PUBLIC PRIVATE PARTNERSHIP AGREEMENT

FOR ALS FIRST RESPONDER EMERGENCY SERVICES

This Public Private Partnership Agreement ("Agreement") is entered by and between Medic Ambulance Service, Inc., a California corporation ("Medic"), and the Cities of Benicia, Dixon, Fairfield and Vallejo, Members of the Solano Emergency Medical Services Cooperative ("Participating Member Cities"), with reference to the following facts:

RECITALS

1. Since 2000, Medic has been an authorized provider of ALS services within the Solano County EMS system under Health and Safety Code section 1797.224 pursuant to the Agreement for Advanced Life Support Emergency Ambulance and ParaHospital Medical Services (the "Master Agreement"), entered into with the Solano Emergency Medical Services Cooperative ("SEMSC"). In connection with entering into the Master Agreement for such services, Medic also entered into a Public Private Partnership Agreement with the Participating Member Cities under which these cities have provided ALS first response emergency service to their communities in order to improve the quality and level of emergency medical services.

2. On or about -_____ , by action of the SEMSC Board and following a competitive process to select the provider for emergency ambulance service, advanced life support and Parahospital Medical Services, Medic was awarded the new county–wide exclusive contract for Emergency Ambulance Services as the authorized exclusive provider of all 911 and ALS services within the Solano County EMS system. The Master Agreement between the SEMSC and Medic has therefore been renewed pursuant to the provision set forth as Exhibit "A" hereto.

3. As part of the renewal of the Master Agreement, Medic is required to enter into a Public Private Partnership (PPP) Agreement with those fire jurisdictions desiring to participate in a PPP with Medic by accepting responsibility for providing EMT-P first response. The Participating Member Cities desire to enter into a new Public Private Partnership Agreement based on the experience of the parties under the existing agreement.

4. Medic and the Participating Member Cities are mutually interested in continuing to provide quality prehospital emergency medical care in their communities and pursuant to the protocols and policies of the Solano County Emergency Medical Service Agency and believe that the relationship continued and modified by this Agreement will help them achieve this goal. Pursuant to this Agreement, therefore, Participating Member Cities will continue to provide paramedic first response and Medic will provide ALS transport services within the Participating Member Cities.

AGREEMENT

NOW THEREFORE, the parties thereto agree as follows:

1. Definitions

(a) Advanced Life Support (ALS): Special services designed to provide definitive prehospital emergency medical care as defined in Health and Safety Code section 1797.52.

(b) Basic Life Support (BLS): Emergency first aid and cardiopulmonary procedures defined in Health and Safety Code section 1797.60.

(c) Emergency Medical Technician - One or EMT-I: Personnel as defined in Health and Safety Code section 1797.80.

(d) Emergency Medical Technician-Paramedic or EMT-P or Paramedic: Personnel as defined in Health and Safety Code section 1797.84.

(e) First Responder - ALS Unit: A unit staffed and equipped with a minimum of one California State licensed and Solano County accredited Paramedic capable of providing ALS at the scene of medical emergencies.

2. Purpose of this Agreement

The purpose of this Agreement is to continue provide high quality, cost effective prehospital medical services in the communities of Benicia, Dixon, Fairfield and Vallejo pursuant to a relationship between the Participating Member Cities and Medic as described herein. Medic shall provide emergency ambulance service with ALS vehicles staffed by one emergency medical technician (EMT-I) and one EMT-Paramedic and the Participating Member Cities of Benicia, Dixon, Fairfield and Vallejo shall provide paramedic first response within their jurisdictions.

3. Relationship between Medic and the Participating Member Cities

It is understood that this Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. The parties shall have full autonomy and responsibility for conducting their affairs with their work force, including managing personnel and resources fairly and effectively in a manner that assures compliance with this Agreement.

4. Responsibilities of Participating Member Cities for ALS First Responder Program

The Participating Member Cities shall provide ALS emergency response within their jurisdictions 24 hours a day, 365 days a year, subject to the response time

exceptions approved by the SEMSC in the ALS Non-Transport Agreements with the Participating Member Cities, using a currently licensed and locally accredited EMT-Paramedic in each paramedic response vehicle under appropriate clinical supervision. In connection with the ALS First Responder Program, Participating Member Cities also shall have the following duties and responsibilities:

(a) Paramedic Accreditation and Training: Participating Member Cities shall employ appropriately licensed and accredited EMT-Paramedic personnel. Each EMT-Paramedic shall comply with all training requirements established by the State of California EMS Authority, the County of Solano, all applicable provisions of the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code section 1797, et seq.), the regulations of the State EMS Authority and all applicable policies and procedures adopted by the Solano County EMS Agency.

