

**FIRST AMENDMENT
TO AGREEMENT BETWEEN CITY OF EAST PALO ALTO
AND COUNTY OF SAN MATEO**

THIS FIRST AMENDMENT to the existing Agreement entered into on the 6th day of February, 2001, by and between the **CITY OF EAST PALO ALTO** 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 February 6, 2001, the parties entered into an Agreement [Resolution No. 64224] for provision of supplemental law enforcement and public safety communication services for a term ending June 30, 2002; 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 as follows:

AGREEMENT

1. Section One: TERM

Existing Section 1 of the Agreement, is replaced in entirety with the following:

The term of this Agreement shall be from July 1, 2000 through June 30, 2003. By mutual written agreement between both parties, this Agreement may be extended by a period of three (3) additional years through June 30, 2006, with payment amounts and any other conditions or service changes for said extended three (3) year term to be determined by mutual discussion and agreement between the parties. Said extension may be authorized by a written amendment approved and signed by the County Manager and City Manager.

2. Section Four: PAYMENTS

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

a. *In consideration for the County's furnishing the law enforcement services set forth in Exhibit A, City shall owe County the sum of:*

- *\$256,450 for Fiscal Year 2000-01 [July 1, 2000 through June 30, 2001]*
- *\$264,140 for Fiscal Year 2001-02 [July 1, 2001 through June 30, 2002]*
- *\$528,280 for Fiscal Year 2002-03 [July 1, 2002 through June 30, 2003]*

In consideration for the County's furnishing public safety communication services set forth in Exhibit B, City shall owe County the sum of:

- *\$433,270 for Fiscal Year 2000-01 [July 1, 2000 through June 30, 2001]*
- *\$454,940 for Fiscal Year 2001-02 [July 1, 2001 through June 30, 2002]*
- *\$473,138 for Fiscal Year 2002-03 [July 1, 2002 through June 30, 2003]*

In any event, total payment obligations by City to County under this Agreement shall not exceed:

- Six Hundred Eighty-Nine Thousand, Seven Hundred and Twenty Dollars [\$689,720] for Fiscal Year 2000-01
- Seven Hundred Nineteen Thousand and Eighty Dollars [\$719,080] for Fiscal Year 2001-02
- One Million, One Thousand, Four Hundred and Eighteen Dollars [\$1,001,418] for Fiscal Year 2002-03.

It is further agreed by both parties that in the event this Agreement is extended for an additional three (3) year term as provided for in Section 1, additional payment amounts for the additional three (3) year period shall be determined by mutual discussion and agreement between both parties, prior to execution of the extension.

3. Section Eight: NON-DISCRIMINATION

Existing Section 8 of the Agreement, is replaced in entirety with the following:

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors 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: i) termination of this Agreement; ii) disqualification of the Contractor 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 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 the 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 such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, Contractor 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.

4. The remaining provisions of the Agreement between the City of East Palo Alto and the County of San Mateo 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
*A Political Sub-division of the
State of California*

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

Date: _____

CITY OF EAST PALO ALTO

By: _____
Mayor, City Council

Date: 11/27/02

ATTEST:

Andrea C. Palermo
City Clerk, City of East Palo Alto

Date: 11/27/02