

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** NATALIE WOOD

**Department:** COUNTY MANAGER



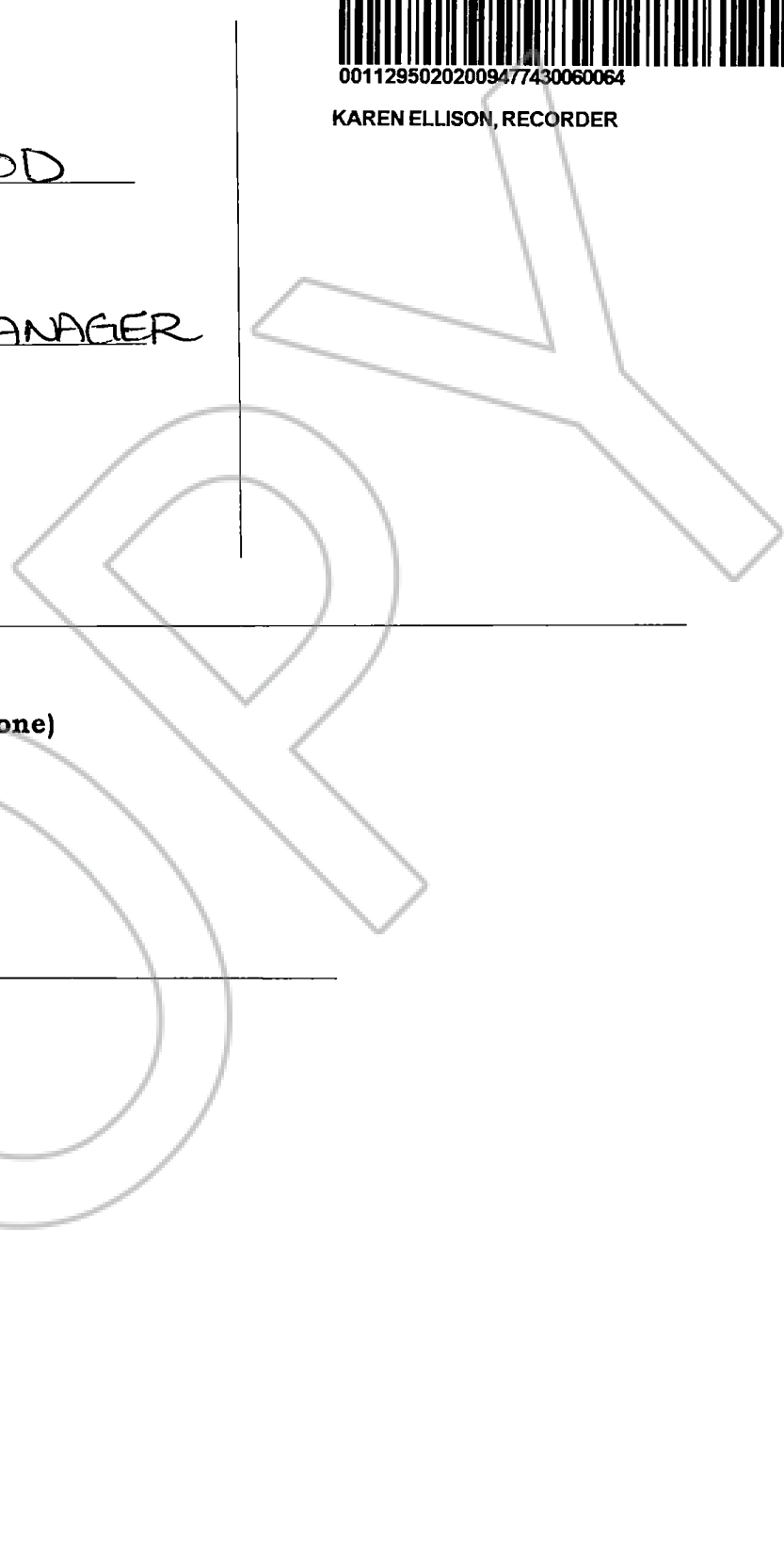
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KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

**specify:** \_\_\_\_\_



FILED

NO. 2020.089

06/15/2020  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

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 Protection District has the necessary personnel, training, experience, and physical resources and infrastructure to provide the services required of an emergency management program 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 (14) 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, 2020 to June 30, 2021, 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 District Fire Chief will be responsible for all duties associated with the task of Emergency Management Director and will work directly with the Douglas County Manager, or designee 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 a minimum of 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, 2020 (Fiscal Year 2020/21) a base fee of \$195,008 (General Fund) plus the proceeds from the Emergency Management Preparedness Grant, \$56,000 maximum, and the Local Emergency Planning Committee Grant, \$4,000, for a combined total of \$255,008.

In the event Emergency Management Preparedness Grant funds decrease below \$56,000 in any given year, the County will provide the difference in funding up to the maximum amount of \$56,000 in annual award.

In the event Emergency Management Preparedness Grant funds exceed the maximum \$56,000 in any given year, the District's fee for services will be reduced by said amount in excess of \$56,000 and shall refund said amount to Douglas County.

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

The foregoing payments includes East Fork providing all administration and grant management, following Douglas County Grant Management Policy and Procedures, Douglas County Policies and Procedures related to the County's Internal Review Committee (IRC), 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 annual up date and maintenance in the Hazard Mitigation Plan, and the instruction of appropriate elected officials and county staff regarding their specific roles in the National Incident Management System and Emergency Operations Center.

Specifically, the District will provide the following services at a minimum to the County and in support of its responsibilities as Douglas County Emergency Management;

Provide incident management and Emergency Operations Center management for all hazards with countywide impact or as necessary to address localized incidents within the county

Provide updates to the Douglas County Emergency Response Plan as necessary

Provide updates to the Douglas County Hazard Mitigation Plan as necessary

Serve as Douglas County's official representative to the Nevada Division of Emergency Management

Manage and coordinate a minimum of four (4) public meetings of the Local Emergency Planning Committee (LEPC) annually.

Provide a minimum of two (2) countywide disasters exercises annually, including one (1) mobilization type exercise and one (1) table top exercise

Provide a minimum of one (1) emergency shelter exercise activation exercise annually.

Provide one (1) Policy Group Training Session annual for the Board of County Commissioner and County Management and Legal Staff.

Provide training to county staff as necessary and in coordination with Douglas County Human Resources

Provide oversight and management to the Douglas County CERT program

Assign personnel to various State Emergency Management committees, including the State Resiliency Committee, Interstate Mutual Aid Committee, All Hazard Incident and Management Team(s) Oversight Committee.

Coordinate all disaster declaration processes as necessary with the State of Nevada and Federal Emergency Management Agency

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 department's efforts in response, mitigation, or recovery.

5. **Payment.** At the discretion of Douglas County, payments may be made on an annual basis on or before September 1 of each year, on a bi-annual basis on or before September 1 and March 1 respectively of each year, or on a once a quarterly basis on or before, July 31, October 31, January 31, or March 31 respectively of each year.
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	East Fork Fire Protection District Board of Directors
P.O. Box 218	1694 County Road
Minden, NV 89423	Minden, NV

**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 19th day of May 2020.

By: *Barbara Griffin*  
Barbara Griffin, President

*On Behalf of Douglas County:*

Dated this 9<sup>th</sup> day of June 2020.

By: *William B. Penzel*  
William Penzel, Chairman  
Douglas County Board of Commissioners

ATTEST: *Kathy Lewis*  
Kathy Lewis, Douglas County Clerk

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 of this

On day of June 2020  
By *Shana Withouse* Deputy