(b) ICS Training: All Medic employees shall receive Incident Command Training at the appropriate levels for their duties as required by the National Incident Management System (NIMS). While the lower level basic courses such as I100 and I200 are available on-line to Medic, the Participating Member Cities agree to provide instructors for the more advanced courses such as ICS 300 and ICS 400, as needed, at no charge to Medic. There shall be a minimum of one ISC 300 and one ICS 400 course offered as needed. The parties will discuss and agree upon the date, location and frequency of these courses.

(c) Patient Information: Participating Member Cities shall record patient information as set forth in the policy and procedures of the Solano County EMS Agency,

including but not necessarily limited to EMS Policy Memorandum 6141, attached hereto as Exhibit F, and as subsequently modified by the Solano County EMS Agency, for each patient response made by the respective Participating Member Cities. Participating Member Cities shall retain such information and forms for at least seven (7) years and shall provide such forms to the Solano County EMS Agency as required by policy and to Medic upon request.

(d) Instructional and Educational Programs: Participating Member Cities shall ensure that their EMT-Paramedics are advised of all ongoing instruction and educational opportunities timely noticed by Medic and provided by Medic and they shall cause their EMT-Paramedics to reasonably participate in those ongoing programs to the extent permitted by law.

(e) Compliance with Master Agreement: The Participating Member Cities shall comply with the applicable requirements of the Master Agreement as necessary to permit Medic to comply with its obligations under the Master Agreement. Medic shall be excused for nonperformance under this Agreement to the extent that such nonperformance is caused by the Participating Member Cities' failure to comply with the Master Agreement, including all pertinent policies and procedures of the Solano County EMS Agency applicable to the Participating Member Cities.

(f) Core Businesses: During the term of this Agreement, the Participating Member Cities shall not utilize the factors of production funded by Medic hereunder (i.e., vehicles, equipment, supplies or personnel), except as specifically provided in this Agreement to render services similar to the core businesses currently engaged in by Medic or which become part of the core businesses engaged in by Medic or any commonly

controlled or successor entity in such jurisdiction; provided, however, that the parties shall explore and consider ways in which they may collaborate and/or establish other agreements where feasible to provide additional health care services to the communities they serve. The core business of Medic is medical transportation.

(g) Supplies and Equipment: Each ALS response vehicle of the Participating Member Cities shall carry such emergency supplies and equipment as may be required by the Solano County EMS Agency in order to render ALS first paramedic response to patients as contemplated by this Agreement. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

(h) EMS Policies and Procedures: The ALS First Responder Program shall be subject to and shall conform to the requirements of the State EMS Act and Regulations, all applicable medical standards and all Solano County EMS policies, procedures and protocols including response time requirements.

(i) Performance Standards: The SEMSC and the Solano County EMS Agency have established certain performance standards for ALS First Response Providers to be set forth in the Master Agreement and the ALS Non-Transport Agreements with each of the Participating Member Cities (Exhibits "B-1,", "B-2", "B-3" and B-4" hereto and incorporated herein by this reference) which shall be in force and effect upon implementation of this Agreement. Any modifications to any of these agreements shall be promptly delivered to the other party. Each of the Participating Member Cities agrees to comply with the applicable Solano County EMS Agency policy memoranda, including but not limited to EMS Policy Memorandum 6141 regarding the transfer of care, as is established in the Master Agreement, all applicable EMS Policy and Procedure directives,

and all applicable State of California and federal laws and regulations. Further, it is understood and agreed that this Agreement shall only become effective upon the execution by each of the Participating Member Cities of the ALS Non-Transport Agreement with SEMSC. The response time for the Participating Member Cities shall be seven minutes, ninety percent of the time (the "Response Time Standard"). In the event that there is a chronic failure by any one or more of the Participating Member Cities to meet its Response Time Standard, Medic shall be entitled to a reduction in the Annual Dollar Allocation as determined by the SEMSC after consultation with Medic only with respect to the defaulting city and only to the extent that the chronic failure results in increased costs to Medic. . Before any reduction is ordered by the SEMSC, the defaulting City shall first be provided written notice of the chronic failure by the SEMSC and given an opportunity to cure the default as provided by the ALS Non-Transport Agreement. In the event that the defaulting city fails to timely cure the chronic default, and the SEMSC requires Medic to shorten its response time standard in the defaulting city, the SEMSC shall determine the amount of the reduction in the Annual Dollar Allocation for such city based on the amount of the increased costs to Medic that the SEMSC finds were caused by the chronic failure, using the value of the Unit Hour (from time to time adjusted) as set forth in this Agreement, and considering Medic's System Status Plan. Chronic failure by any Participating Member City shall be defined as the failure to meet the Response Time Standard in three of five consecutive calendar months or four months in any calendar year within its jurisdiction. The Annual Dollar Allocation for the defaulting city shall be restored to the amount provided by this Agreement when the defaulting city cures the default by demonstrating compliance with the Response Time Standards for three consecutive months and the

