

**FUNDING AGREEMENT BETWEEN THE COUNTY OF EL DORADO  
AND THE  
SHINGLE SPRINGS BAND OF MIWOK INDIANS  
FOR AMBULANCE SERVICES**

This Funding Agreement ("Agreement"), is entered into on this \_\_\_\_ day of August, 2008 between the County of El Dorado ("County") and the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe. This Agreement will be effective upon execution by both parties herein.

**RECITALS**

1. Shingle Springs Band of Miwok Indians ("the Tribe") is a federally- recognized Indian tribe, and is the beneficiary of trust land that is owned by the United States, entitled the Shingle Springs Rancheria (the "Rancheria"). This trust land is located within the geographical boundaries of El Dorado County. The Tribe, as a federally recognized Indian Tribe, may engage in commercial development of its tribal lands and in particular types of gaming on its Rancheria. The Tribe does intend to operate a gaming facility pursuant to IGRA and to develop its tribal lands. Pursuant to the Amendment To The Tribal-State Gaming Compact Between The State Of California And The Shingle Springs Band Of Miwok Indians, Section 10.8.7(a)(ii), dated June 30, 2008, provided that Tribe shall negotiate with the County and shall enter into an enforceable written agreement for reasonable compensation to County for emergency medical services to be provided by the County to the Tribe for the purposes of the Tribe's gaming operations. County and Tribe have previously entered into a Memorandum of Understanding and Intergovernmental Agreement Between The County of El Dorado And Shingle Springs Band Of Miwok Indians ("the IGA") providing for certain monetary compensation to County for increased service demands on County services Pursuant to the IGA, the Tribe agreed to negotiate a separate agreement for emergency medical services.
2. The County provides prehospital Advanced Life Support emergency medical services under a public utility model to the residents of the County of El Dorado pursuant to the State of California Health and Safety Code and specifically within County Service Area No. 7 and the areas surrounding the Rancheria.
3. The Tribe desires the County to provide prehospital Advanced Life Support emergency medical services on tribal land when gaming operations commence and Tribe desires to contribute funding to County to assist the County in defraying the increased costs and expenses of providing such prehospital Advanced Life Support emergency medical services.
4. The fire districts operating in County Service Area No. 7 previously formed a joint powers authority entitled El Dorado County Regional Prehospital Emergency Services Operations Authority ("JPA") and pursuant to the Contract

for Prehospital Advanced Life Support and Dispatch Services with the County, dated July 1, 2006, as thereafter amended ("JPA Contract"), provides on behalf of the County, prehospital Advanced Life Support emergency medical services within County Service Area No. 7.

5. Funding under this Agreement is earmarked by County to support the additional cost impacts upon County Service Area No. 7 associated with providing prehospital Advanced Life Support emergency medical services to the Tribe in conjunction with the JPA Contract.

NOW THEREFORE, the parties hereby agree as follows:

A. For County fiscal year 2008-2009, the Tribe shall pay the County funds based on an annual rate of \$450,000.00 in two equal installments as follows: The initial payment by the Tribe shall be made on or before August 30, 2008, prorated for services anticipated during the 2008-2009 fiscal year. The second payment will be paid on January 1, 2009. Thereafter, annual payments shall be made in advance of June 1 of each succeeding year.

B. For the fiscal year 2009-2010, and each fiscal year thereafter, the Tribe shall pay a lump sum amount equal to the preceding year's amount, increased by five percent (5%) for the current year, which shall be paid as a single payment on or before June 1 of each year. By way of illustration, for the fiscal year 2009-2010, the Tribe shall pay the lump sum of \$472,500 on or before June 1, 2009.

C. In addition, the Tribe shall pay County fifty percent (50%) of the cost of a new medic unit (estimated to be \$150,000) up to but not to exceed the sum of \$75,000.00. Payment shall be made within 15 days of evidence from County that an order for the medic unit has been placed. Evidence deemed sufficient to trigger the requirement of the Tribe's payment may be in the form of an executed purchase order, contract, or other written evidence of purchase by County, or its authorized JPA contractor. Title to the medic unit will be vested wholly in the County and/or its authorized JPA contractor, and the Tribe agrees that it shall have no ownership and/or other right, title or interest in the medic unit.

D. The above payments are intended to reimburse the County's prehospital emergency medical services program costs that result from requests for prehospital emergency medical services on tribal lands. The JPA has agreed to primarily station a 24 hour ambulance at El Dorado County Fire Station 28 (3860 Ponderosa Road, Shingle Springs). This Agreement does not affect the other funding sources utilized by the County for the support of emergency medical services, such as transport fees billed directly to patients.

E. This Agreement is a funding mechanism solely for contribution toward prehospital Advanced Life Support emergency medical services. Nothing in the Agreement involves any commitment to any specific project which may result in a potentially significant physical impact on the environment.

