
AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO

THIS AGREEMENT, entered into on the ____ day of _____, 2008, by and between the **COUNTY OF SAN MATEO**, hereinafter referred to as "County," and the **CITY OF EAST PALO ALTO**, hereinafter referred to as "City."

WITNESSETH

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

WHEREAS, City 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 City, within the territorial limits of said City, 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 – Law Enforcement Services

Exhibit B – Public Safety Communications

Exhibit C – Payments and rates

2. SERVICES TO BE PERFORMED BY COUNTY.

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

3. PAYMENTS.

In consideration of the services provided by County, City shall make payments to County based on the rates and in the manner specified in Exhibit "C." In no event shall the City's total fiscal obligation to County under this Agreement exceed **ONE MILLION THREE HUNDRED FIFTY-THREE THOUSAND & FIFTY-FOUR DOLLARS (\$1,353,054)**.

4. TERM.

This Agreement shall be in full force and effect from **JULY 1, 2007 TO JUNE 30, 2008**. This Agreement may be extended by way of a written amendment approved and signed by both parties.

This Agreement may be terminated by City, Sheriff or Sheriff's designee without a requirement of good cause upon sixty (60) days written notice to the other party.

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 City or County employees will be affected by this Agreement.

6. HOLD HARMLESS.

- A. City 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 City'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 City 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 City.
- C. If an action arises out of the concurrent negligence of City and County, then liability for any damage in that action shall be apportioned between City 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, "City" means the City, 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 City and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of City 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. City 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 City'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. City 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. City 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. City'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 City any Court-imposed damages incurred by County as a result of City's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine City's employment records with respect to compliance with this paragraph, and City shall not unduly withhold authorization.
- E. Filing of Discrimination Complaints – Notification. City 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 City under this Agreement, 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 their response to the Complaint when filed.

- F. Compliance with Equal Benefits Ordinance. 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.
- G. Other Statutory Compliance. City 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. City 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 City, 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 City or that the City 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 City'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.

City 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 CITY, to:

City of East Palo Alto
 ATTN: Police Chief
 2415 University Avenue
 East Palo Alto, CA 94303

13. FINES AND FORFEITURES.

City shall be entitled to the total fines and forfeitures to which City 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 City.

14. PENSION RIGHTS.

There are now no employees of City 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 City 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

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

CITY OF EAST PALO ALTO

BY: _____
CITY MANAGER

DATE: _____

ATTEST:

BY: _____
CITY CLERK

DATE: _____

EXHIBIT A

LAW ENFORCEMENT SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO

In consideration of the payments set forth in Exhibit C, County shall provide City with the following services:

I. PATROL SERVICES

- A. Sheriff will assign the following personnel to provide Patrol duties and work collaboratively with City's Chief of Police:
- For the period July 1, 2007 through October 31, 2007, One (1) Sergeant; and four (4) Deputies;
 - For the period November 1, 2007 through March 31, 2008, One (1) Sergeant; and two (2) Deputies;
 - For the period April 1, 2008 through June 30, 2008, no staff shall be assigned to this duty.
- B. SERGEANT'S ROLES/RESPONSIBILITIES.
1. Sheriff's Sergeants - Sheriff's Patrol Sergeants will be available after hours and on the weekends to assist with any immediate issues involving Sheriff's personnel. All other non-urgent issues will be referred to the Sheriff's Bayside Patrol Commander for resolution as soon as possible.
 2. East Palo Alto PD Sergeants - Deputies will take directions from the East Palo Alto PD Sergeants while assigned to the City of East Palo Alto. Any conflicts (unresolved) will immediately be reported to a Sheriff's Patrol Sergeant or management representative for resolution.
- C. Staffing / Assignments / Scheduling.
1. Daily Reporting / Scheduling - Deputies shall report to East Palo Alto Police Department on-time for their assigned shift. Deputies must advise the on-duty East Palo Alto PD supervisor, as soon as possible, if they are going to be late for their assigned shift or out sick.
 2. Work Days & Hours - Deputies assigned to East Palo Alto PD will work 12 hour days. The days off and work hours will be mutually agreed upon by both parties, taking into consideration the needs of the City.
 3. Overtime Rate - The deputy sheriff overtime rate is set at \$67.00 per hour. Sheriff's deputies will not be required to work mandatory overtime unless they are already on duty and deemed an emergency by an East Palo Alto PD Supervisor.
 4. Orientation Period - If necessary, deputies will initially ride with an East Palo Alto PD officer to show him/her the city, police facility, city staff, and the use of the RMS system.
 5. Removal of Sheriff's Personnel - Deputies assigned to East Palo Alto PD understand that their assignment is temporary and East Palo Alto PD or the Sheriff's Office may remove a deputy and have him/her returned to the Sheriff's Office with or without cause.

