

AGREEMENT FOR SERVICES #689-PHD1207  
AMENDMENT V

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This Amendment V to that Agreement for Services #689-PHD1207, 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");

**W I T N E S S E T H**

**WHEREAS**, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

**WHEREAS**, County provides prehospital Advanced Life Support (ALS) services and dispatch services under a public utility model to the residents of the County of El Dorado, and CAL TAHOE has been engaged by County to provide said services to the entire population of CSA No. 3 South Shore Area and a part of Alpine County, except for the "Tahoe West Shore Zone of Benefit," in accordance with Agreement for Services #689-PHD1207, dated August 30, 2001; Amendment I, dated February 25, 2003; Amendment II, dated September 21, 2004; Amendment III, dated March 15, 2005; and Amendment IV, dated October 25, 2005, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to modify **Section VIII – General Contract Requirements, Article VIII (I) Annual Audit** of said Agreement; and

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

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #689-PHD1207 shall be amended a fifth time as follows:

- I. All references in the original agreement to the “County Public Health Department” or “PHD” shall be deemed to refer to the Public Health Division (PHD) of the Health Services Department.
- II. Section VIII – General Contract Requirements, Article VIII – Compensation for Services, Item I – Annual Audit shall be amended in its entirety to read as follows:

**I Annual Audit**

CAL TAHOE acknowledges and agrees that the County is responsible for conducting/obtaining annual audits of CAL TAHOE’s books and records. CAL TAHOE may assist administratively in procuring a Certified Public Accountant (CPA) within their operational budget and County will provide reimbursement *on the condition that prior to CAL TAHOE procuring a CPA to conduct any annual audit, CAL TAHOE will confer with PHD and the County Auditor-Controller on requirements for the audit and the rate for audit services.* Each audit period shall be July 1 through June 30 for the term of this contract. CAL TAHOE and County acknowledge that annual audits are outstanding and required for fiscal years 2005-2006, 2006-2007, and 2007-2008, and will be required for all subsequent fiscal years during the term of this contract. For each annual audit, a written report, containing the audit results and corrective action plan if findings exist, shall be submitted to PHD within forty-five (45) days of completion of the audit. PHD shall forward the report to the County Auditor-Controller for implementation of any necessary corrective action and to the Board of Supervisors for receipt and filing.

For audit services procured by CAL TAHOE in accordance with this provision, *County reimbursement to CAL TAHOE will be provided as follows unless otherwise agreed in writing by County:* Upon completion of the audit and after receipt by PHD of the annual written audit report required by this provision, CAL TAHOE shall submit an itemized invoice detailing audit services rendered. Payment shall be made within forty-five (45) days following County receipt and approval of the itemized invoice detailing services provided in accordance with the requirements specified by County. The invoice shall include back-up documentation, including but not limited to, all billing statements or other billing information submitted to CAL TAHOE by the CPA or entity performing the audit.

- III. Section VIII – General Contract Requirements, Article XVI – Notice to Parties shall be amended in its entirety to read as follows:

**Article XVI – 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, Certified, Return receipt Requested.

Notices to County shall be in duplicate and addressed as follows:

**EL DORADO COUNTY  
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR**

or to such other location as County directs.

Notices to CAL TAHOE shall be addressed as follows:

**CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY  
300 NORTH LAKE BOULEVARD  
P.O. BOX 8358  
TAHOE CITY, CA 96145-8358  
ATTN: LEO HORTON, CHAIRMAN BOARD OF DIRECTORS**

or to such other location as CAL TAHOE directs.

Except as herein amended, all other parts and sections of that Agreement #689-PHD1207 shall remain unchanged and in full force and effect.

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

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

Neda West, Director  
**Health Services Department**

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IN WITNESS WHEREOF, the parties hereto have executed this fifth Amendment to that Agreement for Services #689-PHD1207 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Ron Briggs, Chairman  
Board of Supervisors  
"County"

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**-- CONTRACTOR --**

**CALIFORNIA TAHOE EMERGENCY SERVICES  
OPERATIONS AUTHORITY**

By: \_\_\_\_\_  
Leo Horton  
Chairman, Board of Directors  
"Contractor"

Dated: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Board Secretary

Dated: \_\_\_\_\_