

**FIRST AMENDMENT TO  
THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF PLACER  
AND THE UNITED AUBURN INDIAN COMMUNITY  
(EMERGENCY SERVICES AGREEMENT)**

**DATED JULY 25, 2003**

**First Amendment to Memorandum of Understanding  
(Emergency Services Agreement)**

This First Amendment to Memorandum of Understanding (hereinafter "Amendment") is made this 25 day of July, 2003, by and between the County of Placer and the United Auburn Indian Community ("Tribe").

RECITALS

WHEREAS, County and Tribe entered into that certain Memorandum of Understanding dated January 18, 2000 ("MOU"); and

WHEREAS, the MOU addresses, among other matters, the provision of fire and emergency services to the Tribe's proposed developments of Parcels A and B, as such parcels are described in the MOU; and

WHEREAS, the parties desire to amend the MOU to provide an enhanced level of fire and emergency services to Parcel B; and

WHEREAS, the proposed action of the Tribe is not a County project within the meaning of the California Environmental Quality Act (CEQA) and is not a project subject to the discretionary approval of the County and therefore is not subject to CEQA.

NOW, THEREFORE, the parties agree as follows:

1. Section 5 Amended and Restated. Section 5 of the MOU is hereby amended and restated in its entirety to read as follows:

"5. Fire Protection and Emergency Response Services. The Tribe recognizes that significant fire protection and emergency response services will be required by the Tribe's proposed developments of Parcels A and B, and that the scope of said services will be detailed in the mitigation called for

by the Placer County Environmental Review Ordinance, as determined by the Director of the Placer County Planning Department under Section 3.B above. The parties, however, have agreed to the general parameters of this mitigation for Parcel B as follows:

A. The Tribe shall: (1) provide a fire station of adequate size to reasonably address fire and emergency response needs on Parcel B, to be located on the western end of the Parcel with direct access to Athens Avenue; (2) reimburse the County for fire and emergency response services as outlined in Sections 5.B through 5.F herein.

B. The Tribe shall pay to County nine hundred twelve thousand and fourteen dollars (\$912,014.00) for staffing costs for the period from July 1, 2003 to June 30, 2004 (the "Annual Staff Payment"). The Tribe will make the Annual Staff Payment, as adjusted herein, for each July 1 to June 30 period for the duration of the term of this Agreement.

C. The Tribe shall pay to County eighty three thousand dollars (\$83,000.00) for operation and maintenance costs for the period from July 1, 2003 to June 30, 2004 (the "Annual O&M Payment".) The Tribe will make the Annual O&M Payment, as adjusted herein, for each July 1 to June 30 period for the duration of the term of this Agreement.

D. The Annual Staff Payment shall be adjusted annually based on the County's actual and reasonable costs of providing the staffing levels called for in this Agreement (the "Annual Staff Adjustment"). County shall document such costs and provide a written

estimate of such costs for the upcoming agreement year to the Tribe by June 1 of each year. County shall provide written evidence of actual and reasonable costs to the Tribe by the following March 1. The fourth quarter payment shall be adjusted accordingly to reflect the County's actual and reasonable costs for the agreement year.

E. The Annual O&M Payment shall be subject to an annual consumer price index adjustment based on the State of California Department of Industrial Relations Consumer Price Index - California For All Urban Consumers (the "Annual O&M Adjustment."). The Annual O&M Adjustment shall be calculated based on an April to April period. County shall provide written notice of the Annual O&M Adjustment to the Tribe by June 1 of each year.

F. The parties agree and acknowledge that the Annual Staff Payment identified herein is intended to pay for three (3) person staffing of the Parcel B fire station on a 24 hour, year-round basis, including a 24-hour advanced life support capability paramedic. Amounts due under this Section 5 shall be payable in advance on a quarterly basis. Installments shall be due on the last day of the preceding calendar quarter. Payments shall be made to: County of Placer, County Executive Office, 175 Fulweiler Ave., Auburn, CA 95603.

G. The County shall provide all of the fire apparatus and equipment necessary to operate and respond from the Tribe's station."

2. Waiver of Tribal Sovereign Immunity. The Tribe agrees to waive its sovereign immunity in favor of the County as to any dispute which arises out of this Amendment, pursuant to

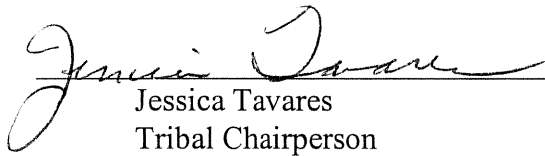
the terms set forth in the MOU for enforcement. The Tribe's governing body shall execute a formal Resolution of Limited Waiver of Sovereign Immunity in the form attached as Exhibit 1.

3. No Third Party Beneficiaries. Except as may be provided in the MOU, this Amendment is not intended to, and shall not be construed to, create any right on the part of a Third Party to bring an action to enforce any of its terms.

4. No Other Effect on MOU. In all other respects not expressly addressed by this Amendment, the MOU remains in full force and effect. All notices to be sent pursuant to this Amendment shall be sent to the parties' respective notice addresses stated in Section 15 of the MOU, as such addresses may be changed from time to time.

WHEREFORE, IN WITNESS THEREOF, the parties hereby execute and enter into this Amendment with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

UNITED AUBURN INDIAN COMMUNITY

  
\_\_\_\_\_  
Jessica Tavares  
Tribal Chairperson

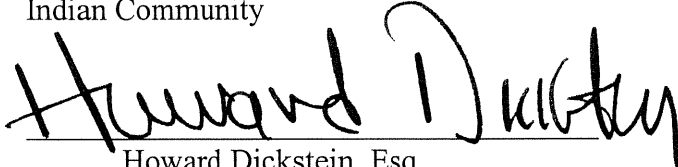
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Date

COUNTY OF PLACER

  
\_\_\_\_\_  
Jan Christofferson  
County Executive

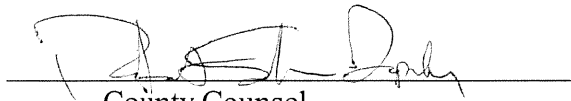
7/11/03  
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Date

Approved by Counsel for the United Auburn  
Indian Community

  
Howard Dickstein, Esq.

7.28.03  
Date

Approved by Counsel for the County of Placer

  
County Counsel

7/9/03  
Date