SEMSC allows Medic to increase its response time back to twelve (12) minutes within the defaulting city's jurisdiction. Payment to the defaulting city shall then be restored in the following month. The right to obtain a reduction in the Annual Dollar Allocation with respect to the defaulting city shall be the exclusive remedy that Medic shall have against the defaulting city for failing to meet the Response Time Standard other than termination of the Agreement with respect to the defaulting city pursuant to Section 7 of this Agreement.

(j) Supervision: Participating Member Cities shall provide and be responsible for, within their jurisdictions, all supervision to all fire department ALS first response paramedics twenty-four hours (24) per day, 365 days per year under the guidance, directives and policies of the Solano County EMS Agency.

(k) Cooperation: Participating Member Cities agree to cooperate in a timely manner with all reasonable requests for information and assistance as may be necessary in order for Medic to comply with the terms and conditions of the Master Agreement, policy and procedure guidelines of the Solano County EMS Agency and applicable State of California and federal laws and regulations.

(l) Accreditation Records: The Participating Member Cities shall be responsible for maintaining licensing, accreditation and continuing education records certifying course completion for their personnel according to the provisions of relevant State of California and federal laws and regulations and applicable Solano County standards as may be imposed. These records shall be available to Medic upon request.

(m) Access to Participating Member Cities' Records: Participating member Cities agree to provide to authorized representatives of Medic, to the SEMSC and

to any federal or State of California department having monitoring or reviewing authority, upon reasonable notice pursuant to this Agreement, access to and the right to examine and audit all records and documents necessary to determine Participating Member Cities' compliance with the relevant federal, state and local statutes, rules and regulations and this Agreement and to evaluate the quality, appropriateness, and timeliness of the services performed by the Participating Member Cities under this Agreement, provided, however, that Medic shall comply with the applicable laws governing confidentiality.

5. Responsibilities of Medic

Medic shall provide, under the Master Agreement, an Emergency Ambulance Service Program throughout the geographical limits of Solano County, excluding the City of Vacaville and Travis Air Force Base, and the territory of Solano County known generally as Zone C, which will include continuous, uninterrupted emergency ambulance response using vehicles staffed by one paramedic and one Emergency Medical Technician - 1 (EMT-I). In connection with the Emergency Ambulance Services Program, Medic shall have the following additional duties and responsibilities:

(a) Compliance with Master Agreement: Medic shall comply with the Master Agreement in a manner that permits the Participating Member Cities to comply with their obligations under this Agreement.

(b) Training Programs: Medic shall provide at no cost to the Participating Member Cities, ALS and BLS continuing education for all Participating Member Cities' full time, paid paramedics. The level of training shall be sufficient to maintain licensing requirements (currently forty-eight (48) hours every two (2) years) and applicable Solano County accreditation requirements. Although the list of courses is subject to change over

the term of this Agreement, the course offerings shall at a minimum include any courses required by the Solano County EMS or the State of California EMSA. Required certification courses, including but not limited to CPR, ACLS, PALS and PHTLS, shall be taught through an applicable recognized training authority such as the American Heart Association, the American Red Cross, and the National Safety Council. In addition, the courses shall be recognized by the Solano County EMS. The training programs also shall include regular orientation programs for newly purchased equipment. To the extent possible, Medic agrees to incorporate innovative teaching methods into its training programs, including the use of video conferencing when appropriate to the course taught, and as authorized by the course certifying authority and which Participating Member Cities will make available at their fire facilities. Medic shall continue to use on-line advertisement and enrollment for EMS continuing education courses. Paramedics from the Participating Member Cities may utilize this on-line course enrollment system at no cost. Medic shall not be responsible for paying Participating Member Cities' paramedics for their training time.

