

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A SECOND AMENDMENT TO THE REGIONAL EMERGENCY MEDICAL TRANSPORTATION SERVICE AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, AS FOLLOWS:

Section 1: That the City of Mesa entered into an agreement with SW General, Inc. dba Southwest Ambulance to provide regional emergency medical transportation services on August 1, 2011 (“Agreement”).

Section 2: That the City Manager, Christopher J. Brady, or his designated representative, is authorized and directed to execute the second amendment to the Agreement, attached hereto as Exhibit A, and any further amendments to the Agreement, and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 6th day of May, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

{00076717.1}

EXHIBIT A

AMENDMENT TWO TO THE REGIONAL EMERGENCY MEDICAL TRANSPORTATION SERVICE AGREEMENT

RECITALS

Whereas, the Apache Junction Fire District, the Town of Gilbert, the Town of Queen Creek and the City of Mesa entered the Regional Emergency Medical Transportation Service Agreement (the "Agreement");

Whereas, the Apache Junction Fire District, the Town of Gilbert, the Town of Queen Creek and the City of Mesa wish to amend the Agreement to modify response time evaluations and liquidated damages for certain response types and Response Zones that have low monthly call volumes;

Whereas, the Arizona Department of Health Services has authorized this Amendment pursuant to its authority under A.R.S. § 36-2234(k);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

TERMS

1. This Amendment shall be effective upon approval of the governing bodies or authority of the parties.
2. The above recitals are incorporated by this reference.
3. All of the original terms and clauses of the Agreement remain in effect except as modified herein.
4. The following replaces and supersedes section 1, subparagraph e of the Agreement:
 1. Definitions.
 - e. The term "Code 3 Call," as used in this Agreement, shall mean
 - (i) an emergency response call in which the use of red lights and sirens are requested at the time of the initial request and red lights and sirens are used up and until arrival on the scene of the incident.
 - (ii) A call in which the initial request by the Region's 9-1-1 Emergency Dispatch Center was for a Code 2 call, but was upgraded by the Region's 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 3 call prior to arrival on the scene of an incident.
5. The following replaces and supersedes section 8, subparagraph b of the Agreement:
 8. Response Time Evaluation
 - b. Evaluations. Contractor and Region shall conduct a monthly evaluation of response times for Code 3 responses in Zones 1, 2, 3, 4 and 7. Contractor shall provide a list of all responses within the Region correlated to the incident numbers as provided by the Region's 9-1-1 Emergency Dispatch Center. The monthly evaluation meeting shall be held

as soon as possible after the end of the evaluation month and no longer than thirty (30) days following the evaluation month. Liquidated damages in the amount of \$1000 will be assessed for each reporting period that the Contractor fails to meet the reporting requirement deadline or omits required data from the report. See Attachment I.

Code 3 response time evaluations for Zones 5, 6, 8 and 9 shall be performed quarterly. The quarterly evaluation shall take place within thirty (30) days of the end of each quarter.

6. The following replaces and supersedes section 9, subparagraph a of the Agreement:

9. Liquidated Damages for Failure to Meet Requirements. Region will notify contractor in writing of any liquidated damages being assessed not less than 30 days after they first become known to any Regional Partner. Upon notification of any liquidated damage assessments, Contractor will have 15 days to dispute any assessment, any dispute must be submitted in writing. The Region's Contract Administrator and the EMS Division Manager (as defined in Section 29 herein) from the jurisdiction where the instance took place (if applicable) will meet with Contractor to review the assessment and Contractor's response and to determine the validity or invalidity of the assessment. Should the Region's contract Administrator, the EMS Division Manager (as applicable) and Contractor fail to reach an agreement on the validity or invalidity of the assessment, the matter will be referred to the City of Mesa's Fire Chief (or their designee) who will review the circumstances of the assessment with the Contractor, the Region's Contract Administrator and the affected jurisdiction's EMS Division Manager. The determination of the City of Mesa's Fire Chief shall be final. The Problem Resolution Procedure as defined in Attachment D shall not be applicable to the assessment of liquidated damages.

a Failure to Meet 90% Response Time Requirement. The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls in Zones 1, 2, 3, 4 or 7, or Code 2 calls in any Zone, falls below 90% for any given month. Response Zones will be evaluated for response time compliance exclusively of each other.

Compliance %	Liquidated Damages
89%	\$5,000
88%	\$7,000
87%	\$9,000
86%	\$11,000
85%	\$13,000
84%	\$15,000 plus \$3,000 per percentage point thereafter

Liquidated damages will be assessed at \$8,000 for each non-compliant Code 3 response time that reduces the compliance rate below 90% in Response Zones 5, 6, 8 or 9 during any given quarter. Response Zones will be evaluated for response time compliance exclusively of each other.