

**THIRD AMENDMENT TO THE AGREEMENT WITH THE
CITY OF SAN CARLOS FOR PUBLIC SAFETY COMMUNICATIONS SERVICES
FROM JULY 1, 2021 THROUGH JUNE 30, 2026, FOR A TOTAL AMOUNT OF \$4,022,374**

THIS AMENDMENT TO THE AGREEMENT, is entered into this 1st day of JULY, 2021 by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and the "CITY OF SAN CARLOS"; hereinafter called "CITY"

WITNESSETH:

WHEREAS, pursuant to Government Code §§ 51300 et seq., COUNTY may contract with CITY for the performance of CITY functions by the appropriate officers and employees of COUNTY; and

WHEREAS, in 2011, COUNTY and CITY contracted for the COUNTY to provide dispatch services to Sheriff's Office personnel assigned to the San Carlos Patrol Bureau; and

WHEREAS, in 2013, COUNTY and CITY approved the First Amendment to the Agreement for the COUNTY to provide dispatch services to Sheriff's Office personnel assigned to the San Carlos Patrol Bureau; and

WHEREAS, in 2016, COUNTY and CITY approved the Second Amendment to the Agreement for the COUNTY to provide dispatch services to Sheriff's Office personnel assigned to the San Carlos Patrol Bureau; and

WHEREAS, the CITY has agreed to this third amendment which has been presented to CITY's honorable City Council on the 24th day of MAY, 2021.

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. Payments.

(a) The CITY will pay COUNTY pursuant to the following fee schedule effective July 1, 2021.

FISCAL YEAR	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26
	\$753,116	\$775,710	\$806,739	\$830,940	\$855,869
Quarterly Billing Rate	\$188,279	\$193,927	\$201,685	\$207,735	\$213,967

A 3% increase has been factored into each year of the amendment, except for Year 3 (FY23/24), which has a 4% increase. The adjustment represents the escalating costs to the Public Safety Communications' operating budget to include but not limited to increases in labor, retirement, benefits, etc. Quarterly billing rates have been rounded to the nearest dollar.

(e) Should CITY require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge CITY for said

services at actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (\$112.)

- 2. Section 4 of the Agreement is hereby amended to read as follows:
 - 4. Term and Termination.
The term of this Agreement ("Contract Term") shall be from July 1, 2021 through June 30, 2026 (five years).
- 3. All other terms and conditions of the Agreement dated November 1, 2011, 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

Date: _____

CITY OF SAN CARLOS

BY:  *RM*
Jeff Maltbie, CITY MANAGER

Date: June 23, 2021

APPROVED AS TO FORM

BY: 
Greg Rubens, CITY ATTORNEY

Date: June 22, 2021

ATTEST:

BY: 
Crystal Mui, CITY CLERK

Date: June 23, 2021