

# AGREEMENT

## - SUPPLEMENTAL LAW ENFORCEMENT SERVICES -

### BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY

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**THIS AGREEMENT**, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County."

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#### WITNESSETH

**WHEREAS**, pursuant to Government Code §§51300, County may contract with Town for the performance of town functions by the appropriate officers and employees of County; and

**WHEREAS**, Town is desirous of having the County provide basic law enforcement services through the Sheriff's Office and County Public Safety Communications, as hereinafter set forth, for and on behalf of Town, within the territorial limits of said Town, and the County is willing to perform such services:

**NOW, THEREFORE, IT IS HEREBY AGREED** as follows:

1. **EXHIBITS AND ATTACHMENTS.**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A - Services

Exhibit B - Payments and rates

2. **SERVICES TO BE PERFORMED BY COUNTY.**

In consideration of the payments set forth herein and in Exhibit "B," County shall provide law enforcement services, including law enforcement dispatch services to Town. Said services are described in Exhibit A.

3. **PAYMENTS.**

In consideration of the supplemental traffic enforcement services provided by County, Town shall make payments to County based on the rates and in the manner specified in Exhibit "B." In no event shall the Town's total fiscal obligation to County under this Agreement exceed **FIVE HUNDRED TWENTY THOUSAND, SEVEN HUNDRED FOUR DOLLARS AND NO CENTS, (\$520,704.00)**.

4. **TERM.**

This Agreement shall be in full force and effect from **JULY 1, 2006 TO JUNE 30, 2009**. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to July 1, 2006 for purposes of costs, charges, and payments by Town.

By mutual agreement of both parties, this Agreement may be extended for an additional three (3) years for an agreed upon compensation, through approval of an Amendment by the Town Council and the County Board of Supervisors.

To this end, Town shall notify County no later than January 1, 2009, of its intent to extend this Agreement and 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.

**5. RELATIONSHIP OF PARTIES**

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of Town or County employees will be affected by this Agreement.

**6. HOLD HARMLESS.**

- A. Town shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with Town's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- B. County shall indemnify and hold harmless Town from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of Town.
- C. If an action arises out of the concurrent negligence of Town and County, then liability for any damage in that action shall be apportioned between Town and County in accordance with the California law of comparative negligence.
- D. As used in this section, "County" means the County, its officers, agents, employees and servants.
- E. As used in this section, "Town" means the Town, its officers, agents, employees and servants.
- F. As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including Town and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of Town and County to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

**7. INSURANCE.**

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the Sheriff's Office and County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the

performance of the work of this Agreement.

- B. Liability Insurance. Town and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Town's and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified on the following page.

Such insurance shall include:

- 1) Comprehensive General Liability ..... \$5,000,000
- 2) Motor Vehicle Liability Insurance ..... \$5,000,000

**8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.**

- A. Section 504. Town and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.
- B. General Non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal Employment Opportunity. Town and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Town's and County's equal employment policies shall be made available to either party upon request.
- D. Violation of Non-discrimination Provisions. Intentional violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may result in termination of this Agreement, at the discretion of County, and /or legal action to recover from Town any Court-imposed damages incurred by County as a result of Town's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine Town's employment records with respect to compliance with this paragraph, and Town shall not unduly withhold authorization.
- E. Filing of Discrimination Complaints – Notification. Town shall report to the County Manager the filing by any person in any Court of California or regional Federal jurisdiction, 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, as relates directly to services provided by County to Town under this Agreement, within 30 days of such filing, provided that within such 30 days such entity has not notified Town 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. Town shall provide County with a copy of their response to the Complaint when filed.

- F. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Town 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.
- G. Other Statutory Compliance. Town shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth. All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
- H. Compliance with Contractor Employee Jury Service Ordinance. Town shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Town, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Town or that the Town deduct from the employees regular pay the fees received for jury service.