- D. Personnel Issues; Citizens Complaints, Internal Affairs Investigations.
All citizen complaints and internal affairs investigations involving Sheriff's deputies will be referred to the Sheriff's Office of Professional Standards Unit. If the event also involves an East Palo Alto Police Department officer, the County will work collaboratively with City consistent with AB301 and the Peace Officer Bill of Rights (POBOR).
- E. Policies / Procedures.
Deputies will follow and be subject to the Sheriff's Office General Orders & Procedures manual while assigned to City. Any conflicts will immediately be brought to the attention of the East Palo Alto PD supervisor as soon as possible by the Deputy.
If the conflict cannot be resolved, the Deputy will follow the Sheriff's Office General Orders & Procedures. Sheriff's management will meet with East Palo Alto PD to resolve any conflicts. Sheriff's management will review all pursuits, accidents, and uses of force initiated by deputies in accordance with existing Sheriff's Operations Division Policy.
Both parties agree that there will be a mutual and free exchange of reports and memoranda that concern services provided by the Sheriff to City.
- F. Vehicles / Uniforms.
Sheriff's deputies assigned to East Palo Alto PD will drive City Police Department vehicles.
Sheriff's personnel performing law enforcement services shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties, and except as specified herein, shall use their duty weapons issued by the San Mateo County Sheriff.
- G. Locker Facilities.
The East Palo Alto PD will provide locker facilities for male and female deputies assigned to City.
- H. Other Equipment.
Any other equipment (radios, flashlights etc.) owned by East Palo Alto PD may be issued (loaned) to Sheriff's personnel as determined by East Palo Alto PD. Any equipment loaned by East Palo Alto to Sheriff's personnel will be maintained by East Palo Alto in good working order. Any special equipment (rifles) requiring certification or qualification must also be authorized by Sheriff's management. No Tasers will be provided or used by Sheriff's personnel at this time.
- I. Radio Use / Designation.
Deputies will use East Palo Alto PD's radio frequency and unit designator determined by the City.
- J. Use of Records Management System (RMS).
Deputies will be trained on how to use East Palo Alto PD's RMS system. All reports will be done on East Palo Alto PD forms.
- K. Citations.
Deputies will use East Palo Alto PD citations for all traffic and misdemeanor criminal citations. The citations will remain at East Palo Alto PD and be forwarded to Court by East Palo Alto PD personnel.
Where special supplies, stationery, notices, forms, and the like must be issued in the name of City, the same shall be supplied by said City at its own cost and expense.

- L. Subpoenas.
All subpoenas for said deputies will be directed to the Sheriff's Office for service.
- M. Bookings / Case Filings.
Deputies will book prisoners and/or file all criminal cases under East Palo Alto PD (#4127) designator unless otherwise advised. The East Palo Alto PD Court Officer will be the primary contact person for all filings with the San Mateo County District Attorney's Office.
- N. Management Oversight.
Management representatives from East Palo Alto PD and the Sheriff's Office will meet every two weeks (or sooner, if necessary) to discuss the deployment and make any necessary changes.
- O. Workers' Compensation.
The Sheriff's Office will be responsible for workers' compensation for its deputies. East Palo Alto PD will notify the Sheriff's Office as soon as possible of any injuries sustained by Sheriff's personnel. A Sheriff's Patrol or Administrative Sergeant will respond to East Palo Alto PD and/or hospital to complete the necessary workers' compensation paperwork.
- P. Union Considerations.
Any union issues brought up by either party's personnel will immediately be brought to the attention of the party's management for resolution.

II. SELECTION OF PERSONNEL.

The selection, supervision, and control of personnel providing services described herein shall be exercised by the Sheriff of under Sheriff's discretion. The Sheriff shall notify City of changes in personnel who provide law enforcement services mentioned herein.

III. REPORTS.

Responsibility to prepare public reports regarding crime and crime-reduction activities within the City shall rest solely on the City's Chief of Police.

IV. UNIFORMS.

The Sheriff's Office shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties.

V. MAINTENANCE OF EFFORT.

City agrees to continue providing local funding for Public Safety at the same or a high proportionate local funding level than it has in Fiscal Year 2006-07 during the term of this Agreement.

