

**FIRST AMENDMENT TO**  
**PROFESSIONAL SERVICES SUBCONTRACTOR AGREEMENT**  
**BETWEEN SONOMA COUNTY FIRE DISTRICT AND MEDIC AMBULANCE SERVICE, INC.**

On April 27, 2021, the Sonoma County Fire District, hereinafter called "DISTRICT," and Medic Ambulance Service, Inc, hereinafter called "CONTRACTOR", and collectively referred to hereinafter as the "Parties", entered into a Profession Services Subcontractor Agreement ("AGREEMENT").

The purpose of this First Amendment to the Professional Services Subcontractor Agreement ("FIRST AMENDMENT"), effective October 19, 2021, is to expand the scope of services that CONTRACTOR will provide. Except as otherwise noted in this FIRST AMENDMENT, the provisions of the Parties' AGREEMENT dated April 27, 2021, shall remain in effect.

**1.0 Recitals**

WHEREAS, the DISTRICT has the rights, obligations, and authority over emergency medical services and Advanced Life Support Services throughout the entirety of the DISTRICT, pursuant to Health and Safety Code section 1797.201; and

WHEREAS, in January 2021, the DISTRICT issued a Request for Qualifications ("RFQ") as part of a competitive bidding process under Public Contract Code section 20812 for a subcontractor to provide emergency medical services and Advanced Life Support Services for Sonoma County Exclusive Operating Area #1 ("EOA #1"), as well as the entirety of the DISTRICT territory and appurtenant ambulance service areas; and

WHEREAS, although several private ambulance service providers attended the bidders' video conference, no bids were received in response to the DISTRICT's RFQ; and

WHEREAS, on April 27, 2021, consistent with Public Contract Code section 20812(c)(4), the DISTRICT entered into the AGREEMENT with CONTRACTOR regarding emergency medical services and Advanced Life Support Services for EOA #1; and

WHEREAS, through this FIRST AMENDMENT, also consistent Public Contract Code section 20812(c)(4), the DISTRICT and CONTRACTOR wish to expand the Parties' AGREEMENT to include emergency medical services and Advanced Life Support Services for the entirety of the DISTRICT territory and appurtenant ambulance service areas; and

WHEREAS, the initial AGREEMENT and this FIRST AMENDMENT comply with Health and Safety Code section 1797.231 and the policy adopted in DISTRICT Resolution 2021-25.

## **2.0 Agreement**

Now, therefore, it is agreed by the Parties to this FIRST AMENDMENT as follows:

### **2.1 Term of the FIRST AMENDMENT**

(a) Term. The term of this Agreement shall commence on the date first written above and shall expire at the end of the initial term of five (5) years after the DISTRICT and CONTRACTOR complete negotiations of the final deployment plan the Scope of Services set forth in paragraph 2.2 and the Pricing, Billing and Collection set forth in paragraph 2.3. In the event the DISTRICT is awarded an emergency medical services contract with the County of Sonoma pursuant to the County RFP as set forth in the AGREEMENT, the Parties agree that they shall renegotiate this FIRST AMENDMENT, specifically the Scope of Services set forth in paragraph 2.2 and the Pricing, Billing and Collection set forth in paragraph 2.3; to conform CONTRACTOR's services with the County RFP requirements..

(b) Extension of Agreement. DISTRICT may extend the CONTRACTOR'S service under the FIRST AMENDMENT for an additional five (5) year term. The extension will be based on CONTRACTOR'S performance in meeting and or exceeding the performance standards outlined in the AGREEMENT and FIRST AMENDMENT over the initial term.

(c) Obligations Extending Beyond Term. The obligations of the Parties under AGREEMENT paragraphs 2.6 (Insurance) and 278 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the AGREEMENT and this FIRST AMENDMENT, and the obligations of CONTRACTOR to DISTRICT shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.13 (Confidentiality), 2.18 (Taxes), and 2.19 (Access to Records/Retention). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in Exhibits A and B of the AGREEMENT or this FIRST AMENDMENT, the modifications in Exhibits A and B shall also continue after the expiration date or early termination.

**2.2 Scope of Services.** CONTRACTOR shall provide DISTRICT those emergency medical services and Advanced Life Support Services for the entirety of the DISTRICT territory and appurtenant ambulance service areas, as set forth in Exhibit A, which shall be finalized and included in this FIRST AMENDMENT after the final version of the deployment plan is negotiated between DISTRICT and CONTRACTOR.

**2.3 Pricing, Billing, and Collections.** The primary means of CONTRACTOR compensation is through Unit hour cost reimbursement agreement, set forth in Exhibit B, which shall be finalized and included in this FIRST AMENDMENT after the final version of the deployment plan is negotiated between DISTRICT and CONTRACTOR.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT effective on the date first written above:

DISTRICT

By: \_\_\_\_\_  
Mark Heine, Fire Chief, Sonoma County Fire District

CONTRACTOR:

By: \_\_\_\_\_  
James Pierson, President and COO, Medic Ambulance

Approved as to form:

\_\_\_\_\_  
DISTRICT Counsel

\_\_\_\_\_  
CONTRACTOR Counsel