

**AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**AMERICAN MEDICAL RESPONSE (WEST)**  
**BC-05-168**

**FIFTH AMENDMENT**  
**Effective June 1, 2022**

This Fifth Amendment is to the Agreement for Services, number BC-05-168 (“Agreement”), by and between the County of Santa Barbara (“County”) and American Medical Response West (“Contractor”), for the provision of emergency and non-emergency ambulance services for advance life support and pre-hospital care.

**WHEREAS**, the current term of the Agreement is effective through December 31, 2022;

**WHEREAS**, the parties desire to amend the Agreement to extend the term to March 1, 2024, to update the Vehicle Maintenance Program, and to update the “Lame Duck” Contract Termination provision;

**WHEREAS**, the “bid cycle” is determined to begin with release of the Request-For-Proposals (RFP) for ambulance service and the execution by the County Board of Supervisors of the subsequent agreement resulting from that RFP; and

**WHEREAS**, this Fifth Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. **Definitions.** Capitalized terms used in this Fifth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.** The Agreement is amended as follows:

**SECTION 1 – ADMINISTRATION OF THE CONTRACT AND TERMS** *subsection 1.2 is deleted and replaced in its entirety with:*

**1.2 Term of Contract**

The term of this Agreement shall commence at 00:01 hours on January 1, 2005 (Effective Date), and shall terminate at 08:00 AM on March 1, 2024, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement. Should the Contractor (AMR) win the bid in the bid cycle, upon mutual

written agreement of the parties, the termination date of this Agreement may occur sooner than March 1, 2024.

**SECTION 4 – OPERATIONS** *subsection 4.3.E is deleted and replaced in its entirety with:*

**4.3 Equipment and Supplies**

- E. Vehicle Maintenance Program – Contractor’s vehicle maintenance program shall be designed and conducted so as to achieve the highest standards of reliability appropriate to an emergency service.

Contractor shall maintain all ambulances. Vehicles shall be kept in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance, shall be immediately removed from service. Contractor shall submit a vehicle maintenance program and locations of maintenance services in writing to the County. Records of vehicle maintenance shall be submitted to the County as part of Contractor’s Annual Report. Vehicle mileage shall be limited to 200,000 on all front line units and 250,000 on all back-up units. With written approval from the Santa Barbara County EMS Agency Director (or designee) which approval shall not be unreasonably withheld, conditioned or delayed, the vehicle mileage limit for front line units may be extended to 250,000. Upon such written approval, in the event that any unit with over 200,000 miles experiences a mechanical failure while assigned to any call for service, it will be taken out of service and evaluated by the Contractor. Upon written request, the Santa Barbara County EMS Agency may allow the unit back in-service once the necessary corrective actions to bring the unit back in-service have been completed.

Appearance of vehicles shall be consistent with industry standards. All vehicle signage must be approved by the Santa Barbara County EMS Agency, example of such signage include (Santa Barbara County, Emergency Medical Services, American Medical Response Paramedic Ambulance). Contractor shall repair all damage to ambulances in a timely manner.

**SECTION 11 – GENERAL CONTRACT REQUIREMENTS** *subsection 11.1.G is deleted and replaced in its entirety with:*

**11.1 Contract Termination**

- G. “Lame Duck” Provisions – If the Contractor fails to win the bid in a bid cycle, the County shall depend upon the Contractor to continue provision of all services required under the Agreement until the winning – or incoming – Contractor takes over operations. Under these circumstances, the Contractor would, for a period of several months as agreed to by the Parties in writing serve as a “lame duck” but in no event past March 1, 2024. To ensure continued

performance fully consistent with the requirements of the Agreement throughout any such “lame duck” period, the following provisions shall apply:

Throughout such “lame duck” period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning Contractor;

The Contractor shall make no changes in methods of operation that could reasonably be considered aimed at cutting Contractor’s service and operating costs to maximize profits during the final stages of the Agreement;

The Contractor may reasonably begin to prepare for transition of service to the incoming Contractor during the “lame duck” period, and the County shall not unreasonably withhold its approval of the outgoing Contractor’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the Contractor’s performance during such “lame duck” period, and so long as such transition activities are prior-approved by the County; and

Contractor shall work with the LEMSA Director in good faith to determine appropriate adjustments during any “lame duck” period related to impacts beyond Contractor’s reasonable control.

3. **Ratifications**. The terms and provisions set forth in this Fifth Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement or Amendments. The terms and provisions of the Agreement and Amendments, except as expressly modified and superseded by this Fifth Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts**. This Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single Agreement between the parties.

*(Signatures on following pages.)*

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment to be effective June 1, 2022.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH  
Director

By: \_\_\_\_\_  
Department Head

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: \_\_\_\_\_  
Risk Manager

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA, CPFO  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Nicholas Clay  
EMS Agency/LEMSA Director

By: \_\_\_\_\_  
EMS Director

Fifth Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **American Medical Response West**.

**IN WITNESS WHEREOF**, the parties have executed this Fifth Amendment to be effective June 1, 2022.

By: \_\_\_\_\_  
Sean Russell, Region President

Date: \_\_\_\_\_