
AGREEMENT

FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF WOODSIDE

THIS AGREEMENT, entered into on the ____ day of June, 2021, by and between the **TOWN OF WOODSIDE**, 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."

WITNESSETH

WHEREAS, pursuant to Government Code §§51300, et seq., 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 law enforcement services through the Sheriff's Office, 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 as provided herein below:

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. EXHIBITS AND ATTACHMENTS.

1.1. The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Services
- Exhibit B – Rates / Payments

2. SERVICES TO BE PERFORMED BY COUNTY.

2.1. In consideration of the payments set forth herein and in Exhibit B, County shall provide law enforcement services to Town. Said services are described in Exhibit A.

2.2. The Town is not limited to the services indicated in Exhibit A; and the Town may request additional services in the field of public safety, law enforcement or related fields within the legal power of the Sheriff to provide.

3. PAYMENTS.

3.1. 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 **TWO MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND EIGHTEEN DOLLARS AND TWENTY-EIGHT CENTS (\$2,485,018.28)**.

4. TERM.

- 4.1. This Agreement shall be in full force and effect from **JULY 1, 2021 TO JUNE 30, 2024**. 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, 2021 for purposes of costs, charges, and payments by Town.
- 4.2. 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 signed by both parties.
- 4.3. To this end, Town shall notify County no later than January 1, 2024, 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. RIGHT OF TERMINATION.

- 5.1. Either party may terminate this Agreement with or without cause effective as of the first day of July of the following year upon written notice to the other party of not less than twelve (12) months prior thereto.
- 5.2. In the event of termination, each party shall fully discharge all obligations owed to the other party accruing prior to the effective date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 5.3. The Town may terminate this Agreement or a portion of the services referenced in the Exhibits based upon Town's unavailability of funds, by providing written notice to County as soon as is reasonably possible after the Town learns of said unavailability of funding.
- 5.4. If the Town terminates for non-appropriation, it will be liable to pay County for: (1) the portion of the contract costs attributable to the all services performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that County incurs as a result of early termination of the Agreement.

6. RELATIONSHIP OF PARTIES.

- 6.1. 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.

7. HOLD HARMLESS.

- 7.1. Town shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Town, its officers, agents and/or employees.
- 7.2. County shall defend, hold harmless and indemnify Town, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County, its officers, agents, and/or employees.
- 7.3. In the event of the concurrent liability of Town, its officers, agents and/or employees, and County, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of the terms and conditions of this Agreement shall be

apportioned under California's Theory of Comparative negligence as presently established or may be hereafter modified.

8. INSURANCE.

8.1. 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.

8.1.1. 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.

8.1.2. 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:

- Comprehensive General Liability \$5,000,000
- Motor Vehicle Liability Insurance \$5,000,000

9. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

9.1. 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.

9.2. 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.

9.3. 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.

- 9.4. 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.
- 9.5. 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.
- 9.6. Other Statutory Compliance. Town and County 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.
- 9.7. Compliance with Contractor Employee Jury Service Ordinance. Town and County 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.

10. RETENTION OF RECORDS.

- 10.1. 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.
- 10.2. 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.

11. MERGER CLAUSE.

- 11.1. 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

12. CONTROLLING LAW.

- 12.1. 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.

13. NOTICES.

13.1. 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 Woodside
ATTN: Town Manager
2955 Woodside Road
Woodside, CA 94062

14. ELECTRONIC SIGNATURE.

14.1. Both County and Town wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

15. FINES AND FORFEITURES.

15.1. Town shall be entitled to the fines and forfeitures to which Town would otherwise be entitled pursuant to Penal Code Section 1463.001, et seq.

15.2. As legally permitted and in compliance with federal, state, and local rules and regulations, Town shall remain entitled to the following revenue during the duration of this Agreement:

- Abandoned Vehicle Recovery Fee
- First Chance Fee
- SB 90 Reimbursements
- Drunk Driving Cost Recovery
- Vehicle Release Fee
- Accident Report Fee
- Crime Report Fee
- Good Conduct Letter Fee
- Incident Photo Fee
- Repo Vehicle Info Entering Fee

15.3. Unless otherwise specified in this Agreement, Town shall remain responsible for the billing and collection of these fees. Information obtained by County that is required by Town to complete the billing, will be forwarded upon the request of Town.

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

Date: 5/20/21

ATTEST:


By: 
Town Clerk

EXHIBIT A SERVICES

Agreement for Law Enforcement Services between the County of San Mateo and the Town of Woodside

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

1. DESCRIPTION OF LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.

County shall provide general law enforcement services to Town. 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 Sheriff of the County of San Mateo hereinafter referred to as "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 in this Agreement, it shall notify Sheriff in writing.