(c) Emergency Medical Service Supplies: Medic shall exchange all disposable supplies (including backboards) with the Participating Member Cities' first responder paramedics on a one-for-one basis, for those supplies directly used on the patient, when Medic jointly responds to a medical call. Supplies that are consumed through training or shrinkage will be the responsibility of the Participating Member Cities. On the first weekday of each month, Medic will rotate ALS medications with the Participating Member Cities that are within nine (9) months of their expiration date (excluding narcotic medications). Medic and the Participating Member Cities shall stock identical patient

backboards for ease of field exchange and retrieval. A medical supply committee will be formed consisting of representatives from Medic and the Participating Member Cities in order to enhance medical equipment standardization, joint purchasing and field restocking.

(d) Value Added: Medic shall provide required ALS backup as needed on a city-by-city basis pursuant to the requirements, including response times, of the Master Agreement. Medic shall respond with a supervisor certified to the NIMS I400 level to all mass casualty incidents. Within 90 days of the execution of this agreement, Medic and the Participating Member Cities shall meet and confer for the purpose of reaching an agreement regarding Code 3 notification requirements.

(e) Payment to Participating Member Cities:

(i) The amount payable by Medic to the Participating Member Cities reflects the estimated costs savings to Medic under the Master Agreement due to the first response of the Participating Member Cities under this Agreement. The SEMSC has approved the continuation of an increase in the urban response time for Medic, from nine (9) minutes to twelve (12) minutes or less, ninety percent (90%) of the time, with a fifteen (15) minute maximum in the Participating Member Cities. Consistent with the RFP issued by the SEMSC on or about November 2008, Medic developed a System Status Deployment Plan (SSDP) in the jurisdictions of the Participating Member Cities which allows for reduced response times in those jurisdictions. As a result of this reduction in response time requirements in the Participating Member jurisdictions, Medic has determined that fewer ambulances will be required and fewer employees will be necessary to service the Participating Member Cities than would otherwise be required if Medic was the first responder in these jurisdictions, and that those reductions will result in a reduction in the

cost of doing business by Medic in those communities only. Medic has estimated that as a result of those changes to its System Status Deployment Plan in the jurisdictions of the Participating Member Cities, there will be an estimated 17,000 unit hours saved each year. Medic has further estimated that the value of a unit hour is currently approximately $86.51. The parties recognize that an exact figure is impossible to calculate, but this is the best estimate of the actual numbers which the parties agree will be utilized upon implementation of the Public Private Partnership and during the term of the this Agreement except as otherwise set forth herein.

It is further understood and acknowledged by the parties hereto that adjustments in the System Status Deployment Plan may be necessary from time to time. Medic shall be solely responsible for making those modifications and in making those determinations, the primary concern shall be the health and well-being of the members of the communities and the ability of Medic to reasonably comply with all terms of the Master Agreement, and in particular, the response time requirements of the Master Agreement. However, no adjustments to the Annual Dollar Allocation as set forth herein shall result from any adjustment or modification to the System Status Deployment Plan by Medic except as specifically provided by Section 5(e)(iii).

(ii) The value of Medic's annual dollar allocation to the Public Private Partnership has therefore been calculated according to the following formula:

$86.51 (Value of Unit Hour) x 17,000 hours (Unit Hour Reduction) = $1,470,670 (Cost Savings)
("Annual Dollar Allocation")

(iii) The Annual Dollar Allocation shall be distributed to the Participating Member Cities in the manner provided by a written agreement between them

and the SEMSC, attached hereto as Exhibit C. The parties agree that following implementation of this Agreement, the Annual Dollar Allocation to the Participating Member Cities shall be subject to modification upward or downward only under the following circumstances:

(a) Any Participating Member City is removed from participation in the PPP for any reason after implementation of this Agreement. The adjustment shall be based on the allocation previously made to the removed City pursuant to the agreement between the Particpating Member Cities and the SEMSC described above;

(b) Medic makes significant modifications to its System Status Deployment Plan within the area(s) serviced by the Member Cities as required to comply with the response time standards of the Master Agreement or any additional requirements imposed by the SEMSC, state, or local government, which changes result in the need to increase the unit hours required in the Participating Member Cities. In that event, Medic shall notify the Participating Member Cities in writing of the proposed adjustment and the parties shall timely meet and confer in good faith to negotiate revised unit hours required to meet Medic's obligations under the Master Agreement. If the parties are unable to mutually agree on the revised unit hours, the matter shall be submitted to the SEMSC for its final determination as to whether the unit hours are required to be adjusted to ensure compliance with the requirements of the Master Agreement. The decision of the SEMSC shall be considered final and conclusive by the parties.

(c) Increases required by subsection (iv) below.

