

# AGREEMENT

## - BASIC 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 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 **ONE MILLION TWO HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$1,266,720.00).**

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 purposed 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's 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

## 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. DESCRIPTION OF LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.

County shall provide law enforcement services, including law enforcement dispatch services, to Town. 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.

The parties agree that the County may provide a greater level of service as is appropriate and necessary to respond to emergent law enforcement circumstances and situations, and that this determination shall be at the sole discretion of the County Sheriff.

The incorporated limits of Town may be part of a portion of a larger Sheriff's beat, the boundaries of said beat or beats to be determined by the Sheriff. Notification of Town shall be made by the Sheriff prior to any change in beat structure of the patrol servicing Town. Should Town desire to receive any service from the Sheriff not specifically listed above, it shall so notify Sheriff in writing.

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.

#### A. BASIC / SPECIFIC SERVICES.

- 1) Township-wide patrol services on a 24 hour, seven-days a week basis.
- 2) Public Safety Dispatch 24 hour, seven-days a week.
- 3) Basic traffic and bicycle law enforcement.
- 4) Parking enforcement and citation processing services.
- 5) Special security details (*i.e., bicycle and running events, 4<sup>th</sup> of July Parade, Presidential visits, Noon-time Riders bicycle group travel monitoring & enforcement, rodeos, King's Mountain Arts Fair, farmers markets, etc.*)
- 6) Crime reports, investigation, surveillance and apprehension and arrest of suspects.
- 7) Transportation of suspects to County jail.
- 8) Presentations and participation at various Town meetings and neighborhood groups.
- 9) Crime prevention activities.
- 10) Quarterly statistical reports.

#### B. SPECIAL / ADDITIONAL SERVICES.

- 1) K-9 Deputy available for special services.
- 2) Emergency manpower availability during emergency situations.
- 3) School Resource Officer assigned to local schools.
  - D.A.R.E. Programs.
    - Sober Graduations.
    - Government classes.
    - Counseling.
    - Other courses available.

- 4) Special investigative services.
  - Narcotics Task Force (NTF)
  - Vehicle Theft Task Force (VTTF).
  - High-tech Crime Task Forces (REACT).
    - The Sheriff will provide these services on behalf of the Town, and the payments made to the County under this agreement include compensation for NTF, VTTF and REACT services. Therefore, the Town will not be a signatory to any other agreements for NTF, VTTF or REACT services.
- 5) Search and rescue services.
- 6) Emergency Service Bureau services.
  - Short-term traffic control (parades, community and special events.)
  - Presidential visits/events.
  - Bomb Squad.
  - Hostage negotiations / SWAT.
- 7) Press Releases and media support.

**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.

**A. ASSIGNED PERSONNEL.**

- 1) Six (6) Patrol positions (joint area coverage for Towns of Woodside, Portola Valley, and unincorporated area) on a 24 x 7 basis.
  - Day Shift::
    - one (1) deputy.
    - one (1) car.
  - Night Shift / Peak Periods:
    - two (2) deputies.
    - two (2) cars.
- 2) One (1) detective.

**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. SUPPLEMENTAL LAW ENFORCEMENT SERVICES – STATE COPS FUNDING.**

State COPS funded supplemental law enforcement services are defined and covered under a separate Agreement between Town and County, and are not part of this Agreement.



**6. SPECIAL PATROL SERVICE COSTS.**

If Town so requests, the Sheriff may assign deputies at times other than the deputies' work shift for a specific police patrol. If the Sheriff does so assign deputies, Town will reimburse County at the prevailing overtime rate paid to deputies, and shall reimburse County for each mile traveled by a patrol vehicle at the then County established rate. Any such payments will be in addition to those set forth in Exhibit B of this Agreement.

Overtime will include time for the specific police patrol plus any overtime required to attend court hearings relating to the specific police patrol. If a deputy so assigned to special patrol is called off this patrol to respond to other Sheriff's business, the mileage and personnel costs of this time away from the special patrol will not be billed to Town. All amounts paid by Town pursuant to this paragraph are over and above the amount stated in Exhibit B of this Agreement.

**7. 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.

# EXHIBIT B – PAYMENTS & RATES

## 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 (does not include Special Patrol Costs, described in Section 6 of Exhibit A):*

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### 1. **CHARGES FOR SERVICES.**

The Town shall pay County for Service as calculated based on the formulas set forth herein.

#### A. **BASIC LAW ENFORCEMENT.**

- FY 2006/07 - \$364,155
- FY 2007/08 - \$382,242
- FY 2008/09 - \$412,317

#### B. **DISPATCH SERVICES.**

- FY 2006/07 - \$34,828
- FY 2007/08 - \$35,872
- FY 2008/09 - \$37,306

### 2. **PAYMENTS.**

Total FY Payments below are a combined total of law enforcement (Section A. above) and dispatch services (Section B. above), to be paid quarterly.

A. Total charges for FY 2006/07 are \$398,983.00, to be paid in quarterly amounts as follows:

- \$99,745.75 due on or before September 30, 2006.
- \$99,745.75 due on or before December 31, 2006.
- \$99,745.75 due on or before March 31, 2007.
- \$99,745.75 due on or before June 30, 2007.

B. Total charges for FY 2007/08 are \$418,114.00, to be paid in quarterly amounts as follows:

- \$104,528.50 due on or before September 30, 2007.
- \$104,528.50 due on or before December 31, 2007.
- \$104,528.50 due on or before March 31, 2008.
- \$104,528.50 due on or before June 30, 2008.

C. Total charges for FY 2008/09 are \$449,623.00, to be paid in quarterly amounts as follows:

- \$112,405.75 due on or before September 30, 2008.
- \$112,405.75 due on or before December 31, 2008.
- \$112,405.75 due on or before March 31, 2009.
- \$112,405.75 due on or before June 30, 2009.

### **3. 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.