

**City of Carson City  
Agenda Report**

**Date Submitted:** 3-20-15

**Agenda Date Requested:** April 2, 2015  
**Time Requested:**

**To:** Mayor and Supervisors  
**From:** Fire Chief, Robert Schreihans

**Subject Title:** For Possible Action: To adopt a resolution \_\_\_\_\_ to enter into an Interlocal Agreement between Carson City, Central Lyon County Fire Protection District, East Fork Fire Protection District, North Lyon County Fire Protection District, Storey County Fire Protection District, and Tahoe Douglas Fire Protection District. (Robert Schreihans)

**Staff Summary:** Under this agreement all the governing bodies of the Parties agree to honor each entities ambulance subscription programs. This will allow citizens who are enrolled in one jurisdiction to receive the same benefits of all of the participating agencies ambulance subscription programs. This will help promote the ambulance subscription program for all agencies in this agreement.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to adopt a resolution \_\_\_\_\_ to enter into an Interlocal Agreement between Carson City, Central Lyon County Fire Protection District, East Fork Fire Protection District, North Lyon County Fire Protection District, Storey County Fire Protection District, and Tahoe Douglas Fire Protection District

**Explanation for Recommended Board Action:** By accepting the Interlocal Agreement the participating agencies will accept each other's ambulance subscription program benefitting the surrounding communities with cost saving programs for emergency ambulance services when needed.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 277.180 authorizes public agencies to contract with any one or more other public agencies for the purpose of performing governmental services.

**Fiscal Impact:** Unknown

**Explanation of Impact:**

The fiscal impact is expected to be minimal, but will depend on the number of transports provided by Carson City Fire Department to patients covered under Ambulance Subscription

Programs with the other participating agencies. By accepting the Interlocal Agreement, the participating agencies will accept each other's ambulance subscription program benefitting Carson City and the surrounding communities with cost saving programs for emergency ambulance services when needed.

**Funding Source:**

**Alternatives:** Reject the agreement.

**Supporting Material:** Interlocal agreement.

**Prepared By:** Robert Schreihans, Fire Chief

**NOTE: A total of 2 original signatures are needed on the Mutual Aid Agreement.**

**Reviewed By:** Robert K. Schreihans Date: 3-20-15  
(Fire Chief)  
Nicholas Mariano Date: 3/24/15  
(City Manager)  
Joseph J. Whelan Date: 3/24/15  
(District Attorney)  
Michael A. Pugh Date: 3/24/15  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. \_\_\_\_\_**

This Interlocal Agreement is made by and between Carson City, Central Lyon County Fire Protection District, East Fork Fire Protection District, North Lyon County Fire Protection District, Storey County Fire Protection District, and Tahoe Douglas Fire Protection District (hereinafter collectively referred to as the "PARTIES" and individually referred to as a "PARTY").

**WHEREAS**, the Parties are public agencies under NRS 277.100 and NRS 277.180(1) which provide that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

**WHEREAS**, each Party is authorized by the laws of this state to perform or undertake the function of responding to and acting upon emergency medical incidents; and

**WHEREAS**, on occasion, residents of one Party's jurisdiction have a need for emergency medical care and transportation services (hereinafter referred to as ambulance services) in the geographic area under another Party's jurisdiction; and

**WHEREAS**, the Parties desire to enter into a written agreement with one another whereby enrollees to one Party's ambulance membership program would receive the same benefits for ambulance services provided by another Party's membership program; and

**WHEREAS**, the provision of the additional benefits to enrollees contemplated by this Agreement will make the membership programs more attractive to residents; and

**WHEREAS**, the membership programs provide additional revenues to fund the provision of ambulance services to inhabitants of the Parties' respective jurisdictions; and

**WHEREAS**, the provision of ambulance services promotes and protects the health and welfare of the inhabitants of each Party's jurisdiction;

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of the Interlocal Agreement for Ambulance Membership are hereby adopted and approved.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote.

