

JUL 20 1999

(Revised 7/20/99)

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

This Second Amendment to the AMBULANCE AND EMERGENCY MEDICAL SERVICES OPERATIONS AGREEMENT FOR PORTIONS OF SIERRA COUNTY SERVICE AREAS 1 & 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 July 1, 1999. This Second Amendment shall be referred to herein as the "Revised Agreement".

**WHEREAS**, it is the desire and intent of the parties to transfer ownership of the ambulance which is presently owned by County and used by District to provide ambulance and emergency medical services in western Sierra County, to the District. It is the further intent of the parties that as between the County and the District, District shall be solely responsible for providing ambulance and emergency medical service within western Sierra County, subject to the compliance with all applicable laws and regulations.

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

1. Sierra County agrees to and does hereby transfer all right, title and interest in the following described ambulances and all equipment associated therewith, to the District for its use to provide ambulance and emergency medical services in western Sierra County (primarily County Service Areas Numbers 1 and 2).
2. District shall use said ambulances 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). 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. Either party may, without cause, terminate this agreement by giving written notice to the other party of the intent to terminate, 90 days before the termination shall be effective. In the event of termination, the District shall immediately return to County all equipment and vehicle(s) covered by this agreement and shall execute any title documents as County may request in order to evidence County ownership.
4. The County Auditor and/or Treasurer shall transfer the balance of the funds in the accounts previously established for the purpose of operating the ambulance and providing emergency medical services in County Service Areas Numbers 1 and 2 pursuant to the terms of the original Agreement, to the District. The funds shall be released to the treasurer of the District. The District warrants that it has appointed

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and qualified a treasurer for the District in accordance with the provisions of Health and Safety Code Section 13854.

- 5. 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.
- 6. 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.
- 7. All other provisions of the original Agreement (and all amendments thereto) are hereby rescinded.

Dated:                     JUL 20 1999                    

“FIRE DISTRICT”  
DOWNIEVILLE FIRE  
PROTECTION DISTRICT

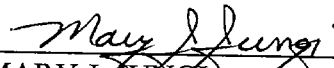
COUNTY OF SIERRA

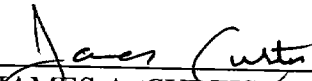
  
BILLY LAUX  
CHAIRMAN, BOARD OF DIRECTORS

  
BILL NUNES  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

  
MARY J. JUNG  
CLERK OF THE BOARD

  
JAMES A. CURTIS  
COUNTY COUNSEL