



Contract Number
22-14 A-1

SAP Number

County Administrative Office

Department Contract Representative	Jennifer Mulhall-Daudel
Telephone Number	909-387-5420
Contractor	EndPoint EMS Consulting LLC
Contractor Representative	John Eaglesham/Nancy Lapolla
Telephone Number	805-896-1083 (Cell)/ 805-896-2314 (Cell)
Contract Term	January 3, 2022 – December 31, 2023
Original Contract Amount	Not to exceed \$214,250
Amendment Amount	\$85,296
Total Contract Amount	Not to exceed \$299,546
Cost Center	1100001000

AMENDMENT NO. 1 TO CONTRACT NO. 22-14 BETWEEN SAN BERNARDINO COUNTY AND ENDPOINT EMS CONSULTING LLC FOR EMERGENCY MEDICAL CONSULTING SERVICES

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County, hereafter referred to as "County", and EndPoint EMS Consulting LLC, hereafter referred to as "Consultant", effective January 3, 2022, entered into Contract No. 22-14 for Emergency Medical Services Consulting; and

WHEREAS, the initial term of the Contract was for approximately fifteen (15) months, ending March 31, 2023; and

WHEREAS, the County requires these consulting services from Consultant for an additional nine-month period and the Consultant agreement to provide the consulting services for the additional term, through December 31, 2023.

NOW, THEREFORE, the County and Consultant mutually agree to the following:

Contract No. 22-14 is amended as follows:

1. **SECTION D. TERM OF CONTRACT** is hereby amended to read as follows:

This Contract is effective as of January 3, 2022, and is extended from its original expiration date of March 31, 2023, to expire on December 31, 2023, but may be terminated earlier in accordance with provisions of this Contract.

2. **SECTION F. FISCAL PROVISIONS, SUBSECTION F.1** is hereby amended to read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed \$299,546, as outlined in Attachment A, in the form attached to this Amendment No. 1 to the Contract. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

3. **ATTACHMENT A – COST SHEET** is hereby replaced with Attachment A – Cost Sheet as attached to this Amendment No. 1.
4. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

All other terms and conditions of Contract No. 22-14 remain in full force and effect.

IN WITNESS WHEREOF, the San Bernardino County and the Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 28 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By [Signature] Deputy



EndPoint EMS Consulting LLC

(Print or type name of corporation, company, contractor, etc.)

By ► Nancy Lapolla
(Authorized signature - sign in blue ink)

Name Nancy Lapolla
(Print or type name of person signing contract)

Title Copincipal
(Print or Type)

Dated: March 23, 2023

Address 7300 Shepard Mesa Rd.
Carpinteria, CA 93013

FOR COUNTY USE ONLY

Approved as to Legal Form

► [Signature]
Julie Surber, Principal Asst. County Counsel

Date 3/23/23

Reviewed for Contract Compliance

► _____
Date _____

Reviewed/Approved by Department

► _____
Date _____

ATTACHMENT A

COST SHEET

Emergency Medical Services Consulting

Description and Cost of Services	Estimated Timeline	Cost of Service
Develop 911 ALS Emergency Ground Ambulance and Interfacility Transport RFP and Contract	Jan 2022 – December 2023	\$239,546
Consulting Services for EMS related issues at an hourly rate; Estimated 150 EMS consulting hours at \$275.00 per hour	As requested	\$41,250
*If additional meetings are requested, EndPoint will charge an hourly rate of \$275.00 and a travel rate of \$750.00. Any travel required for services under this contract will be billed at the travel rate of \$750.00. The total cost for consulting services and travel shall not exceed \$18,750.		