(iv) The Master Agreement has a term of five years and is subject to one five-year extension. As provided in Section 7(a) of this Agreement, the term of this

Agreement shall coincide with the term of the Master Agreement, including any extensions thereof. During the initial five year term of this Agreement and any extension thereof, the Annual Dollar Allocation shall be adjusted in any year in which Medic receives a cost of living increase in compensation under the Master Agreement and on the effective date of that increase, by the increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers, for the San Francisco-Oakland-San Jose Metropolitan Statistical Area, All Items (1982-1984=100) measured from the commencement of this Agreement or the time of the last adjustment, whichever is later.

(v) Medic shall pay the Annual Dollar Allocation in quarterly installments to the Participating Member Cities, pursuant to the above formula and in the manner provided below, by no later than the 15th day of April, July, October and January of each year during the term of this Agreement. The first payment made under this Agreement shall be prorated and calculated at the rate set forth in the existing PPP Agreement for that period up to implementation of this Agreement, and at the increased Annual Dollar Allocation under this Agreement for that period beginning only upon the implementation of this Agreement. Payment shall be made directly to the SEMSC for disbursement to the Participating Member Cities in the amounts set forth in the agreement between the SEMSC and the Participating Member Cities, attached hereto as Exhibit C. SEMSC shall make the quarterly payments to the Participating Member Cities within fifteen days of receipt of payment from Medic. Any reduction in the Annual Dollar Allocation made with respect to a defaulting city pursuant to Section 4(h) of this Agreement shall be applied by SEMSC to the defaulting city only.

6. Joint Responsibilities:

(a) The parties hereto shall reasonably cooperate with each other in establishing communication protocols which allow for the success and efficiency of the ALS First Responder Program.

(b) The parties shall actively participate in Solano County EMS Agency committees established by the Solano County EMS Agency or Medic, including but not necessarily limited to, performance improvement, CQI or review committees for the purpose of ensuring that the purposes of this Agreement are met.

(c) The parties shall maintain and preserve all records relating to this Agreement and all records relating to the care and treatment of patients for a period of four (4) years from the termination date of this Agreement or for such longer period as may be required by Section 4(c) of this Agreement, the Master Agreement, the Solano County EMS Agency or applicable law or regulation.

(d) The parties shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state and municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including the provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by the parties must be in accordance with these laws, ordinances, codes and regulations. The parties shall indemnify and save harmless each other from any and all liabilities, fines, penalties and consequences resulting from their own noncompliance or violations of such laws, ordinances, codes and regulations.

7. Term and Termination

(a) Term: The term of this Agreement shall be coterminous with the Master Agreement between Medic and the SEMSC, including any extensions that may be granted, subject to earlier termination as provided herein.

(b) Termination for Breach: In addition to any other rights and remedies that either party may have at law or in equity, this Agreement may be terminated by either party for material breach by the other party, if such breach is not cured after written notice and an opportunity to cure is given in the manner provided by the terms of this Agreement.

(c) Material Breach: The following conditions and circumstances shall constitute a material breach of this Agreement:

(i) As to the Participating Member Cities: Operation by Participating Member Cities of the First Responder ALS Program in a manner which causes Medic to be in material breach of the Master Agreement.

(ii) As to the Participating Member Cities: Failure to adhere to the Response Time Standard.

(iii) As to Medic: Failure of Medic to make the payments to the SEMSC as described in Section 5(f) of this Agreement for a period of 45 days.

(iv) As to Medic: Termination by SEMSC of the Master Agreement for breach by Medic; provided, however, that Medic shall not be in breach of this Agreement to the extent that such breach of the Master Agreement was caused by the acts or omissions of the Participating Member Cities or any of them.

(v) As to either party: Material failure to comply with any other term or condition of this Agreement.

(d) Notice and the Opportunity to Cure: Prior to terminating this Agreement because of a material breach as defined herein, each party shall be required to provide (1) ninety (90) days' written notice of the intent to terminate this Agreement; and (2) a forty-five (45) day period within which the party receiving the notice has an opportunity to cure the material breach. In the event it shall have promptly and diligently commenced the efforts to cure the breach, upon a written request explaining why the alleged breach cannot be cured within the first forty-five (45) day period, the party receiving notice may request an extension of the forty-five (45) day period. Such request shall not be unreasonably denied.