**9. RETENTION OF RECORDS.**

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or Town's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

Town and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

**10. MERGER CLAUSE.**

This Agreement, including the Exhibits hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties

**11. CONTROLLING LAW.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**12. NOTICES.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of COUNTY, to:**  
 San Mateo County Sheriff Office  
 ATTN: Sheriff  
 400 County Center  
 Redwood City, CA 94063

**In the case of TOWN, to:**  
 Town of Portola Valley  
 ATTN: Town Manager  
 765 Portola Road  
 Portola Valley, CA 94028

**13. FINES AND FORFEITURES.**

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to subparagraph (d) of paragraph (1) of Section 1463 of the Penal Code upon conviction or upon the forfeiture of bail following arrests made by the Sheriff or a Deputy Sheriff of the County for the commission of a misdemeanor within the territorial limits of Town.

**14. PENSION RIGHTS.**

There are now no employees of Town who perform the law enforcement services to be performed by employees of the County as herein provided, and there are no pension rights of any employee of Town to be provided for by virtue of this Agreement.

**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:**

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

**TOWN OF PORTOLA VALLEY**

By: \_\_\_\_\_  
Mayor, Town of Portola Valley

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

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

# **EXHIBIT A – SERVICES**

## **- SUPPLEMENTAL LAW ENFORCEMENT SERVICES -**

### **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY**

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*In consideration of the payments set forth in Exhibit B, County shall provide Town with the following services:*

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**1. SUPPLEMENTAL LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.**

The State of California annually determines the level of appropriation, and distribution of same to local jurisdictions, for the Supplemental Law Enforcement Services Fund (SLESF), commonly known as “State COPS Funding.” Statutorily, these funds must be expended for additional law enforcement services.

Through the State COPS Funding, County shall provide Town supplemental traffic enforcement services. Supplemental traffic enforcement services shall be shared evenly and exclusively between the Town of Portola Valley and the Town of Woodside.

**A. BASIC SERVICES.**

The Sheriff will assign:

- two (2) day-shift Patrol deputy positions; and
- one (1) vehicle.

The assigned deputies will provide traffic enforcement and emergency response services, working within the boundaries of both towns at all times, unless temporarily responding to a Priority One dispatch call to aid other deputies working in the general area. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff’s Office or by County Public Safety Communications.

For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

**B. SPECIFIC SERVICES.**

- 1) Pro-active traffic and bicycle law enforcement.
- 2) Radar and radar trailer deployment.
- 3) Parking and related code enforcement.
- 4) Other traffic-related activities.

**2. SELECTION / SUPERVISION OF PERSONNEL.**

The selection, control, and supervision of the personnel providing the services mentioned herein shall be exercised solely by the Sheriff and/or his designee.

Replacement of absent personnel assigned under this Agreement shall be provided by the Sheriff within 30 days in accordance with established Sheriff’s Office Standards of Practice.

**3. REPORTS.**

The Sheriff’s representative shall report periodically to the Town Council and/or Town Safety Committee, at the Town Manager’s discretion, all violations of law within its borders coming to his attention. The Sheriff shall also provide quarterly statistical reports to the Town.

**4. UNIFORMS & INSIGNIA.**

The sworn personnel performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties. Similarly, patrol vehicles used by officers assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office. If the Town should desire any customization of uniforms or insignia relative to services provided, the Town shall notify Sheriff of same, and the Sheriff in his sole discretion may decide whether it is feasible and agreeable to do so. In that case, the cost of modification to uniforms and/or insignia shall be borne by the Town.

**5. SPECIAL PATROL SERVICE COSTS.**

Special patrol services and costs are defined and covered under a separate Agreement between Town and County, and are not part of this Agreement.

**6. TOWN OBLIGATIONS.**

Town shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial service, telephone, light, water and other utilities, in order for the Sheriff to maintain a small substation office in the Town Center. It is expressly further understood that such quarters may be used by the Sheriff or the County of San Mateo in connection with the performance of duties in territory outside of Town, and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to Town.

Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of Town, the same shall be supplied by said Town at its own cost and expense.

