

## FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") to the Emergency Medical Services First Responder Advanced Life Support Services Agreement ("Agreement"), made and entered into on July 1, 2024, is made by the **County of Alameda** ("County") and the **City of Emeryville** ("Contractor").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Section 2.1 of the Agreement, concerning the term, shall be deleted and replaced with the following language:
  - 2.1 The term of the agreement shall be July 1, 2024 through June 30, 2026. The EMS Agency may terminate this Agreement earlier if the County 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.
2. Telehealth User Fees

In furtherance of pilot telehealth programs, Contractor 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.
3. Except as expressly modified by this First Amendment, all of the terms and conditions of the 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 EMERYVILLE

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name:

Name: Paul Buddenhagen

Title:

Title: City Manager

Date: \_\_\_\_\_

Approved As To Form:

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

DocuSigned by:  
*John Kennedy*  
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\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
K. Scott Dickey, Assistant County Counsel

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