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09/14/2012 11:39 AM

OFFICIAL RECORDS

Requested By:

Dc/Effpd

DOUGLAS COUNTY RECORDERS

Karen Ellison - Recorder

Page: 1 Of 7 Fee: 0.00

Bk: 0912 Pg: 3255



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Deputy: sd

Assessor's Parcel Number: N/A

Date: SEPTEMBER 14, 2012

Recording Requested By:

Name: LISA OWEN, EFFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A.

INTERLOCAL AGREEMENT #2012.205

(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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**INTERLOCAL AGREEMENT
BETWEEN THE
EAST FORK FIRE DISTRICT, DOUGLAS COUNTY, NEVADA
AND
ALPINE COUNTY, CALIFORNIA
FOR
FIRE SERVICES**

This Interlocal Agreement Between the East Fork Fire District, Douglas County, Nevada, and Alpine County, California, for Fire Service (the "Agreement") is made and entered into by and between Alpine County, a political subdivision of the State of California ("Alpine County"), and the East Fork Fire District ("East Fork"), a political subdivision of the State of Nevada. Alpine County and East Fork are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Alpine County and East Fork each maintain and operate fire services organizations;
and

WHEREAS, both Parties desire to enter into a Mutual Aid Agreement for emergency medical services and East Fork is authorized to enter this Agreement pursuant to Nevada Revised Statute 277.180 and Alpine County 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 mutually 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. INCORPORATED DOCUMENTS. The Parties agree that the services to be performed shall be specifically described This Agreement incorporates the following attachments in descending order of constructive precedence:

- ATTACHMENT A: Annual Operating Agreement (updated annually by March 1st)
- ATTACHMENT B: Fire District Map
- ATTACHMENT C: Alpine County Map

3. LIABILITY.

A. The Parties agree that when Alpine County requests assistance from East Fork, Alpine County will be liable for, indemnify, and hold harmless East Fork from any and all



liability that may arise out of the actions, command decisions and/or judgments that East Fork 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 requests assistance from Alpine County, East Fork will be liable for, indemnify, and hold harmless Alpine County from any and all liability that may arise out of the actions, command decisions and/or judgments Alpine County personnel make while providing services to East Fork 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

4. RESPONSE TO REQUEST. Upon receipt of a request for assistance as provided for in Paragraph 2 of this Agreement, the Commanding Officer of the Party receiving the request (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 Party requesting assistance (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 responding to 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 in its jurisdiction, then no liability shall attach to the Responding Party for disengaging and returning to its jurisdiction.
- F.** The geographic response limits for East Fork providing assistance under the terms of this Agreement are:
 - California State Route 4 from Kinney Reservoir to Woodfords, California, including the area known as Wolf Creek. California State Route 88 from the intersection of Pickets Junction in Hope Valley to the California/Nevada state line.
 - California State Route 89 (Monitor Pass) from the intersection of California State Route 4 to the Mono County Line.
 - California State Route 89 (Monitor Pass) from the intersection of California State Route 4 to the Mono County Line.



G. The geographic response limits for Alpine County providing assistance under the terms of this Agreement is:

- East Fork Fire and Paramedic Districts which includes all of Douglas County excepting only the Lake Tahoe basin.

5. **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 be solely responsible for any liability arising from the incident.

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

6. **INCIDENT COMMAND SYSTEM:** Each Party is expected to manage incidents under guidelines of the National Incident Command System (NIMS).

7. **REIMBURSEMENT FOR COSTS.** The Parties agree to provide aid to each other in accordance with this Agreement without expectation of reimbursement for up to the first 24 hours of any incident, from the time of request. However, 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 for personnel and materials provided during the first 24 hours of any incident. 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, then 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 necessary to respond to the incident. If the Parties are unable to agree to a negotiated rate of reimbursement, mediation must be utilized prior to the filing of any complaint or other legal action for the recovery of monies claimed due. The Parties agree to mutually select a mediator from a list of Senior Judges maintained by the Nevada Supreme Court. All mediator costs shall be shared jointly by both Parties.

8. **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.

9. **TERM OF AGREEMENT.** This Agreement shall remain in full force and effect until **June 30, 2017**, unless terminated earlier by either Party. Either Party may terminate this Agreement by giving the other Party no less than 30 days written notice of its intent to terminate the Agreement. Said written notice shall automatically terminate this Agreement on the date specified therein unless rescinded prior in writing.

By no later than March 1st of each year, the Parties agree to meet and confer to update an Annual Operating Plan that is incorporated herein as Attachment A of this Agreement.

10. **AGREEMENT NOT EXCLUSIVE.** This Agreement is not intended to be exclusive as between the Parties. Either of the Parties may, as each Party deems necessary or expedient, enter into separate Mutual Assistance Agreements, or similar agreements, with other entities or agencies. Entry into such separate Agreements shall not change any relationship or covenant herein contained.

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

12. **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.

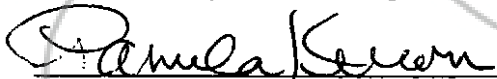
13. **NON-ASSIGNABILITY.** Neither Party shall assign, transfer or delegate any right, obligation or duty under this Agreement without the prior written consent of the other Party.

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



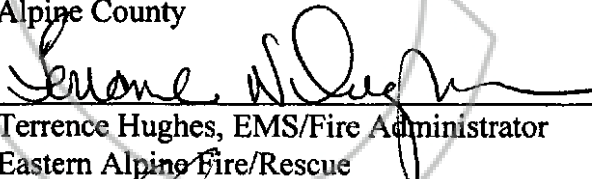
Henry "Skip" Veatch, Chairman
Alpine County Board of Supervisors

7/19/2012
(date)



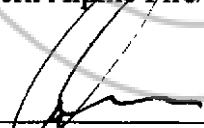
Pamela Knorr, County Administrative Officer
Alpine County

7/18/12
(date)



Terrence Hughes, EMS/Fire Administrator
Eastern Alpine Fire/Rescue

8/09/2012
(date)



Lee Bonner, Chairman

September 6, 2012
(date)



Board of Fire Commissioners

[Handwritten Signature]

Tod F. Carlini, District Fire Chief
East Fork Fire and Paramedic Districts

8/16/12
(date)

Attest: *[Handwritten Signature]*
Ted Thran, Douglas County Clerk

BY: *[Handwritten Signature]*
CLERK TO THE BOARD

COPY

Board of Fire Commissioners

[Signature]

Tod F. Carlini, District Fire Chief
East Fork Fire and Paramedic Districts

8/16/12
(date)

Attest: *[Signature]*
Ted Thran, Douglas County Clerk

BY: *[Signature]*
CLERK TO THE BOARD

NOTE! ATTACHMENTS A, B & C ARE N/A.

COPY

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 14 2012
[Signature] Clerk of the 6th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

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By *[Signature]* Deputy