1.1 LAW ENFORCEMENT SERVICES.

- 1.1.1. The County agrees, through the Sheriff, to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement.
- 1.1.2. Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Charter, the statutes of the State of California, and under the Town municipal codes.
- 1.1.3. Services also include basic traffic law enforcement services; special event security details; attendance and participation at various Town meetings and neighborhood groups; and quarterly statistical reports.
- 1.1.4. Sheriff support staff will provide services representing technical; records and evidence management; fiscal services; and human resources support.
- 1.1.5. Sheriff support staff will provide general administrative support and will perform the services necessary for the collection of fees such as, but not limited to, abandoned vehicle recovery, alarm permit and response fees, moving citations, vehicle releases, accident reports, and crime reports.
- 1.1.6. General law enforcement services performed hereunder may include, if requested, by the Town, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

1.2 SLESA SUPPORTED SERVICES.

The Town currently receives an appropriation of \$100,000 from the State's Supplemental Law Enforcement Services Account (SLESA) and elects to apply these and other Town funds towards the cost of supplemental patrol services.

The Town shall undertake and be responsible for all legislative and fiscal activities required under SLESA, which include but are not necessarily limited to Town Council adoption of the required annual Resolution; as well as annual fiscal reporting to the County Controller's Office by the due date specified by that office; and any additional programmatic reporting to the State or to the County as may be required regarding the use of funds, and benefits of services provided thereto.

In the event SLESA funding, which is annually appropriated by the Legislature, should in a future fiscal year be proposed by the Governor to be reduced below the current \$100,000 per Town, or be eliminated altogether, the Town and the Sheriff shall meet prior to the adoption of the State budget and decide upon a course of action for the upcoming fiscal year. The Sheriff shall provide the Town with cost and service options for either reducing the supplemental patrol services or eliminating it altogether, based on the level of reduction in SLESA funding; available Town funding; and the Town Council's desire. This Agreement, and the related modified charges to Town for SLESA supported services, may then be amended by the mutual decision of both parties. Said amendment may be authorized in the form of a written Amendment to this Agreement, approved and signed by the Sheriff and the Town Manager.

1.3 ADDITIONAL SERVICES PERFORMED BY SHERIFF'S OFFICE.

The Sheriff may provide additional services which fall outside of the contract scope described under 1.1. and 1.2, and this determination shall be at the sole discretion of the Sheriff. When resources are available, services may include:

- School Resource Officer services
- K-9 Unit services
- Special investigative services including the Vehicle Theft Task Force (VTTF). The Town will not be a signatory to any other agreements or VTTF services.
- Emergency Service Bureau services including specialized units such as SWAT and Search & Rescue.
- Psychiatric Emergency Response Team (PERT) services

1.4 TOWN REQUESTED SERVICE.

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 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 Section 3 of this agreement.

2. ADMINISTRATION OF PERSONNEL.

- 2.1 The rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of personnel, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or level of services or manner of performance of such services, the Sheriff and the Town shall meet and confer to resolve such disputes.

- 2.3 All Town employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement.
- 2.4 The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town. Except as herein otherwise specified, the Town shall not be liable for compensation or indemnity to any County employee or agent of the County for injury, disability or illness arising out of services provided under this Agreement.

3. REPORTS.

- 3.1 The Sheriff or Sheriff's designee shall report periodically to the Town Council, at the Town Manager's discretion, all violations of law within its borders coming to the Sheriff's attention. Quarterly statistical reports will be provided to Town by the Sheriff upon request.
- 3.2 The Sheriff shall conduct an annual community law enforcement satisfaction survey each October and report the results to Town by January 1 of the following year.

4. UNIFORMS AND INSIGNIA.

- 4.1 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.
- 4.2 Similarly, patrol vehicles used by deputies assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office.
- 4.3 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 their 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. TOWN OBLIGATIONS.

- 5.1 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 substation office in the Town.
- 5.2 It is expressly further understood that such areas 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.
- 5.3 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.

6. PERFORMANCE OF AGREEMENT.

- 6.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the agreed level of services to be rendered hereunder.
- 6.2 Notwithstanding the foregoing, the Town may provide additional resources for the County to utilize in performance of the services.

EXHIBIT B

RATES / PAYMENTS

Agreement for Law Enforcement Services between the County of San Mateo and Town of Woodside

In consideration of the services described in Exhibit A, Town shall pay County based on the following fee schedule:

1. CHARGES FOR SERVICES.

- 1.1. Town shall pay County for services described in this Agreement as calculated based on the formulas set forth in Section 6, Calculated Rates, attached hereto and incorporated by reference herein.
- 1.2. Section 6, Calculated Rates, shall be readjusted by the County annually effective July 1 of each year and attached hereto as an updated / revised Section 6.

