

AGREEMENT
WITH THE SAN MATEO COUNTY SHERIFF'S OFFICE
AND CITY OF DALY CITY – POLICE DEPARTMENT

THIS AGREEMENT, entered into this ____ day of _____ 2014, by and between the County of San Mateo, hereinafter called "County," and the City of Daly City – Police Department, hereinafter called "City";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that County be performing the professional services hereinafter described for City;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY COUNTY

In consideration of the payments hereinafter set forth, County, under the general direction of the Sheriff, or Sheriff's designee, with respect to the product or result of County's services, shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. PAYMENTS

A. Maximum Amount. In full consideration of County's performance of the services described in Exhibit A, the amount that City shall be obligated to pay for services rendered under this Agreement shall not exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$175,000.00)** for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit A, attached hereto and incorporated herein. Any rate increase is subject to the mutual approval of the parties, and shall not be binding on City unless so approved in writing. Each payment shall be conditioned on the performance of the services described in Exhibit A.

C. Time Limit for Submitting Invoices. County shall submit an invoice for services to City for payment in accordance with the provisions of Exhibit A.

3. RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between two (2) independent entities and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and City is to create an independent contractor relationship.

4. HOLD HARMLESS

It is agreed that City shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including City (and its officers, agents, employees or servants), or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from City's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, which arise out of the terms and conditions of this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of City to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. INSURANCE

- A. Workers' Compensation and Employer Liability Insurance. County shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

- B. Liability Insurance. County shall be self-insured during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 County's operations under this Agreement.

6. AMENDMENT OF AGREEMENT AND MERGER CLAUSE

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

7. RETENTION OF RECORDS, RIGHT TO MONITOR AND AUDIT

- A. City shall maintain all required records for three (3) years after the Agreement is fully performed and all payments have been made, and shall be subject to the examination and/or audit of the County, Federal grantor agency, and the State of California.
- B. Reporting and Record Keeping: City shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.
- C. City agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all 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.

8. COMPLIANCE WITH APPLICABLE LAWS

All acts to be performed by City 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, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such acts shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

City will timely and accurately complete, sign, and submit all necessary documentation of compliance.

9. ASSIGNABILITY

City shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to perform any act required under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right, in addition to other remedies provided by law, to automatically and immediately terminate this Agreement.

10. INTERPRETATION AND ENFORCEMENT

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

In the case of County, to:

San Mateo County
Sheriff's Office
400 County Center
Redwood City, CA 94063
Attn: Sheriff Greg Munks

In the case of City, to:

City of Daly City
Daly City Police Department
333 90th Street
Daly City, CA 94015
Attn: Chief Manuel Martinez, Jr.

- B. 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.
- C. Venue. Any action brought to enforce this action must be brought in the Superior Court of California in and for the County of San Mateo.

11. TERM OF THE AGREEMENT

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from **JULY 1, 2014** through **JUNE 30, 2015**. This Agreement may be terminated by City, Sheriff or Sheriff's designee at any time upon thirty (30) days' written notice to the other party.

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

CITY OF DALY CITY

BY: _____
(SIGNATURE)

(PRINTED NAME)

DATE: 7-1-14

EXHIBIT A

Agreement between the San Mateo County Sheriff's Office and the City of Daly City – Police Department

WHEREAS, in 1997, ten bay area counties were designated as the Northern California High Intensity Drug Trafficking Area ("HIDTA"), which operates under the authority of the United States Marshal's Office, DEA, FBI and Criminal Investigation Division of the IRS, with cooperation from the State Bureau of Narcotics Enforcement and Department of Justice, and local law enforcement agencies, working towards the common goal of reducing drug-related crime, violence and abuse in our communities; and

WHEREAS, in 2004, a Department of Homeland Security Law Enforcement Grant was awarded to the County of San Mateo to create and operate the Northern California Regional Terrorism Threat Assessment Center (NC RTTAC), to develop collaborative relationships among federal, state and local entities relative to terrorism, specifically with regard to the disciplines of law, fire, public health and emergency medical services, to improve terrorism preparedness and information sharing; and

WHEREAS, the most efficient way to administer the NC RTTAC program was to co-locate it with HIDTA and for HIDTA Administration to oversee the NC RTTAC as well as the NC HIDTA; and

WHEREAS, the Northern California HIDTA is managed by an Executive Committee, which has designated the San Mateo County Sheriff's Office to serve as the fiduciary and fiscal agent for HIDTA and RTTAC; and

WHEREAS, in that capacity the Sheriff receives state and federal funding for HIDTA and RTTAC, which funds are deposited with the San Mateo County Treasurer and disbursed as directed by the HIDTA Executive Committee by contracts to which the County is a party; and

WHEREAS, disbursement of HIDTA and RTTAC funds require the County to act in its capacity as fiduciary and fiscal agent for HIDTA/ RTTAC; and

WHEREAS, because HIDTA and RTTAC were created as a funding mechanism, they have no full time employees, and are staffed by a combination of independent contractors and employees of member law enforcement agencies, which employees are assigned to HIDTA or RTTAC; and