Notwithstanding the foregoing, if any Member City has been declared to be in breach of this Agreement as a result of its chronic failure to meet its Response Time Standards two or more times in any calendar year, this Agreement shall, at Medic's option, be terminated on the second such notice of termination. The Member City shall not, in that event, have a second opportunity to cure the breach, and no further amounts shall be paid under this Agreement as to that Participating Member City. The parties recognize that in order for Medic to meet its obligations under the Master Agreement with regard to both Response Time Standards and treatment of its workforce, it may as a result of Response Time breach by a member city be required to employ additional personnel and put on extra vehicles and those vehicles and personnel cannot be taken out of or put back into the system on an on-and-off basis.

Notwithstanding the foregoing, or anything in this Agreement to the contrary, in the event that Medic is given notice of material breach or notice of intent to declare Medic in material breach pursuant to the terms of the Master Agreement, due to the acts, omissions

or performances of a Participating Member City, the notice and opportunity to cure period shall be shortened to the extent necessary to permit Medic to timely cure or avoid its breach of the Master Agreement. By way of example, if the SEMSC or Solano County EMS Agency provides Medic with notice of material breach specifying acts or omissions of the Participating Member Cities or any of them as the cause thereof and states that the Master Agreement shall be terminated if such breach is not cured within thirty (30) days, then Medic shall only be required to afford the Participating Member Cities with a twenty (20) day cure period.

(e) Immediate Termination: Notwithstanding subparagraph (d), this Agreement may be terminated immediately, subject to consent by the SEMSC:

(i) By the Participating Member Cities if Medic loses the ability to provide the Emergency Ambulance Program under the Master Agreement;

(ii). By Medic if all the Participating Member Cities lose the ability to provide the ALS First Responder Program under the ALS Non-Transport Agreement or as to any Participating Member City that loses its ability to provide the ALS First Responder Program under the ALS Non-Transport Agreement;

(iii) By either party, upon loss or substantial diminution of the other party's insurance and/or liability coverage as required by this Agreement, effective upon the date of such loss or diminution, or loss of any permit or license required hereunder, effective upon the date of such loss.

(f) Mutual Termination for Legal Invalidity: This Agreement may be terminated by either party, as soon as reasonably possible, if this Agreement or any material term or provision hereof is determined unlawful by any court or governmental

agency or becomes unlawful as a result of subsequently passed legislation; provided, however, that the parties shall first meet and confer in a good faith attempt to amend this Agreement to conform with applicable law.

(g) Effect of Termination:

(i) In the event of termination prior to the scheduled expiration date hereof, each party shall faithfully perform its obligations through the effective date of termination, and shall also perform any additional obligations which are stated herein as extending beyond the termination date hereof.

(ii) In the event of termination by Medic due to Participating Member Cities' breach or failure to perform, Medic shall be entitled to all damages or other relief recoverable under law or equity.

(iii) In the event of termination by the Participating Member Cities due to Medic's breach or failure to perform, Participating Member Cities shall be entitled to all damages or other relief recoverable under law or equity.

8. Extraordinary Changes

(a) During the Term: In the event of an actual or reasonably expected extraordinary change in the cost or revenues available to Medic, including but not limited to a change in reimbursement methodology by Medicare, Medi-Cal or other major private or public reimbursement program which results in a notice of renegotiation of rates by Medic pursuant to the terms of the Master Agreement, then Medic shall also have the option of sending the Participating Member Cities a notice of renegotiation of this Agreement. In such event, the Participating Member Cities and Medic shall renegotiate in good faith in an attempt to reach agreement on amended financial and/or operational terms of this

Agreement necessary for each party to satisfy its reasonable, financial and operational needs in light of the reimbursement or other changes. In the event Participating Member Cities and Medic are unable to reach such agreement within ninety (90) days of the notice by Medic to the Participating Member Cities, this Agreement may be terminated by either party upon ninety (90) days' written notice, without penalty to either party.

9. Indemnity

(a) Mutual Indemnity: The parties agree that the Participating Member Cities shall indemnify, defend and hold Medic harmless, including its officers, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of Participating Member Cities or their officers, members, agents and/or employees in the performance of their duties under the scope of work set forth herein and under all applicable state, federal and local laws, rules and regulations. The parties further agree that Medic shall indemnify, defend and hold harmless Participating Member Cities, including their officers, members, employees, and/or agents from any and all acts, claims, omissions, liabilities, and losses resulting in injuries or damages to persons and/or property which result from the negligent or wrongful acts or omissions of Medic, or its officers, employees, and/or agents in the performance of its duties under the scope of work set forth by this Agreement and under all applicable federal, state and local laws, rules and regulations.

