

**AMENDMENT No. 2 TO EMERGENCY MEDICAL SERVICES AND
AIR AMBULANCE SERVICE PROVIDER AGREEMENT
BETWEEN
COUNTY OF MONTEREY
AND
MERCY AIR SERVICE, INC.**

THIS AMENDMENT No. 2 is made to the Emergency Medical Services and Air Ambulance Service Provider Agreement (“AGREEMENT”) by and between Mercy Air Service, Inc., hereinafter referred to as “PROVIDER,” and the County of Monterey, a political subdivision of the State of California, acting through its Emergency Medical Services Agency (EMSA), hereinafter referred to as “COUNTY.”

WHEREAS, on or about June 9, 2017, COUNTY and PROVIDER entered into an AGREEMENT for the provision of paramedic services in the County of Monterey for a period from May 16, 2017 to February 1, 2020; and

WHEREAS, on or about February 12, 2020, COUNTY and PROVIDER executed Amendment No. 1 (“AMENDMENT No. 1”) to extend the term of the AGREEMENT on the same terms and conditions for two (2) years, for the period from January 31, 2020 to February 1, 2022; and

WHEREAS, COUNTY and PROVIDER wish to amend the AGREEMENT to extend the AGREEMENT on the same terms and conditions for a period of five (5) years to February 1, 2027.

NOW THEREFORE, COUNTY and PROVIDER hereby agree to amend the AGREEMENT in the following manner:

1. Section 2.1 of Term of Agreement shall be amended by removing “This Agreement shall be effective as of 12:00a.m. on May 16, 2017 and shall be in full force and effect until 11:59 p.m. February 1, 2022,” and replacing it with “This Agreement shall be effective as of 12:00a.m. on May 16, 2017 and shall be in full force and effect until 11:59 p.m. February 1, 2027.”
2. Section 6.5 Notices shall be amended by updating County’s and PROVIDER’s addresses to:

County of Monterey EMS Agency
Attn: EMS Director
1441 Schilling Place, South Building
Salinas, CA 93901

Air Methods Corporation
5500 S. Quebec St., Ste. 300
Greenwood Village, CO 80111

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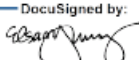
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and AMENDMENT No. 1 shall continue in full force and effect.
4. A copy of AMENDMENT No. 2 shall be attached to the original AGREEMENT dated June 9, 2017 and shall be incorporated therein as if fully set forth in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 2 as of the last date opposite the respective signatures below.

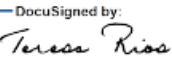
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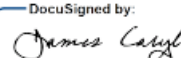
COUNTY OF MONTEREY

PROVIDER

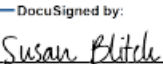
By: 
Department Head (if applicable)
Date: 1/18/2022 | 2:16 PM PST

Mercy Air Service, Inc.
Contractor's Business Name*

By: 
EMS Agency Director
Date: 1/7/2022 | 3:21 PM PST

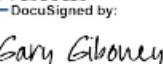
By: 
Vice President

Approved as to Form¹

By: 
County Counsel
Date: 1/18/2022 | 10:59 AM PST


By: James Caryl Vice President
Date: Name and Title
12/30/2021 | 1:40 PM PST

Approved as to Fiscal Provisions²

By: 
Auditor/Controller
Date: 1/18/2022 | 11:04 AM PST

By: _____
Name and Title

Approved as to Liability Provisions³

By: 
Risk Management
Date: 1/18/2022 | 10:59 AM PST

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.

¹Approval by the Office of the County Counsel is required for all Agreement.

²Approval by the Auditor/Controller's Office is required for all Agreements.

³Approval by Risk Management is required if changes are made to Insurance and Indemnification Provisions.