WHEREAS, in 2007, the United States Department of Homeland Security and the State of California Office of Homeland Security designated the NCHIDTA/NCRTTAC as the regional Fusion Center also referred to as the Northern California Regional Intelligence Center (NCRIC) for the San Francisco Bay Area; and

WHEREAS, the Northern California HIDTA Executive Committee has determined that it is appropriate to contract with **City of Daly City - Police Department** for reimbursement of services provided by an Intelligence Analyst from the NCRIC, with the understanding that City of Daly City - Police Department is acting as an independent contractor, and not as an employee or agent of the County of San Mateo or any of the members of the NCRIC and with the understanding that compensation will be paid solely with a combination of state and federal funding that is administered by the City of Daly City; and

***WHEREAS**, it is necessary and desirable that County be engaged by the City of Daly City – Police Department for the purpose of performing the professional services relating to the NCRIC.*

1. DESCRIPTION OF SERVICES TO BE PERFORMED BY COUNTY.

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, County shall provide City with the following services:

- A. NCRIC will assign an Intelligence Analyst who will be assigned to work on AB109 public safety realignment projects for the City. The Intelligence Analyst may also provide City with the following services:
- 1.) Collection, evaluation, analysis and dissemination of terrorism, gang, organized crime, major criminal activity, critical infrastructure and key resource related information;
 - 2.) Planning terrorism, gang, organized crime, major criminal activity, critical infrastructure and key resource related training for local, state, and federal law enforcement, public safety, public health and critical infrastructure employees;
 - 3.) Correlating new terrorism, gang, organized crime and major criminal activity, critical infrastructure and key resource related information with existing information;
 - 4.) Assisting with the identification, investigation, and prosecution of criminals;
 - 5.) Providing information to assist in coordinating terrorism, gang, organized crime and major criminal activity related investigations between jurisdictions;
 - 6.) Conducting analytical research relating to terrorist groups, organized criminal activity, and critical infrastructure including link analyses;
 - 7.) Providing expert consultation to law enforcement agencies;
 - 8.) Providing liaison to law enforcement agencies, public safety, public health and critical infrastructure personnel to insure a continuing flow of information;
 - 9.) Making presentations to law enforcement, public safety, public health and critical infrastructure personnel;
 - 10.) Preparing reports, publications, correspondence, graphs, and charts relating to terrorism, gang, organized crime, major criminal activity, critical infrastructure and key resource;
 - 11.) Testifying in court;
 - 12.) Assisting law enforcement with collection, evaluation, analysis and dissemination of terrorism, gang, organized crime, major criminal activity and public safety related information at crime scenes.
 - 13.) Promote the use of:
 - a.) Homeland Security Information Network (HSIN), Law Enforcement
 - b.) Online (LEO) and other systems as directed by the California
 - c.) Emergency Management Agency (CalEMA), California Department of Justice (CA DOJ), and the United States Departments of Justice (US DOJ) and Homeland Security (DHS)
 - d.) Terrorism Liaison Officer (TLO) program through meetings and training provided to local law enforcement agencies

- e.) Information sharing and de-confliction services of the Regional Information Sharing System (RISS) through the Los Angeles Regional Criminal Information Clearing House (LA CLEAR) and Western States Information Network (WSIN)
- f.) The National Criminal Intelligence Sharing Plan (NCISP) and the Fusion Center Guidelines prepared and adopted by the United States Department of Justice, Bureau of Justice Assistance.
- g.) The Automated Critical Asset Management System (ACAMS)

2. AMOUNT AND METHOD OF PAYMENT.

In consideration of the services provided by County pursuant to Section 1, **Description of Services to be Performed by County**, and subject to the terms of the Agreement, City agrees to pay Sheriff's Office based on the following terms:

- A. City shall reimburse County for the actual hours worked by the Intelligence Analyst. The hourly rate shall range from:
 - 1.) **Straight-time**: \$31.15 (minimum) to \$38.94 (maximum), **PLUS** mandatory benefits such as Unemployment Insurance 0.75%, Medicare 1.45%, Workers' Compensation 0.66%, and Social Security 6.20%.
 - 2.) **Overtime**: \$46.73 (minimum) to \$58.41 (maximum), **PLUS** mandatory benefits, shall not exceed a total of \$15,000 during the term of this agreement.
 - 3.) Travel and training reimbursement shall not exceed a total of \$10,000 during the term of this agreement.

- B. NCRIC will submit monthly invoices to City for payment. Invoices will be either mailed or emailed, depending on City's preference, to the following:

City of Daly City Police Department
 Attn: Diane McCarthy
 333 90th Street
 Daly City, CA 94015
 Email: dmccarthy@dalycity.org

- C. Payments and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Bureau Manager at (650) 363-1842 or be mailed to:

San Mateo County Sheriff's Office
 Northern California Regional Intelligence Center
 Fiscal Services Bureau
 P. O. Box 36102
 San Francisco, CA 94102

- D. In any event, the total payment by City for services outlined in this agreement shall not exceed **\$175,000**.