

DOC # 0734429  
12/11/2008 11:14 AM Deputy: SG

**OFFICIAL RECORD**

Requested By:  
DC/EAST FORK FIRE &  
PARAMEDIC

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 0.00  
BK-1208 PG- 2400 RPT: 0.00



Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2008

Recording Requested By:

Name: STEVE TOGNOLI, EFPD

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

**CONTRACT #2008.263**

(Title of Document)

BOCC

**RECEIVED**

NOV 10 2008

**EAST FORK FIRE DISTRICT**

CONTRACT NO. CC2008-96  
APPROVED 11-4-08

**FILED**

NO. 2008.263

2008 DEC 10 PM 2:32

**INTERLOCAL CONTRACT**

Between

**ALPINE COUNTY, CALIFORNIA**

And

**EAST FORK FIRE and PARAMEDIC DISTRICTS**

This agreement) is made and entered into by and between the Consolidated Municipality of Alpine County (hereinafter Alpine County), a political subdivision of the State of California, and the East Fork Fire and Paramedic Districts (hereinafter east Fork), a political subdivision of the State of Nevada.

TED THUAN  
CLERK

DEPUTY

WHEREAS East Fork is equipped and staffed to provide a portion of Alpine County with emergency medical services, and,

WHEREAS East Fork is authorized to enter this agreement pursuant to Nevada Revised Statute 277.180 and Alpine County is authorized to enter this agreement by California Government Code Joint Exercise of Powers Act, section 6500.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

**1. SCOPE OF SERVICES.** East Fork will provide Alpine County emergency medical services to the extent it has appropriate equipment and qualified personnel reasonably available. Emergency medical services are defined as patient transportation and/or emergency treatment of the sick and or injured.

**2. TERM OF AGREEMENT.** This Agreement shall remain in full force and effect for successive one year periods until June 30, 2010, unless terminated earlier by either party.

**2. GEOGRAPHICAL LIMITATION.** The geographic response limits for East Fork providing emergency medical services under the terms of this agreement are 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 Pickets 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 Mono County Line

**3. REQUEST FOR ASSISTANCE.** The Commanding Officer, Incident Commander, or other responsible officer of Alpine County must request emergency medical services from East Fork through established communications channels.

**4. RESPONSE TO REQUEST.** Upon receipt of a request for emergency medical services as provided for in Paragraph 3 of this agreement, East Fork's Commanding Officer must immediately take the following action:

(A) Determine if East Fork has equipment and qualified personnel available to respond to



Alpine County's request and determine the type of equipment and number of personnel available.

(B) Determine what available equipment and what available qualified personnel should be dispatched.

(C) In the event the appropriate equipment and/or qualified personnel are available, then the Responding Party's Commanding Officer must dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

(D) East Fork is not required by this agreement to deplete unreasonably the emergency response resources available to provide emergency medical services in Douglas County.

(E) In the event the requested equipment and/or personnel are not available, then East Fork shall immediately advise Alpine County of such fact.

#### 5. PAYMENT FOR SERVICES.

(A) Alpine County shall pay to East Fork an annual fee of \$5,000, plus a subsidy in the amount of \$45,232.00 for a total of \$50,232.00. Payments shall be made in quarterly installments of \$12,558 due 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.

#### 6. INDEMNIFICATION.

Pursuant to Nevada Revised Statutes Chapter 41 and without waiving any provisions thereof, East Fork shall hold harmless, indemnify and defend Alpine County from and against any loss, damage, claim, suit or liability due to injury, including death resulting therefrom, or property damage, to any third party arising out of the negligent acts or omissions of the East Fork, its agents or employees, in connection with providing the services under this Contract and East Fork's duties and responsibilities pursuant to this Contract.

Alpine County shall hold harmless, indemnify and defend East Fork from and against any loss, damage, claim, suit or liability due to injury, including death resulting therefrom, or property damage, to any third party arising out of the negligent acts or omissions of Alpine County, its agents or employees, in connection with the services provided under the terms of this Contract, and Alpine County's duties and responsibilities pursuant to this Contract. Additionally, notwithstanding the above provisions, Alpine County will fully reimburse East Fork for any and all charges not covered by insurance in the event of any pending litigation, including but not limited to deductibles, excess damages and other like charges.

In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.



7. **INSURANCE.** Each party agrees to maintain liability insurance with minimum limits of \$2,000,000.00, covering the services provided under this Agreement. Each party shall provide the other with a certificate of insurance within sixty (30) days of the approval of this Agreement. Each party agrees to notify the other within thirty (30) days of any change in insurance. Each party shall maintain the insurance in full force and effect for the entire term and any renewal of this Agreement.

8. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by giving the other party 30 days written notice of its intention to terminate the Agreement. Any fees that are due and owing, including uncollectibles, shall be paid in the event this Agreement is terminated.

9. **CHOICE OF LAW.** Both parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this Agreement. Any and all disputes arising out of or in connection with this Agreement shall be litigated only in the Nevada Ninth Judicial District Court. Alpine County expressly consents to the jurisdiction of the Ninth Judicial District Court in Minden, Nevada.

10. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

11. **NON-ASSIGNABILITY.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

12. **NONAPPROPRIATION.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that either party does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

13. **HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT.** Both Alpine County and East Fork agree to follow the requirements of Health Information Portability and Accountability Act in carrying out the terms of this Agreement.

14. **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:

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 Agreement to be executed in good faith as of the day and year herein below.*

AGREED To On This 4 day of November, 2008.

BY: [Signature]  
Chairman,  
Alpine County Board of Supervisors

ATTEST: [Signature]  
Alpine County Clerk By: Sarah Simis, ~~Asst.~~ Co. Clerk

Approved as to form and legality: [Signature]  
Martin Fine, Alpine County Counsel

AGREED To On This 4<sup>th</sup> day of Dec, 2008.

BY: [Signature]  
Chairman, Board of Fire Commissioners  
East Fork Fire and Paramedic Districts

ATTEST: [Signature]  
Douglas County Clerk

BY: [Signature]  
Clerk to the Board  
Approved as to form and legality: [Signature]  
Michael McCormick, Assistant District Attorney

**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: Dec 10, 2008  
[Signature] Clerk of the 9<sup>th</sup> Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

4

48