

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY
OF SAN MATEO AND SAN MATEO COUNTY TRANSIT DISTRICT,
FOR LAW ENFORCEMENT AND COMMUNICATIONS SERVICES**

This is the first amendment to the Agreement between the County of San Mateo, hereinafter alternatively referred to as "County", and/or "Sheriff", and the San Mateo County Transit District, hereinafter alternatively referred to as "SAMTRANS", as executed January 29, 2002, pursuant to Board Resolution No. 65036:

WITNESSETH:

WHEREAS, the parties have entered into an Agreement whereby the County provides law enforcement and communications services for SAMTRANS bus services as well as Peninsula Corridor Joint Powers Board commuter train services, and it is now necessary and desirable that the existing Agreement between County and SAMTRANS be amended; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT THE AGREEMENT IS AMENDED, AS FOLLOWS:

Section I: The second paragraph of existing Section 2. Payments of the Agreement is hereby amended to read as follows:

"In any event, total payment obligations by SAMTRANS to County under this Agreement for law enforcement services will not exceed \$2,254,088 for the three year term, and for communication services will not exceed \$227,276 for the three year term."

Section II: Section 3.1 of the Agreement is hereby replaced in entirety with the following new Section 3.1:

"3.1 Charges for Communication Services:

- A. *Total charges for the initial six-month period from January 1, 2002 through July 31, 2002 are \$33,132 plus the cost of the pagers described below in Section 3.2, to be paid in full on July 31, 2002.*
- B. *Total charges for regular communication services for the period of August 1, 2002 through June 30, 2003 (eleven months) are \$60,742 plus pager costs, supra, to be paid quarterly per the following schedule: September 30, 2002 (\$11,044); thereafter fixed quarterly payments of \$16,566 on December 31, 2002, March 31, 2003, and June 30, 2003.*
- C. *Total charges for regular communication services for the period of July 1, 2003 through June 30, 2004 (twelve months) are \$68,252 plus pager*

costs, supra, to be paid in fixed quarterly amounts of \$17,063 on September 30, 2003, December 31, 2003, March 31, 2004, and June 30, 2004.

- D. *Total charges for regular communication services for the period of July 1, 2004 through December 31, 2004 (six months) are \$35,150 plus pager costs, supra, to be paid in fixed quarterly amounts of \$17,575 on September 30, 2004 and December 31, 2004.*
- E. *Additional one-time CAD programming enhancements may be completed by Dispatch during the course of this Agreement, at the discretion and timing of SAMTRANS. These fixed cost enhancements shall not exceed a total combined cost of \$30,000, and may include but are not necessarily limited to the following products: Briefing notes (\$3,360); CAD CALTRAIN Geo-file enhancement (\$8,400); Create separate TRA jurisdiction in CAD (pro-rate at 1/10 of full cost); On-duty Pager Call (\$2,520); Custom MIS programming (\$8,400)."*

Section III: A new sentence is added at the end of Section 3.2 of the Agreement, to read as follows:

"Pagers that are lost, stolen or damaged beyond repair may be replaced at SAMTRANS or Sheriff expense, depending on the circumstances, at actual cost, not to exceed \$180 per pager."

Section IV: Section 11.A of the Agreement is replaced with the following amended Section 11.A:

"A. The term of this Agreement is from January 1, 2002 to December 31, 2004. However, the term of the agreement or the duration of either the law enforcement component or the communication component may be amended by mutual agreement of the parties, at which time the payment provisions will be amended to correspond to the amended term."

Section V: Section 3 of Exhibit A of the Agreement is hereby amended as follows:

Item "N." shall be added after item "M." on page 3 of Exhibit A, to read as follows:

"N. Sheriff's Office shall issue parking and moving citations at any and all SAMTRANS and/or Peninsula Corridor Joint Powers Board sites, stops, parking lots, and stations as may be required for enforcement of traffic laws, rules and regulations, including but not limited to regulations adopted by SAMTRANS and/or Peninsula Corridor Joint Powers Board pertaining to vehicles, bicycles and skateboards. Sheriff and SAMTRANS shall cooperatively establish working arrangements and agreements with the County's parking citation processing vendor, and with the Courts of the three Counties served by Peninsula Rail

services, allowing for citations issued by the Sheriff's Office acting on behalf of SAMTRANS to be separately tracked, reported, and accounted for."

