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Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 0.00
BK-0909 PG- 601 RPTT: 0.00



Name: LISA OWEN, EFFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2009.248

(Title of Document)

FILED

NO. 2009.248

2009 SEP -3 AM 10:43

MUTUAL AID AGREEMENT
BETWEEN THE
EAST FORK FIRE DISTRICT, DOUGLAS COUNTY, NEVADA
AND
ANTELOPE VALLEY FIRE DISTRICT, CALIFORNIA
FOR
FIRE SERVICES

TED THRAN
CLERK

[Signature]

This Agreement is made and entered into by and between Antelope Valley Fire District, a political subdivision of the State of California and the East Fork Fire District (East Fork), a political subdivision of the State of Nevada.

WHEREAS, Antelope Valley Fire District and East Fork each maintain and operate fire services organizations; and

WHEREAS, both parties desire to enter into a Mutual Aid Agreement for emergency fire services and East Fork is authorized to enter this agreement pursuant to Nevada Revised Statute 277.180 and Antelope Valley Fire District is authorized to enter this agreement pursuant to California Government Code Joint Exercise of Powers Act, section 6500; and

WHEREAS, both parties specifically intend to exclude from this agreement the provision of aid in the event of an emergency involving hazardous materials and emergency medical services.

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

1. **PURPOSE.** This agreement sets forth guidelines under which each party agrees to provide the other assistance for control of fire, fire prevention, and/or other emergency support in the event of a major fire disaster, excluding any emergency event involving hazardous materials and excluding the provision of emergency medical services not associated with providing assistance during a fire emergency.

2. **REQUEST FOR ASSISTANCE.** The Commanding Officer, Incident Commander, or other responsible officer of either party (also known as the Requesting Party) is authorized to request assistance from the other party to this Agreement if confronted with an emergency situation involving control of fire, fire prevention, and/or other emergency support in the event of a emergency fire at which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party. No response to a mutual assistance request will be made by the parties unless such request is received through established communications channels.

3. **RESPONSE TO REQUEST.** Upon receipt of a request as provided for in Paragraph 2 of this Agreement, the Commanding Officer of the party receiving the request (also known as the Responding Party) must immediately take the following action:

A. Determine if the Responding Party has sufficient available equipment and qualified personnel available to respond to the request of the Requesting Party without unnecessarily exposing the Responding Agency jurisdiction to unnecessary risk.

B. In the event the requested equipment and/or qualified personnel are available, then the Responding Party's Commanding Officer may dispatch such equipment and personnel to the scene of the emergency with proper operating instructions. Any response to a request for assistance is voluntary, and the Responding Party is in no way obligated to expend funds on the Requesting Party.

C. It is the Responding Party's responsibility to ensure that any personnel or equipment dispatched is suitable for the fire emergency.

D. In the event that the requested equipment and/or personnel are not available, then the Responding Party's Commanding Officer shall immediately advise the Requesting Party of that fact.

E. In the event that Responding Party's personnel and/or equipment are needed for an emergency back in their jurisdiction, then no liability shall attach to the Responding Party for disengaging and returning to their jurisdiction.

F. The geographic response limits for East Fork providing assistance under the terms of this Agreement are:

- Within the boundaries of the Antelope Valley Fire District

G. The geographic response limits for Antelope Valley Fire District providing assistance under the terms of this Agreement is:

- East Fork Fire and Paramedic Districts which includes all of Douglas County but not for the Lake Tahoe basin.

4. COMMAND RESPONSIBILITY AT EMERGENCY SCENE. The Incident Commander of the Requesting Party at the scene of the emergency to which the response is made shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus.

If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, or in the absence of an Incident Commander of the Requesting Party to take command, the Responding Party may take command. The Requesting Party shall remain responsible for the operation regardless of which party is in command, and shall bear all liabilities associated with the incident.

The Requesting Party shall release the Responding Party from emergency duties as soon as practicable.

5. LIABILITY.

A. The parties agree that when Antelope Valley Fire District is the Requesting Party, Antelope Valley Fire District will be liable for, indemnify and hold harmless East Fork Fire from any and all liability that may arise out of the actions, command decisions and/or judgments that East Fork Fire personnel make while providing services to Alpine County as the Responding Party under the terms of this agreement.

B. The parties agree that when East Fork Fire is the Requesting Party, East Fork Fire will be liable for, indemnify and hold harmless Antelope Valley Fire District from any and all liability that may arise out of the actions, command decisions and/or judgments Antelope Valley Fire District personnel make while providing services to East Fork Fire as the Responding Party under the terms of this agreement.

C. Except as provided in paragraph 5(A), each party to this agreement agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees

6. REIMBURSEMENT FOR COSTS. The parties agree to provide aid to one another in accordance with this Agreement without expectation of reimbursement for up to the first 24 hours of any incident, from the time of request, except that if reimbursement for costs incurred during the first 24 hours is available from a third party, then Responding Party may seek reimbursement from the third party or the Requesting Party. This reimbursement provision does not include the cost of emergency medical services, which is covered by a separate agreement.

If aid is provided in accordance with this Agreement in excess of twenty-four (24) hours, the Requesting Party must reimburse the Responding Party its costs incurred from the time of request, unless otherwise agreed, at a rate to be negotiated by the parties to this agreement in accordance with prevailing practices and rates. The costs to be reimbursed may include, without limitation, the cost of equipment, personnel, damaged equipment, supplies, and food, lodging and subsistence costs necessary for the extended time period. If the parties are unable to agree to a negotiated rate of reimbursement, mediation must be utilized prior to the filing of any action for the recovery of money. A mediator shall be chosen from a list of Senior Judges maintained by the Nevada Supreme Court. Mediator costs shall be shared jointly by both parties.

7. INSURANCE. Each party 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.

8. TERM OF AGREEMENT. This Agreement shall remain in full force and effect until June 30, 2011, unless terminated early by either party. Either party may terminate this Agreement by giving the other party 30 days written notice of its intention to terminate the Agreement. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

This Agreement may be extended for successive two (2) year periods upon expiration of this original term of this Agreement if both parties agree in writing, at least sixty days prior to the expiration of the current Agreement, to extend said Agreement for another two year term.

9. AGREEMENT NOT EXCLUSIVE. This agreement is not intended to be exclusive as between the parties. Either of the parties may, as that party deems necessary or

expedient, enter into a separate Mutual Assistance Agreements with any other entities. Entry into such separate Agreements shall not change any relationship or covenant herein contained.

10. **CHOICE OF LAW.** The laws of Nevada shall govern the interpretation and enforcement of this Agreement. The parties agree that the Ninth Judicial District Court of the State of Nevada will be the forum for any litigation arising from this Agreement. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

11. **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.

12. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for emergency fire services to be executed as of the day and year herein below.

7/20/2009
Date

[Signature]
Scott G. Sherlock, Fire Chief AVFPD
With authority to sign on behalf of the
Antelope Valley Board of Fire Commissioners

Attest: Mark S. Spencer 8/12/09
Clerk date

8/3/09
Date

[Signature]
Tod F. Carlini, Fire Chief EFPD
With authority to sign on behalf of the
East Fork Board of Fire Commissioners

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: Sept 3, 2009
[Signature] Clerk of the 970 Judicial District Court
of the State of Nevada, in and for the County of Douglas

By [Signature] Deputy