

FOURTH AMENDMENT TO AGREEMENT

This Fourth 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, 2017, 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 This Agreement is for the provision of 911 emergency medical ground ambulance response and transportation at a paramedic Advanced Life Support ("ALS") level of service, and where specified in this Agreement, Basic Life Support ("BLS") level of service, and First Responder Advanced Life Support Services for the period **November 1, 2011 through June 30, 2018**.

2. Section 11 of the Agreement, concerning Contractor Revenue/Support, is amended to include new subsections 11.1.3 and 11.1.4:

11.1.3 For the period November 1, 2017 through June 30, 2018, Contractor shall be compensated on a per-unit basis in installments as defined in EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE.

11.1.4 For the period November 1, 2017 through June 30, 2018, 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. Section 12 of the agreement, concerning Vehicles and Equipment, is amended to include new Subsections 12.2.1 and 12.2.2:

12.2.1 Contractor agrees to accept ownership of the following equipment currently in its possession at no cost from County EMS:

Seven (7) LIFEPAK 15 system monitor-defibrillators

Five (5) Physio-Control chest compression system (LUCAS device)

12.2.2 County EMS will fund Physio-Control, Inc. service plans LP15-OSCOMP-1 and LUCAS-OSCOMP-1 for each system identified in Subsection 12.2.1 through June 30, 2018.

4. Paragraph 1 of EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE is amended to include an additional row in the chart, as follows:

Year	Period of Service	8-month Subsidy Amount per FRALS Unit x 6	Assessment	Paid	Outstanding
7	11/1/2017-6/30/2018	\$22,523.25 x 6 =\$135,139.47	##	##	\$2,179,712.60

5. EXHIBIT G – EQUIPMENT LOAN AGREEMENT Sections A.2 concerning LIFEPAK 15 system and A.3 Concerning Physio-Control chest compression system (LUCAS device) are deleted.
6. Except as expressly modified by this Fourth 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 Fourth Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By: _____
Signature

By: _____
Signature

Name: Wilma Chan

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, Assistant County Counsel

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