VOTE:

AYES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

\_\_\_\_\_

ABSTAIN:

\_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST

\_\_\_\_\_  
Susan Merriwether, Clerk  
Carson City, Nevada

## **INTERLOCAL AGREEMENT**

Between Carson City Fire Department, Central Lyon County Fire Protection District,  
East Fork Fire Protection District, North Lyon County Fire Protection District, Storey County  
Fire Protection District, and Tahoe Douglas Fire Protection District  
("Party" or collectively the "Parties")

NOW, THEREFORE, the governing bodies of the Parties agree as follows:

1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. **AGREEMENT TERM.** The term of this Agreement commences on April 2, 2015 with no termination date, unless sooner terminated as set forth in paragraph 3 of this Agreement.
3. **TERMINATION.** This Agreement may be terminated by a Party prior to the date set forth in paragraph 3 of this Agreement by cancellation of the ambulance membership program in any Party's jurisdiction or until terminated by any Party upon thirty 30 days prior written notice to each of the other Parties.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Parties at the address set forth below.
5. **BILLING IN CERTAIN CIRCUMSTANCES.** If one Party provides ambulance services to an enrollee of another Party's membership program, the providing Party will bill for its services pursuant to the terms and conditions of the enrollee member's agreement.
6. **REIMBURSEMENT.** The Party providing ambulance services will not seek reimbursement directly from any other Party for services provided in transporting a patient who is a member of that Party's membership program.
7. **BILLING FOR MUTUAL OR AUTOMATIC AID RESPONSE.** If one Party responds to the jurisdiction of another Party for a mutual or automatic aid response and the responding Party provides billable services for a patient, the following will apply:

- a. The Party providing ambulance services will have the right to bill the patient, or the patient's insurance, for any services provided, except that any patient who is enrolled in any Party's ambulance membership program will be handled in accordance with paragraph 5 of this Agreement.
  - b. The jurisdiction that receives the ambulance services on behalf of a patient will not bill the patient, the patient's insurance, or the Party providing ambulance services.
  - c. The Party providing ambulance services will not seek reimbursement directly from any other Party for services provided in transporting a patient from that Party's jurisdiction.
8. ACCOUNTING/LEGAL SERVICES. No Party will provide accounting or legal services to any other Party as it relates to debts incurred as a result of this Agreement.
9. BILLING PRIOR TO EFFECTIVE DATE. All active billing accounts commenced prior to the effective date of this Agreement are not covered by this Agreement.
10. STANDARD OF CARE. This Agreement is not intended to affect the legal liability of any Party to the Agreement by imposing any standard of care other than the standard of care imposed by law. Personnel of the respective Parties shall not be deemed to be an agent or employee of the other Parties. It is understood and agreed that no Party to this Agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other Parties to this agreement do or fail to do, or their respective officers or employees do or fail to do, under or in connection with any work, authority, or jurisdiction delegated to it under this Agreement.
11. STANDARD OF SERVICE. This Agreement governs only how ambulance services are paid for and does not require any Party to provide any greater level of service or provide service in any greater geographical area than it otherwise provides in the absence of this Agreement.
12. INDEMNIFICATION.
  - a. To the fullest extent of limited liability, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party(ies) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party(ies), its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce

any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of the written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

13. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire Agreement between the Parties; this Agreement shall be enforced and constructed according to the laws of the State of Nevada; any modifications of this Agreement must be made in writing signed by the Parties; portions of this Agreement which are held invalid are severable from the rest of the Agreement; this Agreement may be recorded in the office of the County Recorder for the respective Party; the preamble and the recitals are hereby made a part of this Agreement; and this Agreement may be executed in any number of counterparts, each of which is deemed an original but together which constitutes but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Date: \_\_\_\_\_

Carson City Fire Department  
777 South Stewart Street  
Carson City, NV 89701

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Central Lyon County Fire Protection  
231 Corral Drive  
Dayton, NV 89403

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

East Fork Fire Protection District  
P.O. Box 218  
Minden, NV 89423

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

North Lyon County Fire Protection District  
195 E. Main Street  
Fernley, NV 89408

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Storey County Fire Protection District  
P.O. Box 603  
Virginia City, NV 89440

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Tahoe Douglas Fire Protection District  
P.O. Box 919  
Zephyr Cove, NV 89448

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

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By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

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Attorney: \_\_\_\_\_

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## **INTERLOCAL AGREEMENT**

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1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. **AGREEMENT TERM.** The term of this Agreement commences on April 2, 2015 with no termination date, unless sooner terminated as set forth in paragraph 3 of this Agreement.
3. **TERMINATION.** This Agreement may be terminated by a Party prior to the date set forth in paragraph 3 of this Agreement by cancellation of the ambulance membership program in any Party's jurisdiction or until terminated by any Party upon thirty 30 days prior written notice to each of the other Parties.
4. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Parties at the address set forth below.
5. **BILLING IN CERTAIN CIRCUMSTANCES.** If one Party provides ambulance services to an enrollee of another Party's membership program, the providing Party will bill for its services pursuant to the terms and conditions of the enrollee member's agreement.
6. **REIMBURSEMENT.** The Party providing ambulance services will not seek reimbursement directly from any other Party for services provided in transporting a patient who is a member of that Party's membership program.
7. **BILLING FOR MUTUAL OR AUTOMATIC AID RESPONSE.** If one Party responds to the jurisdiction of another Party for a mutual or automatic aid response and the responding Party provides billable services for a patient, the following will apply:

