

SIXTH AMENDMENT TO AGREEMENT

This Sixth 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 1.5 of the Agreement, concerning Transport Providers with First Responder Advanced Life Support (FRALS) Units, shall be deleted.
2. Section 1.6 of the Agreement shall be deleted and replaced with the following language:
 - 1.6 Contractor shall adequately deploy FRALS units to continually meet the Performance Standards stipulated in Section 5 of the Agreement.
3. In Section 1.7 of the Agreement, the reference to "Title 22 CCR Section 100167" shall be amended to read "Title 22 CCR Section 100168".
4. In Section 1.7 of the Agreement, the reference to "Section 1791.201" shall be amended to read "Section 1797.201".
5. 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 June 30, 2023, with an option to extend for an additional five (5) year period upon mutual agreement between County and Contractor.
6. Section 4.2 of the Agreement, concerning receiving maximum subsidy, shall be deleted and replaced with the following language:
 - 4.2 Contractor agrees that FRALS service shall be provided 24 hours a day, 7 days a week.
7. Section 4.3 of the Agreement, concerning Intermittent or Rotational Service Interruption, shall be deleted.
8. Section 11.1 and all of its subsections, concerning Contractor Revenue/Support, are deleted and replaced with the following language:
 - 11.1 Contractor shall settle its unpaid debt in the amount of \$2,179,712.60 outstanding to the Alameda County Emergency Medical Services District as of July 1, 2018. Payment shall be made in quarterly installments due the last day of September, December, March and June of each Fiscal Year as detailed in the table below. Any outstanding balance shall be settled in its full amount upon termination of this Agreement. Failure by Contractor to pay the debt in accordance with any scheduled due date shall result in material breach of this Agreement.

DEBT SETTLEMENT		
FISCAL YEAR	OUTSTANDING BALANCE	QUARTERLY PAYMENT AMOUNT DUE
FY 2018-2019	\$2,179,712.60	\$52,197.62
FY 2019-2020	\$1,970,922.10	\$53,763.55
FY 2020-2021	\$1,755,867.89	\$55,376.46
FY 2021-2022	\$1,534,362.05	\$57,037.75
FY 2022-2023	\$1,306,211.04	\$58,748.89
FY 2023-2024	\$1,071,215.50	\$60,511.35
FY 2024-2025	\$829,170.09	\$62,326.69
FY 2025-2026	\$579,863.32	\$64,196.49
FY 2026-2027	\$323,077.34	\$66,122.39
FY 2027-2028	\$58,587.79	\$58,587.79*

*One-time payment of remaining debt balance to be paid in the first quarter

9. Section 11.2 of the Agreement, concerning Contractor Revenue/Support, shall be deleted.
10. Section 11.3 of the Agreement, concerning Contractor Revenue/Support, shall be deleted.
11. Section 11.4 of the Agreement, concerning Contractor Revenue/Support, shall be deleted.
12. Section 11.5 of the Agreement, concerning Contractor Revenue/Support, shall be deleted.
13. Section 11.6 of the Agreement, concerning Contractor Revenue/Support, shall be deleted.
14. Section 11.8 subsection a. of the Agreement shall be deleted and replaced with the following language:
 - a. The County shall establish Transport Provider User Fees by approval of a majority vote of the Board of Supervisors. Contractor is prohibited from charging Transport Provider User Fees in excess of the approved User Fees as set forth in EXHIBIT K – CONTRACTOR’S USER FEES – 911 SYSTEM
15. Section 14.1 of the Agreement, concerning Penalties, shall be deleted.
16. In Section 14.2 subsection b. first bullet point of the Agreement, the sentence “If compliance falls below ninety percent (90%) the subsidy will be reduced by 10% for the next month.” shall be deleted.
17. Section 14.2 subsection b. second bullet point of the Agreement, concerning Calculating Ambulance Response Time Penalties, shall be deleted and replaced with the following language:
 - If Response Time compliance drops below 90% for any response time Category in any calendar month, Contractor shall develop and implement a performance improvement plan. Should response time compliance drop below 90% for a second month within the subsequent 11 month period, contractor shall submit for approval with its monthly compliance report a performance improvement plan acceptable to the EMS Director, and shall implement that plan. The performance improvement plan shall identify each problem that led to the delayed response(s) and the step(s) to be implemented to correct each deficiency. A third month of failure to meet the 90% response time compliance requirement within any 12 month period shall require the City’s authorized signatory to this Agreement to provide prompt written assurances of performance and a corresponding plan acceptable to the EMS Director to correct the