VI. ADMINISTRATIVE COORDINATION.

- A. The Sheriff shall designate a management representative as liaison with City's Chief of Police or designate, with respect to services provided under this Agreement.
 - 1. Said representative shall maintain regular communications with City's Chief and his/her command staff, by telephone and in-person, to ensure effective delivery of services provided under this Agreement, and shall be available to meet with City's Chief of Police and/or his/her command staff as required.
 - 2. Said representative will regularly communicate with Sheriff's personnel assigned under this Agreement, to help ensure the proper allocation of resources and prompt resolution of emergent issues.

- B. Both parties agree that there will be a mutual and free exchange of reports and memoranda that concern services provided by the Sheriff to City, including continued access to the City's Records Management System (RIMS).
- C. Sheriff agrees to meet with City's Chief of Police, upon City's request, to discuss particular issues that may occur relating to this Agreement, or the services provided therein.

EXHIBIT B

PUBLIC SAFETY COMMUNICATION SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO

In consideration of the payments set forth Contractor shall provide the following services:

I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATION SERVICES PROVIDED BY COUNTY.

- A. County shall provide City's Police Department with:
1. Telephone answering.
 - a) However, County will not be responsible for answering any of City's Police non-emergency, administrative telephones.
 2. Personnel notification.
 3. Equipment dispatching, including automated status keeping, and associated activity reports and inquiries.
 4. Notification/call-alert by activating digital pager equipment.
 5. County's Computer Aided Dispatch (CAD) equipment will be accessed upon receipt of a call for service, whereby the call information will be transmitted via CAD to the digital pager, which is in-turn assigned to the appropriate field unit(s).
- B. County shall provide City's Police Department with the aforementioned services twenty-four (24) hours a day, three hundred sixty-five (365) days per year.
1. Ensure law enforcement dispatchers have attended a minimum of twenty-four (24) hours every twenty-four (24) months of law enforcement training in order to remain proficient and capable of providing services that meet or exceed the needs and standards of the division.
 2. City shall have direct access to "SMARTS" twenty-four (24) hours a day, three hundred sixty-five (365) days a year. This access will provide information from:
 - NLETS (National Law Enforcement Telecommunications Systems)
 - CLETS (California Law Enforcement Telecommunications System)
 - PIN (Police Information Network)
 - CJIS (Criminal Justice Information System)
 - Networks associated to DMV (Department of Motor Vehicles).
 3. CHS (Criminal History System) access will not be available to City through this Agreement. This access is for the dispatch function only, not for the purposes of the Police Department's records and/or administrative purposes.

II. RESPONSIBILITIES OF COUNTY.

- A. Provide working space and facilities overhead costs at the County facility for the personnel and equipment described in this Agreement.

- B. Provide and maintain telephone equipment to accommodate the East Palo Alto Police Department's 9-1-1 and seven (7) digit emergency telephone volume.
- C. Provide and maintain radio console equipment within the Communications Center to effect radio transmissions from the Communications Center to the East Palo Alto mobile and portable cites, on the frequencies designated by the Department.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to East Palo Alto Police related radio and telephone incidents. All radio frequencies or telephone lines used for East Palo Alto Police business in the Communications Center operation (not Administrative Offices) shall be recorded.
- E. Serve as 9-1-1 PSAP (Public Safety Answering Point) and ensure that an alternative 9-1-1 site is established and lines are maintained in compliance with rules, policies, and regulation of the State of California 9-1-1 Program, should the Center's 9-1-1 system fail.
- F. The geographic file of City's Police Department's response areas needed for CAD will be jointly maintained by the County and City's Police Department.
- G. Update wants and warrants after established business hours via the automated computer system in accordance to state, local, and departmental policy.
- H. Host periodic liaison meetings that include line supervisors and/or management representatives of each agency in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operation of the East Palo Alto Police Department.
- J. Will accommodate the East Palo Alto Police Department with communications/dispatch services that necessitate additional communications center staffing above and beyond the designated staffing of one (1) twenty-four (24) hour console (Special Details). Pass through costs not to exceed the overtime rate of a Supervising Communications Dispatcher will be invoiced to the City for actual hours worked.
- K. Provide a general business telephone number that can be used for official business of the East Palo Alto Police personnel in order to communicate directly with the designated police dispatcher.
- L. Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to City police field units.

