

**FIFTH AMENDMENT TO THE AMBULANCE SERVICE AGREEMENT BETWEEN
SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE and MEDIC
AMBULANCE SERVICE, INC.**

This Fifth Amendment to the Exclusive Operating Area ("EOA") Master Services Agreement ("MSA") ("Fifth Amendment") is entered into and is effective as of the 1st day of May 2025, between the Solano Medical Services Cooperative, a Joint Powers Authority ("SEMSC") and Medic Ambulance Service, Inc., a California Corporation, ("Medic").

I. Recitals

A. The parties entered into the MSA on or about April 8, 2010, relating to the exclusive provision of advanced life support services by Medic within the exclusive operating area located in the County of Solano.

B. The parties amended the MSA on October 3, 2014 ("First Amendment") to extend the term of the MSA through May 1, 2020.

C. The parties amended the MSA on October 9, 2014 ("Second Amendment") to provide for an additional five year extension through May 1, 2025 and authorize annual adjustments to Medic's rates if certain conditions were met.

D. The parties amended the MSA on June 13, 2019 ("Third Amendment") to exercise the five year extension through May 1, 2025.

E. The parties amended the MSA on April 1, 2024 ("Fourth Amendment") to increase the franchise fee through May 1, 2025.

F. The parties now wish to amend the MSA to extend the term of the MSA and to increase the franchise fee.

G. This Fifth Amendment represents a one year extension of the term of the MSA to allow for continued services through May 1, 2026.

H. This Fifth Amendment further represents a \$19,000 increase in the franchise fee for the extension of the term of the MSA.

I. The parties agree to amend the MSA as set forth below.

2. Agreement.

A. Term

Section 1.0 of the MSA, as last amended in the Third Amendment to the MSA, is amended and modified in part to include the following:

The term of this contract shall be extended from May 1, 2025 to 12:00 a.m. on May 1, 2026. Notwithstanding this extension, the MSA may be terminated by SEMSC at any time prior to May 1, 2026; notice of termination shall be provided 120 days written notice if given to Medic prior to January 1, 2026 and upon 60 days written notice to Medic thereafter.

B. Franchise Fee

Section 5.1 of the MSA is amended in part to add the following:

The franchise fee will be increased by \$19,000 to a total franchise fee of \$669,000, starting May 1, 2025 through May 1, 2026.

C. Equipment and Supplies

Section 13.2 shall be deleted in its entirety during the extension period of May 1, 2025 through May 1, 2026.

D. Effectiveness of the Agreement

Except as set forth in this fifth amendment, all other terms and conditions specified in the MSA and the first, second, third and fourth amendments remain in full force and effect.


Solano Emergency Medical Services
Cooperative,
A Joint Powers Authority

Medic Ambulance Service, Inc.,
A California Corporation

By: 
Bill Emlen, Board Chair

By: 
James Pierson, President

APPROVED AS TO FORM:

By: 
Julie Barga
Deputy County Counsel
Attorney for SEMSC