

FIRST AMENDMENT

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

- **BASIC LAW ENFORCEMENT SERVICES** -

This First 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 PORTOLA VALLEY**, 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, it is now the mutual desire and intent of the parties to make modifications and amendments providing for an additional three (3) year term to June 30, 2012, increasing the contractual maximum by \$1,642,935, from \$1,266,720 to \$2,909,655; 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 **TWO MILLION NINE HUNDRED NINE THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS AND NO CENTS (\$2,909,655.00)**, which amount shall be exclusive of **Booking Fees, Jail Access Fees, or Forensic Laboratory Fees.**

3. Section 4, Term, of the 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. Subsection B. Special / Additional Services, of Section I., in Exhibit A of the Agreement is hereby amended to read as follows:

B. SPECIAL / ADDITIONAL SERVICES.

- 1) K-9 Deputy available for special services.
- 2) **The Sheriff's Office will designate personnel during an emergency to assist the Town in managing the emergency situation.**
- 3) School Resource Officer assigned to local schools.
 - D.A.R.E. Programs.
 - Sober Graduations.
 - Government classes.
 - Counseling.
 - Other courses available.

5. Section 2, Selection / Supervision of Personnel, in Exhibit A of the Agreement is hereby amended to read as follows:

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.

The Sheriff and/or his designee shall notify Town of changes in the personnel who provide the law enforcement service mention herein. If Town is not satisfied with the performance of County personnel assigned to this Agreement, Town may notify County. County shall evaluate Town's concerns and consider making personnel changes as may be appropriate.

The Sheriff and/or his designee agree to work collaboratively with Town in assignment of and changes in personnel. Personnel assignments will be reviewed with Town for approval, except in the event of emergency response situations.

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.

6. Exhibit B - Payments & Rates, of the Agreement is hereby amended and attached hereto as "**Exhibit B - Payments & Rates (Revised: June 2009).**"

7. 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 PORTOLA VALLEY

BY: _____
MAYOR, TOWN OF PORTOLA VALLEY

DATE: _____

ATTEST:

BY: _____
TOWN CLERK

EXHIBIT B – PAYMENTS & RATES

(REVISED: JUNE 2009)

- BASIC LAW ENFORCEMENT SERVICES - AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY

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):

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
- **FY 2009/10 - \$460,124**
- **FY 2010/11 - \$506,558**
- **FY 2011/12 - \$557,325**

B. DISPATCH SERVICES.

- FY 2006/07 - \$34,828
- FY 2007/08 - \$35,872
- FY 2008/09 - \$37,306
- **FY 2009/10 - \$38,477**
- **FY 2010/11 - \$39,631**
- **FY 2011/12 - \$40,820**

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.

D. Total charges for FY 2009/10 are \$498,601, to be paid in quarterly amounts as follows:

- \$124,650.25 due on or before September 30, 2009.
- \$124,650.25 due on or before December 31, 2009.
- \$124,650.25 due on or before March 31, 2010.
- \$124,650.25 due on or before June 30, 2010.

E. Total charges for FY 2010/11 are \$546,189, to be paid in quarterly amounts as follows:

- \$136,547.25 due on or before September 30, 2010.
- \$136,547.25 due on or before December 31, 2010.
- \$136,547.25 due on or before March 31, 2011.
- \$136,547.25 due on or before June 30, 2011.

F. Total charges for FY 2011/12 are \$598,145 to be paid in quarterly amounts as follows:

- \$149,536.25 due on or before September 30, 2011.
- \$149,536.25 due on or before December 31, 2011.
- \$149,536.25 due on or before March 31, 2012.
- \$149,536.25 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, 3rd 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.

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

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.