2. INVOICING / BILLING.

- 2.1. On a quarterly basis in accordance with Section 3 below, Sheriff's Office shall submit an invoice to the Town.
- 2.2. Payments and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Bureau Manager at (650) 599-1531 or be mailed to:

San Mateo County Sheriff's Office
Fiscal Services Bureau
400 County Center
Redwood City, CA 94063

3. PAYMENTS.

- 3.1. Total charges for the period of **July 1, 2021** through **June 30, 2022**, are **\$2,485,018.28**
Invoices will be issued according to the following schedule:

Invoice Issued	Amount
July 1, 2021	\$621,254.57
October 1, 2021	\$621,254.57
January 1, 2022	\$621,254.57
April 1, 2022	\$621,254.57

- 3.2. Future Fiscal Year payments will be in accordance with the revised Calculated Rates effective July 1 of each year. Payments will be due the first day of each quarter for each subsequent year of this Agreement.

3.3. The total charges for services performed pursuant to this Agreement will increase by no more than seven (7) percent annually from year one to year two, as well as from year two to year three.

4. BOOKING / MESSAGE SWITCH /FORENSIC LABORATORY FEES.

4.1. Town shall not be responsible for paying Jail Access Fees, Booking Fees, Message Switch Fees or Forensic Laboratory Fees to the County.

5. JOINT POWERS AGREEMENTS.

5.1 Town shall continue to be responsible for fees set forth in the Joint Powers Agreements pertaining to the Office of Emergency Services (OES).

6. CALCULATED RATES.

6.1 Rates for FY 2021-22 are outlined below.



**San Mateo County Sheriff's Office
Woodside Law Enforcement Services
FY 2021-22 Budget**

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	Total Expenses FY21-22
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	2.00	\$ 287,804	\$ 84,266	\$ 315,920	\$ 687,989
Deputy Sheriff - Night	2.00	\$ 302,891	\$ 88,683	\$ 330,278	\$ 721,852
Deputy Sheriff - Motorcycle	2.00	\$ 302,891	-	\$ 294,805	\$ 597,695
Investigative Deputy Sheriff-Detective	0.50	\$ 75,709	-	\$ 73,690	\$ 149,399
Sergeant - Administrative	0.25	\$ 44,641	\$ 14,229	\$ 48,200	\$ 107,070
Captain	0.125	\$ 29,882	-	\$ 27,565	\$ 57,447
Traffic Enforcement Overtime	0.00				\$ 100,000
PERSONNEL COSTS - TOTAL:	6.88	\$ 1,043,817	\$ 187,178	\$ 1,090,457	\$ 2,421,453
OPERATING COSTS:					
Uniform Allowances					\$ 6,402
Office Supplies & Miscellaneous Expenses					\$ 1,000
Equipment Maintenance					\$ 36,130
Training Expenses					\$ 4,956
Radio and Communications Charges					\$ 9,522
Information Services Charges					\$ 11,404
Vehicle Maintenance & Replacement Costs					\$ 79,088
HR and Risk Management Service Charges					\$ 16,447
Support Services					\$ 73,540
OPERATING COSTS - TOTAL:					\$ 238,489
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 2,659,941
NEGOTIATED ADJUSTMENT ON LAW ENFORCEMENT SERVICES:					\$ (174,923)
TOTAL ADJUSTED COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 2,485,018

5.1. Overtime Rates for FY 2021-22. The estimated overtime hourly rates for supplemental services described in Exhibit A (Section 1.4) are as follows:

FY 2021-22 Estimated Supplemental Overtime for Special Events	
Position	Overtime Rate
Admin Sergeant (Day)	\$180.28
Sergeant (84 Plan Day)	\$180.10
Sergeant (84 Plan Night)	\$189.29
Detective Sergeant (Day)	\$189.03
Deputy Sheriff (84 Plan Day)	\$145.29
Deputy Sheriff (84 Plan Night)	\$152.90
K-9 Deputy Sheriff (84 Plan Day)	\$152.90
K-9 Deputy Sheriff (84 Plan Night)	\$160.52
Motorcycle Deputy	\$152.90
Detective Deputy Sheriff	\$152.87
Community Services Officer II	\$58.67
Community Services Officer II (Extra-Help)	\$56.96
Legal Office Specialist (Day)	\$64.87
Sheriff Criminal Records Supervisor	\$78.19
Criminal Records Tech II (Day)	\$56.51
Property Officer II	\$70.85

