



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Employee and Public Services Department

DATE: July 9, 2001

BOARD MEETING DATE: July 24, 2001

TO: Honorable Board of Supervisors

FROM: Mary Welch, Director of Employee and Public Services
Jaime D. Young, Public Safety Communications Director

SUBJECT: Amendment to the Agreement between the County of San Mateo and the City of Brisbane for Communications Services. San Mateo County Agreement No. 63987

Recommendation

Adopt a resolution authorizing the President of the Board to execute an amendment to the existing agreement between the County of San Mateo and the City of Brisbane, extending hours of operation for communications/dispatch services to 24 hours a day, seven days a week for a total cost of \$123,948 for fiscal year 2001-02 with an optional two year extension.

Background

For the last several years the City of Brisbane and the County have had an arrangement where by emergency and routine dispatch services are provided on a part-time, seven-day a week basis from 8:00 p.m. to 8:00 a.m.

Discussion

At request of the City of Brisbane, Public Safety Communications will assume full-time communications/dispatch services, 24 hours a day, seven days a week. The Board of Supervisors approved the existing agreement's term on October 3, 2000, for a period from March 1, 2000 to February 28, 2002 with an optional two-year extension. Under the amendment to the current agreement, the City of Brisbane pays a pro rata share of the cost of one radio console 24 hours a day, 7 days a week. In addition, the agreement includes a pro rata share of service and supply costs. The contract term will also be adjusted to put this contract on a fiscal year basis.

Fiscal Impact

Under this agreement, the City of Brisbane will pay the County \$123,948 for a one year term effective July 1, 2001 through June 30, 2002. The payment represents recovery of all costs.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO THE
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF
BRISBANE**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there currently exists an Agreement, Resolution No. 63987, executed October 3, 2000, between the County of San Mateo and the City of Brisbane for the provision of law enforcement and public safety communications/dispatch by the County for the term of July 1, 2001 through June 30, 2001 with an optional two year extension; and;

WHEREAS, County and City mutually desire to amend the existing Agreement for the provision of vital public safety services to the City for an additional year through June 30, 2002; and providing reimbursement to County in the total amount of \$123,948 over said period; and;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute this Amendment to the existing Agreement between the County of San Mateo and the City of Brisbane for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

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AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF BRISBANE
For Public Safety Communications/Dispatch

THIS IS AN AMENDMENT to the existing Agreement entered into on the October 3, 2000, by and between the CITY OF BRISBANE, a municipal incorporation, hereinafter called "City", and the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the parties have previously entered in an Agreement for law enforcement and public safety communications services (Resolutions 63987, dated October 3, 2000) for a two-year term concluding February 28, 2002; and

WHEREAS, both parties have subsequently adopted the amendment to this Agreement extending the term to June 20, 2001, modifying contractual payments, and certain other operational changes; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the existing Agreement is hereby further amended, by reference to Sections of the original Agreement and its Exhibits, and incorporating or replacing certain modifications approved in the agreement as follows:

AGREEMENT AMENDMENTS

The agreement is amended to read as follows:

Section 1. Contract Term. The term of this Agreement shall be July 1, 2001 through June 30, 2002, subject to the termination by either party, with 180 days written notice. This contract shall be automatically renewed for one additional two-year term if no such notice is given, extended the term to June 30, 2004. If the contract is terminated, notification must take place in the month of December.

The agreement is amended to read as follows:

Section 2. Payments. In consideration of the communications services rendered in accordance with all terms, conditions and specifications set forth herein, the rates for services are as follows for the two years of this contract. Rates for the extension, if any, will be established pursuant to negotiated salary increases of dispatch personnel.

April-October 2000	7%	\$56,753
October 15, 2000	5%	\$59,591
The following rates are amended to read as follows:		
April 1, 2001- October 14, 2001	5%	\$69,523
October 15, 2001 – June 30, 2002	6%	\$84,221

- a) Effective October 17, 1999 the Communications Dispatcher negotiated labor contract increases for wages as defined above through November 9, 2002. Should a two-year schedule be requested, increases consistent with negotiated cost of living and/or equity increases will be applied to the base amount of \$123,948.

The Agreement is amended as follows:

Section 7. Non-Discrimination. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: 1) termination of this Agreement; 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; 3) liquidated damages of \$2,500 per violation; 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Contract or any other Contract between Contractor and County. Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified

Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of their response to the Complaint when filed.

Exhibit A - COUNTY PROVISION OF SERVICES

The amended language is as follows:

Section 1. Communications services are described as:

- (a) The County shall provide the Brisbane Police Department with telephone answering, personnel notification and equipment dispatching, including automated status keeping, and associated activity reports and inquiries. The hours of operation are 24 hours a day, seven days a week, unless previous arrangements are made through the Chief of Police and Communications Center Director.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hand on the day and year in this agreement first above written.

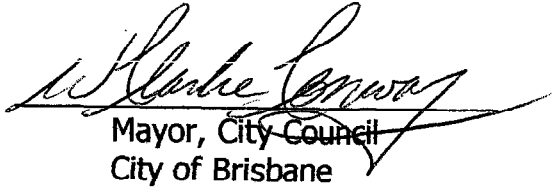
Dated: _____

Michael D. Nevin, President
Board of Supervisors
County of San Mateo

ATTEST:

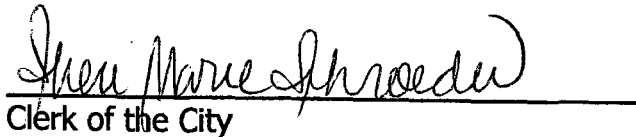
Clerk of the Board

Dated: 5/14/2001




Mayor, City Council
City of Brisbane

ATTEST:



Clerk of the City

APPROVED AS TO FORM:


HAROLD S. TOPPEL
CITY ATTORNEY