

**FIRST AMENDMENT
TO AGREEMENT BETWEEN CITY OF BRISBANE
AND COUNTY OF SAN MATEO**

THIS FIRST AMENDMENT to the existing Agreement entered into on the 11th day of January, 2001, by and between the **CITY OF BRISBANE** hereinafter referred to as "CITY", and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter alternatively referred to as "COUNTY" and/or "SHERIFF."

WHEREAS, on January 11, 2001, the parties entered into an Agreement [Resolution No. 64192] for provision of processing of City warrants and telecommunication functions rendered by the Sheriff's Office Criminal Records Bureau for a term ending October 1, 2001; 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 Exhibit A as follows:

AGREEMENT

Section Four: Non-Discrimination

Existing Section 4 of the Agreement, is replaced in entirety with the following:

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the City to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of City from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) 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 City'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 City under the Contract or any other Contract between City and County.

City 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 City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. City shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse."

Section Six: Length of Agreement

Existing Section 6 of the Agreement, is replaced in entirety with the following:

"This Agreement shall be in full force and in effect from the first day of October 2000 through and including the 30th day of September 2003. It is the expectation of the parties that this Agreement may be extended for additional years for an agreed upon compensation. If the parties extend this Agreement, the parties shall thereafter negotiate the terms of such extension including the level of compensation in an effort to reach agreement before the expiration of this Agreement."

EXHIBIT A

Section Three: Payments

Existing Section 3 of Exhibit A, is replaced in entirety with the following:

Total charges for 2000-2001 in which City will pay County is for an amount not to exceed \$4,000 (or approximately \$8.89 per warrant), which will be paid at the time the Agreement is executed.

Total charges for 2001-2002 in which City will pay County is for an amount not to exceed \$4,212 (or approximately \$9.36 per warrant), which will be paid on October 1, 2001.

Total charges for 2002-2003 in which City will pay County for an amount not to exceed \$4,432.50 (or approximately \$9.85 per warrant), which will be paid on October 1, 2002.

Section Four: Term of Contract

Existing Section 4 of Exhibit A, is replaced in entirety with the following:

The contract shall commence on October 1, 2000 and continue through September 30, 2003. Either party may cancel this Agreement for any reason whatsoever upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

CITY OF BRISBANE

By: W. Clarke Conway
W. Clarke Conway, Mayor

Date: 10/24/2001

ATTEST:

Sheri Marie Schroeder
Sheri Marie Schroeder, City Clerk

Date: 10/25/2001

APPROVED AS TO FORM:

David Appel
City Attorney, City of Brisbane

Date: 10/10/01

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

Date: _____