

RESOLUTION NO. 17-141

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A Second Amendment To The First Responders Advanced Life Support (FRALS) Agreement With The County Of Alameda That Governs The Provision Of Advanced Life Support Medical Services

WHEREAS, the City of Emeryville and the Alameda County have entered into a First Responder Advanced Life Support (FRALS) agreement, whereby the City is authorized by the County to provide first responder paramedic level services, pursuant to the California Health and Safety Code and the California Code of Regulations; and

WHEREAS, the agreement between the City of Emeryville and the County of Alameda was renewed and amended by a First Amendment that was approved by City Council on May 24, 2016; and

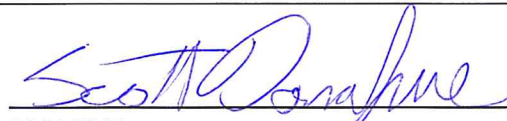
WHEREAS, the current FRALS agreement will expire on October 31, 2017; and

WHEREAS, the proposed Second Amendment to the FLAS Agreement allows the City of Emeryville to continue to provide first responder paramedic services and to receive an annual financial stipend from the County for provision of those services through June 30, 2018; now, therefore, be it


RESOLVED, that the City Council of the City of Emeryville authorizes the City Manager to execute a Second Amendment to the First Responder Advanced Life Support (FRALS) agreement with the County of Alameda governing the provision of advanced life support medical service by the Alameda County Fire Department that provides service for the City of Emeryville.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, September 5, 2017 by the following vote:

AYES:	<u>5</u>	Mayor Donahue, Vice Mayor Bauters and Council Members Martinez, Medina and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	


MAYOR:

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



CITY OF EMERYVILLE

SECOND AMENDMENT TO AGREEMENT

This Second Amendment ("Amendment") to the Emergency Medical Services First Responder Advanced Life Support Services Agreement ("Agreement"), made and entered into on November 1, 2017, is made by the **County of Alameda** ("County") and the **City of Emeryville** ("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 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, 2018.

2. Section 11 of the Agreement, concerning Contractor Revenue/Support, is amended to include new subsections 11.1.3 and 11.1.4:

11.1.3 Contractor shall be compensated on a per-unit basis in installments as defined in EXHIBIT E – FIRST RESPONDER SUPPORT PAYMENT SCHEDULE.

11.1.4 For the period November 1, 2017 through June 30, 2018, Contractor funding under this Agreement shall be increased 3%. Contractor and County agree that under this Agreement, 1% of the Increase will be set aside in an account created by the County for eventual increases in the number of FRALS units or other projects that enhance Fire EMS response. The use of funds from the 1% set-aside account shall be reviewed by a panel of three, including the EMS Director and two fire chiefs selected by the Alameda County Fire Chiefs Association who are not involved in the matter being considered for funding.

3. Section 12 of the agreement, concerning Vehicles and Equipment, is amended to include new Subsections 12.6 and 12.7:

12.6 Contractor agrees to accept ownership of the following equipment currently in its possession at no cost from County EMS:

Two (2) LIFEPAK 15 system

Two (2) Physio-Control chest compression system (LUCAS device)

12.7 County EMS will fund Physio Control, Inc. service plans LP15-OSCOMP-1 and LUCAS-OSCOMP-1 for each system identified in Subsection 12.2.1 through June 30, 2018.

4. Paragraph 1 of EXHIBIT E – FIRST RESPONDER SUPPORT PAYMENT SCHEDULE is amended to include an additional three rows in the chart, as follows:

Year	8-month Total Amount per FRALS Unit x 2	Period of Service	COLA	% Funded	Period Amount	Total Amount
7	\$32,203.11 x 2 = \$64,406.23	11/1/2017- 1/31/2018	2%	100%	\$24,152.34	\$24,152.34
		2/1/2018- 4/30/2018	0%	100%	\$24,152.34	\$48,304.67
		5/1/2018- 6/30/2018	0%	100%	\$16,101.56	\$64,406.23

5. Paragraph 4 of EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE is amended to read “Payment to Contractor will be made in installments upon receipt of an invoice at least thirty (30) business days in advance of the start of each Period as identified in EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE.”
6. EXHIBIT G – EQUIPMENT LOAN AGREEMENT Sections A.2 concerning LIFEPAK 15 system and A.3 Concerning Physio-Control chest compression system (LUCAS device) are deleted.
7. Except as expressly modified by this Second 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 Second Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF EMERYVILLE

By: _____
Signature

By: Carolyn Lehr
Signature

Name: Wilma Chan

Name: Carolyn Lehr

Title: President of the Board of Supervisors

Title: City Manager

Date: _____

Date: 8-18-17

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

Approved As To Form

Whitney Quinn
City Attorney's Office

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

Approved As To Form

CONTRACTOR: CITY OF EMERYVILLE


City Attorney's Office

PRINCIPAL: Carolyn Lehr

TITLE: City Manager

SIGNATURE: Carolyn Lehr

DATE: 8-18-17