

**SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE AND AMERICAN MEDICAL RESPONSE, INC. FOR ALS FIRST RESPONDER AND AMBULANCE SERVICES.**

THIS SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF RIVERSIDE AND AMERICAN MEDICAL RESPONSE, INC. FOR ALS FIRST RESPONDER AND AMBULANCE SERVICES ("First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., a Delaware corporation ("AMR").

**RECITALS**

WHEREAS, AMR provides emergency and non-emergency medical transport service for the Northwest Riverside County area, which includes the City of Riverside.

WHEREAS, County of Riverside's Department of Public Health has concluded that AMR has consistently met or exceeded contractual performance standards during the June 2009 through June 2012, and the July 2012 through June 2015 terms; and

WHEREAS, on June 12, 2012, the County of Riverside Board of Supervisors approved a second three year option for extension, effective July 1, 2012 through June 30, 2015, of the Master Ambulance Agreement with AMR, as the emergency ambulance provider for seven exclusive operating zones, including the Northwest area; and

WHEREAS, City and AMR entered into an Agreement ("Agreement") on October 1, 2010, in conjunction with AMR providing ambulance services in the City of Riverside; and

WHEREAS, City and AMR extended the Agreement ("Agreement") on July 1, 2012, for one three year term ending on June 30, 2015, in conjunction with AMR providing ambulance services in the City of Riverside; and

WHEREAS, on January 13, 2015, the County of Riverside Board of Supervisors approved a long-term five year extension, effective July 1, 2015 through June 30, 2020, of the Master Ambulance Agreement with AMR, as the emergency ambulance provider for seven exclusive operating zones, including the Northwest area; and

WHEREAS, AMR's performance to date in the City of Riverside has met or exceeded City standards and expectations; and

WHEREAS, the term of the Agreement from July 1, 2012 through June 30, 2015, may be extended for one (1) additional period of time of no less than three (3) years; and

WHEREAS, City and AMR desire to extend the term of the Agreement without modifying any other terms or conditions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and AMR agree as follows:

1. Section 5.1 of the Agreement entitled "Term" is amended in its entirety to read as follows:

**5.1 Term of Agreement**

This Agreement shall be effective July 1, 2015, and shall remain in effect until June 30, 2018, unless terminated earlier as provided pursuant to the terms of this Agreement."

2. All terms and conditions of the Agreement not inconsistent with this Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and AMR have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By:   
Deputy City Attorney

AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.  
a Delaware corporation

By:   
Edward B. Van Horne  
CEO and President

By:   
Timothy J. Dorn  
CFO and COO