

AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES (C2001-132)

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of June 24, 2003, 2003, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement terminates on July 15, 2004 with an additional three-year option.
- C. Both parties now wish to amend the Agreement to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.

AGREEMENT:

- 1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect for five years from the Effective Date. CITY will have the option to extend the Agreement for one additional three-year term under the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement."

- 2. A new Subparagraph (6) is added to Paragraph 3.a, which reads as follows:

"(6) GERBER will assume the responsibility of billing for the CITY the Paramedic Advanced Life Support (ALS) Emergency Response and Transport Fee minus the Base-Response Charge less \$17.00 and the Code 3 Response or Transport Fee, in conjunction with its billing procedures. The fees charged for these services may not exceed the Los Angeles County General Public Ambulance Rate set for each of these services as such rates may be amended from time to time. GERBER will perform all billing services including sending a minimum of four collection notices within a fifty-day period. GERBER will remit all fees collected to the CITY within seven days of receipt. GERBER will present the CITY with a monthly statement setting forth the monthly total of fees billed and all sums remitted."

ORIGINAL

3. Subparagraph 4.a., entitled Rates, is amended to read in its entirety as follows:

“a. Rates

(1) Each time GERBER dispatches an ambulance to transport one or more persons in response to a request from the Police or Fire Departments, the cost of such ambulance transportation and related services will be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that may be charged for such transportation and related services are as follows:

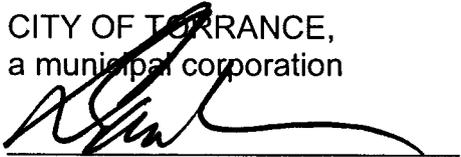
- (a) Base-Response Charge: The fee charged for this service may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time, less \$17.00.
- (b) Mileage: The fee charged for mileage (from location of patient to hospital) may not exceed the General Public Ambulance Rate set for mileage by the County of Los Angeles as such rate may be amended from time to time.
- (c) Oxygen and oxygen cannula/mask: The fee charged for oxygen and an oxygen cannula/mask may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
- (d) Code 2 Response or Transport Fee: The fee charged for a Code 2 Response or Transport may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time.
- (e) Backboard, splint, KED: The fee charged for a backboard, splint or KED may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
- (f) Bandages, dressings: The fee charged for bandages and dressings may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.”

4. A new Paragraph 11.c is added to Paragraph 11, which reads as follows:

“ c. In the performance of its duties under this Agreement, GERBER specifically agrees it is knowledgeable of and will comply with the Health Insurance and Accountability Act of 1996 (HIPPA).”

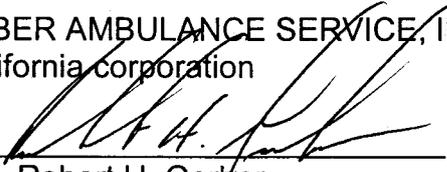
5. In all other respects, the Agreement dated July 15, 2001, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



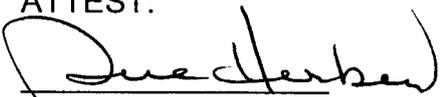
Dan Walker,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: 

Robert H. Gerber
President

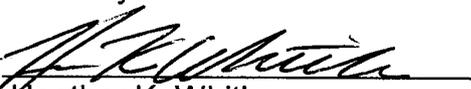
ATTEST:



Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Heather K. Whitham,
Deputy City Attorney

AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES (C2001-132)

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of May 9, 2006, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. Both parties now wish to amend the Agreement to add additional equipment requirements and to extend the term of the agreement.

AGREEMENT:

1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect for six years from the Effective Date. CITY will have the option to extend the Agreement for one additional two-year term under the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement."

2. A new Subparagraph (4) is added to Paragraph 3.c, to read in its entirety as follows:

"By July 15, 2006, Gerber shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the Torrance Fire Department Computer-Aided Dispatch System. Gerber shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Gerber dispatchers and Torrance Fire Department dispatchers to dispatch the ambulances and in all communications."

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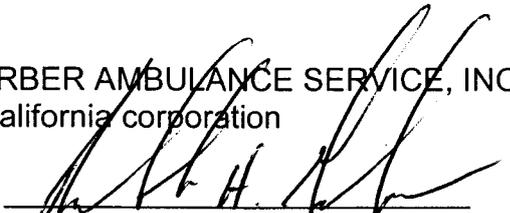
3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



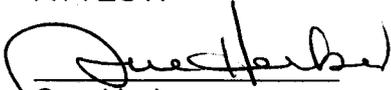
Dan Walker,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: 

Robert H. Gerber
President

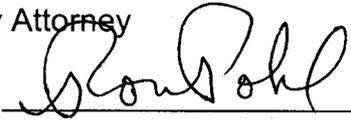
ATTEST:



Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

**THIRD AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of June 9, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. Both parties now wish to amend the Agreement to extend the term of the Agreement and to modify some of the fee provisions.

