

**AMBULANCE AND EMERGENCY MEDICAL SERVICES**

**OPERATIONS AGREEMENT**

**FOR PORTIONS OF SIERRA COUNTY SERVICE AREAS 1 & 2**

**PARTIES:**

DOWNIEVILLE FIRE PROTECTION DISTRICT,

SIERRA COUNTY SERVICE AREAS 1 & 2

and

THE COUNTY OF SIERRA

**SUBJECT MATTER:**

Agreement for Performance of Emergency Ambulance Services for  
Portions of Service Areas 1 & 2 of the County of Sierra by the  
Downieville Fire Protection District

**EFFECTIVE DATE OF AGREEMENT:**

February 7, 1995

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**TABLE OF CONTENTS**

PARTIES ..... 1

FACTUAL BACKGROUND ..... 1

OPERATIVE PROVISIONS ..... 2

1. APPOINTMENT OF THE FIRE DISTRICT AND  
COOPERATION OF THE COUNTY OF SIERRA. .... 2

    1.1 APPOINTMENT ..... 2

    1.2 COOPERATION ..... 2

2. TERM. .... 3

    2.1 INITIAL TERM ..... 3

    2.2 AUTOMATIC RENEWAL ..... 3

    2.3 TERMINATION OF AGREEMENT FOR CAUSE ..... 3

3. AGREEMENT TO PROVIDE SERVICE ..... 4

    3.1 PROVIDE EMERGENCY AMBULANCE SERVICE. .... 4

    3.2 ALTERATION OF AMBULANCE SERVICE. .... 4

4. INSURANCE ..... 5

    4.1 GENERAL LIABILITY. .... 5

    4.2 ERRORS AND OMISSION. .... 5

    4.3 AUTOMOBILE LIABILITY. .... 6

4.4 WORKER'S COMPENSATION. . . . . 6

4.5 NO LIMIT TO DISTRICT LIABILITY. . . . . 6

4.6 EXCESS INSURANCE. . . . . 7

4.7 ENDORSEMENT FOR NOTICE. . . . . 7

4.8 DOCUMENT FORM AND DEDUCTIBLES. . . . . 7

4.9 NOTICE OF COVERAGE TO COUNTY. . . . . 7

4.10 INSURANCE AS A CONDITION TO PERFORMANCE. . . . . 8

4.11 SUBCONTRACTOR'S OBLIGATIONS. . . . . 8

4.12 INSURANCE REIMBURSEMENT. . . . . 9

5: OPERATION AND SERVICE FEES. . . . . 9

5.1 FIRE DISTRICT OPERATION FEES . . . . . 9

5.2 DEPOSIT OF ALL FEES AND CHARGES . . . . . 9

5.3 ACCOUNTING PROCEDURES . . . . . 10

6. AMBULANCES . . . . . 11

6.1 EXISTING AMBULANCES . . . . . 11

6.2 VEHICLE LEASES UPON TERMINATION . . . . . 12

6.3 AMBULANCE REPLACEMENT POLICY . . . . . 12

7. AMBULANCE MAINTENANCE AND REPAIR . . . . . 13

8. EQUIPMENT AND SUPPLIES . . . . . 14

8.1 MEDICAL SUPPLIES . . . . . 14

8.2	NEW EQUIPMENT .....	14
9.	BASE FACILITIES AND DISPATCHING .....	15
9.1	BASE FACILITIES .....	15
9.2	DISPATCHING AND COMMUNICATION .....	15
10.	PERSONNEL AND TRAINING .....	16
10.1	PERSONNEL .....	16
10.2	TRAINING .....	17
10.3	COOPERATION WITH THE EMERGENCY MEDICAL CARE COMMITTEE AND THE COUNTY .....	17
11.	INTERPRETATION AND ENFORCEMENT. ....	17
11.1	WAIVER. ....	17
11.2	ASSIGNMENT. ....	18
11.3	COMPLETENESS OF INSTRUMENT. ....	18
11.4	SUPERSEDES PRIOR AGREEMENTS. ....	18
11.5	ATTORNEY'S FEES. ....	18
11.6	CAPTIONS. ....	19
11.7	DEFINITIONS. ....	19
11.7.1	NUMBER AND GENDER. ....	19
11.7.2	MANDATORY AND PERMISSIVE. ....	19
11.7.3	TERM INCLUDES EXTENSIONS. ....	19

11.8 SUCCESSORS AND ASSIGNS. . . . . 20

11.9 MODIFICATION. . . . . 20

11.10 COUNTERPARTS. . . . . 20

11.11 OTHER DOCUMENTS. . . . . 20

11.12 PARTIAL INVALIDITY. . . . . 21

11.13 JURISDICTION. . . . . 21

11.14 CONTROLLING LAW. . . . . 21

11.15 INCORPORATION OF EXHIBITS. . . . . 21

11.16 TIME IS OF THE ESSENCE. . . . . 21

11.17 AUTHORITY. . . . . 22

11.18 NOTICES. . . . . 22

11.19 EFFECTIVE DATE OF THIS AGREEMENT. . . . . 24

SIGNATURES . . . . . 14

EXHIBITS:

- A: Map of County Service Areas, Recital
- B: Description of Ambulances #1 & #2
- C: Lease of Ambulance #1
- D: Lease of Ambulance #2

**AMBULANCE AND EMERGENCY MEDICAL SERVICES****OPERATIONS AGREEMENT****FOR PORTIONS OF SIERRA COUNTY SERVICE AREAS 1 & 2****PARTIES**

This **AMBULANCE AND EMERGENCY MEDICAL SERVICES OPERATIONS AGREEMENT FOR PORTIONS OF SIERRA COUNTY SERVICE AREAS 1 & 2** (hereinafter referred to as "the Agreement") is entered into as of February 7, 1995 by and between the **COUNTY OF SIERRA**, a political subdivision of the State of California (hereinafter collectively referred to as "the County"), **COUNTY SERVICE AREAS 1 AND 2** and the **DOWNIEVILLE FIRE PROTECTION DISTRICT**, a local agency of Sierra County organized and operated pursuant to Government Code section 58000, *et seq.* ("the Fire District").

**FACTUAL BACKGROUND**

A. The County of Sierra is divided into five (5) Service Areas as shown on Exhibit "A" attached hereto and incorporated herein by this reference. This Agreement pertains to those portions of Service Areas 1 & 2 ("the Service Areas") marked in Exhibit "A" as "Ambulance Service Area."

B. The Board of Supervisors sits as the Board of Directors of each of the Service Areas.

C. The County desires to have Ambulance Base Stations located in Downieville and Pike.

D. It is the purpose of this Agreement to specify the terms and conditions by which the Fire District will provide Ambulance and Emergency Medical Services ("Ambulance Service") to the residents and visitors of the Service Areas that meets or exceeds State EMS and Nor Cal standards for patient care in a cost effective manner that does not require the Fire District to utilize its operating revenues and provides operational revenues to minimize the County's contribution to operational costs.

**NOW THEREFORE**, in consideration of these premises and each and every covenant and condition set forth herein, the parties hereto agree as follows.

