

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE SAN MATEO COUNTY PREHOSPITAL CARE MEDICAL GROUP JPA
FOR COMMUNICATIONS SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE SAN MATEO COUNTY PREHOSPITAL CARE MEDICAL GROUP hereinafter called "JPA";

W I T N E S S E T H:

WHEREAS, the San Mateo County Pre-Hospital Care Medical Group hereinafter referred to as the "JPA," includes the following entities: City of Daly City, City of Pacifica, City of Brisbane, Colma Fire Protection District, City of South San Francisco, City of San Bruno, City of Millbrae, City of Burlingame, City of Hillsborough, City of San Mateo, City of Foster City, South County Fire Authority, City of Redwood City, Half Moon Bay Fire Protection District, Point Montara Fire Protection District, Menlo Park Fire Protection District, and the Woodside Fire Protection District; and

WHEREAS, in 2002, COUNTY and JPA executed an agreement with the COUNTY for a time period beginning in 1999 ("the Agreement") to provide dispatch services for agencies that provide emergency response within the geographical areas served by various fire agencies within the County; and

WHEREAS, the COUNTY and the JPA are negotiating a new agreement for said services, and in the interim, wish to amend the 1999 agreement to extend the term and to specify the rate of payment.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is hereby amended to read as follows:

3. Payment

- (a) The JPA will pay County **\$319,000** for the first year of operation, commencing January 1, 1999, or until increases are determined pursuant to section 2(b). The amount to be paid will be in equal installments on a monthly basis. The \$319,000 amount will be considered the *Base Amount*,

which includes costs for dispatch services and Computer Aided Dispatch System administration.

- (b) The amount due for future years will be determined by negotiated increases in costs of salaries and benefits of County employees performing the work hereunder. The percentage of increases will be calculated and applied to the *base amount*. It will be the responsibility of the County to notify the JPA of any such change as soon as it is published in written form. Every attempt to make this notification will be made to give the JPA at least three months notification prior to the increase effective date. The cost increase will not exceed that years stated Bay Area CPI. The amount payable to County may also be changed if there is a change in job responsibility of the dispatch staff or increase in the number of staff needed to effectively render service. Any increase will first be negotiated with and approved by the JPA.
- (c) **In consideration of the dispatch services provided by the COUNTY to the JPA in 2009 under this agreement pursuant to section 4 (amended), the JPA will pay COUNTY the base rate amount of \$361,271 per each quarter (every three months) in which this agreement remains in effect, which shall be payable within 30 days after the COUNTY's invoice is delivered to JPA. In the event the parties execute a new agreement prior to October 31, 2009, which, according to section 4 (amended), will result in the automatic termination of this agreement, payment will be prorated for the quarter in which this agreement is terminated.**

The rates set forth in this section 3(c) do not include a rate increase from the rates that were in effect during 2008. Therefore, in addition to the payments set forth in this section 3(c), as part of the negotiations for a replacement agreement, the parties may agree to a retroactive rate increase to compensate the COUNTY for any or all of the services provided by the COUNTY under this agreement in 2009.

- 2. Section 4 of the Agreement is amended to read as follows:

4. Term.

The optimal length of this contract is 10 years. The primary term of this Agreement shall be from January 1, 1999 through December 31, 2004, although the Parties did not formally approve this Agreement until the date written above. There are two – two year extensions of this contract, after the expiration of the primary term. The JPA shall have the option to extend this Agreement twice. The JPA must notify the County of its intent to exercise its first option to extend the term of the Agreement from January 2005 through December 31, 2006. Notification of this first extension shall be made no later than January 2004. In

addition to this extension, the JPA may exercise its option for another two-year extension no later than January 2006 to extend the Agreement through December 31, 2008. Either party can terminate the Agreement by 360 days written notice of the intended date of termination. To be terminated, notification must take place in the month of January.

In the event a new agreement for the COUNTY to provide dispatch services to the JPA is not executed by the parties prior to December 31, 2008, the term of this agreement is extended until the earlier of: (1) October 31, 2009, or (2) the date that a new agreement is fully executed. This agreement shall automatically terminate without any further action by the parties on the date that a new agreement for dispatch services is executed by the COUNTY and the JPA.

3. All other terms and conditions of the Agreement dated 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors,

Date: _____

ATTEST:

By: _____
Clerk of Said Board



THE SAN MATEO COUNTY
PREHOSPITAL CARE MEDICAL GROUP JPA

Date: May 26, 2009