Resources. Prior to modifying job posting information and screening criteria, East Fork will consult with Human Resources to ensure compliance with state and federal employment laws and regulations. East Fork will continue to use NEOGOV applicant tracking software for recruitment postings and processing. Human Resources will grant East Fork's assigned Human Resources Liaison, access rights to the system. East Fork will notify Human Resources when a recruitment and/or testing period is commenced and when a position is filled.

Human Resources will provide administrative support and field process related questions during recruitment periods. All inquiries of a technical nature, i.e. specific duties of a position or qualifications of a candidate, will be forwarded to East Fork for response. East Fork will conduct all application screening and establish the testing



and selection processes. Human Resources will review the selection process to ensure compliance with all applicable standards and legal requirements. Human Resources will be East Fork's initial point of contact for questions regarding compliance with County policies, if applicable, and state, federal, and local employment laws and regulations. From time to time, depending on the level of position being filled and based upon availability, Human Resources will, at the request of East Fork, provide personnel to serve as process facilitators or monitors.

#### **Labor Relations (50% EF / 50% HR)**

Human Resources agrees to participate in Labor Relations as a *“technical consultant”* for issues of a human resource nature that are subject to collective bargaining. East Fork agrees to provide *“at the table”* personnel as necessary and as desired by the District's Chief Negotiator. East Fork will provide personnel to record all proceedings of the negotiation and maintain the official working documents of the negotiation process. East Fork will provide *“technical consultants”* as necessary or requested by the District's Chief Negotiator or by the labor association.

East Fork will comply with the County's Anti-Harassment Policy and state and federal laws regarding discrimination and harassment, and will inform Human Resources of any reports of discrimination, harassment, or misconduct towards employees consistent with County policy. East Fork will allow its employees to utilize the reporting procedures set forth in the County's Anti-Harassment Policy, and Human Resources may receive any complaints from East Fork personnel. East Fork will also immediately inform Human Resources of any employment-related complaints or charges filed against East Fork, and any grievances filed by the labor association on behalf of East Fork employees. East Fork may request Human Resources to conduct investigations into employee complaints, and Human Resources will provide such services as staffing permits.

#### **Staff Development (60% EF / 40% HR)**

East Fork will continue to use the same evaluation system that is used by the County, but reserves the right to seek alternative systems for employee evaluation. Any changes to the evaluation system will be discussed with Human Resources prior to implementation, and Human Resources will flag any potential problems with the new system. Human Resources agrees to update position evaluations for East Fork personnel based upon direction from East Fork.

East Fork will continue to take advantage of staff development opportunities provided by Human Resources. The majority of staff and professional development, however, will be provided independently by East Fork

#### **Benefit Administration (100% EF)**

East Fork will be the primary manager of all employee benefits, including health, vision, dental, Section 125 flexible spending accounts, and employer-paid life insurance plans. East Fork will also be the primary manager of all voluntary plans. As the primary manager, East Fork will work directly with a broker contracted by

East Fork to manage plan design and cost, open enrollment, new-hire orientation specific to health insurance benefits, employee/family additions, deletions and updates, benefit and claims liaison with East Fork employees, premium payments and all other tasks associated with managing independent insurance and benefits programs. All records related to the management of East Fork's insurance and benefits programs shall reside with East Fork.

East Fork will maintain responsibility as the liaison with the financial institution contracted to provide health savings account services for high deductible insurance plans, including coordinating with their payroll provider on scheduled East Fork-funded HSA contributions and employee payroll-deducted HSA contributions. East Fork will continue to manage the annual and new hire contribution notification and contribution election process for employee payroll-deducted HSA contributions.

East Fork will manage its own PERS account, contributions, and changes, as well as deferred compensation programs. East Fork will be responsible for PERS communications and information regarding changes, enrollments, and retirements to its employees. East Fork will be responsible for determining whether employees who are ineligible for PERS retirement will be subject to either Social Security taxes or a FICA alternative program, and will manage any such programs.

East Fork will ensure premiums for the insurance and benefits programs are coordinated on behalf of employees retiring from East Fork. East Fork agrees to contract directly with a COBRA manager to provide all COBRA-related notices to East Fork employees and family members. East Fork will be responsible for all required reporting.

Human Resources will no longer track, manage, or recognize employee milestone work anniversaries. If East Fork chooses to continue recognizing such anniversaries, Human Resources will provide templates and guidelines from the County program so that East Fork may choose to continue with a similar program.

#### **Personnel Files and Actions (90% EF / 10% HR)**

East Fork will conduct all pre-employment and volunteer background screening in compliance with state and federal laws. East Fork will consult with Human Resources if there are any compliance concerns. East Fork will onboard all East Fork employees with new employee paperwork. East Fork will maintain all offers of employment, W-4, I-9, emergency contact forms, PERS enrollment, and other necessary paperwork for inclusion in the employee's personnel file. Human Resources will create an employee identification card for each East Fork employee and volunteer until such a time that East Fork can obtain the software and equipment necessary to provide this service independently. East Fork will maintain personnel files of all East Fork employees, and the files will include policy acknowledgements, performance evaluations, disciplinary records, training documents, personnel action forms, verifications of employment, signed job descriptions, address changes, and other relevant documents. East Fork will submit summaries of PAF changes to Human Resources on a monthly basis, and Human Resources will review the summaries for any discrepancies or concerns.

