

FIFTH AMENDMENT TO AGREEMENT

This Fifth 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. Said Agreement is hereby amended so that Exhibit K is superseded and replaced in its entirety with the following Exhibit:

**AMENDED EXHIBIT K
ALAMEDA COUNTY 911 SYSTEM
CONTRACTOR'S USER FEES**

	Effective 11/1/2016*	Effective 06/1/2017*
Bundled Base Rate	\$2,054.50	\$2,099.50
Mileage/mile	\$48.81	\$48.81
Oxygen	\$161.61	\$161.61
**Treat, Non-transport rate	\$483.44	\$483.44

* It is understood that these rate increases are conditional on each city's ability to demonstrate that the charges are not considered taxes under the California Constitution (art. XIII C sec. 1e). Each city will be responsible for vetting this issue for their individual Councils. Actual effective date based on City Council approval.

** This rate shall be limited to patients who receive a medical intervention, such as intravenous medication administration, and subsequently refuse transport. Patient assessment, including ECG monitoring, does not constitute treatment.

All other contract terms and conditions shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Fifth Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By _____
Name: Travis Kusman
Title: Director, Emergency Medical Services
Date: _____

By 
Name: Jill Keimach
Title: City Manager
Date: 11/08/2017

APPROVED AS TO FORM:

By _____
K. Scott Dickey, Deputy County Counsel

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

Approved as to Form


Alan M. Cohen
Chief Litigation Counsel