**7. STATE COPS FUNDING.**

- A. Since 2001, the Town of Portola Valley has received an appropriation of \$100,000 from the State COPS Fund and elects to apply these funds and a lesser amount of supplemental Town funds towards the cost of supplemental day-shift traffic patrol service.
- B. The Town shall undertake and be responsible for all legislative and fiscal activities required under SLESF, which include but are not necessarily limited to Town Council adoption of the required annual Resolution; as well as annual fiscal reporting to the County Controller's Office by the due date specified by that office; and any additional programmatic reporting to the State or to the County as may be required regarding the use of funds, and benefits of services provided thereto.
- C. Future Year Cops Funding & Service Reduction Options.  
As set forth in this exhibit, in the event State COPS Funding, which is annually appropriated by the Legislature, should in a future fiscal year be proposed by the Governor to be reduced below the current \$100,000 per Town, or be eliminated altogether, the Town and the Sheriff's Office shall meet prior to the adoption of the State budget and decide upon a course of action for the upcoming fiscal year. The Sheriff shall provide the Town with cost and service options for either reducing the supplemental traffic deputy service or eliminating it altogether, based on the level of reduction in State COPS funding; available Town funding; and the Town Council's desire. This Agreement, and the related modified charges to Town for supplemental COPS traffic services, may then be amended by the mutual decision of both parties. Said amendment may be authorized in the form of a written Amendment to this Agreement, approved and signed by the Sheriff and the Town Manager.



# **EXHIBIT B – PAYMENTS & RATES**

## **- SUPPLEMENTAL LAW ENFORCEMENT SERVICES -**

### **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY**

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*In consideration of the services described in Exhibit A, Town shall pay County based on the following fee schedule:*

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#### **1. SUPPLEMENTAL STATE COPS FUNDING.**

Currently, both the Town of Woodside and the Town of Portola Valley receive supplemental State COPS funding, which is used for supplemental law enforcement services:

- A. Woodside - \$100,000.00
- B. Portola Valley - \$100,000.00

#### **2. CHARGES FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES.**

Charges for supplemental services, as defined in Exhibit A, are inclusive of both State COPS and supplemental Town funding.

##### **A. SUPPLEMENTAL LAW ENFORCEMENT.**

- FY 2006/07 - \$162,320.00
- FY 2007/08 - \$173,334.00
- FY 2008/09 - \$185,050.00

#### **3. PAYMENTS.**

Total FY Payments below to be paid quarterly.

##### **A. Total charges for FY 2006/07 are \$162,320.00 to be paid in quarterly amounts as follows:**

- \$40,580.00 due on or before September 30, 2006.
- \$40,580.00 due on or before December 31, 2006.
- \$40,580.00 due on or before March 31, 2007.
- \$40,580.00 due on or before June 30, 2007.

##### **B. Total charges for FY 2007/08 are \$173,334.00, to be paid in quarterly amounts as follows:**

- \$43,333.50 due on or before September 30, 2007.
- \$43,333.50 due on or before December 31, 2007.
- \$43,333.50 due on or before March 31, 2008.
- \$43,333.50 due on or before June 30, 2008.

##### **C. Total charges for FY 2008/09 are \$185,050.00, to be paid in quarterly amounts as follows:**

- \$46,262.50 due on or before September 30, 2008.
- \$46,262.50 due on or before December 31, 2008.
- \$46,262.50 due on or before March 31, 2009.
- \$46,262.50 due on or before June 30, 2009.

**4. INVOICING / BILLING.**

**A. INVOICING.**

On a quarterly basis in accordance with Section 2 above, Sheriff's Office Fiscal Services shall submit to Town an invoice at the end of the third month of each quarter.

- 1) Questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Manager at (650) 363-1842 or be mail to:

San Mateo County Sheriff's Office  
Fiscal Services Bureau Manager  
Hall of Justice, 3<sup>rd</sup> Floor  
400 County Center  
Redwood City CA 94063

**B. PAYMENT DUE.**

Payment from Town shall be made to County by the end of said month, or within 30 days of receipt of invoice in event of a billing delay.

**C. PAYMENT DISTRIBUTION.**

The Sheriff's Office Fiscal Services Bureau shall be responsible for internal distribution of payments received from Town between the Sheriff and County Public Safety Communications.