### **OPERATIVE PROVISIONS**

#### **1. APPOINTMENT OF THE FIRE DISTRICT AND COOPERATION OF THE COUNTY OF SIERRA.**

##### **1.1 APPOINTMENT.**

The County hereby appoints the Fire District and the Fire District hereby accepts appointment as operator of the Ambulance Service on the terms and conditions set forth in this Agreement.

##### **1.2 COOPERATION.**

The County of Sierra agrees to use reasonable efforts to annually make adequate budgetary appropriations to cover the County's obligations under the terms of this Agreement. In the event that the County fails to fully appropriate the funds

necessary to perform under this Agreement, then the County may cancel the Agreement effective upon 30 days written notice.

**2. TERM.**

**2.1 INITIAL TERM.**

Subject to the termination provisions set forth herein, this Agreement shall continue in full force and effect for the initial period commencing at 12:01 a.m. (midnight), February 7, 1995, and continuing to 12:01 a.m. (midnight), June 30, 1996, whereupon it shall terminate unless otherwise extended or renewed.

**2.2 AUTOMATIC RENEWAL.**

Subject to notice of cancellation or termination as provided in paragraphs 1.2 or 2.3, this Agreement shall automatically renew each successive year following the initial term unless either party shall provide the other with written notice of such party's election to terminate this Agreement, which notice shall be given not less than 60 nor more than 90 days prior to the expiration of each successive one (1) year period, respectively.

**2.3 TERMINATION OF AGREEMENT FOR CAUSE.**

In the event that either party breaches the terms hereof, or in the opinion of the County the Fire District fails to provide minimally adequate Emergency Ambulance Service ("defective service"), such party shall be given not less than a ten (10) day notice within which time period to correct a monetary default and



a thirty (30) day notice within which to correct a non-monetary default. In the event such default or defective service is not cured within the time requirements of said notice, this Agreement may be terminated at the option of the nonbreaching party.

**3. AGREEMENT TO PROVIDE SERVICE.**

During the term of this Agreement the Fire District shall have the following duties and responsibilities, in addition to those set forth in the lease terms pursuant to Provision 6 below.

**3.1 PROVIDE EMERGENCY AMBULANCE SERVICE.**

During the term of this Agreement, provided that the County complies with its obligations set forth herein, the Fire District agrees to provide Ambulance Service to Portions of the Service Areas as shown in Exhibit "A" (attached hereto and incorporated by reference herein) by operating a minimum of two (2) ambulances ("Ambulances") one (1) primary ambulance and one (1) backup ambulance. No alteration of the Service Areas by the County shall alter the terms of this Agreement without the express written consent of the Fire District.

**3.2 ALTERATION OF AMBULANCE SERVICE.**

The Fire District shall not be obligated to expand the Ambulance Service beyond that set forth herein but may do so upon mutual agreement of the County and the Fire District.

**4. INSURANCE COVERAGE.**

Prior to rendering services provided by the terms and conditions of this Agreement, the Fire District shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to the County, naming the County of Sierra, and the County's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated below.

**4.1 GENERAL LIABILITY.**

Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and with not less than One Million Dollars (\$1,000,000.00) aggregate; the Fire District shall insure the Service Areas, the County and the Fire District against any liability arising under or related to this Agreement.

**4.2 ERRORS AND OMISSION.**

During the term of this Agreement, the Fire District shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per incident and One Million Dollars (\$1,000,000.00) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The Fire District shall provide such insurance coverage so long as the latter is reasonably

available through insurance underwriters covering emergency ambulance services in the County of Sierra. In the event the Fire District is unable to obtain such malpractice insurance coverage, the County shall have option to terminate this Agreement concurrently with the termination of such malpractice coverage. Such termination shall not terminate accrued rights and obligations of the parties hereto to the date of termination.

#### **4.3 AUTOMOBILE LIABILITY.**

Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000.00) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

#### **4.4 WORKER'S COMPENSATION.**

Workers' compensation Insurance coverage for all the Fire District employees and other persons for whom the Fire District is responsible to provide such insurance coverage, as provided for by the Labor Code.

#### **4.5 NO LIMIT TO DISTRICT LIABILITY.**

The limits of insurance herein shall not limit the liability of the Fire District hereunder.

**4.6 EXCESS INSURANCE.**

In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

**4.7 ENDORSEMENT FOR NOTICE.**

The insurance shall include an endorsement that no cancellation or material change adversely affecting coverage provided may be made until twenty (20) days after written notice is delivered to the County.

**4.8 DOCUMENT FORM AND DEDUCTIBLES.**

The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to the County. Deductibles for insurance required by paragraphs 4.1, 4.2 and 4.3, shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) per occurrence. All deductibles shall be paid from the Ambulance Service Fund.

**4.9 NOTICE OF COVERAGE TO COUNTY.**

Prior to the Fire District rendering services provided by this Agreement, and immediately upon acquiring additional insurance, the Fire District shall deliver a certificate of insurance describing insurance coverage and endorsements to:

County of Sierra  
Auditor/Risk-Manager  
P.O. Box 425  
Downieville, CA 95936

#### **4.10 INSURANCE AS A CONDITION TO PERFORMANCE.**

The Fire District shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and the Fire District has delivered the certificate(s) of insurance to County as previously described. If the Fire District shall fail to procure and maintain said insurance, the County may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by the County. The policies of insurance provided herein which are to be provided by the Fire District shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, the Fire District will deliver to the County a renewal or new policy to take the place of the policy expiring.

#### **4.11 SUBCONTRACTOR'S OBLIGATIONS.**

Any subcontractor(s), independent contractor(s) or any type of agents(s) performing or hired to perform any term or condition of this Agreement on behalf of the Fire District, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section 4 entitled "INSURANCE\COVERAGE." Furthermore, the Fire

District shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### **4.12 INSURANCE REIMBURSEMENT.**

Subject to the appropriation of funds as provided for in paragraph 1.2 of this Agreement. The County shall reimburse the Fire District for the reasonable cost of the insurance specified in 4.1, 4.2, 4.3 and 4.6. The County may require specific documentation to support the cost of the insurance for which reimbursement is requested pursuant to this paragraph.

### **5. OPERATION AND SERVICE FEES.**

#### **5.1 FIRE DISTRICT OPERATION FEES.**

The Fire District shall be solely entitled to and responsible for billing and collecting all fees and charges for Ambulance Service performed pursuant to the terms of this Agreement.

#### **5.2 DEPOSIT OF ALL FEES AND CHARGES.**

All fees and charges collected by the Fire District shall be deposited in the County Treasury on no later than a bi-weekly basis. The County agrees that all sums deposited in the County Treasury shall be maintained in a separate fund solely for the benefit of the Ambulance Service (the "Ambulance Service Fund" or "Fund"). The County shall not levy any fee or charge to the District for maintaining this separate fund. The District, with the approval of the County

Auditor, may maintain a cash account at the local bank for purposes of paying payroll expenses. Such cash account shall be replenished on an as needed basis, upon presentation by the Fire District of satisfactory documentation that the payroll costs paid from the cash account are related to the ambulance services. At the end of the 1996 fiscal year and before September 1, and each succeeding fiscal year, a committee composed of two members of each board (County and Fire District) shall meet to review distribution of net proceeds. If no agreement can be reached on distribution, the net proceeds shall remain in the Ambulance Service Fund.

