



AMENDMENT NO. 2 TO THE AGREEMENT
WITH
DR. HOWARD E. MICHAELS
FOR
MEDICAL DIRECTOR SERVICES
FOR
THE FIRE EMERGENCY MEDICAL TECHNICIAN PROGRAM

This Amendment is entered into this 18th day of February, 2014, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Dr. Howard E. Michaels, M.D.**, an individual (hereafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties entered into an agreement entitled "Agreement For Professional Services By And Between The City of Milpitas, California and Howard E. Michaels, M.D." to provide Medical Director Services for the Emergency Medical Technician Program in the amount of One Thousand Five Hundred dollars (\$1,500.00) per month for an initial contract amount of Forty-Five Thousand dollars (\$45,000.00) for the period of March 10, 2011 until September 30, 2013 ("Agreement"); and

WHEREAS, on September 17, 2013, the parties entered into Amendment No. 1 to the Agreement extend the term to March 30, 2014 and increase the contract amount by Nine Thousand Dollars (\$9,000.00) for a total contract amount of Fifty-Four Thousand Dollars (\$54,000.00); and

WHEREAS, the parties desire to amend the amended Agreement to extend the term for twenty-one (21) months from April 1, 2014 to December 31, 2015 and increase the compensation by Thirty-One Thousand Five Hundred dollars (\$31,500.00) for a total contract amount of Eighty-Five Thousand Five Hundred dollars (\$85,500.00);

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 2 entitled "Term of Agreement" is amended in its entirety to read as follows:

"Unless otherwise set forth in this Agreement or unless this Paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on March 10, 2011 and terminate on December 31, 2015."

2. Exhibit B entitled "FEE SCHEDULE" is amended as set forth in Revised Exhibit B, attached hereto and incorporated herein.
3. CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section C, entitled "Insurance Coverage Requirements for Professional Services" of the Agreement, between CONSULTANT and the CITY. CONSULTANT shall provide the CITY with renewal

certificates of the current policies upon expiration of the current policy.

4. All other provisions of the amended Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

This Amendment is executed as of the date written on page one above.

APPROVED BY:

CITY OF MILPITAS

HOWARD E. MICHAELS M.D.

Thomas C. Williams, City Manager

Howard E. Michaels, Medical Director

Approved As To Form:

Approved As To Content:

Michael J. Ogaz, City Attorney

Rick Frawley, City Project Manager

REVISED EXHIBIT B – Amendment No. 2

FEE SCHEDULE

Contractor's rate of compensation for all services described in Exhibit A will be at the rate of \$1,500 per month as further outlined below:

Initial Agreement Amount: $\$1,500 \times 30 \text{ months} =$ \$45,000

Amendment No. 1 Amount: $\$1,500 \times 6 \text{ months} =$ \$9,000

Amendment No. 2 Amount: $\$1,500 \times 21 \text{ months} =$ \$31,500

AMENDED CONTRACT TOTAL AMOUNT = \$85,500

In no event shall the amount billed to the City by Contractor for services under this Agreement exceed Eighty-Five Thousand Five Hundred dollars (\$85,500.00).