Section VI: Section 1.A.(4) of Exhibit A-1 of the Agreement is hereby amended to add the following sentence at the end of the paragraph under Section 1.A.(4), to read:

"Ongoing usage charges for the SAMTRANS CLETS and SMARTS terminal shall be allocated to SAMTRANS under the existing Countywide Message Switch System budget, in accordance with the historical established formula applicable to all Message Switch user agencies in San Mateo County."

Section VII: Section 1.B.(3) of Exhibit A-1 of the Agreement is replaced in entirety with the following new section:

"The Sheriff's Office shall provide SAMTRANS with a total of ten (10) portable radios compatible with the new digital trunked radio system, as follows: five (5) radios for the Sheriff's staff servicing SAMTRANS under this Agreement, and five (5) additional radios to allow AMTRAK police currently servicing SAMTRANS access to County law enforcement radio bands. It is understood that if and as additional Sheriff personnel are eventually added, as provided under other sections of this Agreement, that said latter five portable radios may eventually be re-allocated to these new Sheriff's personnel, as required for the completion of assigned duties, to be mutually determined by SAMTRANS and Sheriff's security management."

Section VIII: The first sentence in Section 1.B.(7) of Exhibit A-1 of the Agreement is amended to read as follows:

"The geographic file of SAMTRANS areas needed for CAD will be exclusively maintained by County."

Section IX: Section 1.B.(8) is amended to read as follows:

"Updating of wants and warrants after established business hours via the automated computer system shall be accomplished by the Sheriff's Criminal Records Bureau in accordance with applicable state statutes and departmental policies. Said information will be accessible to public safety dispatchers, as required, in the currently established manner."

Section X: Section 3. "SamTrans Obligations" of Exhibit A-1 is corrected to read Section "2." (This corrects an existing clerical error as there is no designated Section 2 presently – the existing Sections are numbered 1-A, 1-B, and 3.)

Section XI: A new Section 3 is added to read as follows:

"3. Administration, Personnel and Workload Assessment. The County Public Safety Communications Program Manager ("Program Manager") shall be the

designated management representative and liaison with the SAMTRANS Chief of Protective Services, with respect to all services provided by County under this Agreement. Said representative shall maintain regular communications with the SAMTRANS Chief of Protective Services, and with assigned County personnel, to ensure the effective delivery of services under this Agreement, and shall be available to meet with the Chief and/or other SAMTRANS staff as required. It is agreed there shall be a mutual and free exchange of reports, memoranda and verbal communications which concern services provided by County to SAMTRANS under this Agreement.

Program Manager has the sole discretion to select and assign personnel to provide communications dispatch services to SAMTRANS under this Agreement. Any concerns on the part of SAMTRANS regarding the performance or suitability of County staff assigned to this Agreement should be communicated directly to the Public Safety Communications Program Manager, who will review the situation and take what actions are deemed appropriate, and discuss said actions with the SAMTRANS Chief of Protective Services.

The Public Safety Communications Program Manager will periodically assess SAMTRANS communications dispatch workload issues, impacts and services. If in the opinion of the Program Manager, services rendered have increased beyond the level funded in this Agreement, to the extent of degrading customer service and/or impacting public safety, the Program Manager will so inform the Chief of Protective Services and the Sheriff. It is agreed that, in such event, all parties will meet and confer in good faith to reach an agreed-upon resolution to the problem(s), which may then be presented to the respective parties' higher authorities and governing boards, if and as required.

Section XII: In all other terms and particulars, the Agreement between SamTrans and the County shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

SAN MATEO COUNTY TRANSIT DISTRICT

By: _____
General Manager

Date: _____

APPROVED AS TO FORM:

Attorney for SAMTRANS

Date: _____