### **5.3 ACCOUNTING PROCEDURES.**

The Fire District agrees to keep such books, operating statistics, and to follow such standard accounting procedures as may be mutually agreed to by the County Auditor and the Fire District. Such procedures shall include the obligation of the District to furnish within ten (10) working days of request such books, records and statistical information as requested by the County Auditor.

### **5.4 Annual Fiscal and Operational Review**

Starting July 1, 1996, and each July thereafter, or such other time as may be mutually agreed upon by the parties, representatives of the County and the Fire District shall meet and review the fiscal and operational aspects of the ambulance service operated by the Fire District for the purpose of determining whether

amendments to this Agreement are in the mutual interests of both parties.

**6. AMBULANCES.**

**6.1 EXISTING AMBULANCES.**

The Service Areas own two (2) ambulances subject to this Agreement, which are specifically described in Exhibit "B" attached hereto. Ambulance #1, owned by County Service Area 2, is a 1985 Ford (Vehicle ID #1FDKE0C3FH95975), and is presently operated out of Downieville. Ambulance #2, also owned by County Service Area 2, is a 1972 Chevrolet Suburban (Vehicle ID #CKR339Z1468031), and is presently used as a backup to Ambulance #1. Service Area 2 agrees to lease Ambulance #1 to the Fire District in accordance with the terms of the lease attached hereto as Exhibit "C." Service Area 2 agrees to lease Ambulance #2 to the Fire District in accordance with the terms of the lease attached hereto as Exhibit "D." The term of the Ambulance leases shall be the same term as this Agreement. In the event of a conflict between this Agreement and the leases, this Agreement shall prevail. Within 60 days of the execution of this Agreement, representatives of the County and the Fire District shall meet with the Pike, Alleghany and Forrest City volunteer fire departments and representatives of the Sierra County EMCC and determine, prior to July 1, 1995, the capability of the individual departments to provide ambulance and EMS services that meets or exceeds State EMS and Nor Cal standards for patient care as well as the cost



effectiveness to the County and the Fire District. Failure of the aforementioned parties to reach any of the determinations called for in this numbered paragraph shall not affect any of the obligations contained in this Agreement.

## **6.2 VEHICLE LEASES UPON TERMINATION.**

A termination of this Agreement for any cause shall automatically terminate the leases pertaining to each Ambulance leased by the Service Areas to the Fire District, respectively.

## **6.3 AMBULANCE REPLACEMENT POLICY.**

Ambulance #1 will be replaced as part of the County's policy for replacing all primary ambulances every ten (10) years with the first replacement to take place no later than July 1, 1995. The replacement vehicle, equipment, condition (new or used), and the year in which the existing ambulance will be replaced, will be jointly approved by the County and the District.

The purchase price of the new ambulance shall be paid according to the following formula:

Total purchase price  
(Less) Trade-in (if any)  
(Less) Available Grant Funding  
= Balance

The balance is to be funded by the Sierra County General Fund.

### Limitations

1. The replacement ambulance may be acquired on a purchase, lease or lease/purchase basis.
2. No later than July 1, 1995, a mutually acceptable replacement ambulance shall be made available to the Fire District.

In the event that the due date for a replacement ambulance occurs and the parties are unable to reach consensus on the purchase, any party hereto may terminate the Ambulance Agreement on 90 days prior written notice. Termination of this Agreement shall be the sole and exclusive remedy for failure or inability to perform under such replacement policy provision, in whole or in part.

### **7. AMBULANCE MAINTENANCE AND REPAIR A JOINT RESPONSIBILITY.**

The County and the Fire District agree to be jointly responsible for the maintenance and repair of all Ambulances subject to this Agreement, including all radios and equipment thereon (collectively referred to as "Ambulances") in accordance with the following provisions:

**7.1** The Fire District shall diligently maintain the Ambulances under the terms of this Agreement and shall pay the first Eight Hundred Dollars (\$800.00) of such maintenance costs per year per ambulance.

7.2 The County shall be responsible for the cost of all maintenance and repair of the Ambulances above the Eight Hundred Dollar (\$800.00) per ambulance "deductible" set forth in 7.1 above.

7.3 Notwithstanding Sections 7.1 and 7.2 of this Agreement, Section 7 of Agreement 89-022 shall apply and govern ambulance maintenance expenses incurred prior to July 1, 1995. Accordingly, the "deductible" during this period of time shall be Twelve Hundred Dollars (\$1,200.00) or Six Hundred Dollars (\$600.00) per ambulance.

## **8. EQUIPMENT AND SUPPLIES.**

### **8.1 MEDICAL SUPPLIES.**

The Fire District shall provide necessary medical supplies to keep the Ambulances reasonably stocked at a level necessary to satisfactorily operate the Emergency Ambulance Service. The Fire District may utilize any inventory control procedures it deems reasonably necessary to assure the medical supplies are kept current and appropriately utilized. Within 30 days of the execution of this Agreement, the Fire District shall provide to each Service Area an inventory of existing equipment.

### **8.2 NEW EQUIPMENT FOR THE AMBULANCES.**

The cost of Ambulance modification and new equipment if mandated by the State of California or emergency medical services agencies, will be borne by the

County.

**9. BASE FACILITIES AND DISPATCHING.**

**9.1 BASE FACILITIES.**

As part of the consideration for this Agreement, the County agrees to provide garage facilities with fully enclosed, heated parking for the Downieville Ambulance and to provide parking for the Alleghany-Pike based Ambulance (should it be mutually agreed upon between the parties to station an ambulance in the Alleghany-Pike area), adequate storage for restocking and backup medical supplies, and utilities service in Downieville and Alleghany-Pike. The Fire District shall not be required to pay for or to reimburse the County for any expenses associated with providing base facilities.

**9.2 DISPATCHING AND COMMUNICATION.**

Sierra County shall provide, at no cost to the Fire District, radio dispatch and communications for the Ambulance service, including receiving of emergency calls, paging out Ambulance personnel (subject to the operating limits of the dispatching system), notifying the Fire District of emergency calls, maintaining radio communications with the Ambulances, providing repeaters and radio relay equipment which allow the Ambulances' radios to maintain contact with the County dispatcher, medical personnel and destination hospitals, and providing telephone contact with various personnel where radio contact has been

unavailable, consistent with County-wide dispatching policy. The Fire District agrees that the Ambulances shall have the capability to maintain radio contact with the County dispatcher according to procedures mutually agreed between Sierra County, the ambulance coordinator, the Sheriff, and the Fire District, and subject to the operating limits of the dispatching system.

