

## **FIRST AMENDMENT TO PUBLIC PRIVATE PARTNERSHIP AGREEMENT FOR ALS FIRST RESPONDER EMERGENCY SERVICES**

This First Amendment to the Public Private Partnership Agreement for ALS First Responder Emergency Services, dated April 30, 2010, and hereafter referred to as the PPP Agreement is entered into on this 1st day of January, 2021 by and among Medic Ambulance Service, Inc., a California corporation ("Medic") and the Cities of Benicia, Dixon, Fairfield, and Vallejo which are all existing parties to the PPP Agreement and the City of Suisun City which is being added to the PPP Agreement by this amendment (the "Participating Member Cities").

### **RECITALS**

1. Since 2000, Medic has been an authorized provider of ALS services within the Solano County EMS system under Health and Safety Code section 1797.224 pursuant to a written agreement (the "Master Agreement"), entered into with the Solano Emergency Medical Services Cooperative ("SEMSC"). In connection with entering into the Master Agreement for such services, Medic also entered into a Public Private Partnership Agreement with the Participating Member Cities (except the City of Suisun City) under which these cities have provided ALS first response emergency service to their communities in order to improve the quality and level of emergency medical services.

2. On May 1, 2010, Medic commenced a new county-wide exclusive contract for Emergency Ambulance Services. The 2010 Master Agreement between SEMSC and Medic required Medic to enter into a new, updated Public Private Partnership Agreement with the Participating Member Cities (except the City of Suisun City). The 2010 Public Private Partnership Agreement was entered into on May 1, 2010 to reflect the conditions at that time and to enhance the delivery of emergency medical services in Solano County.

3. The 2010 Master Agreement was set to expire on April 30, 2020. Pursuant to an amendment to the Master Agreement, SEMSC granted Medic an extension of this Master Agreement to April 30, 2025. There have been significant changes in the demands for the delivery of emergency medical services in Solano County in the last 10 years, including a significant increase in the level of medical calls required to be responded to by Medic and the Participating Member Cities.

4. This Amendment No. 1 to the PPP Agreement will implement changes to the Agreement that both Medic and the Participating Member Cities find necessary and desirable to achieve the purposes of the partnership.

5. In addition, this Amendment No. 1 to the PPP Agreement will add the City of Suisun City as a Participating Member City and a party to the PPP Agreement.

## **AGREEMENT**

NOW THEREFORE, the parties agree to amend the PPP Agreement as follows:

1. Section 5(e)(ii) of the PPP Agreement is hereby amended to read:

“ The value of Medic’s annual dollar allocation to the Public Private Partnership shall be calculated according to the formulas below on the corresponding effective dates:

January 1, 2021:  $\$91.51 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$2,174,990.00 \text{ (Cost Savings)}$

July 1, 2021:  $\$107.58 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$2,556,878.60 \text{ (Cost Savings)}$

January 1, 2022:  $\$135.69 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$3,225,183.65 \text{ (Cost Savings)}$

January 1, 2023:  $\$160.67 \text{ (Value of Unit Hour)} \times 23,768 \text{ hours (Unit Hour Reduction)} = \$3,818,755.20 \text{ (Cost Savings)}$

(“Annual Dollar Allocation”)

2. Section 5(e)(iv) of the PPP Agreement is hereby amended to read:

“As provided in Section 7(a) of this Agreement, the term of this Agreement shall coincide with the term of the Master Agreement, including any extensions thereof.”

3. Section 5(e)(v) of the PPP Agreement is hereby amended to read:

“Medic shall pay the Annual Dollar Allocation in quarterly installments to the Participating Member Cities, pursuant to the above formula and in the manner provided below, by no later than the 15th day of April, July, October and January of each year during the term of this Agreement. Payment shall be made by Medic directly to the City of Fairfield for disbursement to the Participating Member Cities in the amounts set forth in Exhibit C attached hereto. Fairfield shall make the quarterly payments to the Participating Member Cities within fifteen days of receipt of payment from Medic. Any reduction in the Annual Dollar Allocation made with respect to a defaulting city pursuant to Section 4(h) of this Agreement shall be applied by Fairfield to the defaulting city only. Fairfield shall deduct from the total amount of monies paid quarterly by Medic to the Participating Member Cities, an administrative charge to cover the costs of Fairfield being the administering party under this Agreement. The quarterly administrative charge shall be in the sum of \$7,500.

4. Effective January 1, 2021, the City of Suisun City shall become a Participating Member City and Party to this Agreement. By executing this Amendment No. 1, City of Suisun City agrees to be bound by and comply with all of the provisions of the PPP Agreement as amended.

5. If a local or state emergency is declared for a natural disaster or pandemic that results in a material decrease in transport volume and revenues, Medic shall provide written notice to the Participating Member Cities within 45 days of this event occurring. Upon giving such notice, Medic will provide a call and revenue comparison to demonstrate the materiality of the reduction in calls and revenues that would justify an adjustment in the payment obligations of Medic under this Agreement limited to the duration of the emergency. The parties will meet within 10 days of the notice to attempt to address the loss of funding in a mutually satisfactory manner. No payment modification shall be effective unless approved in writing by all of the Parties.

6. This Amendment No. 1 shall become effective January 1, 2021.

**IN WITNESS WHEREOF**, the undersigned have executed this First Amendment as of the date first written above.

MEDIC AMBULANCE SERVICE, INC., a  
California corporation

By:   
Title: President / COO

CITY OF FAIRFIELD, a municipal corporation

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

CITY OF BENICIA, a municipal corporation

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

CITY OF DIXON, a municipal corporation

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

CITY OF VALLEJO, a municipal corporation

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

City of Suisun City, a municipal corporation

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