

**FIRST AMENDMENT TO EMERGENCY MEDICAL SERVICES FIRST RESPONDER
ADVANCED LIFE SUPPORT SERVICES AGREEMENT**

THIS FIRST AMENDMENT, made and entered into this 21 day of June, 2024, by and between the City of Livermore ("City"), a municipal corporation, and the County of Alameda ("County"), a county of the State of California.

RECITALS

On July 19, 2019, the City and County entered into an *Emergency Medical Services First Responder Advanced Life Support Services Agreement* ("Original Agreement"), with a term commencing July 1, 2019 and terminating on June 30, 2024. Section 16.19 of the Original Agreement provides that it may be amended by mutual written agreement of the parties.

The City and County desire to amend the Original Agreement to: (1) extend the termination date from June 30, 2024 to June 30, 2026; and (2) to incorporate terms and conditions regarding assessment of telehealth user fees.

AGREEMENT

NOW, THEREFORE, the City and County agree that the aforementioned recitals are true and correct, and further agree as follows:

1. The Original Agreement is amended as follows:

A. Section 2.1 of the Original Agreement is amended to read as follows:

The term of the agreement shall be July 1, 2019 through June 30, 2026. The County may terminate this Agreement earlier if it enters into a new 9-1-1 ambulance service provider contract at the conclusion of the competitive procurement for such services issued on January 11, 2024 **and** the successful bidder commences services before June 30, 2026.

B. The following language is hereby added to the Original Agreement as Section 15.9:

15.9 Telehealth User Fees

In furtherance of pilot telehealth programs, the City may assess a User Fee at the Treat, Non-transport rate for referrals to telemedicine providers approved by the EMS Agency Director. The rate shall be equivalent to the rate authorized for the 9-1-1 Ambulance Service Providers. This authorization will continue, in alignment with 9-1-1 ambulance services, whether as a pilot or as a permanent program.

2. These amendments are prospective and only apply to services rendered by the parties after the mutual execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time services were rendered prior to this Amendment.

3. Except as expressly modified by this Amendment, all of the terms and conditions of the Original Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF LIVERMORE

By:  DocuSigned by:
EE5CB9B522841B1
Signature

Name: Lauri McFadden

Title: EMS Director, Alameda County

Date: 6/25/2024

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By:  DocuSigned by:
11ED95E1K70040C
K. Scott Dickey, Assistant County Counsel

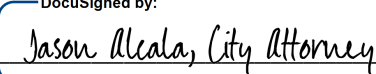
By:  DocuSigned by:
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Signature


Name: Marianna Marysheva

Title: City Manager

Date: 6/25/2024

Approved as to Form:

By:  DocuSigned by:
BQ074718DE8A45C
Deputy/Assistant/City Attorney

 DS

By signing above, each signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity and that by his/her signature on this Amendment, he/she or the entity upon behalf of which he/she acted, executed this Amendment.