



**AMENDMENT NO. 1 TO THE AGREEMENT  
WITH TED FARR FOR  
EMERGENCY MEDICAL SYSTEM CONSULTING SERVICES**

This Amendment is entered into this 7th day of April, 2015, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and **Ted S. Farr**, an individual (hereafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, the parties entered into a Consulting Services Agreement on July 1, 2014 in the amount of Nineteen Thousand Nine Hundred and Twenty Dollars (\$19,920) for Emergency Medical System (EMS) consulting services to develop policies, procedures and reporting to assure best practices patient care and comply with Santa Clara County EMS QA/QI requirements ("Agreement"); and

WHEREAS, the parties now desire to expand the scope of services of the original Agreement to incorporate additional related services in the not-to-exceed amount of Fifteen Thousand Dollars, (\$15,000);

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 "COMPENSATION" is amended in its entirety to read as follows:

"City hereby agrees to pay Consultant a guaranteed maximum price not to exceed Thirty-Four Thousand Nine Hundred and Twenty Dollars (\$34,920) for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any

pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.”

2. EXHIBIT A entitled “SCOPE OF SERVICES” is amended to include the attached Addendum 1, incorporated fully herein.

3. CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section 4, entitled “INSURANCE REQUIREMENTS” 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 without any gap in coverage.

4. All other provisions of the Agreement not amended by this Amendment No. 1 shall remain in full force and effect.

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

**APPROVED BY:**

CITY OF MILPITAS

CONSULTANT

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Thomas C. Williams, City Manager

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Ted S. Farr, Emergency Services  
Consultant

APPROVED AS TO FORM:

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Michael J. Ogaz, City Attorney

APPROVED AS TO CONTENT:

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Rick Frawley, Battalion Chief