

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND THE CITY OF MILLBRAE  
FOR COMMUNICATION SERVICES**

THIS AMENDMENT TO THE AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the COUNTY OF SAN MATEO, hereinafter called "COUNTY," and the "CITY OF MILLBRAE"; 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**, 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 ("Communication Services Agreement"); 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 law enforcement personnel and services previously rendered by the Millbrae Police Department; and,

**WHEREAS**, on November 18, 2014, COUNTY and CITY entered into the First Amendment to the Communication Services Agreement for the COUNTY to update and extend communication and dispatch services through June 30, 2015; and,

**WHEREAS**, on September 16, 2016, COUNTY and CITY entered into the Second Amendment to the Communication Services Agreement for the COUNTY to update and extend communication and dispatch services through June 30, 2020; and,

**WHEREAS**, the COUNTY has continued to provide a high level of service to Millbrae and the parties desire to extend the Communication Services Agreement pursuant to this Third Amendment

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

1. Section 3(a) of the Agreement is hereby amended to include the following fee schedule for Fiscal Years 2020-2021 through 2024-2025:

The CITY will pay COUNTY pursuant to the following fee schedule, effective July 1, 2020:

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
Annual Fee	\$296,053	\$304,934	\$314,083	\$323,505	\$333,210
Quarterly Billing Rate	\$74,013	\$76,234	\$78,521	\$80,876	\$83,303

A 3% cost increase has been factored into each fiscal year's fee. This increase represents the increasing costs to the COUNTY'S Public Safety Communications operating budget, including but not limited to increases in labor costs.

2. Section 4 of the Agreement is hereby amended to insert the following language:

The term of this Agreement ("Contract Term") shall be extended by five additional years through June 30, 2025.

3. All other terms and conditions of the Agreement dated December 1, 2009 and amendments thereto 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

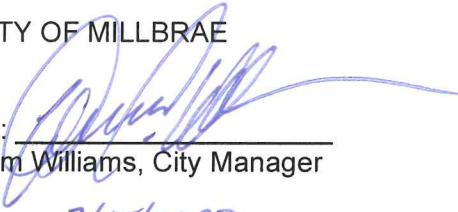
By: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:


By: \_\_\_\_\_  
Clerk of Said Board

CITY OF MILLBRAE

By:   
Tom Williams, City Manager

Date: 7/15/2020

ATTEST:

By:   
Angela Louis, City Clerk  
Elaine Tran

Date: 7/15/2020