

AGREEMENT FOR SERVICES #017-111-P-E2011
AMENDMENT I

This Amendment I to that Agreement for Services 017-111-P-E2011, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and California Tahoe Emergency Services Operations Authority; (hereinafter referred to as CAL TAHOE).

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY for contracted Prehospital Advanced Life Support services and dispatch services, in accordance with Agreement for Services #017-111-P-E2011, dated October 27, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the Health Services Department been reorganized and is now known as Health Services, a Department of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend **Section VIII – General Contract Requirements, Article XV - Notice to Parties**;

WHEREAS, the parties hereto have mutually agreed to modify indemnity language, thereby amending **Section VIII – General Contract Requirements, Article XVI - Indemnity**; and

WHEREAS, the parties hereto have mutually agreed to modify information regarding the certificate of insurance, thereby modifying **Section VIII – General Contract Requirements, Article XVII, H.**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #017-111-P-E2011 shall be amended a first time as follows:

- 1) All references in the original agreement to the “County Health Services Department” or “HSD” shall be deemed to refer to Health Services, a Department of the Health and Human Services Agency.

2) Section VIII, Article XV shall be amended in its entirety to read as follows:

Article XV - Notice To Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DANIEL NIELSON, M.P.A., DIRECTOR**

or to such other location as the COUNTY directs.

Notices to CAL TAHOE shall be addressed as follows:

**CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY
P.O. BOX 8917
SOUTH LAKE TAHOE, CA 96158
ATTN: BRYAN POND, EXECUTIVE DIRECTOR**

or to such other location as CAL TAHOE directs.

3) Section VIII, Article XVI shall be amended in its entirety to read as follows:

Article XVI – Indemnity

To the fullest extent of the law, CAL TAHOE shall defend, indemnify, and hold both COUNTY, its officers, employees, agents and representatives, and Alpine County, its officers, employees, agents and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, or Alpine County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with CAL TAHOE'S, or any of its Member Agency's services, operations, or performance hereunder, and/or in connection with or arising from the selection of CAL TAHOE as a responsible, responsive proposer, regardless of the existence or degree of fault or negligence on the part of COUNTY, Alpine County, CAL TAHOE, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COUNTY, its officers and employees, Alpine County, its officers and employees, or as expressly provided by statute. This duty of CAL TAHOE to indemnify and save COUNTY and Alpine County harmless includes the duties to defend as set forth in California Civil Code Section 2778.

4) Section VIII, Article XVII H shall be amended in its entirety to read as follows:

H. The certificate of insurance must include the following provisions stating that:

1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
3. The County of Alpine, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

Except as herein amended, all other parts and sections of that Agreement #017-111-P-E2011 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 2-6-2012
 Daniel Nielson, M.P.A., Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services 017-111-P-E2011 on the dates indicated below.

--COUNTY OF EL DORADO--


By: _____
John R. Knight, Chair
Board of Supervisors
COUNTY

Dated: _____

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

--CONTRACTOR--

By: 
Robert Bettencourt, Chairman
CAL TAHOE Board of Directors

Dated: MARCH 12th, 2012