East Fork will timely notify Human Resources of any incidences that require employee drug or alcohol screening. Human Resources will continue to conduct all random, reasonable suspicion, post-accident, and any other necessary drug or alcohol screening. East Fork will reimburse the County for the expense incurred by the screenings for its employees. East Fork agrees to provide Human Resources with the necessary information to effectively manage these screenings and work through Human Resources' procedures, or obtain Human Resources' input on changes to East Fork policies or procedures.

East Fork will respond to all verifications of employment and unemployment claims. East Fork will manage all leave of absence requests, including the tracking and approval processes in compliance with all applicable policies and laws. East Fork will consult with Human Resources regarding questions as to relevant policies and applicable laws.

East Fork will also consult with Human Resources regarding any questions as to what documents should be maintained within personnel files, and any other issues related to records management.

3. **MODIFICATION.** Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts East Fork or Human Resources from participating in similar activities with other public or private agencies, organizations, and individuals.
5. **TERMINATION.** Either party, upon twenty (20) days written notice, may terminate the agreement in whole or in part at any time before the date of expiration. East Fork acknowledges that termination of the agreement, in whole or in part, may affect the level of other services that the County provides to East Fork.
6. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

East Fork  
Tod F. Carlini, District Fire Chief  
1694 County Road  
Minden, Nevada 89423

Human Resources  
Wendy Lang, HR Director  
P.O. Box 218  
Minden, Nevada 89423

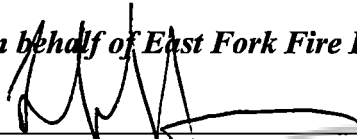
7. **NON-FUND OBLIGATING DOCUMENT.** This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Each party shall be fiscally responsible for their own portion of services performed under the MOU unless expressly stated otherwise.

**8. COMPLIANCE.** The parties will comply with all state and federal laws and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration. Unless East Fork's policies conflict or extraordinary circumstances require otherwise, East Fork will comply with the Human Resources' policies and procedures in administering its human resources services.

**9. COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective until either (1) termination by a party or (2) thirty (30) days after the Cost Allocation Agreement between Douglas County and East Fork is amended or made ineffective. If Human Resources and East Fork do not renew this MOU or enter into an amended MOU within 30 days of amendment or termination of the Cost Allocation Agreement, this MOU will automatically terminate at the expiration of the 30 day period. This MOU need not be resigned in the event either signatory to this agreement leaves the employment of their respective entities.

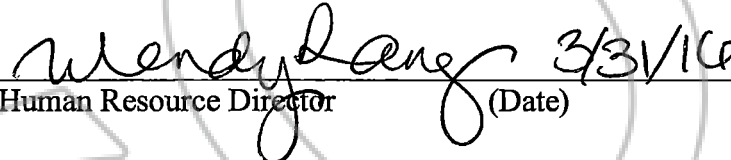
***IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding between the East Fork Fire Protection District and Douglas County Human Resources to be executed.***

***On behalf of East Fork Fire Protection District:***

  
\_\_\_\_\_  
District Chief Tod F. Carlini

3/30/16  
\_\_\_\_\_  
(Date)

***On behalf of Douglas County Human Resources:***

  
\_\_\_\_\_  
Human Resource Director

3/31/16  
\_\_\_\_\_  
(Date)

Wendy Lang,

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**EAST FORK FIRE PROTECTION DISTRICT**  
**AND**  
**DOUGLAS COUNTY FINANCE DEPARTMENT**  
**EXHIBIT "C"**

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the East Fork Fire Protection District (hereinafter East Fork), a political subdivision of the State of Nevada, and Douglas County Finance Department (hereinafter Finance), a department of the Douglas County Government,

WHEREAS, each of the above named parties provides financial services support within their respective authority; and

WHEREAS, the current Cost Allocation Agreement between Douglas County, (hereinafter County) and East Fork, requires the development of an MOU, in recognition of both party's desire to transition the responsibilities of financial services to the district in their entirety and to reduce to writing the specific responsibilities of each party, during the transition process.

WHEREAS, East Fork's Chief Tod Carlini and the County's Assistant County Manager/Chief Financial Officer, Christine Vulecich have the authority to enter into an MOU to set forth and identify specific responsibilities,

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

**1. PURPOSE.**

The purpose of this MOU is to set forth the responsibilities of each party, both individually and of shared responsibility, related to the transition of financial management from the county to the district and to assign cost distribution during the transition time.

