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DOUGLAS COUNTY
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2004 JUL 26 PM 2:43

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RECORDER

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Assessor's Parcel Number: N/A

Date: JULY 23, 2004

Recording Requested By:

✓ Name: LISA OWEN/EFFPD

Address: _____

City/State/Zip: _____

CONTRACT #2004.162

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

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FILED

NO. 2004.162

2004 JUL 23 PM 1:04

INTERLOCAL CONTRACT
Between
ALPINE COUNTY, CALIFORNIA
And
EAST FORK FIRE AND PARAMEDIC DISTRICTS

BARBARA REED
CLERK
[Signature]
DEPUTY

WHEREAS, Alpine County is a political subdivision of the State of California; and

WHEREAS, East Fork Fire and Paramedic Districts (East Fork) is a political subdivision of the State of Nevada; and

WHEREAS, Alpine County is in need of ambulance services and East Fork is able to provide those ambulance services on a twenty-four hour basis; and

WHEREAS, Nevada Revised Statute Section 277.180 (1) and the California Government Code Joint Exercise of Powers Act Section 6500, 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, Alpine County and East Fork are public agencies as defined in Nevada Revised Statutes Section 277.100;

NOW THEREFORE, East Fork and Alpine County and agree as follows:

1. **Terms of Agreement.** The term of this agreement shall be from July 01, 2004 to June 30, 2006.

2. **Payment for Services.**

(A). For the first year of this contract (2004-05), Alpine County shall pay to East Fork an annual fee of \$5000, plus a subsidy in the amount of \$17,414.00 for a total of \$22,414. For the second year of this contract (2005-06), Alpine County shall pay East Fork an annual fee of \$5000, plus a subsidy in the amount of \$18,311.00, for a total of \$23,311. Payments shall be made in quarterly installments beginning on the first day of the following months: July, October, January and April.

(B). In addition to the annual fee and subsidy, Alpine County shall pay East Fork an amount equal to all 90-day delinquent or uncollectible ambulance invoices for services rendered in Alpine County. East Fork must forward all 90-day delinquent or uncollectible accounts to Alpine County, along with documentation of what steps have been taken by East Fork to collect on said accounts. Alpine County must make payment to East Fork on said accounts within 30 days of receipt. Upon receipt of payment for the delinquent or uncollectible accounts, East Fork shall assign all its rights to the invoice to Alpine County.

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3. **Service Area.** The geographic response limits for East Fork paramedic ambulance service under the terms of this contract shall be as follows:
 - (A). California State Route 4 from Kinney Reservoir to Woodfords, California, including the area known as Wolf Creek.
 - (B). California State Route 88 from the intersection of Picketts Junction in Hope Valley, to the California/Nevada state line.
 - (C). California State Route 9 (Monitor Pass) from the intersection of California State Route 4 to the Mono County line.
4. **Insurance.** East Fork shall provide Alpine County evidence of liability insurance satisfactory to Alpine County using reasonable exercise of its discretion. East Fork must notify Alpine County of any changes to that insurance.
5. **Indemnification.** It is not the intention of this contract to affect the legal liability of either Alpine County or East Fork by imposing any standard of care other than the standard of care imposed by law. Alpine County and East Fork agree that neither party to this contract, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other party to this contract, or its respective officers or employees, does or fails to do under or in connection with any work performed under this contract. Alpine County and East Fork 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 contract.
6. **Termination of Contract.** This contract may be terminated by either party prior to the date set forth in paragraph one, without cause, by giving 60 days written notice to the other party. All monies due and owing, including delinquent and uncollectible accounts, under the contract shall be paid within 30 days of the date of termination. East Fork must deliver to Alpine County all invoices due and owing upon the date of termination, and assign all its rights to the invoices to Alpine County upon receipt of payment.
7. **Entire Contract - Partial Invalidity.**

This contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Alpine 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 contract shall be construed and interpreted according to the laws of the State of Nevada. The contract will be reasonably construed to effectuate

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the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

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

East Fork Fire & Paramedic Districts
P.O. Box 218
Minden, NV 89423

Alpine County Board of Supervisors
P.O. Box 158
Markleeville, CA 96120

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

Dated this 1st day of July, 2004.

By: *Lee Wordrow*
Chairman, Alpine County Board of Supervisors

ATTEST: *Barbara Howard*, DEPUTY
Alpine County Clerk

Approved As to Form: *Dennis Crist*
County Counsel

Dated this 1st day of July, 2004

By: *Gely D. Goe*
Chairman
Board of Fire Directors
East Fork Fire and Paramedic Districts

ATTEST: *Barbara Reed*
Douglas County Clerk
By: K. Lynch, Clerk to the Board

Approved As to Form: *M. M.*
Douglas County District Attorney

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COPY

SEAL

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.

DATE: July 23 2004

B. REED Clerk of the 9th Judicial District Court of the State of Nevada in and for the County of Douglas.

By Carol M. Mulvaney Deputy

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