III. RESPONSIBILITIES OF CITY.

- A. At its own facility, provide personnel to answer and coordinate incoming business and other non-emergency calls.
 - 1. City will provide a recording for its business telephone lines which will inform callers that emergency calls should be directed to 9-1-1 and non-emergency, business calls should be made on the following business day.
- B. Require its officers to respond to the City's Police station upon request of the County Communications Center to reference original case files and other hard copy documents for purposes of vehicle release, recovered property "hits" and other case-related incidents.

- C. Insure that its officers learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or its simply an understood practice.
- D. Manager of County's Dispatch Center shall enjoy a direct line of communication with designated City's Police Department's Patrol Commander and supervisory personnel in matters of radio traffic manner and procedures, intra-personal relationships and CRO/police officer and communications procedure matters.
 - 1. In the event of conflicting policies, procedures and other patrol/dispatch related matters between City and County, or between the supervisory personnel of City and County, City's ranking supervisory person on-duty at the time of the conflict shall have the overriding voice.
- F. Maintain all necessary telephone lines for digital/computer communications between the County and the East Palo Alto Police Department.
- G. City's Police Department shall ensure that the radio equipment is operating in an acceptable manner that is free from static, squelch and interference.
- H. Provide County at least thirty (30) days notice of any operations changes that affect its response.

EXHIBIT C

PAYMENTS & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO

In consideration of the services described in Exhibits A and B, City shall pay County based on the following fee schedule:

1. **CHARGES FOR SERVICES.**

The City shall pay County for services as set forth herein.

- A. In consideration for County's furnishing of law enforcement services set forth in Exhibit A, City shall pay County the sum of \$567,402 for Fiscal Year 2007-08.
- B. In consideration for County's furnishing of public safety communication services set forth in Exhibit B, City shall pay County the sum of \$785,652 for Fiscal Year 2007-08.
- C. Charges for City's use of the Coyote Point Range are separate from this contract.
- D. In the event this Agreement is amended to extend the initial term, payment amounts shall be determined by mutual discussion and agreement between the parties prior to execution of the extension.
- E. In addition to the services and payments described in this Agreement, the City will pay County for supplemental major crimes and homicide investigation support provided by the Sheriff's Investigations Bureau, at the rate of \$67 per hour. The level of said major crimes investigation support shall be mutually determined between the City Police Chief and the Sheriff or Sheriff's designee, on a case-by-case basis.

2. **PAYMENTS.**

Total FY Payments below are a combined total of Section 1 above, to be incurred quarterly.

- A. Total charges for FY 2007/08 are **\$1,353,054** to be incurred in quarterly amounts as follows:
 - \$437,474 due on or before September 30, 2007.
 - \$375,162 due on or before December 31, 2007.
 - \$344,005 due on or before March 31, 2008.
 - \$196,413 due on or before June 30, 2008.

3. **INVOICING / BILLING.**

A. **INVOICING.**

Collection of charges shall be quarterly by invoice, or pursuant to Section Six of this Exhibit, in December 2007 (Quarters 1 and 2) and April, 2008 (Quarters 3 and 4), respectively.

- 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, 3rd Floor
400 County Center

B. PAYMENT DUE.

Payment from City shall be due to County by the end of each quarterly period, or within 30 days of receipt of invoice in event of a billing or collection delay. Payments may be collected pursuant to the process set forth in Section Six.

C. PAYMENT DISTRIBUTION.

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

4. COYOTE POINT FIRING RANGE.

City will be responsible for reimbursement of fees for the use of the Coyote Point Firing Range. Any said costs are not a part of this Agreement and will be in addition to payments specified in Sections 1 and 2 above. The range Fee for Fiscal Year 2207-08 is \$102 per qualifying officer using the Range.

5. GRANT FUNDING.

City and County agree that County or Sheriff will not apply for any grant funding based upon Sheriff's participation in City and/or using City's statistics without collaboration with City and participation by the City in any grant awards based upon such application(s).

6. PROPERTY TAX.

The County Controller shall pay, and City does specifically authorize the Controller to pay, the amounts owed to the County from property tax receipts, other than taxes from the supplemental roll, that would otherwise be payable by the County to the City of East Palo Alto not later than December 15 and not later than April 15 of the Fiscal Year in which payments become due (hereinafter "payment date(s)"). Controller shall make such payment(s) to County prior to making any other payments to City or any other person or entity. Notwithstanding the above, the parties agree that County may, at its option, choose to postpone to a later payment date any payment from tax receipts due under this Agreement.