## **2. TRANSITIONAL SERVICES.**

The cost of financial services will be allocated based on the following percentages of the total cost of financial services provided to East Fork per Douglas County's OMB A-87 Cost Allocation Plan FY 2015, dated March 2016:

### **a. Accounting and Financial Reporting – 42%, \$12,510**

East Fork and Finance will work together to close FY 2015-16 including, processing journal entries, reconciliations of general ledger accounts, recording of revenues and expenditures, and other accounting transactions to accurately complete financial records of the prior year and coordination of annual independent financial audit. These services also include costs for the annual audit and preparation of financial statements and reports to ensure compliance with external and internal financial reporting requirements.

### **b. Operating and Capital Budgets – 23%, \$6,796**

East Fork and Finance will work together to close out the FY 2015-16 budget including providing external and internal budget reporting, and preparation of audit schedules necessary for the annual audit. This will also include the coordination of budget development and submission of state required budget forms. East Fork will follow the County budget planning, hearing, and presentation schedule.

### **c. Accounts Payable – 42%, \$9,811**

East Fork and Finance will work together in processing vendor payments, purchase orders, procurement card administration, and travel reimbursements and other similar transactions to close out fiscal year 2015-16, including reconciliations, vendor information and transaction sampling for the annual audit. In addition, Finance will prepare documents needed for 1099 reporting purposes for vendors paid by Finance on behalf of East Fork.

### **d. Payroll– 8%, \$1,821**

The County will maintain East Fork Payroll history in an accessible database and assist East Fork with data queries as necessary.

### **e. Grant Administration – 100%, \$1,987**

East Fork will continue to manage all Douglas County Emergency Management related grants as part of their responsibilities under the East Fork/Douglas County Emergency Management Inter-Local Agreement with Finance providing over site, disbursements, reconciliations, and audit information. East Fork and Finance will work together to collect administrative costs from other grant beneficiaries as appropriate. County will continue to include East Fork grants in the preparation and submission of the Schedule of Expenditures of Federal Awards (SEFA) as required as part of the annual Single Audit.



**f. Capital Asset Accounting – 23%, \$1,415**

East Fork and Finance will work together to close out FY 2015-16, including preparing reconciliations, and all documentation for annual audit and preparation of financial statements as it relates to capital asset accounting.

**g. Debt Management – 23%, \$2,381**

East Fork and Finance will work together to close out FY 2015-16 including the preparation of all documentation required for the annual audit and preparation of financial statements as it relates to debt management. Finance will include East Fork's debt as a component unit in its annual Debt Management Policy as required under NRS 350.013.

**h. Transitional Consulting Services**

East Fork will pay a Transitional Consulting Services Fee to Finance for consulting services which may be requested pertaining to East Fork's assuming full responsibility for accounting and other financial services for FY 2016-17. These consulting services may include, but are not limited to implementation of East Fork's new accounting and financial systems, policies, and procedures. These transitional consulting services will be billed to East Fork based on an hourly rate of \$ 43.61, upon mutual written agreement to the provision of services requested.

3. **MODIFICATION.** Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of written modification, signed and dated by authorized officials, prior to any changes being performed.
4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts East Fork or Finance from participating in similar activities with other public or private agencies, organizations, and individuals.
5. **TERMINATION.** Either party, upon thirty (30) days written notice, may terminate the agreement in whole or in part at any time before the date of expiration. East Fork acknowledges that termination of the agreement, in whole or in part, may affect the level of other services that the County provides to East Fork.
6. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

East Fork  
Tod F. Carlini, District Fire Chief  
1694 County Road  
Minden, Nevada 89423

County Finance  
Christine Vuletich, ACM/CFO  
P.O. Box 218  
Minden, Nevada 89423



7. **NON-FUND OBLIGATING DOCUMENT.** This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Each party shall be fiscally responsible for their own portion of services performed under the MOU unless expressly stated otherwise.
8. **COMPLIANCE.** The parties will comply with all state and federal laws and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration. Unless East Fork's policies conflict or extraordinary circumstances require otherwise, East Fork will comply with the Financial policies and procedures in administering its financial management services or until such time as East Fork adopts its own financial policies and procedures.
9. **COMMENCEMENT/EXPIRATION DATE.** This agreement is executed as of the date of last signature and is effective until either (1) termination by a party or (2) thirty (30) days after the Cost Allocation Agreement between Douglas County and East Fork is amended or made ineffective. If Finance and East Fork do not renew this MOU or enter into an amended MOU within 30 days of amendment or termination of the Cost Allocation Agreement, this MOU will automatically terminate at the expiration of the 30 day period. This MOU need not be resigned in the event either signatory to this agreement leaves the employment of their respective entities.

***IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding between the East Fork Fire Protection District and Douglas County Finance Division to be executed.***

***On behalf of East Fork Fire Protection District:***

  
 District Chief Tod F. Carlini

3/30/16  
 (Date)

***On behalf of Douglas County Finance Division:***

  
 Christine Vuletich, ACM/CFO

3/30/16  
 (Date)

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

14th day of April, 2016

By  Deputy