

**SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR MEDICAL
DIRECTOR AND ASSOCIATE MEDICAL DIRECTOR SERVICES NO. 11893**

THIS SECOND AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision, and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and The University of Florida Board of Trustees, for the benefit of the Department of Emergency Medicine, College of Medicine, University of Florida, a public body corporate organized under Florida Law (the “University”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Agreement dated October 1, 2020 for Medical Director and Associate Medical Director services., identified by No. 11893 (the “Agreement”); and

WHEREAS, the Parties entered into a First Amendment dated October 1, 2023 which amended the Compensation (the “First Amendment”); and

WHEREAS, the Parties desire to amend the Agreement to further amend the compensation.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #3. 3.1, of the Agreement titled “Compensation” is hereby amended in its entirety to read:

3.1 University shall be paid the amount of Seventy-Five Thousand Dollars (\$75,000.00) to provide Medical Director and Associate Medical Director Services during year one (1) of the Term; University shall be paid the amount of One Hundred Thousand Dollars (\$100,000.00) to provide Medical Director and Associate Medical Director services during year two (2) and year three (3) of the term;, University shall be paid an amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) to provide Medical Director and Associate Medical Director Services during year four (4). A 3% year-over-year increase to provide Medical Director and Associate Medical Director services will be implemented, starting in year five (5) of the term, and each year thereafter [example: year five (5) compensation will be \$154,500.00 (\$150,000.00 increased by 3%)]. University shall invoice County quarterly, being the last working day of each quarterly period for services provided in the just-concluded quarter. Payments shall be made by County pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

B. Amendment: Section #1 of the Agreement titled “Term” is hereby amended in its entirety as follows:

1. **Term.** This Agreement shall become effective on October 1, 2020 and shall run through September 20, 2025. Thereafter, this Agreement shall automatically renew for additional one-year terms unless terminated pursuant to Section 6.1 of this Agreement. Each year, the parties will meet to discuss the terms of this Agreement and any modifications that may be appropriate, subject to the terms of Section 28 below.

C. **Effective Date.** Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2024.

D. **Original Agreement.** Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary L. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By: Marvin Dewar
Print: Marvin A. Dewar, MD, JD
Title: Senior Associate Dean
College of Medicine
University of Florida
Date: 6/24/2024 | 3:46 PM EDT