

**AMENDMENT #2 TO EMS MEDICAL DIRECTOR
SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY
AND
JOHN BEUERLE, M.D., M.S.**

THIS AMENDMENT No 2 is made to the EMS MEDICAL DIRECTOR SERVICES AGREEMENT for the provision of Medical Director Services to the Emergency Medical Services Agency hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, on or about July 29, 2019, County and CONTRACTOR entered into an EMS MEDICAL DIRECTOR SERVICES AGREEMENT (AGREEMENT) for the provision of Medical Director Services to the Emergency Medical Services Agency from August 1, 2019 through June 30, 2022;

WHEREAS, on or about March 31, 2021, County and CONTRACTOR executed Amendment #1 (AMENDMENT #1) to amend Sections 1.17, 2.1, and 2.2 to amend the scope of work and to increase the amount payable to Contractor for the additional services to be provided to the EMS Agency;

WHEREAS County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the agreement and to increase the amount payable to CONTRACTOR for services during the extension period.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.1 Compensation shall be amended by removing “The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum of Three Hundred and Seventeen Thousand, Six Hundred and Ninety-three Dollars (317,693)” and replacing it with The total amount payable by EMS Agency to Contractor under this Agreement shall not exceed the sum \$1,034,746.37.
2. Section 2.2 Payment Provisions

Subsection shall be amended by replacing it with the following table.

Period	Monthly Rate	total
August 1, 2019 to February 28, 2021	\$6,851.00	\$130,169.00
March 1, 2021 to June 30, 2021	\$10,276.50	\$41,106.00
July 1, 2021 to June 30, 2022	\$10,276.50	\$123,318.00
July 1, 2022 to June 30, 2023	\$10,584.80	\$127,017.54
July 1, 2023 to June 30, 2024	\$10,902.34	\$130,828.07
July 1, 2024 to June 30, 2025	\$11,229.41	\$134,752.91
July 1, 2025 to June 30, 2026	\$11,566.29	\$138,795.50
July 1, 2026 to June 30, 2027	\$11,913.28	\$142,959.36
Total		\$968,946.37

(c) shall be amended as follows:

All contract-related expenditures, including travel shall be the sole responsibility of the Contractor, unless otherwise authorized by the Ems Director, except that the County shall reimburse Contractor actual travel, registration and lodging expenses as follows:

- From August 1, 2019 to June 30, 2021, an amount not to exceed One Thousand, Five Hundred (\$1,500.00) annually
- From July 1, 2021 to June 20, 2027, an amount not to exceed Two Thousand, Two Hundred (\$2,200.00) annually

for attendance of conferences at the request of the EMS Agency such as the EMS Administrators' Association of California (EMSAAC)/Emergency Medical Directors' Association of California (EMDAC) conference. Contractor shall adhere to County's Travel Policy.

3. Section 6.1 Term shall be amended by removing "The term of this Agreement is from August 1, 2019 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and the EMS Agency, with EMS Agency signing last, and Contractor may not commence work before EMS Agency signs this agreement." and replacing it with "The term of this Agreement s from August 1, 2019 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and the EMS Agency, with EMS Agency signing last, and Contractor may not commence work before EMS Agency signs this agreement."
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, AMENDMENT #1 are unchanged and unaffected by this AMENDMENT #2 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated July 29, 2019.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By:

EMS Director

John Beuerle, M.D., M.S.

Date:

Name

By:

Department Head

By:

DocuSigned by:
John Beuerle
D6097AC32C964B9...

Date:

(Chair, President, or Vice-President)

Approved as to Legal Form

By:

DocuSigned by:
[Signature]
8A42B9A508374C3...

County Counsel

John Beuerle, M.D.

Name and Title

Date:

8/3/2022 | 4:40 PM PDT

Date:

8/3/2022 | 12:07 PM PDT

Approved as to Fiscal Provisions

By:

By:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Auditor/Controller

(Secretary, Asst. Secretary, CFO, Treasurer or
Asst. Treasurer)

Date:

8/3/2022 | 4:45 PM PDT

Name and Title

Date:

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.