

# ORIGINAL

## AGREEMENT FOR SERVICES #146-O1310 AMENDMENT I

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This Amendment I to that Agreement for Services #146-O1310, 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 Shock/Trauma Air Rescue, d.b.a. CALSTAR, a nonprofit regional air ambulance service, duly qualified to conduct business in the State of California, whose principle place of business is 4933 Bailey Loop, McClellan, CA 95652 and whose Agent for Service of Process is *Lynn D. Malmstrom, 4933 Bailey Loop, McClellan, CA 95692*; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, CALSTAR, a nonprofit, has been engaged by County for the provision of regional air ambulance services for the Emergency Medical Services Agency in accordance with Agreement for Services #146-O1310, incorporated herein and made by reference a part hereof; and

**WHEREAS**, CALSTAR, will be joining REACH Air Medical Services, LLC. ("REACH") under the corporate umbrella of REACH Medical Holdings, LLC (a wholly-owned subsidiary of Air Medical Group Holdings, Inc.); and

**WHEREAS**, CALSTAR will transfer its operations to a newly formed for-profit company named CALSTAR Air Medical Services, LLC ("CALSTAR Air"); and

**WHEREAS**, CALSTAR, a nonprofit, transitioning to CALSTAR Air, a for-profit limited liability company, has requested that the County accept work under the Agreement for Services #146-O1310 with CALSTAR Air; and

**WHEREAS**, CALSTAR, a nonprofit, will remain liable for all obligations, covenants, and conditions, and/or liabilities for services performed prior to execution of this Amendment I under the terms and conditions of Agreement for Services #146-O1310, as approved by the Board of Supervisors and executed on February 26, 2013, incorporated herein and made by reference a part hereof; and

**WHEREAS**, CALSTAR, a nonprofit, acknowledges and agrees that all existing indemnity and insurance obligations of CALSTAR, will remain in full force and effect for services performed prior to execution of this Amendment I for the duration of the Agreement for Services #146-O1310 and as thereafter required by the Agreement; and

**WHEREAS**, CALSTAR Air, a for-profit limited liability company, will assume all of Contractor's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #146-O1310; and

**WHEREAS**, County will accept this Amendment on condition that CALSTAR Air fulfill the terms and conditions of this Amendment 1 and the original Agreement for Services #146-O1310; and

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**WHEREAS**, the parties hereto have determined and agreed to amend Agreement for Services #146-O1310 a first time to read as follows; and

**WHEREAS**, the parties hereto have mutually agreed to amend **Article X – Independent Contractor Liability, and Article XII – Notice to Parties**;

**NOW, THEREFORE**, the parties agree to the assignment of the subject Agreement from CALSTAR, a nonprofit, to CALSTAR Air, a for profit limited liability company, effective upon execution of this Amendment 1, and that CALSTAR Air assumes all duties, covenants and obligations of the Contractor under the Agreement and is responsible for performing all services required under the Agreement for Services #146-O1310, as amended, effective upon execution of this Amendment 1, in accordance with all terms and conditions as defined in the Agreement, and CALSTAR shall remain liable, jointly and severally, for all work performed prior to final execution of this Amendment 1, and further agrees that all indemnity and insurance obligations remain in full force and effect for services performed prior to the effective date as stated herein above.

**NOW, THEREFORE**, the parties agree that Agreement for Services #146-O1310 shall be amended a first time to read as follows:

#### **ARTICLE X**

**Independent Contractor Liability:** CALSTAR/CALSTAR Air is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CALSTAR/CALSTAR Air exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CALSTAR/CALSTAR Air shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CALSTAR/CALSTAR Air or its employees.

#### **ARTICLE XII**

**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  
2900 FAIR LANE COURT  
PLACERVILLE, CA 95667  
ATTN: Emergency Medical Services Agency Administrator

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

With a Copy to:

CALSTAR AIR  
4933 BAILEY LOOP  
MCCLELLAN, CA 95652  
ATTN: PRESIDENT

GENERAL COUNSEL  
1001 BOARDWALK SPRINGS PL  
SUITE 250  
O'FALLON, MO 63368

or to such other location as the Contractor directs.

Except as herein amended, all other parts and sections of this Agreement for Services #146-O1310 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Richard W. Todd  
Richard W. Todd  
EMS Agency Administrator  
Health and Human Services Agency

Dated: 8-26-2016

**Requesting Department Head Concurrence:**

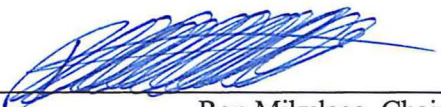
By: Patricia Charles-Heathers  
Patricia Charles-Heathers, Ph. D.  
Director  
Health and Human Services Agency

Dated: 8-26-16

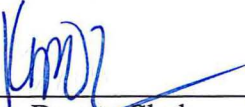
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement #146-O1310 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 8/30/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"

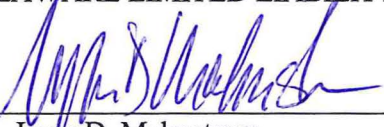
ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 8/30/14

-- CONTRACTOR --

CALSTAR AIR MEDICAL SERVICES LLC  
A DELAWARE LIMITED LIABILITY COMPANY

By:   
Lynn D. Malmstrom  
President and CEO  
"Contractor"

Dated: 8/26/16

By:   
Corporate Secretary  
THADDEUS HENDERSON

Dated: 8/29/16

JA