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97.100

INTERLOCAL CONTRACT
BETWEEN EAST FORK FIRE AND PARAMEDIC DISTRICT AND
ALPINE COUNTY

'97 JUL 11 12:33

BARBARA REED
CLERK

BY *[Signature]* DEPUTY

WHEREAS, East Fork Fire and Paramedic Districts (District), a political subdivision of the State of Nevada, and Alpine County, a political subdivision of the State of California, desire to enter into an agreement for the provision of paramedic ambulance services in Alpine County; and

WHEREAS, Alpine County is in need of ambulance services within Alpine County, and the District operates a twenty-four hour ambulance service and is able to provide ambulance services with Alpine County; and

WHEREAS, Alpine County has paid for District-provided ambulance services under a current agreement through June 30, 1997; and

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;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement.** This term of this agreement shall be from July 1, 1997 to June 30, 1998.

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2. **Payment.** Alpine County shall pay to the District a basic annual fee of \$5,000.00 and an annual subsidy of \$12,033.00. Alpine County shall also pay to the District an amount equal to all 90-day delinquent or uncollectible ambulance invoices for services rendered in Alpine County.

All payments shall be made in quarterly installments on July 1, 1997, October 1, 1997, January 1, 1998, and April 1, 1998. Any 90-day delinquent or uncollectible ambulance invoices shall be paid by Alpine County upon receipt of the notice of invoice from the District. Upon receipt of payment for the invoices, the District shall assign all of its rights in the invoice to Alpine County.

3. **Service Area.** The geographic response limits for the service shall be:

A. California State Route 4 from Kinney Reservoir to Woodfords, California, including the Wolf Creek area.

B. California State Route 88 from the intersection of Picketts Junction in Hope Valley to the California/Nevada state line.

C. California State Route 89 (Monitor Pass) from the intersection of California State Route 4 to the Mono County line.

4. **Insurance.** The District shall furnish evidence of liability insurance to Alpine County.

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5. **Indemnification.** This agreement is not intended to affect the legal liability of either party to the agreement by imposing any standard of care other than the standard of care imposed by law. Alpine County and the District agree that neither party to this agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other party to this agreement, or its respective officers or employees, does or fails to do under or in connection with any work performed under this agreement. Alpine County and the District also agree that each party to this agreement shall fully indemnify and hold harmless the other party from any damage or liability occurring by reason of act or omission of it or its respective officers or employees, under or in connection with any work performed under this agreement.

6. **Entire Agreement - Partial Invalidity.** This agreement constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Alpine County and the District. 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.

7. **Notice.** Notice shall be served by U.S. Mail or in person to the following:

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

Alpine County Board
of Supervisors
Post Office Box 158
Markleeville, CA 96120

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

ALPINE COUNTY

EAST FORK FIRE & PARAMEDIC DISTRICTS

By: [Signature]
Chairman,
Board of Supervisors

By: [Signature]
James A. Reinhardt
Fire Chief

ATTEST:

DOUGLAS COUNTY

By: Judy Molnar
County Clerk,
Alpine County
By: Judy Molnar,
Deputy

By: [Signature]
Chairman,
Douglas County Commission

ATTEST:

By: [Signature]
County Clerk, Douglas County
By: [Signature], Deputy

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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.

'97 JUL 14 AM 11:40

DATE: July 11, 1997
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

LINDA SLATER
RECORDER

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