**10. PERSONNEL AND TRAINING.**

**10.1 PERSONNEL.**

A minimum of two (2) qualified voluntary personnel shall be available to immediately respond to each Ambulance base location when called out. The parties hereto recognize that the personnel are "volunteers," and that the County has no direct control over whether or not personnel agree to staff or to respond to a call for the Ambulance Service. Correspondingly, the Fire District is not obligated to provide Ambulance Service to any Ambulance base location which does not meet at least the minimum personnel requirement as set forth herein, or to any area or location within any Service Area to which voluntary personnel are unable to unwilling to respond. In the event that the staffing of any Ambulance base location falls below the required personnel level, the Fire District reserves the right to remove that Ambulance from service until such staffing is returned to the level required by this Agreement. If the County is unable to secure adequate personnel, either party shall have the option to terminate this Agreement

with respect to such Service Area within sixty (60) days upon written notice to the other party.

#### **10.2 TRAINING.**

The Fire District shall arrange training of Ambulance personnel sufficient to enable such personnel to retain required Ambulance personnel certification, and shall arrange training for a reasonable number of new personnel as shall from time to time be warranted. The location, timing and extent of training shall be at the Fire District's discretion.

#### **10.3 COOPERATION WITH THE EMERGENCY MEDICAL CARE COMMITTEE AND THE COUNTY.**

The Fire District agrees to cooperate with the Emergency Medical Care Committee of Sierra County. Such cooperation will take the form of meetings and communications as necessary to insure optimum Ambulance Service in the County.

### **11. INTERPRETATION AND ENFORCEMENT.**

#### **11.1 WAIVER.**

A waiver by any party of any breach of any term, covenant or condition herein contained for any right or remedy of such party available hereunder or at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be

deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

#### **11.2 ASSIGNMENT.**

This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s).

#### **11.3 COMPLETENESS OF INSTRUMENT.**

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications made and amendments hereto must be in writing.

#### **11.4 SUPERSEDES PRIOR AGREEMENTS.**

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

#### **11.5 ATTORNEY'S FEES.**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the Court in

the same action or on a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

#### **11.6 CAPTIONS.**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

#### **11.7 DEFINITIONS.**

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**11.7.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**11.7.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**11.7.3 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.



**11.8 SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties in this Agreement, by or on behalf of, or for the benefit of any of the parties hereto, shall be binding and inure to the benefit of such party, its successors and assigns.

**11.9 MODIFICATION.**

No modification or waiver of any provisions of this Agreement or its attachments shall, in any event, be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**11.10 COUNTERPARTS.**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**11.11 OTHER DOCUMENTS.**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**11.12 PARTIAL INVALIDITY.**

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**11.13 JURISDICTION.**

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

**11.14 CONTROLLING LAW.**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**11.15 INCORPORATION OF EXHIBITS.**

All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

**11.16 TIME IS OF THE ESSENCE.**

Time is of the essence of this Agreement and each covenant and term a condition herein.

**11.17 AUTHORITY.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

**11.18 NOTICES.**

All written notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "the Service Areas":	Board of Directors Service Areas 1 and 2 County of Sierra Post Office Drawer D Downieville, California 95936
With a copy to:	County Counsel for Sierra County Post Office Box 457 Downieville, California 95936
If to "the County":	Board of Supervisors County of Sierra Post Office Drawer D Downieville, California 95936

95 023

FEB 07 1995

With a copy to:

County Counsel for Sierra County  
Post Office Box 457  
Downieville, California 95936

If to "the Fire District":

Downieville Fire Protection  
District  
Post Office Box 25  
Downieville, California 95936

**11.19 EFFECTIVE DATE OF THIS AGREEMENT.**

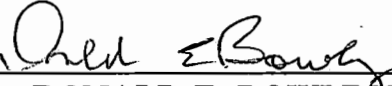
Effective Date of this Agreement is February 7, 1995.

**"SERVICE AREAS"**

**"FIRE DISTRICT"**


**COUNTY OF SIERRA, SERVICE AREAS  
1 & 2**

**DOWNIEVILLE FIRE  
PROTECTION DISTRICT**

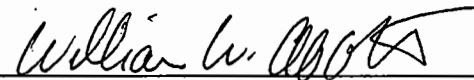
By   
DONALD E. BOWLING  
Chairman, Board of Directors  
Service Areas 1 and 2

By   
BILLY LAUX  
Chairman, Board of Directors

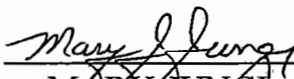
**"COUNTY OF SIERRA"**

By   
DONALD E. BOWLING  
Chairman, Board of Supervisors

**APPROVED AS TO FORM:**

By   
WILLIAM W. ABBOTT  
Special Counsel  
to Sierra County

**ATTEST:**

By   
MARY JUNGI  
Clerk for Sierra County

# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer 9  
Downieville, California 95936  
916-289-3295

June 20, 1985



Southern Ambulance Builder's Inc.  
c/o Mr. Edward Snider, Vice President  
833 New Franklin Road, Drawer 949  
LaGrange, Georgia 30241


Dear Mr. Snider:

On June 18, 1985, the Sierra County Board of Supervisors agreed to accept your quote on your Type III Ambulance, per the attached quotation and bid sheet, with the following changes:


1. Page eleven is amended in accordance with Exhibit "A" attached hereto and incorporated herein by reference.
2. Paragraph 4 of your proposal dated 6/13/85 is amended to read "Our terms are \$37,985 plus tax, upon our delivery of the unit to Downieville, California. Delivery will be accomplished in approximately 90 days after receipt of your order. Our price is for the purchase of a new unit."

If you are agreeable to these changes please sign below and return to me, by June 30, 1985.

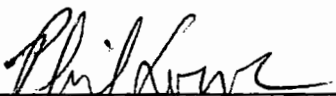
Counter proposal accepted:

  
Edward Snider, Vice President  
Southern Ambulance Builders, Inc.