- a. The Party providing ambulance services will have the right to bill the patient, or the patient's insurance, for any services provided, except that any patient who is enrolled in any Party's ambulance membership program will be handled in accordance with paragraph 5 of this Agreement.
  - b. The jurisdiction that receives the ambulance services on behalf of a patient will not bill the patient, the patient's insurance, or the Party providing ambulance services.
  - c. The Party providing ambulance services will not seek reimbursement directly from any other Party for services provided in transporting a patient from that Party's jurisdiction.
8. ACCOUNTING/LEGAL SERVICES. No Party will provide accounting or legal services to any other Party as it relates to debts incurred as a result of this Agreement.
9. BILLING PRIOR TO EFFECTIVE DATE. All active billing accounts commenced prior to the effective date of this Agreement are not covered by this Agreement.
10. STANDARD OF CARE. This Agreement is not intended to affect the legal liability of any Party to the Agreement by imposing any standard of care other than the standard of care imposed by law. Personnel of the respective Parties shall not be deemed to be an agent or employee of the other Parties. It is understood and agreed that no Party to this Agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other Parties to this agreement do or fail to do, or their respective officers or employees do or fail to do, under or in connection with any work, authority, or jurisdiction delegated to it under this Agreement.
11. STANDARD OF SERVICE. This Agreement governs only how ambulance services are paid for and does not require any Party to provide any greater level of service or provide service in any greater geographical area than it otherwise provides in the absence of this Agreement.
12. INDEMNIFICATION.
  - a. To the fullest extent of limited liability, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party(ies) from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party(ies), its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce

any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of the written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

13. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire Agreement between the Parties; this Agreement shall be enforced and constructed according to the laws of the State of Nevada; any modifications of this Agreement must be made in writing signed by the Parties; portions of this Agreement which are held invalid are severable from the rest of the Agreement; this Agreement may be recorded in the office of the County Recorder for the respective Party; the preamble and the recitals are hereby made a part of this Agreement; and this Agreement may be executed in any number of counterparts, each of which is deemed an original but together which constitutes but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Date: \_\_\_\_\_

Carson City Fire Department  
777 South Stewart Street  
Carson City, NV 89701

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Central Lyon County Fire Protection  
231 Corral Drive  
Dayton, NV 89403

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

East Fork Fire Protection District  
P.O. Box 218  
Minden, NV 89423

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

North Lyon County Fire Protection District  
195 E. Main Street  
Fernley, NV 89408

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Storey County Fire Protection District  
P.O. Box 603  
Virginia City, NV 89440

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Tahoe Douglas Fire Protection District  
P.O. Box 919  
Zephyr Cove, NV 89448

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

## **INTERLOCAL AGREEMENT**

Between Carson City Fire Department, Central Lyon County Fire Protection District,  
East Fork Fire Protection District, North Lyon County Fire Protection District, Storey County  
Fire Protection District, and Tahoe Douglas Fire Protection District  
("Party" or collectively the "Parties")

NOW, THEREFORE, the governing bodies of the Parties agree as follows:

1. **REQUIRED APPROVAL.** This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each Party.
2. **AGREEMENT TERM.** The term of this Agreement commences on April 2, 2015 with no termination date, unless sooner terminated as set forth in paragraph 3 of this Agreement.
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any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of the written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

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Date: \_\_\_\_\_

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Carson City, NV 89701

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Central Lyon County Fire Protection  
231 Corral Drive  
Dayton, NV 89403

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

East Fork Fire Protection District  
P.O. Box 218  
Minden, NV 89423

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Attorney: \_\_\_\_\_

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Fernley, NV 89408

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Storey County Fire Protection District  
P.O. Box 603  
Virginia City, NV 89440

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

Tahoe Douglas Fire Protection District  
P.O. Box 919  
Zephyr Cove, NV 89448

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney: \_\_\_\_\_