F. Term. The parties' obligations to perform under this Agreement take effect immediately upon its execution. This Agreement shall expire on June 30, 2013 unless otherwise extended by its terms. The Agreement may be renewed for one or more fiscal years thereafter as agreed by the parties.

G. Reopener/Extension. The Tribe's funding obligation under this Agreement is based upon the estimated impacts on the prehospital Advanced Life Support emergency medical services system of the County by the Tribe's operations on tribal lands, estimated by the parties herein to be equivalent to the acquisition and staffing costs for one-half of an ambulance, after consideration of estimated transport charges and other funding mechanisms within the County's system. No earlier than eighteen (18) months after execution of this Agreement and no later than sixty (60) days prior to the expiration of this Agreement, either party may request to discuss, and the other party will meet and consider in good faith, renegotiation of the Tribe's funding obligations under the Agreement either for the remaining term of the Agreement or for extension of the original term. Neither party is legally bound to extend the term of the Agreement except under a written amendment or extension executed by both parties.

H. Dispute Resolution. The parties agree to meet and confer in good faith during the term of this Agreement and, upon the request by either party, to reevaluate the needs of the parties. Modification to the Agreement may be made by mutual written agreement of the parties.

I. Termination. This Agreement may not be terminated except for good cause defined as a significant material breach of the Agreement and then upon 60 days written notice. Tribe's failure to make any payment of money called for under this Agreement shall be deemed to be a significant material breach of the Agreement. For claims of breach not significant and material, however, the parties will negotiate in good faith pursuant to Section G herein.

J. Authority. The undersigned warrant and represent that the signatories to this Agreement are each fully authorized to execute this Agreement on behalf of and bind the County and its officers, directors, and employees, and the Tribe, its Tribal Council, and Tribal members respectively, and will affix its respective authorizing resolutions to this Agreement.

K. General Provisions.

1. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, and no other person or entity is intended to or shall have any rights or benefits hereunder, whether as a third party beneficiary or otherwise.



2. Modification. No provision of this Agreement shall be amended, modified or waived other than by an instrument in writing signed by an authorized representative of the Tribe and the County.

3. Entire Agreement. Except for the IGA, this Agreement constitutes the entire agreement between the parties herein, and supersedes any prior or contemporaneous discussions, representations or agreements, whether written or oral regarding the provision of prehospital Advanced Life Support emergency medical services. In the event of any conflict between the provisions of this Agreement and any other agreement between the Tribe and the County, the terms of this Agreement shall control.

4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, and to the extent applicable, governed by federal law.

5. Severability. In the event any provision(s) of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable because such provision is excessively broad as to duration, geographical scope, activity or subject, then such provision shall be construed as being limited to the duration, geographical scope, activity or subject that the court deems allowable under the applicable law.

6. Limited Waiver of Sovereign Immunity. The Tribe hereby agrees to waive its sovereign immunity (and any requirement of exhaustion of tribal remedies) in connection with any dispute vis-à-vis the County that may arise under this Agreement, and consents to the jurisdiction and venue of the Superior Court of California and all relevant courts of appeal for purposes of enforcing the terms of the Agreement and for judicial resolution of disputes with the County over the Agreement.

7. Notices. Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered vi the U.S. Postal Service, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows or to such other place as each party may designate by subsequent written notice to each other:

For the County:  
Chair of the Board of Supervisors  
County of El Dorado  
330 Fair Lane  
Placerville , CA 95667

8. Rule of Construction. No provision of this Agreement shall be interpreted or construed against any party herein because such party or its counsel was the sole or principal drafter of it. When the context requires, the plural shall include the singular, and the singular the plural.

9. Counterparts. This Agreement may be executed in any number of counterparts, and is effective vis-à-vis each party on the date of its execution by each party. Additional parties may be added by mutual consent of the parties herein.

10. Transport Fees. It is expressly acknowledged by the Tribe that, in addition to other funding sources to support prehospital Advanced Life Support emergency medical services, the County imposes patient transport fees billed directly to individual patients in accordance with County ordinance and resolution, and the Tribe acknowledges that the County will impose the transport fees to individual patients receiving prehospital Advanced Life Support emergency medical transport on Tribe's tribal lands at the same rates as established in the County's rate resolution. Nothing in this Agreement shall be deemed to prohibit County from imposing said transport fees.

11. Contract Administrator. The County officer or employee with responsibility for administering this Agreement is the Director of Public Health.

SHINGLE SPRINGS BAND OF MIWOK  
INDIANS

Dated: August \_\_\_\_, 2008

By: \_\_\_\_\_  
Nicholas H. Fonseca, Its Chairman

COUNTY OF EL DORADO

Dated: August \_\_\_\_, 2008

By: \_\_\_\_\_  
Chair of the Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of the Board of Supervisors