deficiencies in Contractor's performance within ten (10) days of notice from County EMS. Further, Contractor shall comply fully in implementing corrective actions in collaboration with and approved by the EMS Director. City's failure to provide such written assurances within the required time and/or diligently commence and perform in accordance with the written plan is a material breach of this Agreement. Further, four or more months of failure to meet the 90% response time requirement within any 12 month period constitutes material breach of this Agreement.

18. In Section 14.2 subsection c. first bullet point of the Agreement, the sentence "If compliance falls below ninety percent (90%) the subsidy will be reduced by 10% for the next month." shall be deleted.

19. Section 14.2 subsection c. second bullet point of the Agreement, concerning Calculating FRALS Response Time Penalties, shall be deleted and replaced with the following language:

- If Response Time compliance drops below 90% for any response time Category in any calendar month, Contractor shall develop and implement a performance improvement plan. Should response time compliance drop below 90% for a second month within the subsequent 11 month period, contractor shall submit for approval with its monthly compliance report a performance improvement plan acceptable to the EMS Director, and shall implement that plan. The performance improvement plan shall identify each problem that led to the delayed response(s) and the step(s) to be implemented to correct each deficiency. A third month of failure to meet the 90% response time compliance requirement within any 12 month period shall require the City's authorized signatory to this Agreement to provide prompt written assurances of performance and a corresponding plan acceptable to the EMS Director to correct the deficiencies in Contractor's performance within ten (10) days of notice from County EMS. Further, Contractor shall comply fully in implementing corrective actions in collaboration with and approved by the EMS Director. City's failure to provide such written assurances within the required time and/or diligently commence and perform in accordance with the written plan is a material breach of this Agreement. Further, four or more months of failure to meet the 90% response time requirement within any 12 month period constitutes material breach of this Agreement

20. Section 14.2 subsection e. of the Agreement shall be deleted.

21. In Section 14.3, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay"

22. In Section 14.4, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay".

23. In Section 14.5, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with: "Contractor shall pay".

24. In Section 14.8, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay".

25. In Section 14.9, the language reading "Contractor's subsidy may be reduced by" shall be deleted and replaced with: "Contractor may be assessed".

26. In Section 14.10, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay".
27. Section 17.19 of the Agreement, concerning Modification of Agreement, is amended to include new subsection a:
 - a. In the interest of possibly supplementing, amending or modifying this Agreement, the parties hereby agree to meet and confer following award by the County of exclusive rights to a contractor to service the Exclusive Operating Area which includes all geographic areas of Alameda County, except for the incorporated cities of Alameda, Albany, Berkeley, Piedmont, and the Lawrence Livermore National Laboratory
28. In Section 17.19 of the Agreement, the reference to EXHIBIT F – REPORT ON INTERMITTENT OR ROTATIONAL SERVICE INTERRUPTION shall be deleted.
29. EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE shall be deleted.
30. EXHIBIT F – REPORT ON INTERMITTENT ROTATIONAL SERVICE INTERRUPTION shall be deleted.
31. Except as expressly modified by this Sixth 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 **Sixth Amendment to the Agreement** on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By: _____
Signature

By: _____
Signature

Name: _____
Wilma Chan

Name: _____
Elizabeth Warmerdam

Title: President of the Board of Supervisors

Title: Acting City Manager

Date: _____

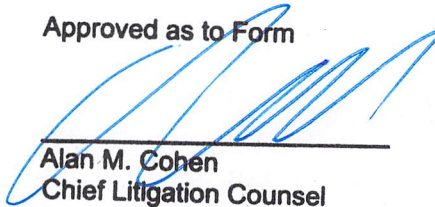
Date: _____

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 Sixth Amendment in his/her authorized capacity and that by his/her signature on this Sixth Amendment, he/she or the entity upon behalf of which he/she acted, executed this Sixth Amendment.

Approved as to Form



Alan M. Cohen
Chief Litigation Counsel