(b) Comparative Negligence: In the event a third party claim or suit alleges concurrent negligence of Participating Member Cities, their officers, employees, members and/or agents and Medic, its officers, employees and/or agents, then the liability

for any and all claims for injuries and damages to persons and/or property which arise out of this Agreement shall be apportioned under the established California theory of comparative negligence as it may be modified from time to time. The parties shall each immediately notify the other in writing upon receiving notice of a claim or suit which includes, or reasonably may include, the other party. Prior to the separate settlement of any third party court action against both Medic and any or all of the Participating Member Cities, the settling party or parties shall provide written notice to the other parties and the court pursuant to Code of Civil Procedure Section 877.6 of the settlement regardless of whether a confidentiality agreement has been entered into by the settling party or parties.

10. Insurance

The Participating Member Cities and Medic agree to maintain the liability coverage and/or insurance as specified in Exhibit D, which is attached hereto and incorporated by reference herein.

11. Assignments and Subcontracts

Neither party shall assign, nor employ subcontractors for, performance of essential aspects of its duties under this Agreement, without the written consent of the other which shall not be unreasonably withheld; provided, however, that either party may employ such consultants as it deems necessary.

12. Alteration of Agreement

This Agreement, together with the exhibits (which are incorporated herein by this reference), constitute the entire agreement between the parties with respect to the matters herein discussed and contain all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the

parties hereto, and no oral understanding or agreement shall be binding on the parties hereto. It is, however, contemplated that a joint operating agreement addressing the day-to-day working of the parties may be required and the parties agree to reasonably work together in adopting such agreement.

13. Alteration of Joint Powers Agreement or Master Agreement

A copy of the Joint Powers Agreement is attached hereto as Exhibit E and incorporated herein by this reference. The Participating Member Cities shall not amend the Joint Powers Agreement in a manner which impairs the rights or legal recourse of Medic under the Master Agreement, or the collective obligations of the Participating Member Cities and its members under this Agreement without the written consent of Medic, which Medic shall not unreasonably withhold. A copy of the Master Agreement has been provided to all Participating Member Cities and is incorporated herein by this reference. Except as hereinbefore set forth, Medic shall not agree to an amendment of the Master Agreement which materially increases the burden of the Participating Member Cities' performance without the written consent of the Participating Member Cities which Participating Member Cities shall not unreasonably withhold.

14. Compliance with Applicable Laws

All services to be performed by either party pursuant to this Agreement shall be performed in accordance with all applicable, federal, state, county and municipal laws, ordinances and regulations, including all policies and procedures of the Solano County EMS Agency.

15. Notice

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when personally delivered or when deposited in the United States mail, postage prepaid, or when transmitted by facsimile with confirmation of delivery, addressed to Medic or the Participating Member Cities, respectively, at the addresses set forth hereinafter. Any party may change its address for notice by written notice to the others.

Rudy Manfredi, President
Medic Ambulance Services, Inc.
506 Couch Street
Vallejo, CA 94590

Robert F.D. Adams, Interim City Manager
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Jim Erickson, City Manager
City of Benicia
250 East L Street
Benicia, CA 94510

Nancy Huston, City Manager
City of Dixon
600 East A
Dixon, CA 94520

Sean Quinn, City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

16. Controlling Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Venue, Attorneys Fees

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano. The prevailing party or parties in any such suit shall be entitled to reimbursement of all allowable court costs thereof, including its/their reasonable attorneys fees.

18. Construction

The parties acknowledge that for purposes of construing this Agreement neither party shall be deemed to be the drafter.

19. Binding Effect

This Agreement shall inure to the benefit of and bind the respective parties, their successors, personal representatives and permitted assigns.

20. Headings

The headings in this Agreement are for convenience of reference only and are not to be used in construing or interpreting any provision of this Agreement.

21. Counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute the agreement between the parties.

22. Invalidity

If any term, provision, covenant or condition of this Agreement, or any application thereof, shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23. Force Majeure

Neither party shall be liable for any delay nor failure to perform to the extent that such delay or failure is caused by a force or event beyond the control of such party, including, but not limited to, war, embargoes, riots, fires, floods, earthquakes, strikes, governmental restrictions, natural disasters, or other Acts of God.

24. Waiver

The failure of either party to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement in any one or more instances shall not be construed as a waiver or a relinquishment of any such terms, covenants or conditions and all of the same shall be in full force and effect.

25. Reference to Multiple Parties or Single Party

The plural shall include the singular and the singular shall include the plural throughout the terms of this Agreement.