AGREEMENT:

- 1. Paragraph 2, entitled **TERM**, is amended to read in its entirety as follows:

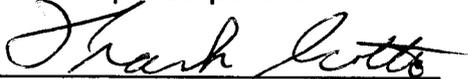
"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through July 15, 2011."
- 2. A new Subparagraph (7) is added to Paragraph 3.a, to read in its entirety as follows:

GERBER will assume the responsibility of billing for the CITY any future fees consistent with other agencies' fees.
- 3. A new Subparagraph (8) is added to Paragraph 3.a, to read in its entirety as follows:
Pursuant to Title 42 US Code Sections 1320-a-7b(b), as consideration for GERBER's agreement to provide billing services for CITY, CITY shall provide GERBER with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties agree

that the value of the services each party renders to the other shall be deemed equivalent and neither party shall owe the other party any further monetary consideration. The parties have been rendering said services to each other in the past; this formalizes it.

4. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003 and May 9, 2006, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



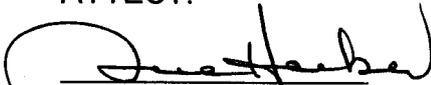
Frank Scotto,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: 

Robert H. Gerber
President

ATTEST:



Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

**FOURTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of July 8, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. Both parties now wish to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.

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AGREEMENT:

1. A new Subparagraph (7) is added to Paragraph 3. a, entitled **GERBER AGREES TO THE FOLLOWING**: is amended to read in its entirety as follows:

In addition to the fees in Subparagraph 6 above, which are only billed when the patient is transported with Torrance Fire Department (TFD) paramedic accompanying the patient to the medical facility, GERBER will assume the responsibility of billing for the CITY the Advanced Life Support (ALS) assessment fee when the patient is assessed by a TFD paramedic who determines it is not necessary to accompany the patient to the medical facility and releases the patient for transport without paramedic accompaniment. The ALS assessment fee is indexed to and may not exceed the Los Angeles County General Public Ambulance rate set for

such services: Advanced Life Support Rate minus Basic Life Support rate less \$17.

2. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006 and June 9, 2009 between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



Frank Scotto,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: 
Robert H. Gerber
President

ATTEST:



Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

**FIFTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of JULY 12 , 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. On July 8, 2009, the Agreement was amended to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.
- G. Both parties now wish to amend the agreement to extend the term through September 30, 2011.

C2001-132

AGREEMENT:

- 1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

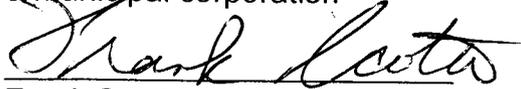
"Unless otherwise terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through September 30, 2011."
- 2. The persons executing this Agreement on behalf of GERBER warrant that (i) GERBER is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of GERBER; (iii) by so executing this Agreement, GERBER is formally bound to the provisions of this

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Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

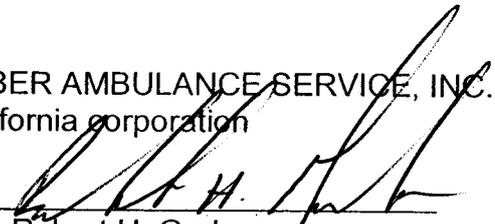
3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006, June 9, 2009, and July 8, 2009 between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



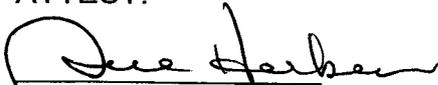
Frank Scotto,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: 

Robert H. Gerber
President

ATTEST:



Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

**SIXTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of SEPTEMBER 20 , 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. On July 8, 2009, the Agreement was amended to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.
- G. On July 12, 2011, the Agreement was amended to extend the term of the Agreement through September 30, 2011.
- H. Both parties now wish to amend the agreement to extend the term through October 31, 2011.

C2001-132

AGREEMENT:

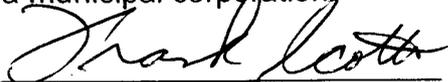
1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless otherwise terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through October 31, 2011."
2. The persons executing this Agreement on behalf of GERBER warrant that (i) GERBER is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of GERBER; (iii) by so executing this

Agreement, GERBER is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

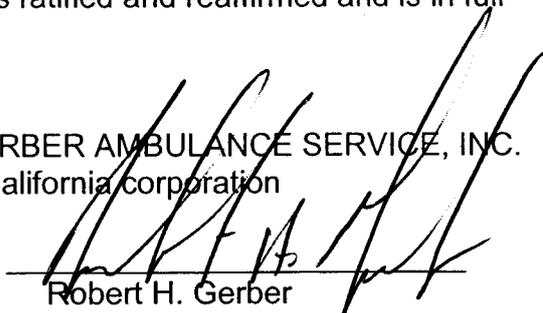
3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006, June 9, 2009, July 8, 2009, and July 12, 2011, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation



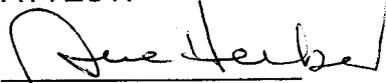
Frank Scotto,
Mayor

GERBER AMBULANCE SERVICE, INC.
a California corporation

By: 

Robert H. Gerber
President

ATTEST:



Sue Herbers,
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 