

RESOLUTION NO. 2125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AMENDING RESOLUTION NO. 1939 AND AUTHORIZING THE
 EXECUTION OF AN AMENDMENT NO. A-2 TO AN
 AGREEMENT WITH THE COUNTY OF MONTEREY
 FOR PROVISION OF EMERGENCY
 AMBULANCE SERVICES

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager be, and he is hereby, authorized and directed to execute an Amendment No. A-2 to an agreement by and between the County of Monterey and the City of Soledad for the provision of emergency ambulance services in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 25th day of November, 1991 by the following vote:

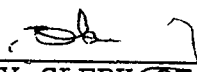
AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST:


 CITY CLERK OF THE CITY OF SOLEDAD

AMENDMENT A-2 TO AGREEMENT NUMBER 5393

THIS AMENDMENT has been made and entered into this 10th day of December, 1991, by and between the County of Monterey, hereinafter called COUNTY and The City of Soledad hereinafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the parties have heretofore on March 6, 1990, entered into an AGREEMENT for providing ambulance services, a copy of which is attached hereto as "Exhibit A", and

WHEREAS, the COUNTY desires to extend the AGREEMENT for a twelve month period, and automatically renew the contract thereafter for three consecutive twelve-month periods, for a total of forty-eight (48) months as agreed below; and

WHEREAS, certain language in the existing contract needs clarification to be consistent with actual practices under the contract.

IT IS HEREBY AGREED AS FOLLOWS

The Ambulance Service AGREEMENT is extended for the period of January 1, 1992, to January 1, 1993 and shall automatically renew without further action for the periods, January 1, 1993, to January 1, 1994, and January 1, 1994, to January 1, 1995, and January 1, 1995, to January 1, 1996, depending on the availability of funds. The COUNTY can cancel the CONTRACT during such period only due to material breach by the PROVIDER, and for no other reason.

The following clarifications of the contract shall become a part of the contract:

Section 12. subsection (b) change to read as follows:

- (b) Use of Dispatch Data and SSM Information. The EMS Agency shall use dispatch data supplied by the COUNTY or other data as agreed upon by the COUNTY and the CONTRACTOR through an MOU, for the following purposes:
- 1) To monitor Contractor's compliance with response time and mutual aid requirements of this Agreement.
 - 2) To develop statistical information for distribution to prospective bidders in the bid competition being contemplated by the EMS Agency.

Section 13: add the following;

- (c) The County will not cause any unreasonable delay in the submission of rate increase requests by the provider to the Board of Supervisors, and shall use best efforts to place the request before the Board of Supervisors at the next reasonably available date.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as set forth:

COUNTY OF MONTEREY

CONTRACTOR

Sam Karas
Sam Karas, Chairman
Board of Supervisors

Blair King
Blair King, City Manager
City of Soledad

APPROVED TO LEGAL FORM

William K. Renty
County Counsel