26. Prior Agreement Terminated and Superceded

That certain Public Private Partnership Agreement for ALS First Responder Emergency Services, dated May 1, 2000, by and between the parties hereto is hereby terminated and superceded in its entirety by this Agreement.

27. Effective Date of this Agreement

The effective date of this Agreement shall be the date of its execution by the last of the undersigned parties or May 1, 2010, whichever is latest. This Agreement shall be considered implemented on this effective date.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

[ALL SIGNATURES ARE ON THE FOLLOWING PAGE]

MEDIC AMBULANCE SERVICES,
INC., a California Corporation

By: _____
RUDY MANFREDI, President

Dated: _____, 2010

CITY OF BENICIA, a Municipal Corporation

By: _____
Title: _____

Dated: _____, 2010

CITY OF VALLEJO, a Municipal Corporation

By: _____
Title: _____

Dated: _____, 2010

CITY OF FAIRFIELD, a Municipal Corporation

By: _____
Title: _____

Dated: _____, 2010

CITY OF DIXON, a Municipal Corporation

By: _____
Title: _____

Dated: _____, 2010

THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE HEREBY APPROVED BY THE BOARD OF DIRECTORS OF THE SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE.

SOLANO EMERGENCY MEDICAL
SERVICES COOPERATIVE, a Joint Powers Authority

By: _____
MICHAEL JOHNSON, Chairman
of the SEMSC Board of Directors

Dated: _____, 2010

Exhibit A

(Attach Master Agreement)

Exhibit B

(Attach ALS Non-Transport Agreements)

Exhibit C

(Attach Annual Dollar Allocation Agreement)

Exhibit D

INSURANCE REQUIREMENTS

1. Obligations of Participant Member Cities

Without limiting each Participating Member City's obligation to indemnify Medic, each Participating Member City shall maintain at all times the following coverage during the term of this Agreement:

a. General liability coverage for its activities arising out of or in connection with this Agreement, in an amount no less than two million dollars ($2,000,000) per occurrence with a ten million dollars ($10,000,000) annual aggregate, which may be provided by umbrella coverage.

b. Automobile liability coverage for its activities arising out of or in connection with this Agreement, including coverage for scheduled autos, hired autos, and on-owed vehicles or, alternatively, code 1 (any auto) in an amount no less than two million dollars ($2,000,000) combined single limit for bodily injury including death per occurrence, and property damage liability of not less than one million dollars ($1,000,000) per occurrence.

c. Workers' Compensation and Employer's Liability Insurance providing full statutory coverage.

d. Professional liability insurance, including error and omissions, with minimum coverage of at least two million ($2,000,000) per occurrence and six million dollars ($6,000,000) annual aggregate.

e. For general and automobile liability coverages, Medic will be endorsed as an additional insured (additional covered party) on each Participating Member City's policy(s). Each insurance policy required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice of cancellation has been provided to Medic.

f. The coverage hereunder may be provided through commercial insurance, a self-insured retention or participation in a joint powers authority, or a combination thereof.

g. Each Participating Member City shall furnish Medic with original certificates and amendatory endorsements effecting coverage required herein. Medic reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required herein at any time.

2. Obligations of Medic

Without limiting Medic's obligation to indemnify the Participating Member Cities, Medic shall maintain at all times the following coverages during the life if this Agreement:

a. General liability coverage for Medic's activities arising out of or in connection with this Agreement, in an amount no less than two million dollars ($2,000,000) per occurrence, and inclusive of umbrella coverage in the amount of ten million dollars ($10,000,000) annual aggregate.

b. Automobile liability coverage for Medic's activities arising out of or in connection with this Agreement, including coverage for scheduled autos, hired autos, and on-owed vehicles or, alternatively, code 1 (any auto) in an amount no less than two million dollars ($2,000,000) combined single limit for bodily injury including death per occurrence, and property damage liability of not less than one million dollars ($1,000,000) per occurrence.

c. Workers' Compensation and Employer's Liability Insurance providing full statutory coverage.

d. Professional liability insurance, including error and omissions, with minimum coverage of at least two million ($2,000,000) per occurrence and six million dollars ($6,000,000) annual aggregate.

e. For general and automobile liability coverages, each Participating Member City will be endorsed as an additional insured (additional covered party) on Medic's policy(s).

f. Each insurance policy required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice of cancellation has been provided to each Participating Member City.

g. Medic shall furnish each Participating Member City with original certificates and amendatory endorsements effecting coverage required herein. Each Participating Member City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required herein at any time.

Exhibit E

(Attach Joint Powers Agreement)

Exhibit F

(Attach EMS Policy Memorandum 6141)