

**THIRD AMENDMENT TO THE  
AMBULANCE AND EMERGENCY MEDICAL SERVICES  
OPERATING AGREEMENT  
FOR PORTIONS OF SIERRA COUNTY SERVICE AREAS 1 AND 2**

This Third Amendment to the AMBULANCE AND EMERGENCY MEDICAL SERVICES OPERATIONS AGREEMENT FOR PORTIONS OF SIERRA COUNTY SERVICE AREAS 1 AND 2, and all amendments thereto (collectively referred to as the "Agreement"), is entered into by and between the County of Sierra ("County") and the DOWNIEVILLE FIRE PROTECTION DISTRICT ("District"), and shall be deemed to have an effective date as of December 19, 2000. This Third Amendment shall be referred to herein as the "Revised Agreement".

**WHEREAS**, it is the desire and intent of the parties to secure a new ambulance which will be owned, operated and maintained by District to provide ambulance service within the County and specifically County Service Areas 1 and 2.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

1. Sierra County agrees to fund the purchase of a new ambulance, to be selected and purchased by the District. The County's obligation here shall not exceed the sum of \$75,000. The County Auditor shall be authorized to pay for the new ambulance, up to the County's maximum obligation, within fifteen (15) days of the presentation of an invoice or other evidence of the purchase by the District.
2. The District shall use said ambulance, all ambulances previously provided and/or funded by County and any subsequent replacement vehicles that may from time to time be provided by County, for the purpose of providing ambulance and emergency medical services in western Sierra County (primarily County Service Areas Numbers 1 and 2). The District shall be solely responsible for the purchase of the ambulance including compliance with all legal requirements pertaining to the acquisition, equipping and licensing of the ambulance. In addition the District shall be solely responsible for the use and maintenance of the ambulance consistent with the purpose of this Agreement. District shall at all times maintain a base of employees (whether paid or volunteer) who are properly trained and qualified to render emergency medical services.
3. Upon acquisition of the ambulance, the District shall be deemed to be the legal owner of the ambulance, subject only to the right of the County to acquire title to same, as set out in paragraph number 4, below, if and when the District discontinues using the ambulance to provide regular and appropriate ambulance service within CSAs 1 and 2. The District shall not sell, assign or otherwise dispose of any ambulance provided

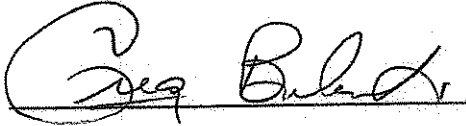
and/or funded by County pursuant to the original agreement or any amendment thereto, including this Revised Agreement, without securing the written consent of the Sierra County Board of Supervisors.

4. Upon acquisition of the new ambulance as funded by this Third Amendment, District shall, in cooperation with the Alleghany and Pike Volunteer Fire Departments, station an ambulance from the District's existing inventory on the Pliocene Ridge. The District shall be responsible for the maintenance and operation of the ambulance stationed on the Pliocene Ridge and shall insure that members of the Alleghany and Pike Volunteer Fire Departments that are authorized to operate and otherwise use the ambulance meet the minimum qualifications set out in California law. In the event that there are insufficient trained volunteers from the Alleghany and Pike Volunteer Fire Departments available to regularly operate the ambulance, the District may withdraw the ambulance from the Ridge until such trained volunteers are available.
5. Either party may, without cause, terminate this agreement by giving written notice to the other party of the intent to terminate, ninety (90) days before the termination shall be effective. In the event of termination of this Agreement or within 30 days the cessation of the use and/or proper maintenance of any ambulance provided and/or funded by this Agreement and/or any revisions thereto, the District shall immediately return to County all equipment and vehicle(s) covered by this Agreement, including the ambulance purchased pursuant to this Third Amendment, and shall execute any title documents as County may request in order to evidence County ownership.
6. Pursuant to applicable provisions of state law, District shall establish, impose and collect such fees for ambulance and emergency medical services as it may from time to time deem appropriate and reasonable and shall use revenue therefrom for the support and continued operation of such services.
7. District shall be solely responsible for the use of the ambulances and shall maintain appropriate levels of public liability insurance. In accepting transfer of the title and ownership of the ambulances, District agrees to indemnify, defend and hold the County harmless as to any claims, demands, litigation, liabilities and/or judgements that stem from the use of the ambulances and in providing emergency medical services.

8. All other provisions of the original Agreement (and all amendments thereto) are hereby rescinded.

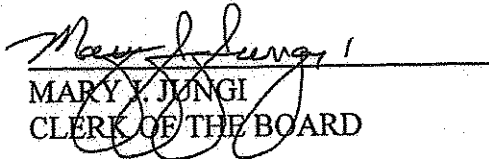
Dated: 12-19-00

"FIRE DISTRICT"  
DOWNIEVILLE FIRE  
PROTECTION DISTRICT



CHAIRMAN, BOARD OF DIRECTORS

ATTEST:



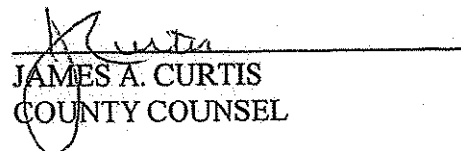
MARY X. JUNGI  
CLERK OF THE BOARD

COUNTY OF SIERRA



BROOKS MITCHELL  
CHAIRMAN, BOARD OF SUPERVISORS

APPROVED AS TO FORM:



JAMES A. CURTIS  
COUNTY COUNSEL