

MEMORANDUM OF UNDERSTANDING #687-PHD1107
AMENDMENT I

This Amendment I to that Memorandum of Understanding #687-PHD1107, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as EL DORADO) and County of Alpine; (hereinafter referred to as ALPINE).

R E C I T A L S

WHEREAS, EL DORADO has been engaged by ALPINE to provide ambulance service into an area of Alpine County contiguous to the boundaries of the area commonly known as County of El Dorado Service Area No. 3 (CSA #3) under a County of El Dorado contract with a local ambulance service contractor, in accordance with Memorandum of Understanding (MOU) #687-PHD1107, dated December 18, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original MOU in accordance with Item 1 - Term, amending *Item #1 - Term*; and

WHEREAS, the parties hereto have mutually agreed to amend *Item #4 - Insurance*; and

WHEREAS, the parties hereto have mutually agreed to amend *Item #11 - Default, Termination, and Cancellation*; and

WHEREAS, the parties hereto have mutually agreed to amend *Item #12 - Notices*; and

WHEREAS, the parties hereto have mutually agreed to amend *Item #15 - Administrator*;

NOW THEREFORE, the parties do hereby agree that Memorandum of Understanding #687-PHD1107 shall be amended a first time as follows:

1) Item #1 - shall be amended in its entirety to read as follows:

1. TERM

The term of this MOU shall be January 1, 2008 through December 31, 2011, unless modified by a written agreement of the parties or earlier terminated by either of the parties. Either party may terminate this MOU without cause upon sixty (60) days written notice to the other party, in accordance with Section 12 below.

2) Item #4 shall be amended in its entirety to read as follows:

4. INSURANCE

EI DORADO shall ensure that its ambulance service contractor obtains and keeps in full force and effect, at contractor's own expense, insurance coverage as required by the Agreement between the County of El Dorado and its contracted ambulance service provider. The County of El Dorado shall notify the County of Alpine in the event that there are any changes to the current insurance requirements as set forth in the contract between the County of El Dorado and its contracted ambulance service provider. The County of El Dorado is self-insured.

Alpine County acknowledges and accepts the self-insured status of EI DORADO, and the insurance required of their subcontractor who provides ambulance services, as adequate for the purposes of this MOU.

3) Item #11- B shall be amended in its entirety to read as follows:

- B. Termination or Cancellation without Cause: Either party may terminate this MOU for any reason, in whole or in part, upon sixty (60) calendar days written notice to the other, in accordance with Section 12 herein. Upon receipt of a Notice of Termination, EL DORADO shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

4) Item #12 shall be amended in its entirety to read as follows:

12. NOTICES

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 EL DORADO shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as EL DORADO directs.

Notices to ALPINE shall be addressed as follows:

ALPINE COUNTY - ADMINISTRATION OFFICE
P.O. BOX 387
MARKLEEVILLE, CA 96120
ATTN: ASSISTANT TO THE BOARD

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that MOU 687-PHD1107 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Raymond J. Nutting, Chair
Board of Supervisors
COUNTY OF EL DORADO

Dated: _____

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

By: _____ Date: _____
Deputy Clerk

-- ALPINE COUNTY --

By: Tom Sweeney
Tom Sweeney, Chairman
Board of Supervisors
ALPINE COUNTY

Dated: _____

ATTEST:
Barbara Howard
Clerk of the Board of Supervisors

By: Sarah Smith Date: 4/5/2011
Deputy Clerk