Sincerely,

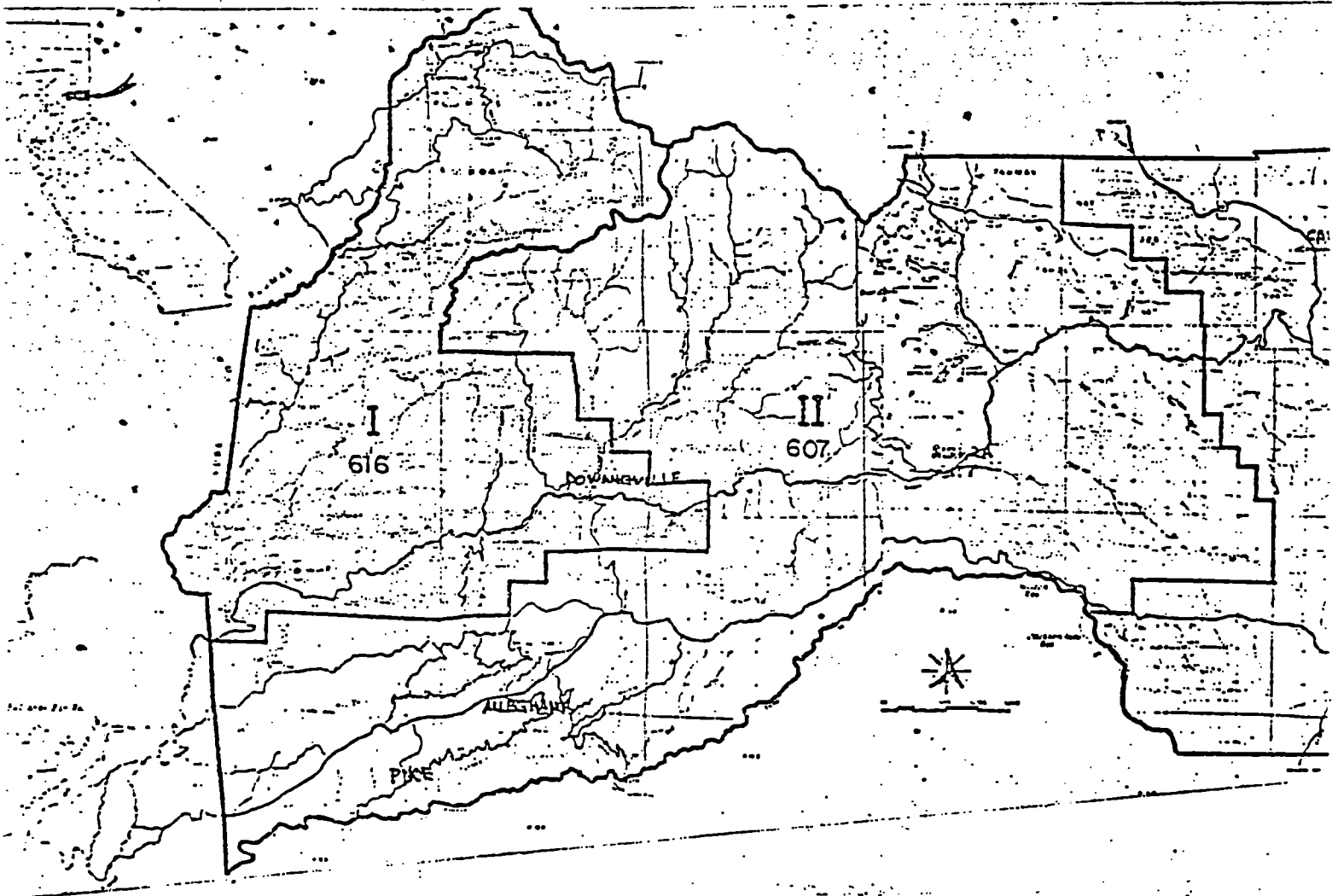
  
Earl Withycombe, Chairman  
Board of Supervisors, County of Sierra

Approved as to form:

  
Phil Lowe, County Counsel,  
County of Sierra

5  
08/01/85  
14-00

EXHIBIT "A"  
Map of Service Areas



**AMBULANCE AND EMERGENCY MEDICAL SERVICES OPERATIONS AGREEMENT  
FOR SIERRA COUNTY SERVICE AREAS #1 & #2**

**EXHIBIT B**

**DESCRIPTION OF AMBULANCES AND EQUIPMENT**

**AMBULANCE #1-(Sierra 3A)**

**BASE LOCATION:** Downieville  
**MAKE:** Ford  
**MODEL:** E350, 4 wheel drive, with air conditioning  
**YEAR:** 1985  
**LICENSE NO.:** 497475 (exempt)  
**VEHICLE ID NO.:** 1FDKE30L3FH95975  
**MILEAGE 3/15/89:** 22,271.7

**EQUIPMENT:**

- (1) EMS Motorola Radio
- (1) Sheriff Regency Radio
- (1) Datascope MD/3 Monitor/Defibrillator
- (1) Datascope Charger
- (3) Datascope Battery Packs
- (1) Laerdal Portable Suction with charger
- (1) Federal Siren
- (1) Fire Extinguisher (11 lb. ABC)
- (1) H-Type Oxygen Tank
- (1) E-Type Oxygen Tank
- (2) Full-Spine Backboard
- (2) Half-Spine Backboard
- (1) Adult Hare Traction Splint
- (1) Pediatric Hare Traction Splint
- (1) KED Body Splint
- (1) Extrication Kit
- (1) Gurney
- (1) First-Out Kit (trauma)
- (6) Small Oxygen Bottles
- (1) Medium Oxygen Bottle
- (4) Large Oxygen Bottles
- (2) Folding Litters
- (1) Handi Talkie
- (1) Set Tire Chains
- (1) Breakaway Litter
- (1) Set MAST Trousers<sup>1</sup>
- (1) Airway Equipment in Soft Cases<sup>2</sup>
- (1) IV Box<sup>3</sup>

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<sup>1</sup> Property of Western Sierra Medical Clinic

<sup>2</sup> Property of EMT-Paramedic Sandra Loving

<sup>3</sup> Property of EMT-Paramedic Sandra Loving



AMBULANCE AND EMERGENCY MEDICAL SERVICES OPERATIONS AGREEMENT  
FOR SIERRA COUNTY SERVICE AREAS #1 & #2

EXHIBIT B, CONTINUED

DESCRIPTION OF AMBULANCES AND EQUIPMENT

AMBULANCE #2 (Sierra 2A)

BASE LOCATION: Pike  
MAKE: Chevrolet  
MODEL: Suburban, 4 wheel drive  
YEAR: 1972  
LICENSE NO.: 602366 (exempt)  
VEHICLE ID NO.: CKR339Z1468031  
MILEAGE 3/15/89: 25,336.8

EQUIPMENT:

- (2) Grey Wool Blankets
- (1) Adult Backboard (3/4" Plywood)<sup>4</sup>
- (1) Child Backboard (3/4" Plywood)
- (1) Stretcher (Black Plastic Webbing)
- (1) Gurney (with plastic covered mattress)
- (1) Neck Brace Kit (Blue Bag, assorted sizes)
- (1) Neck Brace (Plastic, tall)
- (1) Neck Brace (Plastic, medium)
- (2) Neck Brace (Plastic, small)
- (1) Pillow
- (2) Oxygen Bottles (Size E)
- (2) Oxygen Bottles (Size D)
- (1) H Gauge Flow Meter
- (1) H Gauge Flow Meter
- (1) H Kit PMR2
- (1) Siren (Federal, with hand microphone and speaker)
- (1) Radio (Motorola, with hand microphone and speaker)<sup>5</sup>
- (1) Siren
- (1) Light Bar, emergency roof mounted (SAEW371)
- (1) Fire Extinguisher (Sentry, needs recharging)
- (1) Rear Radio with hand microphone (Motorola, Serial #TMH6125A)
- (1) Traction Splint
- (1) Backboard (Aluminum)
- (1) Ambu Bag<sup>6</sup>

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<sup>4</sup> Property of Pike Improvement Association

<sup>5</sup> Property of Pike Improvement Association

<sup>6</sup> Property of Pike Improvement Association

LEASE FOR DOWNIEVILLE AMBULANCE

SERVICE AREA 1 of the COUNTY OF SIERRA, a political subdivision of the State of California (hereinafter referred to as "Lessor"), and DOWNIEVILLE FIRE PROTECTION DISTRICT, a local agency of Sierra County organized and operated pursuant to Government Code Section 58000, et sec. (hereinafter referred to as "Lessee"), in consideration of the promises made herein and intending to be legally bound, agree as follows:

1. LEASE.

Lessor hereby leases to Lessor and Lessee hereby leases and hires from Lessor, an ambulance, more specifically described in the "Equipment and Inventory Schedule" attached hereto as Exhibit A (hereinafter referred to as "Ambulance").

