

SECOND AMENDMENT

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BELMONT-SAN CARLOS FIRE DEPARTMENT

This Second Amendment to the Agreement is entered into on this _____ day of _____, 2011, by and between the **County of San Mateo**, hereinafter called "County," and the **Belmont-San Carlos Fire Department**, hereinafter called "Department."

WITNESSETH

WHEREAS, the parties previously entered into an Agreement [Resolution No. 068906] on August 7, 2007 for provision of hazardous materials emergency response services for the County of San Mateo; and

WHEREAS, on November 10, 2010, through Amendment One [Resolution No. 071156], the parties extended the term of the contract for an additional one year term to June 30, 2011 and increased the contractual maximum by \$500,236, from \$1,430,383 to \$1,930,619, and

WHEREAS, it is now the mutual desire and intent of the parties to make further modifications and amendments by extending the term 104 days to October 12, 2011, and increasing the contractual maximum by \$135,746 from \$1,930,619 to \$2,066,365:

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the existing Agreement is hereby amended, by reference to Sections of the original Agreement and Exhibits as follows:

1. Section 1, Exhibits and Attachments, of the Agreement is hereby amended to read as follows:

1. EXHIBITS AND ATTACHMENTS.

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services

Exhibit B - Payments & Rates (**Revised: April 2011**)

2. Section 3, Payments, of the Agreement is hereby amended to read as follows:

3. PAYMENTS.

In consideration of the services provided by Department in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Department based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **TWO MILLION SIXTY-SIX THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS (\$2,066,365).**

3. Section 4, Term, of the Agreement is hereby replaced with the following:
 4. **TERM.**
Subject to compliance with all terms and conditions, the term of this Agreement shall be from JULY 1, 2007 through **OCTOBER 12, 2011**.
4. Exhibit B - Payments & Rates (Revised June 2010) of the Agreement is hereby replaced with **Exhibit B - Payments & Rates (Revised: April 2011)**, attached hereto and incorporated into the Agreement.
5. These amendments are hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

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

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

BELMONT-SAN CARLOS FIRE DEPARTMENT

BY: _____
(SIGNATURE)

PRINTED NAME

DATE: _____

EXHIBIT B - PAYMENTS & RATES

(Revised: April 2011)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BELMONT-SAN CARLOS FIRE DEPARTMENT

In consideration of the services provided by Department in Schedule A as set forth in this Amendment, County shall determine the annual compensation, and make payments to Department, through the process and in the manner hereby established below:

1. AMOUNT AND RATE OF PAYMENT.

- A. The total amount of payment to Department for Fiscal Year 2007-08, covering the period of July 1st, 2007 through June 30, 2008, shall be Four Hundred Fifty-Three Thousand, Seven Hundred & Thirty Dollars (\$453,730), which shall be payable in four quarterly installments pursuant to Section 2 – D of this Exhibit, in the amounts of \$113,432.50 each.
- B. The total amount of payment to Department for Fiscal Year 2008-09, covering the period of July 1st, 2008 through June 30, 2009, shall be determined through the annual Emergency Services Budget Process, and shall represent a percentage increase over the FY 2007-08 budget corresponding to the negotiated base salary increase in the Belmont-San Carlos Firefighters MOU effective January, 2008, but in no event shall exceed an increase of Five Percent (5%), nor a dollar total of \$476,416, which shall be payable in four quarterly installments pursuant to Section 2 – D of this Exhibit, in equal 25% amounts of the determined annual total payment, but not to exceed \$119,104.00 per quarter.
- C. The total amount of payment to Department for Fiscal Year 2009-10, covering the period of July 1st, 2009 through June 30, 2010, shall be determined through the annual Emergency Services Budget Process, and shall represent a percentage increase over the FY 2007-08 budget corresponding to the negotiated base salary increase in the Belmont-San Carlos Firefighters MOU effective January, 2009, but in no event shall exceed an increase of Five Percent (5%), nor a dollar total of \$500,236, which shall be payable in four quarterly installments pursuant to Article 5 of Section 2-B of this Exhibit, in equal 25% amounts of the determined annual total payment, but not to exceed \$125,059.00 per quarter.
- D. The total amount of payment by County to Department for Fiscal Year 2010-11 (*July 1, 2010 - June 30, 2011*) shall not exceed \$500,236.
 - 1) County will pay Department a total of \$476,416 in four quarterly installments of \$119,104.
 - 2) Department will additionally be reimbursed for direct costs for Hazmat training and training related travel for firefighters serving on the Hazmat team. Reimbursement for FY 2010-11 direct training costs shall not to exceed \$23,820. County will reimburse Department upon receipt of invoice detailing training related expenses and names of participating Hazmat personnel.

E. The total amount of payment by County to Department for the period of July 1, 2011 through October 12, 2011 shall not exceed \$135,746.

1) County will pay Department as follows:

- July - August 2011 \$80,925.50
- September - October 12, 2011 \$54,820.50

F. The Maximum Total Payment to Department under this Agreement, for the term of this Agreement, shall not, in any event, exceed **TWO MILLION SIXTY-NINE THOUSAND FIVE HUNDRED SEVENTY-FOUR DOLLARS (\$2,066,365)**.