

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
THE CITY OF MILLBRAE
FOR COMMUNICATIONS SERVICES**

THIS AMENDMENT TO THE AGREEMENT, is entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and the "CITY OF MILLBRAE"; hereinafter called "CITY"

W I T N E S S E T H:

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, on December 1, 2009, COUNTY and CITY entered into an Agreement for the COUNTY to provide communication and dispatch services to the Millbrae Police Department; and

WHEREAS, in February of 2012, the COUNTY and the CITY entered into an Agreement for Law Enforcement Services establishing the Millbrae Patrol Bureau whereby the County Sheriff's Office provides the law enforcement personnel and services previously rendered by the Millbrae Policy Department; and

WHEREAS, by virtue of the Law Enforcement Agreement which has been extended through four amendments, certain provisions contained in the Communication Services Agreement are redundant and no longer applicable; and

WHEREAS, the parties desire to update and extend the Communication Services Agreement pursuant to this First Amendment.

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

1. Section 2(b) of the Agreement is hereby deleted.
2. Under Section 3(a) of the Agreement the CITY will pay COUNTY pursuant to the following fee schedule effective July 1, 2014:

	FY12-13*	FY13-14	FY14-15
Annual	\$233,832	\$233,832	\$240,846
Quarterly Charge	\$ 58,458	\$ 58,458	\$ 60,211

*County and City agree that the fiscal year received no COLA consistent with no labor increases.

In addition, the parties agree that the following language in Section 3(a) is deleted:

~~"The stated fees are based on projected total cost recovery for COUNTY for services rendered, and are commensurate with the call volume COUNTY currently processes for Millbrae Police as translated into percentage. Millbrae's call volume represents 37% of the total workload worked at the 'Shared Services' (Half Moon Bay PD, Broadmoor, Law Mutual Aid and Millbrae) console at PSC."~~

3. Subsection 3(c) is hereby deleted.
4. In Exhibit "A," all references to "Police Department" shall be changed to "Police Services Contractor."
5. In Section I.B.2. of Exhibit A, the reference to "SMARTS" shall be changed to read "automated national, state and local law enforcement databases."
6. In Exhibit A, Section II.N. and Section III.D. shall be deleted.
7. All other terms and conditions of the Agreement dated December 1, 2009, 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

CITY OF MILLBRAE

M. Raines
Marcia Raines, City Manager

Date: July 31, 2014

ATTEST:

By: Angela Louis
Angela Louis, City Clerk