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October 18, 2013

Paula M. Yost, Esq.
Dentons US, LLP
525 Market Street
26th Floor
San Francisco, CA 94105-2708

Re: Letter Agreement for EMS Services Between Shingle Springs
Band of Miwok Indians and County of El Dorado

Dear Ms. Yost:

We are sending this to you because we have been informed by the general counsel of the Shingle Springs Band of Miwok Indians ("Tribe") that you will be representing the Tribe in the negotiations regarding EMS service at the Rancheria.

The Tribe recently informed the County that the Tribe had executed a contract with Sacramento Valley Ambulance ("SVA") for the provision of EMS services for Red Hawk Casino and the Rancheria. The County was the previous EMS provider for the Red Hawk Casino and the Rancheria under the terms of a contract that expired on June 30, 2013 ("Previous Contract"). At the time the Previous Contract expired, the Tribe and the County were in ongoing negotiations to renew the contract. By letter agreement, the County and the Tribe agreed the County would continue to provide EMS service and the Tribe would continue to pay for such service during the ongoing contract negotiations. In the notification letter from the Tribe regarding SVA, the Tribe acknowledged its obligation to pay for services rendered and indicated that the Tribe would process a payment for services for the period July 1, 2013 through September 30, 2013 under the terms of the Previous Contract.

In recognition of the Tribe's sovereignty and of our mutual desire to make public health, safety and welfare a priority, the County and the Tribe immediately initiated discussions to make both the transition and the long term operation of the Tribe and the County EMS services seamless and integrated. Of immediate concern to the County was the fact that the notification letter seemed to indicate that SVA service was going to begin immediately, before the County and the Tribe had the opportunity to discuss the details of the transition and integration. The County, in an effort to prevent any gaps in service or any confusion as to responsibilities, requested clarification and information on 29 specific issues, including coordination with the County Local Emergency Medical Services Agency (LEMSA) and 911 dispatch for the Tribe's

EMS service. After receipt of the County's letter and discussion among the parties, the Tribe acknowledged there are many issues the Tribe and the County need to work through before SVA actually commences 911 EMS for the Tribe. As a result of these efforts, the Tribe requested that the County continue to provide EMS services to the casino and Rancheria during this interim period and the Tribe agreed to compensate the County for such services on a prorated basis under the terms of the previous contract.

In order to reassure all parties that EMS services will continue without interruption during the transition process and that the County will be compensated for all services provided to date and going forward, we are proposing that the parties enter into this letter agreement with the following provisions:

1. The County agrees to continue to provide EMS services to the Tribe under the terms of the Previous Contract until the Tribe notifies the County in writing that SVA has taken over 911 EMS services for the Tribe, as set forth below.
2. The Tribe acknowledges that the County has provided EMS services to the casino and Rancheria continuously from July 1, 2013 to date and reaffirms the Tribe's agreement to compensate the County for such services (July 1, 2013 to date) pursuant to the terms of the Previous Contract. The Tribe further agrees that it will continue to compensate the County for EMS services under the terms of the Previous Contract until the date that SVA actually commences 911 EMS services for the Tribe (SVA Start Date) and that the Tribe will ^{provide reasonable prior notice} notify the County of the SVA Start Date in writing ~~at least thirty days~~ prior to the SVA Start Date. ~~Compensation to the County from the SVA Start Date going forward shall be covered by the Intergovernmental Agreement, discussed below.~~

~~The Tribe's contract with the state requires it to enter into a written intergovernmental agreement with the County for the purpose of compensating the County for emergency medical services to be provided by the County, and to mitigate, including compensation to the County, for any effects on public safety attributable to the presence of the casino in the County, both on and off-site (Intergovernmental Agreement). Although the Tribe's contract with SVA will mitigate certain impacts to the County related to EMS services, it does not mitigate all impacts; therefore, the Tribe and the County further agree to negotiate the Intergovernmental Agreement in good faith and that such Intergovernmental Agreement shall have an effective date that matches the SVA Start Date as described above.~~


Please have the Tribe signify their approval of this letter agreement by having Mr. Fonseca sign both copies of this letter and returning one fully signed copy to my attention at the following address.

Edward Knapp - County Counsel
County of El Dorado
330 Fairlane
Placerville, CA 95667

This letter agreement shall only be effective when executed by the authorized representatives of each party.

**SHINGLE SPRINGS BAND OF MIWOK INDIANS
A FEDERALLY RECOGNIZED INDIAN TRIBE AND SOVEREIGN NATION**

By: _____


Nicholas Fonseca
Tribal Chairperson
Shingle Springs Band of Miwok Indians

Dated: _____

10/25/13

COUNTY OF EL DORADO

By: _____

Don Ashton
Director
Health and Human Services Agency

Dated: _____

Should you have any questions or concerns, please contact Kay Ann Markham, Deputy County Counsel, she can be contacted at (530) 621-5770. Thank you for your consideration of our proposal.

Sincerely,

EDWARD L. KNAPP
County Counsel


Deputy County Counsel

ELK:jr

Cc: AmyAnn Taylor
Don Ashton, Director, Health and Human Services Agency
Chris Weston, Program Manager II
Kay Ann Markham, Deputy County Counsel
Lori Walker, Chief Fiscal Officer
Board of Supervisors
File