

**AMENDMENT NO. 1 TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
THE AIRPORT COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO
RELATING TO VARIOUS MATTERS**

This Amendment No. 1 to Intergovernmental Agreement (this “Amendment”) between the **COUNTY OF SAN MATEO** (the “County”), a political subdivision of the State of California, and the **CITY AND COUNTY OF SAN FRANCISCO** (the “City”), a municipal corporation and political subdivision of the State of California, acting by and through its **AIRPORT COMMISSION** (the “Commission”), is dated as of _____, 2017.

RECITALS

- A. The Commission and the County previously entered into the Intergovernmental Agreement dated as of April 12, 2016 (the “Agreement”).
- B. The County and the Commission are entering into this Amendment to clarify the basis on which the Commission will pay the County for the County’s costs of providing certain emergency response services to the Airport, without the need to modify the maximum amount of such payment.
- C. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

NOW, THEREFORE, THE COUNTY AND THE COMMISSION AGREE as follows:

- 1. **Section 1. Definitions** is hereby amended to delete the defined term “Dispatch Calls” and its definition, and to add a new defined term, as follows:

“**CAD Incidents**” means computer aided dispatch incidents for which emergency response services (including emergency medical services and ambulance transportation, but excluding law enforcement and fire response services) are requested, as recorded by the County’s Public Safety Communications Dispatch Center, but excluding incidents that are cancelled before any units are dispatched.

- 2. The section heading and Subparagraph A of **Section 2. Payment for Dispatch Call Services to the Airport** are hereby amended to read as follows:

2. Payment for Emergency Response Dispatch Services to the Airport

- A. Dispatch Services: The Commission will pay the County an allocable share of the annual cost to operate the County’s Public Safety Communications Dispatch Center based on the percentage of CAD Incidents located at the Airport, calculated according to the following formula (the object code references are to the County’s budget system report entitled “SR13 Adopted Book {SYS} {1240P, Public Safety Communications}”):

$$\frac{[\text{Net Appropriations (NETAPP)} - \text{Total Sources (TOTSRC)}]}{[\text{Airport CAD Incidents} / \text{Total CAD Incidents}]} = \text{Airport payment to County}$$

As an illustration, the payment for Fiscal Year 2014-15 would have been calculated as follows:

$$[\$10,667,788 - \$8,028,373] \times [3,122 / 52,722] = \$156,296$$

3. **Effective Date.** Each of the changes set forth in this Amendment shall be effective on and after July 1, 2015.
4. **Legal Effect.** Except as expressly changed by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and the Commission have caused this Amendment to be executed by their duly authorized representatives, and on the dates, as shown below:

COUNTY OF SAN MATEO

Date: _____

ATTEST: _____
Clerk, Board of Supervisors

BY: _____
President, Board of Supervisors

Resolution # _____

AIRPORT COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO

Date: _____

BY: _____
Ivar C. Satero
Airport Director

APPROVED AS TO FORM:

AUTHORIZED BY:

DENNIS J. HERRERA
City Attorney

Commission Resolution No.: _____

Adopted: _____

BY: _____
Brooke D. Abola
Deputy City Attorney

ATTEST: _____
Jean Caramatti
Secretary, Airport Commission