2. CONDITION OF TRANSFER.

Prior to the Effective Date hereof, the Ambulance has been under the ownership and/or control of a private corporation known as "Sierra County Ambulance Service, Inc." operating under an agreement with Service Areas 1 and 2 of the County of Sierra ("the Service Areas"). The Service Areas will take all steps necessary to terminate any lease, license or use agreements, written or oral with Sierra County Ambulance Service, Inc. or to acquire title thereto, as the case pertains, and will deliver the Ambulance to the Fire District under this Lease in good working order and repair, stocked and equipped at normal operating levels.

3. TERM.

The term of this Lease commences on April 1, 1989, and ends June 30, 1990, or upon termination of the Ambulance Agreement between the Service Areas and Lessee, whichever occurs first.

4. RENEWAL.

Provided that the Ambulance Agreement remains in full force and effect by renewal or otherwise, this Lease shall automatically renew on the same terms and conditions as set forth herein. Any termination or notice of termination with respect to the Ambulance Agreement shall automatically constitute a termination or notice of termination of this Lease, respectively.

5. RENT.

The rent for the Ambulance and every item of equipment described in the schedule shall be the amount designated in the schedule. Lessee shall pay Lessor said rent in advance, in the amounts and at the times set forth in the schedule.

6. USE.

Lessee shall use the equipment in a careful and proper manner, and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the equipment.

7. LESSOR'S INSPECTION.

Lessor shall at any and all times during business hours have the right to enter into and on the premises where the equipment may be located for the purpose of inspecting the same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

8. ALTERATIONS.

Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the equipment. All additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of Lessor on the expiration, or earlier termination of this Lease.

9. REPAIRS.

Service Area 1 and the Fire District agree to be jointly responsible for the maintenance and repair of the Ambulance, including all radios and equipment thereon (collectively referred to as "Ambulance") in accordance with the following provisions:

9.1 The Fire District shall diligently maintain the Ambulance under the terms of this Lease and shall pay the first six hundred dollars (\$600) of such maintenance costs per year; and

9.2 Service Area 1 shall be responsible for the cost of all maintenance and repair of the Ambulance above the six hundred dollar (\$600) "deductible" set forth in 7.1 above.

10. LOSS AND DAMAGE; STIPULATED LOSS VALUE.

Lessor hereby assumes and shall bear the entire risk of less and damage to the equipment from any and every cause whatsoever.

11. SURRENDER.

On the expiration or earlier termination of this Lease, Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. The Ambulance shall be returned to Service Area 1 equipped and stocked in substantially the same manner as delivered to the Fire District at the inception of this Lease, outdated and replaced equipment excepted.

12. INSURANCE.

Lessor shall provide at its own expense and maintain in full force and effect during the term of this Agreement a policy or policies of insurance by the terms of which the County, the Lessee and Lessor, jointly and severally, are named as the insured and protected against liability and/or loss arising out of the condition, maintenance, use or operation of the Ambulance leased under the terms of this Lease in amounts not less than one million dollars (\$1,000,000) combined single limit for bodily injury or property damage; sixty thousand dollars (\$60,000) uninsured motorist coverage; two hundred fifty dollars (\$250) deductible collision; and one thousand dollars (\$1,000) deductible comprehensive insurance (including fire, theft and collision), and the Lessee shall be named as a loss payee on both the collision and comprehensive insurance. Such policy or policies shall provide at least ten (10) days advance notice to the Lessee, in writing, of cancellation, change or modification in any terms, conditions or amounts of coverage provided therein. Lessee shall be provided

with a certificate or other satisfactory evidence of such insurance on or before April 1, 1989. Lessor shall be considered in default should it fail to provide, maintain or pay for the insurance as required hereunder. However, the Lessee may, at its option, purchase insurance covering its interest at the expense of the Lessor. The Lessor agrees to reimburse the Lessee for such cost, not to exceed six thousand seven hundred dollars (\$6,700) annually, within ten (10) days from notification thereof.

**3. TAXES.**

Lessee shall keep the equipment free and clear of all levies, liens and encumbrances. Lessor shall pay all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment.

**4. DEFAULT.**

If Lessee, with regard to any item or items of equipment, fails to pay any rent or other amount herein provided within thirty (30) days after the same is due and payable, or Lessee, with regard to any item or items of equipment, fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to give Lessee notice of such breach specifying therein not less than thirty (30) days within which Lessee must cure such specified breach. In the event Lessee fails to cure said breach within the time specified in the notice, Lessor may terminate this Lease and take possession of any or all items or equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any taking of possession shall constitute a termination of this Lease as to any or all items of equipment.

**BANKRUPTCY.**

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied against the ambulance and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the equipment, Lessor may exercise the remedy set forth in Paragraph 13 hereof.

**OWNERSHIP.**

The Ambulance is, and shall at all times be and remain, the sole and exclusive property of Lessor. Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

**INTERPRETATION AND ENFORCEMENT.**

**17.1 WAIVER.**

A waiver by any party of any breach of any term, covenant or condition herein contained for any right or remedy of such party available hereunder or at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

17.2 ASSIGNMENT.

This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s).

17.3 COMPLETENESS OF INSTRUMENT.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications made and amendments hereto must be in writing.

17.4 SUPERSEDES PRIOR AGREEMENTS.

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

17.5 ATTORNEY'S FEES.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the Court in the same action or on a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

17.6 CAPTIONS.

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17.7 DEFINITIONS.

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

17.7.1 NUMBER AND GENDER.

In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

17.7.2 MANDATORY AND PERMISSIVE.

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

17.7.3 TERM INCLUDES EXTENSIONS.

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**17.8 SUCCESSORS AND ASSIGNS.**

All representations, covenants and warranties in this Agreement, by or on behalf of, or for the benefit of any of the parties hereto, shall be binding and inure to the benefit of such party, its successors and assigns.

**17.9 MODIFICATION.**

No modification or waiver of any provisions of this Agreement or its attachments shall, in any event, be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**17.10 COUNTERPARTS.**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**17.11 OTHER DOCUMENTS.**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**17.12 PARTIAL INVALIDITY.**

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**17.13 JURISDICTION.**

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

**17.14 CONTROLLING LAW.**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**17.15 INCORPORATION OF EXHIBITS.**

All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

**17.16 TIME IS OF THE ESSENCE.**

Time is of the essence of this Agreement and each covenant and term a condition herein.

**17.17 AUTHORITY.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

**17.18 NOTICES.**

All written notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

- If to "Lessor":                   Service Area 1  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936
  
- With a copy to:                   County Counsel for Sierra County  
Post Office Box 457  
Downieville, California 95936
  
- If to "Lessee":                   Downieville Fire Protection District  
Post Office Box 25  
Downieville, California 95936
  
- With a copy to:                   William W. Pangman, Esq.  
Post Office Box 495  
Downieville, California 95936
  
- If to "the County":               Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936

**17.19 EFFECTIVE DATE OF THIS AGREEMENT.**

Effective Date of this Agreement is April 1, 1989.

