

Doc Number: **0831878**

10/10/2013 10:40 AM

OFFICIAL RECORDS

Requested By:

EAST FORK FIRE PARAMEDIC DISTRICT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 7

Fee: \$ 0.00

Bk: 1013 Pg: 2111



Deputy pk

Assessor's Parcel Number: N/A

Date: OCTOBER 10, 2013

Recording Requested By:

Name: LISA OWEN, EFPD

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL AGREEMENT #2013.239

(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.



FILED

NO. 2013-239

2013 OCT 10 AM 9:46

TED THUAN
CLERK

BY *[Signature]*

**INTERLOCAL AGREEMENT
BETWEEN
EAST FORK FIRE AND PARAMEDIC DISTRICTS
AND
MONO COUNTY, CALIFORNIA
FOR
EMERGENCY MEDICAL SERVICES**

This Interlocal Agreement for Emergency Medical Services (the "Agreement") is made and entered into by and between Mono County, a political subdivision of the State of California, and the East Fork Fire and Paramedic Districts ("East Fork"), a political subdivision of the State of Nevada. Mono County and East Fork are at times collectively referred to hereinafter as the "parties" or individually as a "party."

WHEREAS, Mono County and East Fork each maintain and operate emergency medical 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 Mono County is authorized to enter this agreement pursuant to the laws of the State of California, including the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.); and

WHEREAS, East Fork may provide paramedics on a fire engine to Mono County at its request; and

WHEREAS, this Agreement covers only the provision of Emergency Medical Services; and

WHEREAS, fire mutual aid is provided to the parties through a separate jurisdictional fire agency; and

WHEREAS, both parties specifically intend to exclude from this Agreement the provision of aid in the event of an emergency involving hazardous materials;

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 party assistance during any emergency in the event of a major incident that exceeds the operational capacity of either party.

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 (to be updated annually by March 1st)
- ATTACHMENT B: East Fork Fire District Map
- ATTACHMENT C: Mono County EMS Map

In the event of any conflict between the terms of this Agreement and the attachments, this Agreement shall govern.

3. LIABILITY.

A. The parties agree that when Mono County requests assistance from East Fork, Mono County will be liable for, indemnify, and hold East Fork harmless from any and all liability (except for liability caused or alleged to be caused by the medical malpractice of East Fork) that may arise out of the actions, command decisions and/or judgments that East Fork makes while providing services to Mono County as the Responding Party under the terms of this Agreement. In the event of liability caused or alleged to be caused by the medical malpractice of East Fork, Mono County shall have no liability, and no obligation to defend, indemnify, or hold East Fork harmless. For purposes of this paragraph "East Fork" includes its officers, agents, and employees.

B. The parties agree that when East Fork requests assistance from Mono County, East Fork will be liable for, indemnify, and hold Mono County harmless from any and all liability (except for liability caused or alleged to be caused by the medical malpractice of Mono County) that may arise out of the actions, command decisions and/or judgments which Mono County makes while providing services to East Fork as the Responding Party under the terms of this Agreement. In the event of liability caused or alleged to be caused by the medical malpractice of Mono County, East Fork shall have no liability, and no obligation to defend, indemnify, or hold Mono County harmless. For purposes of this paragraph "Mono County" includes its officers, agents, and employees.

C. Except as otherwise provided in paragraphs 3(A) and 3(B), 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 this Agreement, the Commanding Officer of the party receiving the request 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 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 to respond to another emergency.

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, unless otherwise provided by paragraph 3 of this Agreement. 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 in compliance with all applicable laws and standards.

7. **REIMBURSEMENT FOR COSTS.**

A. 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. Patients will be billed for the medical service delivered by either party.

B. If aid is provided in accordance with this Agreement in excess of twenty-four (24) hours, then the Requesting Party shall 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, unless such costs are reimbursable by a third party. 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. The parties agree that the mediator's decision is final and binding.

8. INSURANCE. Each party shall 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. All monies due and owing shall survive the termination of this Agreement.

By no later than March 1st of each year, the parties agree to meet and confer to update the 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, 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 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 Interlocal Agreement for Emergency Medical Services to be executed as of the day and year herein below and intend to be legally bound thereby.

MONO COUNTY

[Signature]

7-17-13

Byng Hunt, Chairman
Mono County Board of Supervisors

(date)

Attest: *[Signature]*
Mono County Clerk

Acknowledged: *[Signature]*, EMS Director
Mono County EMS

EAST FORK FIRE & PARAMEDIC DISTRICTS

[Signature]

9/5/13

Greg Lynn, Chairman
East Fork Board of Fire Commissioners

(date)

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

BY *[Signature]*
Clerk to the Board

Acknowledged: *[Signature]*
Chief Ted Carlini
East Fork Fire and Paramedic Districts

RECEIVED
JUL 22 2013
EAST FORK FIRE DISTRICT

**BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517**

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Deputy Clerk of the Board

**MEETING of
July 16, 2013**

**MINUTE ORDER
M13-171
Agenda Item: 13a**

TO: Ambulance Paramedics
SUBJECT: Mutual Aid Agreement with East Fork Fire

Approve County entry into proposed contract with East Fork Fire and Paramedic Districts regarding Mutual Aid for EMS services, and authorize the Board Chair to execute said contract on behalf of the County.

**Fesko moved; Stump seconded
Vote: 5 Yes; 0 No**

Copies sent to:
County Counsel
Other:

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

10th day of July, 2013
By [Signature] Deputy