

Assessor's Parcel Number:     N/A    

Date:     APRIL 18, 2017    

Recording Requested By:



KAREN ELLISON, RECORDER

Name:     EAST FORK FIRE PROT DIST/HOLLY MORROW    

Address:     1694 COUNTY ROAD    

City/State/Zip:     MINDEN NV 89423    

    & COUNTY MANAGER    

Real Property Transfer Tax: \$     N/A    

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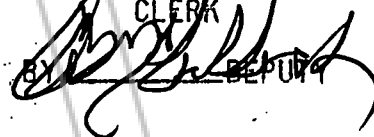
**INTERLOCAL AGREEMENT #2017.052**  
(Title of Document)

FILED

NO. 2017.052

2017 APR 18 AM 11:49

DOUGLAS COUNTY  
CLERK

BY  DEPUTY

**INTERLOCAL AGREEMENT**

**Between**

**DOUGLAS COUNTY, NEVADA**

**And**

**THE EAST FORK FIRE PROTECTION DISTRICT**

**For**

**EMERGENCY MANAGEMENT SERVICES**

This Interlocal Agreement for Emergency Management 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"). County and East Fork are at times collectively referred to herein as the "Parties" or individually as a "Party."

WHEREAS, Douglas County is required by Nevada Revised Statute 414.090(1) to have a director for the operation of emergency management; and

WHEREAS, the East Fork Fire Chief has the necessary training and experience to provide the services required of an emergency management director pursuant to statute; and

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, East Fork has provided Emergency Management Services for the past eleven (11) years; and

WHEREAS, County and East Fork believe it will be mutually beneficial for East Fork to continue to provide emergency management services to County.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Douglas County and East Fork agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from July 1, 2017 to June 30, 2020, inclusive, unless terminated earlier in accordance with the provisions contained herein.
2. **Services to Be Provided.** Upon execution of this Agreement, the East Fork Fire District Chief (the "Chief") will serve as Emergency Management Director for Douglas County, Nevada. The Chief will be responsible for all duties associated with the task of Emergency Management Director and will work directly with the Douglas County Manager and in accordance with the Douglas County Emergency Response Plan.
3. **Command Structure.** As the Emergency Management Director, the Chief will comply with all statutory requirements, as well as state and federal laws relating to emergency management. The Chief will appoint two Deputy Emergency Management Directors, and within the command structure of East Fork, delegate any tasks deemed necessary and in the best interests of the County's obligation for Emergency Management. East Fork will provide twenty-four (24) hour Emergency Management services, three hundred sixty five (365) days a year. The Chief will not use his position as Emergency Management Director to the detriment of any non-East Fork entity.
4. **Payment for Services.** Douglas County will pay to East Fork, the following sums to provide the emergency management services to the County:

July 1, 2017 (Fiscal Year 2017-18) \$165,000 (General Fund) plus the proceeds from the Emergency Management Preparedness Grant (\$56,000) and the Local Emergency Planning Committee Grant (\$4,000)

July 1, 2018 (Fiscal Year 2018-19) \$171,000 (General Fund) plus the proceeds from the Emergency Management Preparedness Grant (\$56,000) and the Local Emergency Planning Committee Grant (\$4,000)

July 1, 2019 (Fiscal Year 2019-20) \$177,280 (General Fund) plus the proceeds from the Emergency Management Preparedness Grant (\$56,000) and the Local Emergency Planning Committee Grant (\$4,000)

In the event Emergency Management Preparedness Grant ("EMPG") funds exceed \$56,000 in annual award, the additional amount will be subtracted from the County's contribution as defined for each year of this contract.

In the event Emergency Management Preparedness Grant funds are below \$56,000 in annual award, the County will not be required to fund the balance lacking in the EMPG Grant.

The Local Emergency Planning Committee Grant fund will be restricted in use to support the Local Emergency Planning Committee only.

The foregoing payments include East Fork providing all administration and grant management, following Douglas County Grant Management Policy and Procedures, regulatory compliance and reporting; training and planning exercises; operations and Local Emergency Planning Committee ("LEPC") coordination; hazardous materials expertise; training and safety; clerical support; and supporting the Emergency Operations Center and all alternate Emergency Operations Centers as defined in the Douglas County Emergency Operations Plan; the mandatory update in the Hazard Mitigation Plan prior to its expiration in February 2019; the instruction of appropriate elected officials and county staff regarding their specific roles in the National Incident Management System and Emergency Operations Center.

The foregoing payments do not include costs associated with the actual mitigation of emergencies considered to be those associated under a disaster declaration or those assigned as the responsibility of specific Douglas County departments.

5. **Subsidy for Access of State Resources.** The East Fork Fire Protection District currently participates in the Wildland Fire Protection Plan, whereby the district pays \$90,000. Under this plan, resources from the Nevada Division of Forestry are available to the district without additional charge for personnel and helicopter services not related to wildland fire response. The district will agree to include other County uses of these resources, under their agreement, for an annual fee of \$22,500 to offset the \$90,000 contract fee paid by the district. This will include access to State Hand Crews and Rotary Winged Aircraft maintained by the Nevada Division of Forestry.
6. **Termination of Contract.** This Agreement may be terminated by either Party prior to the date set forth in paragraph one, without cause, by giving no less than 30 days advance written notice to the other Party.
7. **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.
8. **Construction of Contract.** This Agreement shall be construed and interpreted according

to the laws 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.

9. **Insurance.** East Fork 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.
10. **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  
P.O. Box 218  
Minden, NV 89423

East Fork Board of Fire Commissioners  
1694 County Road  
Minden, NV 89423

**IN WITNESS WHEREOF**, the Parties hereto have caused this Interlocal Agreement for Emergency Management Services to be executed.

***On Behalf of East Fork Fire Protection District Board of Directors.***

Dated this 11<sup>th</sup> day of April, 2017.


By: \_\_\_\_\_

  
Bernard Curtis, President

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

Dated this 6<sup>th</sup> day of April, 2017.

By: \_\_\_\_\_

  
William B. Penzel, Chairman  
Douglas County Board of Commissioners

ATTEST:

Kathy Lewis  
Kathy Lewis, Douglas County Clerk



COPY

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

18th day of April, 2017

By [Signature] Deputy

