

### **THIRD AMENDMENT TO AGREEMENT**

This Third Amendment ("Amendment") to the Emergency Medical Services First Responder Advanced Life Support and Ambulance Transport Services Agreement ("Agreement"), made and entered into on November 1, 2011, is made by the **County of Alameda** ("County") and the **City of Alameda** ("Contractor").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Section 2.1 of the Agreement, concerning the term, is deleted and replaced with the following language:
  - 2.1 The term of the agreement shall be November 1, 2011 through April 30, 2017. County shall have the unilateral right to extend this term through two additional extensions of three-months each upon a vote of the Board of Supervisors. The first such extension would extend the term to July 31, 2017, and the second such extension would extend the term to October 31, 2017. The County shall provide Contractor with written notice of its intent to exercise any such extension at least thirty (30) days prior to termination of this Agreement or as extended. The Agreement and this Amendment shall terminate immediately upon expiration of the term or of any exercised extension.
2. Section 11 of the Agreement, concerning Contractor Revenue/Support, is amended to include new subsections 11.1.1 and 11.1.2:
  - 11.1.1 For the period November 1, 2016 to April 30, 2017, Contractor shall be compensated on a per-unit basis at the equivalent of two quarters, as defined in EXHIBIT E – BASIC SUBSIDY FOR FIRST RESPONDER ADVANCED LIFE SUPPORT SERVICES. Contractor shall receive one quarters' compensation for each three-month extension actually exercised by the County at the conclusion of each extension period. These funds shall be used to offset the debt described in section 11.2 of the Agreement.
  - 11.1.2 For the period November 1, 2016 through October 31, 2017, Contractor funding under this Agreement shall be increased 3%. Contractor and County agree that under this Agreement, 1% of the Increase will be set aside in an account created by the County for eventual increases in the number of FRALS units or other projects that enhance Fire EMS response. The use of funds from the 1% set-aside account shall be reviewed by a panel of three, including the EMS Director and two fire chiefs selected by the Alameda County Fire Chiefs Association who are not involved in the matter being considered for funding. Contractor agrees to forgo the remaining 2% of the FRALS funding in order to pay down the debt described in section 11.2 of the Agreement.
3. Paragraph 1 of EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE is amended to include an additional row in the chart, as follows:

| Fiscal Year | FRALS SUBSIDY         | ASSESSMENT | PAID | OUTSTANDING  |
|-------------|-----------------------|------------|------|--------------|
| 11/1/2016-  | \$33,122 $\times 6 =$ | ##         | ##   | \$ 2,314,852 |
| 10/31/2017  | \$ 198,735 $= 29$     |            |      |              |

4. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

**IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement on the date(s) referenced below.**

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Name: Jill Keimach

Title: President of the Board of Supervisors

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:  
DONNA R. ZIEGLER, County Counsel

By: \_\_\_\_\_  
K. Scott Dickey, Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Third Amendment in his/her authorized capacity and that by his/her signature on this Third Amendment, he/she or the entity upon behalf of which he/she acted, executed this Third Amendment.

**EXHIBIT D**

**COUNTY OF ALAMEDA**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: City of Alameda

PRINCIPAL: Jill Keimach

TITLE: City Manager

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_