"Lessor"

"Lessee"

COUNTY OF SIERRA, SERVICE AREA 1

DOWNIEVILLE FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Jerry McCaffrey  
Chairman, Board of Directors  
of Service Area 1

By \_\_\_\_\_  
Joyce White  
Chairman, Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
CLAUDE BIDDLE  
County Counsel  
for Sierra County

ATTEST:

\_\_\_\_\_  
SANDRA LOVING  
Clerk for Sierra County

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LEASE FOR DOWNIEVILLE AMBULANCE  
EQUIPMENT AND INVENTORY SCHEDULE

EXHIBIT A

AMBULANCE #1 (Sierra 3A)

BASE LOCATION: Downieville  
RENT: \$1.00 per year payable July 1 of each succeeding year  
MAKE: Ford  
MODEL: E350, 4 wheel drive, with air conditioning  
YEAR: 1985  
LICENSE NO.: 497475 (exempt)  
VEHICLE ID NO.: 1FDKE30L3FH95975  
MILEAGE 3/15/89: 22,271.7

EQUIPMENT:

- (1) EMS Motorola Radio
- (1) Sheriff Regency Radio
- (1) Datascope MD/3 Monitor/Defibrillator
- (1) Datascope Charger
- (3) Datascope Battery Packs
- (1) Laerdal Portable Suction with charger
- (1) Federal Siren
- (1) Fire Extinguisher (11 lb. ABC)
- (1) H-Type Oxygen Tank
- (1) E-Type Oxygen Tank
- (2) Full-Spine Backboard
- (2) Half-Spine Backboard
- (1) Adult Hare Traction Splint
- (1) Pediatric Hare Traction Splint
- (1) KED Body Splint
- (1) Extrication Kit
- (1) Gurney
- (1) First-Out Kit (trauma)
- (6) Small Oxygen Bottles
- (1) Medium Oxygen Bottle
- (4) Large Oxygen Bottles
- (2) Folding Litters
- (1) Handi Talkie
- (1) Set Tire Chains
- (1) Breakaway Litter
- (1) Set MAST Trousers<sup>1</sup>
- (1) Airway Equipment in Soft Cases<sup>2</sup>
- (1) IV Box<sup>3</sup>

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<sup>1</sup> Property of Western Sierra Medical Clinic

<sup>2</sup> Property of EMT-Paramedic Sandra Loving

<sup>3</sup> Property of EMT-Paramedic Sandra Loving

## LEASE FOR ALLEGHANY/PIKE AMBULANCE

Service Area 2 of the COUNTY OF SIERRA, a political subdivision of the State of California (hereinafter referred to as "Lessor"), and DOWNIEVILLE FIRE PROTECTION DISTRICT, a local agency of Sierra County organized and operated pursuant to Government Code Section 58000, et sec. (hereinafter referred to as "Lessee"), in consideration of the promises made herein and intending to be legally bound, agree as follows:

### 1. LEASE.

Lessor hereby leases to Lessor and Lessee hereby leases and hires from Lessor, an ambulance, more specifically described in the "Equipment and Inventory Schedule" attached hereto as Exhibit A (hereinafter referred to as the "Ambulance").

### 2. CONDITION OF TRANSFER.

Prior to the Effective Date hereof, the Ambulance has been under the ownership and/or control of a private corporation known as "Sierra Ambulance Service, Inc." operating under an agreement with Service Areas 1 and 2 of the County of Sierra ("the Service Areas"). The Service Areas will take all steps necessary to terminate any lease, license or use agreements, written or oral with Sierra Ambulance Service, Inc. or to acquire title thereto, as the case pertains, and will deliver the Ambulance to the Fire District under terms of this Lease in good working order and repair, stocked and equipped at normal operating levels.

### 3. TERM.

The term of this Lease commences April 1, 1988, and ends June 30, 1990, or upon termination of the Ambulance Agreement between Service Area 2, whichever first occurs.

### 4. RENEWAL.

Provided that the Ambulance Agreement remains in full force and effect by renewal or otherwise, this Lease shall automatically renew on the same terms and conditions as set forth herein. Any termination or notice of termination with respect to the Ambulance Agreement shall automatically constitute a termination or notice of termination of this Lease, respectively.

### 5. RENT.

The rent for the Ambulance and every item of equipment described in the schedule shall be the amount designated in the schedule. Lessee shall pay Lessor said rent in advance, in the amounts and at the times set forth in the schedule.

### 6. USE.

Lessee shall use the equipment in a careful and proper manner, and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in anywise relating to the possession, use or maintenance of the equipment.

### 7. LESSOR'S INSPECTION.

Lessor shall at any and all times during business hours have the right to enter into and on the premises where the equipment may be located for the purpose of inspecting the

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same or observing its use. Lessee shall give Lessor immediate notice of any attachment or other judicial process affecting any item of equipment and shall, whenever requested by Lessor, advise Lessor of the exact location of the equipment.

**8. ALTERATIONS.**

Without the prior written consent of Lessor, Lessee shall not make any alterations, additions or improvements to the equipment. All additions and improvements of whatsoever kind or nature made to the equipment shall belong to and become the property of Lessor on the expiration, or earlier termination of this Lease.

**9. REPAIRS.**

Service Area 2 and the Fire District agree to be jointly responsible for the maintenance and repair of the Ambulance, including all radios and equipment thereon (collectively referred to as "Ambulance") in accordance with the following provisions:

9.1 The Fire District shall diligently maintain the Ambulance under the terms of this Lease and shall pay the first six hundred dollars (\$600) of such maintenance costs per year; and

9.2 Service Area 2 shall be responsible for the cost of all maintenance and repair of the Ambulance above the six hundred dollar (\$600) "deductible" set forth in 7.1 above.

**10. LOSS AND DAMAGE; STIPULATED LOSS VALUE.**

Lessor hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever.

**11. SURRENDER.**

On the expiration or earlier termination of this Lease, Lessee shall return the same to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. The Ambulance shall be returned to Service Area 2 equipped and stocked in substantially the same manner as delivered to the Fire District at the inception of this Lease, outdated and replaced equipment excepted.

**12. INSURANCE.**

Lessor shall provide at its own expense and maintain in full force and effect during the term of this Agreement a policy or policies of insurance by the terms of which the County, the Lessee and the Lessor, jointly and severally, are named as the insured and protected against liability and/or loss arising out of the condition, maintenance, use or operation of the Ambulance leased under the terms of this Lease in amounts not less than one million dollars (\$1,000,000) combined single limit for bodily injury or property damage; sixty thousand dollars (\$60,000) uninsured motorist coverage; two hundred fifty dollars (\$250) deductible collision; and one thousand dollars (\$1,000) deductible comprehensive insurance (including fire, theft and collision), and the Lessee shall be named as a loss payee on both the collision and comprehensive insurance. Such policy or policies shall provide at least ten (10) days advance notice to the Lessee, in writing, of cancellation, change or modification in any terms, conditions or amounts of coverage provided therein. The Lessee shall be provided with a certificate or other satisfactory evidence of such insurance on or before April 1, 1989. Lessor shall be considered in default should it fail to provide, maintain or pay for the insurance as required hereunder. However, the Lessee may, at its option, purchase insurance covering its interest at the expense of the Lessor. The Lessor

agrees to reimburse the Lessee for such cost, not to exceed six thousand seven hundred dollars (\$6,700) annually, within ten (10) days from notification thereof.

