

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT WITH
FALCK MOBILE HEALTH CORP (dba CARE AMBULANCE SERVICE)**

This Amendment Number One ("Amendment") is made and entered into this 18th day of July 2023 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City") and FALCK MOBILE HEALTH CORP, a California corporation, previously known as CARE AMBULANCE SERVICE, INC. ("Consultant").

WHEREAS, City and Consultant entered into an agreement on August 1, 2018 for Consultant to provide Ambulance Operator Services (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term of five (5) years, with the option to extend the Agreement for five (5) additional one (1) year periods; and

WHEREAS, City and Consultant desire to extend the term for one (1) year, through July 31, 2024; and

WHEREAS, City and Consultant desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to increase Consultant's maximum compensation accordingly to \$2,400,000.00.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Term of the Agreement set forth in Section 4.1 shall be extended for one year through July 31, 2024.
2. The terms set forth in Section 2.1 Compensation, will reflect the one (1) year annual compensation of not to exceed \$2,400,00.00. Annual Compensation Package for ambulance operator services of \$2,301,906.00, as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
3. The terms set forth in Section 2.1 Compensation, Additional Expenses Surge Unit/ Ambulance EMT Crew (on as needed basis), will reflect the updated terms as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
 - i. \$300.00 per hour measured in 15-minute intervals at \$75.00 per 15min.
 - ii. Billing to City for Surge Unit will begin when the requested Falck unit goes "enroute".
 - iii. Should the assigned Falck unit be canceled within the first five (5) minutes of going "enroute" then there will be no billing to the City.

4. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

FALCK MOBILE HEALTH CORP



Signature

Date: 08/10/2023

Troy M. Hagen, Vice President
Name and Title

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF COSTA MESA



Lori Ann Farrell Harrison
City Manager

Date: 8/28/2023

ATTEST:

Brenda Green 8/29/2023
Brenda Green
City Clerk



APPROVED AS TO FORM:

Kimberly Hall Barlow

Kimberly Hall Barlow
City Attorney

Date: 8/23/23

APPROVED AS TO INSURANCE:

Ruth Wang

Ruth Wang
Risk Management

Date: 8/21/23

APPROVED AS TO CONTENT:

Jason Pyle

Jason Pyle, Assistant Fire Chief
Project Manager

Date: 8/21/23

DEPARTMENTAL APPROVAL:

D.A. Stefano

Daniel A. Stefano
Fire Chief

Date: 8/21/2023

APPROVED AS TO PURCHASING:

Carol Molina

Carol Molina
Finance Director

Date: August 14, 2023