

FIRST AMENDMENT TO EMERGENCY
MEDICAL TRANSPORTATION AGREEMENT

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ____ day of July 2004 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation (the "City") and SCHAEFER AMBULANCE SERVICE, INC., a California corporation with a principal place of business at 2215 S. Bristol Street, Santa Ana, CA 92704 ("Consultant"). City and Consultant are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties have previously entered into an Emergency Medical Transportation Agreement effective July 1, 2001 (the "Agreement"); and

WHEREAS, the Agreement provided that its term end on June 30, 2004; and

WHEREAS, the Parties wish to extend the term of the Agreement until such time as the City Council of the City of Costa Mesa has reached a decision regarding the possible adoption of a fire-med program for the City; and

WHEREAS, the Parties wish to revise and add certain provisions in the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Term: This Amendment shall remain in effect until either a new Amendment addressing the Fire-Med Program has been signed by and between the parties or the Agreement has been terminated as set forth hereinbelow. Notwithstanding, this Amendment shall not exceed a period of three (3) years from the Effective Date.
2. Subsection I shall be added to Section 4 (Equipment and Supplies) that shall read:
 - I. Two new ambulances to be purchased in July 2005. These and any other new ambulances purchased after June 30, 2004, shall be equipped with seating safety nets.
3. Subsection J shall be added to Section 4 (Equipment and Supplies) which shall read:
 - J. No later than October 1, 2004, and thereafter, any Schaefer Ambulance assigned to be used in Costa Mesa will be equipped with Automated External Defibrillators (AED).
4. A sentence will be added to subsection B of Section 7 (Personnel and Housing), to read as follows:

In addition, all Schaefer Ambulance personnel assigned to work in Costa Mesa will be properly trained to use the Automated External Defibrillators (AED) no later than October 1, 2004.

5. Contractor shall provide all records required pursuant to Section 7 (Personnel and Housing), subsections O and S, to the Fire Chief on or before October 1, 2004.

6. The first sentence of Section 9 (Expendable Medical Supplies and Operational Cost Reimbursement) shall be replaced with the following sentence:

Contractor shall reimburse the City on a quarterly basis and remit to the City no later than thirty (30) days following the end of the quarter a minimum of Thirty-Nine Dollars and Ninety-One Cents (\$39.91) per transported patient to cover the cost of expendable medical supplies, including but not limited to patient pre-hospital care supplies and attributable operational costs related to this Agreement (the "Reimbursement")."

7. The second sentence of Subsection B. of Section 12 (Billing) shall be replaced with the following sentence:

Contractor shall, on or before the close of business on the last day of every calendar quarter, remit all User Fee funds collected on behalf of the City during the immediately preceding calendar quarter less the Billing Charges.

8. Section 17A and B (Termination) shall be replaced with the following paragraph:

The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Amendment, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

9. Contractor shall provide current copies of all policies required under Section 19 (Insurance).

10. Contractor shall provide current copies of all business licenses and certificates as required by Subsections A. and B. of Section 24 (Licenses and Certificates).

11. Authorization. The City Manager of the City of Costa Mesa or his designee shall be the duly authorized representative of City for purposes of this Amendment and may issue any and all consents, approvals, directives and agreements on behalf of City, called for by this Amendment or the Agreement, except as otherwise expressly provided therein.

12. Defined Terms. Except as otherwise set forth herein, all defined terms used herein shall bear the same meaning as set forth in the Sublease.

13. Precedence. Except as otherwise set forth herein to the contrary, all terms and provisions of the Agreement shall remain un-amended and in full force and effect. All other terms, covenants and conditions of the Agreement, except those terms expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has executed this Amendment as of the dates shown below.

[SIGNATURES FOLLOW ON NEXT PAGE]

Dated: _____

CITY OF COSTA MESA

By: _____
Allan Roeder, City Manager

Dated: 7/20/04

SCHAEFER AMBULANCE SERVICE, INC.

By: James McNeal
James McNeal, President

ATTEST:

Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

Merrin McGinn Sr. Dkt
for City Attorney, City of Costa Mesa

APPROVED AS TO CONTENT:

Gregg A. Steward
Gregg Steward, Deputy Chief