

**SECOND AMENDMENT TO SOLANO EMERGENCY MEDICAL SERVICES
COOPERATIVE AMBULANCE SERVICE AGREEMENT**

This Second Amendment to Service Agreement (“Second Amendment”) is entered into and is effective October 9, 2014 by and between the Solano Emergency Medical Services Cooperative, a Joint Powers Authority (“SEMSC”) and Medic Ambulance Service, Inc., a California corporation (“Medic”). SEMSC and Medic are collectively designated herein as “the Parties” and each is a “Party.”

RECITALS

- A. WHEREAS, SEMSC and Medic previously entered into the Solano Emergency Medical Services Cooperative Ambulance Service Agreement (“Agreement”) on or about April 8, 2010, relating to the exclusive provision of advanced life support services by Medic within the exclusive operating area located in the County of Solano;
- B. WHEREAS, SEMSC and Medic wish to amend and modify certain provisions of the Agreement as specified in this Second Amendment.

WHEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- 1. SEMSC and Medic hereby agree to amend and modify the Agreement by inserting Section 1.3, which shall read as follows:

“1.3 SEMSC covenants and warrants that if any of the following five events (collectively the “Extension Events”) occurs prior to May 1, 2020, SEMSC shall grant an additional five (5) year extension of the Agreement with Medic (which would operate to extend the term through 12:01 a.m. on May 1, 2025):

(i) the Emergency Medical Services and Prehospital Care Personnel Act (California Health and Safety Code §1797, et seq)(“EMS Act”) is restated and/or amended to authorize a local EMS agency (“LEMSA”) to grant an exclusive operating area franchise to a provider for a period in excess of ten (10) years without a competitive process;

(ii) the EMS Act is restated and/or amended to authorize a LEMSA to request that the California Emergency Medical Services Authority approve an exclusive operating area franchise between a LEMSA and a provider for a period in excess of ten (10) years without a competitive process;

(iii) the California Emergency Medical Services Authority determines that a LEMSA has the authority to grant an exclusive operating area franchise to a provider for a period in excess of ten (10) years without a competitive process;

(iv) a judicial decision is rendered which determines that the California Emergency Medical Services Authority cannot prevent a LEMSA from granting an exclusive operating area franchise to a provider for a period in excess of ten (10) years without a competitive process; or

(v) any judicial, legislative, quasi-legislative, or administrative action occurs which results in SEMSC having the authorization to grant an exclusive operating area franchise for a period in excess of ten (10) years without a competitive process.

In the event that any of the Extension Events occur, SEMSC agrees to communicate and cooperate with MEDIC in all aspects relating to the extension of the Agreement. In the event that any of the Extension Events occurs which would require SEMSC to apply to the California Emergency Medical Services Authority (or other designated agency) for approval of a extension to the current Ambulance Service Agreement, SEMSC shall use its best efforts to diligently prepare and process the application and to obtain approval from the California Emergency Medical Services Authority (or other designated agency) of such application. If any of the Extension Events occurs, but the maximum allowable exclusive operating area franchise term that a LEMSA can grant is greater than ten (10) years but less than fifteen (15) years without utilizing a competitive process (e.g., the EMS Act is amended to allow for a LEMSA to grant a franchise for up to thirteen (13) years without a competitive process), then SEMSC shall use its best efforts to obtain the maximum allowable extension of the Ambulance Service Agreement.”

2. SEMSC and Medic hereby agree to delete Section 20.2 in its entirety and replace Section 20.2 with the following language:

“20.2 During the term of this Agreement and any subsequent extensions thereof, Medic shall be entitled to an annual adjustment increase to the basic rates and mileage rates for ALS transports under this Agreement of up to six (6) percent without the need for approval by SEMSC. If Medic requests an annual adjustment increase to the basic rates and mileage rates in excess of six (6) percent, SEMSC shall consider the request for such an annual adjustment to the basic rates and mileage rates based on the reasonable causes presented in Medic’s request, including but not limited to those identified in Section 20.3.1 through 20.3.6.”

3. SEMSC and Medic hereby agree to delete the first paragraph of Section 20.3 in its entirety (Sections 20.3.1 through 20.3.6 shall remain unchanged and in full force and effect) and replace the first paragraph of Section 20.3 with the following language:

“20.3 SEMSC shall also consider increases in other patient charges beyond those outlined in Section 20.2 above based on other reasonable causes presented in Medic’s request, including but not limited to the following:”

4. SEMSC and Medic hereby agree to amend and modify the Agreement by inserting Section 26.14.6, which shall read as follows:

“The parties recognize and agree that the term of this Agreement, which includes the five (5) year extension outlined in Section 1.3, is a central part of this Agreement. SEMSC shall take all actions available in law and equity to fully defend the legality and enforceability of this Agreement (including, but not limited to, the five (5) year extension) in the event that the Agreement is challenged or is the subject of any legal or administrative action by any third party.”

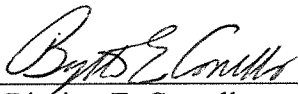
5. Unless specifically defined in this Second Amendment, the definitions set forth in the Agreement shall apply.

6. This Second Amendment shall be governed by the laws of the State of California.

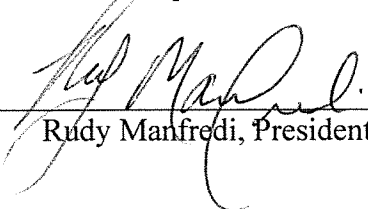
7. Unless specifically amended by this Second Amendment, all of the provisions, terms, and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, SEMSC and Medic have executed this Second Amendment on the respective dates below each signature.

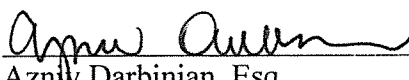
**SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE,
a Joint Powers Authority**

By:  11/3/14
Birgitta E. Corsello, Date
Solano County Administrator/Chair of SEMSC

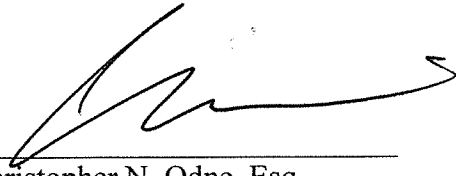
**MEDIC AMBULANCE SERVICE, INC.,
a California Corporation**

By:  10/20/14
Rudy Manfredi, President of Medic Date

APPROVED AS TO FORM:

By: 
Azniv Darbinian, Esq.
Assistant County Counsel
Attorney for SEMSC

By:

A handwritten signature in black ink, appearing to read 'C. Odne', written over a horizontal line.

Christopher N. Odne, Esq.
Attorney for Medic Ambulance Service, Inc.