

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001802
WITH AMERICAN MEDICAL RESPONSE WEST**

This First Amendment to Agreement number F001802, dated July 20, 2018 ("Agreement") is made as of this _____ day of _____, 2021, by and between the City of Santa Rosa, a municipal corporation ("City"), and American Medical Response West ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide blood draw services by certified personnel
- B. City and Consultant now desire to amend the Agreement for the purpose of extending the performance period and increasing the compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Section 1. Scope of Services

Exhibit A to the Agreement is replaced by Exhibit A-1 to this Amendment.

- 2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$85,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of one-hundred sixty thousand dollars and no cents (\$160,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 170101-5321."

- 3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2024."

- 4. Section 19 Counterparts and Electronic Signatures.

Section 19 (Counterparts and Electronic Signatures) is added to the Agreement after Section 18 (Authority; Signatures Required for Corporations) as follows:

“Section 19. Counterparts and Electronic Signatures.: This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm:American Medical Response West

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name:Chris Rogers

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

_____ 94-736160 _____

Attachment: Exhibit A-1 - Scope of Services

Exhibit A-1

Provide Blood draw services within the following criteria:

- Respond to the Santa Rosa Police Department, or any other secure and well-lit facility in the limits of the City of Santa Rosa as directed and required by the Santa Rosa Police Department, within forty-five (45) minutes from call for request for services.
- Be available to provide services twenty-four (24) hours a day, seven (7) days a week.
- Provide a single source coordination for the dispatch of California licensed Emergency Medical Technician-Paramedic for blood draw services.
- Provide California licensed Emergency Medical Technician-Paramedic, and further provide documentation of certification in the event of direction of the court.
- Provide personnel for courtroom testimony when directed by the court to include, but not limited to, chain of evidence testimony.
- Be able and willing to draw blood from physically restrained individuals when it is safe for all parties to do so.
- Maintain confidentiality of suspect/patient and associated investigation.
- Provide all necessary equipment required to perform blood draw services including, but not limited to, vacutainers, bandages and tourniquets.
- Provide sharps containers for disposal of biohazard materials used in conjunction with blood draw.

Cost of Services:

Blood Draw Services- \$150.80 per draw; annual increase of 4%

Court Appearances - \$96.26/hour (minimum of 4 hours); annual increase of 4%

Medical Transport Services - \$ 830.24 per transport, plus \$50.19/mile; annual increase of 4%