

**FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND CLARE OWEN**

This Amendment is entered into on this 19th day of August 2009 by and between the City of Milpitas, hereinafter “City,” and Clare Owen, hereinafter “Consultant,” collectively referred to herein as “the Parties.”

RECITALS:

WHEREAS, the Parties entered into a written Consulting Services Agreement dated July 1, 2009 and now wish to amend that Agreement as set forth below.

NOW, THEREFORE, **IT IS HEREBY AGREED** as follows:

1. The compensation amount set out in Section 2, Compensation, is amended to now be \$64,000.00 (which includes the original contract amount of \$19,500).
2. The monthly payment set out in Section 2.2, Monthly Payment, is amended to now be bi-weekly payments.
3. The Scope of Services is hereby amended with a new Exhibit A, attached to this amendment as Exhibit A-1.
4. All other terms and conditions of the original Agreement remain unchanged.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Clare Owen

APPROVED AS TO CONTENT
AND FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A-1

Scope of Services

Work to be performed:

1. Consultant shall conduct various types of fire and life-safety plan reviews and inspections to ensure that applicable codes and standards for the protection of life and property from fire are enforced. Inspections shall include city permitted plan reviews and inspections. Laws enforced shall include:

- California Administrative Code Title 19
- California Health and Safety Code
- 2001 Edition of the California Fire code as amended by the City of Milpitas
- Applicable sections of the National Fire Protection Association standards as adopted by the State of California and the City of Milpitas Municipal Code and Standards.

2. Consultant shall develop a presentation to instruct engine company personnel in the inspection of apartments and assembly occupancies. The presentation should include the inspection process, computer data entry process, forms used, identification of typical violations including examples thereof, the referral process and compliance reports.

3. Consultant shall update the Division's web page where necessary.

4. The consultant shall develop a program to enforce the requirements of Title 19 for 5-year sprinkler certification. The programs shall include:

- Identify the sites that require annual test.
- Prepare outreach material to notify property owners of the new program
- Develop program guidelines and forms
- Develop computer tracking system that will interface with existing Department database
- Train staff on program requirements
- Work with Finance department to determine most cost effective process to recover inspection and enforcement program costs.

5. The consultant shall develop a program to enforce the requirements of Title 19 for annual fire detection system certification. The programs shall include:

- Identify the sites that require annual test
- Prepare outreach material to notify property owners of the new program
- Develop program guidelines and forms
- Develop computer tracking system that will interface with the existing Department database
- Train staff on program requirements
- Work with Finance department to determine most cost effective process to recover inspection and enforcement program costs.

6. The consultant shall evaluate annual inspection program and prepare a report of findings and recommendations to improve the delivery of service. (Examples include Risk Assessments and Self Inspections).

The work schedule shall be Monday-Friday on a work schedule agreed to by the city

The consultant may be assigned a department vehicle to use to conduct city business. The city will pay fuel and maintenance costs as necessary to carry out city business. The consultant shall return equipment in its original working condition.

The consultant may be assigned a cellular phone, personal data assistant and desktop computer. The city shall pay for the initial purchase of the phone and any maintenance costs as necessary to carry out city business. The consultant shall pay all phone charges calculated by the minute, incurred by its employees and shall return equipment in its original working condition.

Pursuant to Section 4.6 of this agreement, the City Attorney and Risk Manager hereby waive the insurance requirements of Section 4 of this Agreement. In rendering services under this Agreement, Consultant shall utilize a City owned and provided vehicle for which the City shall provide coverage per the Association of Bay Area Governments (ABAG) Pooled Liability Assured Network (PLAN) (Corporation's Memorandum of Coverage (MOC).

**FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS AND FRANK MARTORELLA**

This Amendment is entered into on this 19th day of August 2009 by and between the City of Milpitas, hereinafter "City," and Frank Martorella, hereinafter "Consultant," collectively referred to herein as "the Parties."

RECITALS:

WHEREAS, the Parties entered into a written Consulting Services Agreement dated July 1, 2009 and now wish to amend that Agreement as set forth below.

NOW, THEREFORE, **IT IS HEREBY AGREED** as follows:

1. The compensation amount set out in Section 2, Compensation, is amended to now be \$54,000.00 (which includes the original contract amount of \$19,500).
2. The monthly payment set out in Section 2.2, Monthly Payment, is amended to now be bi-weekly payments.
3. The Scope of Services is hereby amended with a new Exhibit A, attached to this amendment as Exhibit A-1.
4. All other terms and conditions of the original Agreement remain unchanged.

CITY OF MILPITAS

CONSULTANT

Thomas C. Williams, City Manager

Frank Martorella

APPROVED AS TO CONTENT
AND FORM:

Michael J. Ogaz, City Attorney

EXHIBIT A-1

Scope of Services

Work to be performed:

1. Consultant shall conduct various types of fire and life-safety plan reviews and inspections to ensure that applicable codes and standards for the protection of life and property from fire are enforced. Inspections shall include city permitted plan reviews and inspections. Laws enforced shall include:
 - California Administrative Code Title 19
 - California Health and Safety Code
 - 2001 Edition of the California Fire code as amended by the City of Milpitas
 - Applicable sections of the National Fire Protection Association standards as adopted by the State of California and the City of Milpitas Municipal Code and Standards.

2. Consultant shall assist with presentations to instruct engine company personnel in the inspection process to include assembly, apartment and low hazard-type occupancies. This should include the inspection process, computer data entry process, forms used, identification of typical violations including examples thereof, the referral process and compliance reports.

The work schedule shall be Monday-Friday on a work schedule agreed to by the city

The consultant may be assigned a department vehicle to use to conduct city business. The city will pay fuel and maintenance costs as necessary to carry out city business. The consultant shall return equipment in its original working condition.

The consultant may be assigned a cellular phone, personal data assistant and desktop computer. The city shall pay for the initial purchase of the phone and any maintenance costs as necessary to carry out city business. The consultant shall pay all phone charges calculated by the minute, incurred by its employees and shall return equipment in its original working condition.

Pursuant to Section 4.6 of this agreement, the City Attorney and Risk Manager hereby waive the insurance requirements of Section 4 of this Agreement. In rendering services under this Agreement, Consultant shall utilize a City owned and provided vehicle for which the City shall provide coverage per the Association of Bay Area Governments (ABAG) Pooled Liability Assured Network (PLAN) (Corporation's Memorandum of Coverage (MOC)).