

Recorder's Office Cover Sheet

Recording Requested By:

Name: Andrea Pawling

Department: Community Development

Item ID/Agreement #: DC-4110-2024

DOUGLAS COUNTY, NV **2024-1006410**
This is a no fee document
NO FEE **04/05/2024 02:59 PM**
DC/COMMUNITY DEVELOPMENT Pgs=6



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SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

4/5/24
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST FORK FIRE PROTECTION DISTRICT,
TAHOE DOUGLAS FIRE PROTECTION DISTRICT,
AND
DOUGLAS COUNTY COMMUNITY DEVELOPMENT**

BY AL DEPUTY

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the East Fork Fire Protection District, Tahoe Douglas Fire Protection District, (hereinafter Districts), and the Douglas County Community Development Department, (hereinafter County), representing political subdivisions of the State of Nevada.

WHEREAS, each of the above-named agencies or is responsible for plan review, permitting, inspection, and code compliance;

WHEREAS, there is a need to develop and memorialize a framework of cooperation between the Districts and the County regarding plan review, permitting, inspection, and code compliance which impact the citizens and visitors of both the Districts and the County; and,

WHEREAS, the Districts and the County desire to enter into an MOU to set forth the mutual statutory obligations of each entity, both individually and collectively;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE.

The purpose of this MOU is to set forth specific roles, responsibilities, and obligations of each party as they relate to the review, permitting, inspection, and code compliance with the various fire and construction codes and regulations, and to do so in a cooperative manner which is beneficial to the collective constituency of Douglas County, Nevada.

Each entity is responsible for plan review, permitting and inspection of all new construction and existing building and businesses, as they relate to each entity and the responsibility of each for compliance with their respective codes in accordance with state law, county code, and each set of District regulations.

2. CONDITIONS

- a. The parties agree that if any change and/or amendment of a code or regulation is desired at any time, then that party must communicate with the other party to ensure collaboration prior to the change being implemented.
- b. The parties agree to support and promote the various processes and procedures, adopted and placed into practice, that are necessary to carry out the purpose of this MOU.
- c. The parties agree to maintain open communications and work to align said processes and procedures to the benefit of the constituents living and working in Douglas County.
- d. The parties agree to share plan review, permitting, inspections and other such information in a timely manner, with each other, as necessary to facilitate the required construction processes and to coordinate future inspection responsibilities. The parties agree to utilize the 'Accela Permitting Software' to communicate and conduct all plan reviews. This will assist in consistent collaboration for the community and the said parties. Should the Districts utilize alternate software for permitting, the Districts will provide the County with information related to all permits including, but not limited to District permit numbers, site addresses, assessor's parcel numbers (APNs), approval descriptions, and conditions for permitting and certificate of occupancy. The Districts shall provide such information from the Districts' software directly to the County's building department email address: Building@douglasnv.us and the County will upload said documents.
- e. The parties agree to make available to the constituents and building community information necessary to obtain construction permits. This may include information sheets at public counters and on each agency's respective social media sites and websites.
- f. The parties agree to work together conducting and coordinating inspection services to the highest degree possible and refrain from the duplication of inspection efforts, if possible, and in accordance with the authority granted in the International and Uniform Codes and Regulations.
- g. The parties agree that Douglas County will conduct all inspections of exterior construction elements, to include but not limited to, siding, windows, doors, ventilation, eaves, etc. in areas designated as being subject to the International Wildland-Urban Interface Code (WUI). Douglas County shall also conduct all inspections of roofing materials.
- h. The parties agree that Douglas County will conduct the inspections related to the Special Building Construction Regulations as detailed in Chapter Five of the International Wildland-Urban Interface Code (WUI) and as adopted in each Districts' Regulations. The Fire Districts are responsible for all other inspections required by WUI, to

include, solar, battery power systems and access, water supply and vegetation in accordance with the IWUIC except for Chapter 5 and all amendments to said Chapter.

3. LIABILITIES.

Liability. The *fire code official*, member of the board of appeals, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. (International Fire Code (IFC) [A] 103.4)

Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the *jurisdiction* in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. (International Residential Code (IRC) R104.8)

Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. (International Building Code (IBC) [A] 104.8)

It is also understood and agreed that each party to this MOU shall, to the extent provided by Nevada Law, fully indemnify and hold harmless the other party from any damage or liability occurring by reason of anything done or omitted to be done by it or its respective officers or employees, under or in connection with any work, authority or jurisdiction delegation to another party under this agreement. Such indemnity shall include, but is not limited to, all reasonable costs and attorney's fees incurred in defense of any and all claims covered by this provision.

4. MODIFICATION.

Modifications to this MOU shall be made by mutual consent of the parties, with the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

5. PARTICIPATION IN SIMILAR ACTIVITIES.

This MOU in no way restricts the Districts or the County from participating in similar activities with other public or private agencies, organizations, and individuals.

6. TERMINATION.

Either party, upon thirty (30) days written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration.

7. PRINCIPAL CONTACTS.

The principal contacts for this instrument are:

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

Douglas County Community Dev.
Tom Dallaire, Director
P.O. Box 218
Minden, Nevada 89423

Tahoe Douglas Fire Protection District
Scott Lindgren, District Fire Chief
P.O. Box 919
Zephyr Cove, Nevada 89448

8. NON-FUND OBLIGATING DOCUMENT.


This MOU 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 MOU 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. This MOU does not provide such authority. Each party shall be fiscally responsible for their own portion of services performed under the MOU unless expressly stated otherwise.

9. COMMENCEMENT/EXPIRATION DATE.

This MOU is executed as of the date of last signature and is effective through end of the adopted code cycle, or every 6 years, at which time this contract will expire unless extended by mutual written agreement of all parties. This MOU need not be re-signed in the event any signatory to this agreement leaves the employment of their respective districts.

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

On behalf of East Fork Fire Protection District

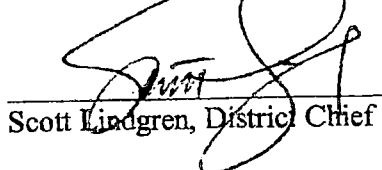


Tod F. Carlin, District Chief

4/3/24

(Date)

On behalf of Tahoe Douglas Fire Protection District



Scott Lindgren, District Chief

4/3/24

(Date)

On behalf of Douglas County Community Development

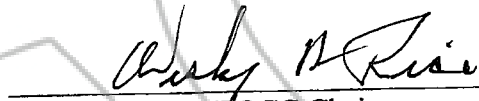


Tom Dallaire, Community Development Director

4/3/24

(Date)

Authorized by the Chairperson of the Board of County Commissioners



Wesley A. Rice, BOCC Chairperson

04/04/2024

(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

5 day of April, 20 24

By Wesley A. Rice Deputy