

# SECOND AMENDMENT

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF WOODSIDE

This Second Amendment to the Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter called "COUNTY," and the **TOWN OF WOODSIDE**, a general law city in the County of San Mateo, State of California, hereinafter called "TOWN."

### WITNESSETH

**WHEREAS**, the parties previously entered into an Agreement [Resolution No. 068376] on November 7, 2006 for provision of basic law enforcement services through the Sheriff's Office and County Public Safety Communications; and

**WHEREAS**, the parties subsequently approved Amendment No. 1 to the Agreement on June 21, 2007, for provision of adding motorcycle patrol services; and

**WHEREAS**, it is now the mutual desire and intent of the parties to make further modifications and amendments providing for an additional three (3) year term to June 30, 2012, increasing the contractual maximum by \$3,894,572 from \$3,136,188 to \$7,030,760; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES** that the existing Agreement is hereby amended, by reference to Sections of the original Agreement and Exhibits as follows:

1. Section 1, Exhibits and Attachments, of the Agreement is hereby amended to read 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 & Rates (**Revised: June 2009**)

2. Section 3, Payments, of the Agreement is hereby amended to read as follows:

**3. PAYMENTS.**

In consideration of the services provided to Town by County under this agreement, 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 **SEVEN MILLION THIRTY THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$7,030,760.00), which amount shall be exclusive of Booking Fees, Jail Access Fees, or Forensic Laboratory Fees.**

3. Section 4, Term, of the original Agreement is hereby amended to read as follows:

**4. TERM.**

This Agreement shall be in full force and effect from JULY 1, 2006 TO **JUNE 30, 2012.**

4. Exhibit B - Payments & Rates, of the Agreement is hereby amended and attached hereto as “**Exhibit B - Payments & Rates (Revised: June 2009).**”
5. These amendments are hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

**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 WOODSIDE**

BY: \_\_\_\_\_  
MAYOR, TOWN OF WOODSIDE

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
TOWN CLERK

# EXHIBIT B – PAYMENTS & RATES

(REVISED: JUNE 2009)

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF WOODSIDE

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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 - \$570,241
- FY 2007/08 - \$614,804
- FY 2008/09 - \$656,977
- **FY 2009/10 - \$715,233**
- **FY 2010/11 - \$773,159**
- **FY 2011/12 - \$835,987**

#### B. MOTORCYCLE PATROL SERVICES.

- FY 2006/07 - \$178,810
- FY 2007/08 - \$185,962
- FY 2008/09 - \$191,541
- **FY 2009/10 - \$207,661**
- **FY 2010/11 - \$224,479**
- **FY 2011/12 - \$242,720**

#### C. DISPATCH SERVICES.

- FY 2006/07 - \$70,021
- FY 2007/08 - \$72,122
- FY 2008/09 - \$75,006
- **FY 2009/10 - \$77,204**
- **FY 2010/11 - \$79,520**
- **FY 2011/12 - \$81,906**

#### D. SUPPLEMENTAL LAW ENFORCEMENT SERVICES.

*Inclusive of both State COPS and supplemental Town funding:*

- FY 2006/07 - \$162,320
- FY 2007/08 - \$173,334
- FY 2008/09 - \$185,050
- **FY 2009/10 - \$198,270**
- **FY 2010/11 - \$218,279**
- **FY 2011/12 - \$240,155**

## 2. PAYMENTS.

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

- A. Total charges for FY 2006/07 are \$981,392.00, to be paid in quarterly amounts as follows:
- \$245,348 due on or before September 30, 2006.
  - \$245,348 due on or before December 31, 2006.
  - \$245,348 due on or before March 31, 2007.
  - \$245,348 due on or before June 30, 2007.
- B. Total charges for FY 2007/08 are \$1,046,222 to be paid in quarterly amounts as follows:
- \$261,555.50 due on or before September 30, 2007.
  - \$261,555.50 due on or before December 31, 2007.
  - \$261,555.50 due on or before March 31, 2008.
  - \$261,555.50 due on or before June 30, 2008.
- C. Total charges for FY 2008/09 are \$1,108,574 to be paid in quarterly amounts as follows:
- \$277,143.50 due on or before September 30, 2008.
  - \$277,143.50 due on or before December 31, 2008.
  - \$277,143.50 due on or before March 31, 2009.
  - \$277,143.50 due on or before June 30, 2009.
- D. **Total charges for FY 2009/10 are \$1,198,368 to be paid in quarterly amounts as follows:**
- **\$299,592 due on or before September 30, 2009.**
  - **\$299,592 due on or before December 31, 2009.**
  - **\$299,592 due on or before March 31, 2010.**
  - **\$299,592 due on or before June 30, 2010.**
- E. **Total charges for FY 2010/11 are \$1,295,436 to be paid in quarterly amounts as follows:**
- **\$323,859 due on or before September 30, 2010.**
  - **\$323,859 due on or before December 31, 2010.**
  - **\$323,859 due on or before March 31, 2011.**
  - **\$323,859 due on or before June 30, 2011.**
- F. **Total charges for FY 2011/12 are \$1,400,768 to be paid in quarterly amounts as follows:**
- **\$350,192 due on or before September 30, 2011.**
  - **\$350,192 due on or before December 31, 2011.**
  - **\$350,192 due on or before March 31, 2012.**
  - **\$350,192 due on or before June 30, 2012.**

## 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.

4. **BOOKING / JAIL ACCESS / FORENSIC LABORATORY FEES.**

- A. If at any future date during the Agreement period, it is determined by the County that Town will be responsible for reimbursement of Booking Fees, **Jail Access Fees**, or Forensic Laboratory Fees to the County, Town will be billed and responsible for payment of the prevailing rates for such services to County. Any said costs will be in addition to payments specified in Sections 1 and 2 above.