**12. TAXES.**

Lessee shall keep the equipment free and clear of all levies, liens and encumbrances. Lessor shall pay all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of the equipment.

**13. DEFAULT.**

If Lessee, with regard to any item or items of equipment, fails to pay any rent or other amount herein provided within thirty (30) days after the same is due and payable, or if Lessee, with regard to any item or items of equipment, fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to give Lessee notice of such breach specifying therein not less than thirty (30) days within which Lessee must cure such specified breach. In the event Lessee fails to cure said breach within the time specified in the notice, Lessor may terminate this Lease and take possession of any or all items or equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall constitute a termination of this Lease as to any or all items of equipment.

**14. BANKRUPTCY.**

Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if the Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the ambulance and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the equipment, Lessor may exercise the remedy set forth in Paragraph 13 hereof.

**15. OWNERSHIP.**

The Ambulance is, and shall at all times be and remain, the sole and exclusive property of Lessor. Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

**16. INTERPRETATION AND ENFORCEMENT.**

**16.1 WAIVER.**

A waiver by any party of any breach of any term, covenant or condition herein contained for any right or remedy of such party available hereunder or at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**16.2 ASSIGNMENT.**

This Agreement constitutes a personal contract and no party hereto shall

assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s).

### 16.3 COMPLETENESS OF INSTRUMENT.

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications made and amendments hereto must be in writing.

### 16.4 SUPERSEDES PRIOR AGREEMENTS.

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

### 16.5 ATTORNEY'S FEES.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the Court in the same action or on a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

### 16.6 CAPTIONS.

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

### 16.7 DEFINITIONS.

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

#### 16.7.1 NUMBER AND GENDER.

In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

#### 16.7.2 MANDATORY AND PERMISSIVE.

"Shall" and "will" and "agrees" are mandatory. "May" is permissive.

#### 16.7.3 TERM INCLUDES EXTENSIONS.

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

### 16.8 SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties in this Agreement, by or on behalf of, or for the benefit of any of the parties hereto, shall be binding and inure

to the benefit of such party, its successors and assigns.

**16.9 MODIFICATION.**

No modification or waiver of any provisions of this Agreement or its attachments shall, in any event, be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**16.10 COUNTERPARTS.**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**16.11 OTHER DOCUMENTS.**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**16.12 PARTIAL INVALIDITY.**

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**16.13 JURISDICTION.**

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Sierra, State of California.

**16.14 CONTROLLING LAW.**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**16.15 INCORPORATION OF EXHIBITS.**

All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

**16.16 TIME IS OF THE ESSENCE.**

Time is of the essence of this Agreement and each covenant and term a condition herein.

**16.17 AUTHORITY.**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and that all formal requirements

necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

16.18 NOTICES.

All written notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement may be served (as an alternative to personal service) by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "Lessor": Service Area 2  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936

With a copy to: County Counsel for Sierra County  
Post Office Box 457  
Downieville, California 95936

If to "Lessee": Downieville Fire Protection District  
Post Office Box 25  
Downieville, California 95936

With a copy to: William W. Pangman, Esq.  
Post Office Box 495  
Downieville, California 95936

If to "the County": Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, California 95936

16.19 EFFECTIVE DATE OF THIS AGREEMENT.

Effective Date of this Agreement is April 1, 1989.

"Lessor"

"Lessee"

COUNTY OF SIERRA, SERVICE AREA 2

DOWNIEVILLE FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Jerry McCaffrey  
Chairman, Board of Directors  
of Service Area 2

By Joyce White  
Joyce White  
Chairman, Board of Directors

APPROVED AS TO FORM:

\_\_\_\_\_  
CLAUDE BIDDLE  
County Counsel  
for Sierra County

~~AGREEMENT 89-022~~  
~~April 4, 1989~~

95 023

FEB 07 1995

ATTEST:

\_\_\_\_\_  
SANDRA LOVING  
Clerk for Sierra County

L41DV132.LSE 405891620



AMBULANCE AND EMERGENCY MEDICAL SERVICES OPERATIONS AGREEMENT  
FOR SIERRA COUNTY SERVICE AREAS #1 & #2

EXHIBIT E

AMBULANCE PERSONNEL WAGE RATES

AMBULANCE ATTENDANTS:	EMT-I	\$10.00 per hour
	EMT-II or PARAMEDIC	\$12.00 per hour

AMBULANCE DRIVERS: \$10.00 per hour\*

\* Including EMT-II or Paramedic while driving.

In all cases a minimum of three (3) hours wages will be paid for all call-outs.

LEASE FOR ALLEGHANY/PIKE AMBULANCE  
EQUIPMENT AND INVENTORY SCHEDULE

EXHIBIT A

AMBULANCE #2 (Sierra 2A)

BASE LOCATION: Pike  
RENT: \$1.00 per year payable July 1 of each succeeding year  
MAKE: Chevrolet  
MODEL: Suburban, 4 wheel drive  
YEAR: 1972  
LICENSE NO.: 602366 (exempt)  
VEHICLE ID NO.: CKR339Z1468031  
MILEAGE 3/15/89: 25,336.8

EQUIPMENT:

- (2) Grey Wool Blankets
- (1) Adult Backboard (3/4" Plywood)<sup>1</sup>
- (1) Child Backboard (3/4" Plywood)
- (1) Stretcher (Black Plastic Webbing)
- (1) Gurney (with plastic covered mattress)
- (1) Neck Brace Kit (Blue Bag, assorted sizes)
- (1) Neck Brace (Plastic, tall)
- (1) Neck Brace (Plastic, medium)
- (2) Neck Brace (Plastic, small)
- (1) Pillow
- (2) Oxygen Bottles (Size E)
- (2) Oxygen Bottles (Size D)
- (1) H Gauge Flow Meter
- (1) H Guage Flow Meter
- (1) H Kit PMR2
- (1) Siren (Federal, with hand microphone and speaker)
- (1) Radio (Motorola, with hand microphone and speaker)<sup>2</sup>
- (1) Siren
- (1) Light Bar, emergency roof mounted (SAEW371)
- (1) Fire Extinguisher (Sentry, needs recharging)
- (1) Rear Radio with hand microphone (Motorola, Serial #TMH6125A)
- (1) Traction Splint
- (1) Backboard (Aluminum)
- (1) Ambu Bag<sup>3</sup>

L41DV135.EX

<sup>1</sup> Property of Pike Improvement Association

<sup>2</sup> Property of Pike Improvement Association

<sup>3</sup> Property of Pike Improvement Association