

# AGREEMENT

## BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY TRANSIT DISTRICT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of San Mateo ("County"), the San Mateo County Transit District ("District") and the Peninsula Corridor Joint Powers Board ("JPB").

### WITNESSETH:

**WHEREAS**, on December 14, 2004, the County and the District entered into an Agreement (Resolution No. 067118) for the provision of law enforcement and communications services for both the District and the JPB; and

**WHEREAS**, it is necessary and desirable that County, District and JPB continue to contract for the performance of the Sheriff's Office law enforcement services for and on behalf of the District and JPB.

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

#### **1. EXHIBITS AND ATTACHMENTS.**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Law Enforcement Services
- Exhibit A-1 - Assignment/Selection of Personnel
- Exhibit B - Payments and Rates
- Exhibit B-1 - Calculated Rates

#### **2. SERVICES TO BE PERFORMED BY COUNTY.**

2.1. In consideration of the payments set forth herein and in Exhibit B and Exhibit B-1, County shall provide law enforcement and police services for District and JPB. Said services are described in Exhibit A and Exhibit A-1.

2.1.1. On a quarterly basis in accordance with Section 3 below, Sheriff's Office Fiscal Services Bureau shall submit to the District and JPB a SINGLE invoice at the end of the third month of each quarter. District and JPB are jointly responsible for payment of each invoice.

2.2. District and JPB may request any additional services not set forth in Exhibit A and Exhibit A-1 in the field of public safety, law enforcement or related fields within the legal power of the Sheriff's Office to provide, and Sheriff's Office shall provide such services at the rates set forth in Exhibit B and Exhibit B-1. Such additional services shall be reflected as amendments to Exhibit A and Exhibit A-1.

### **3. PAYMENTS.**

- 3.1. District and JPB shall pay County for the Services actually provided under the terms of this Agreement at the rates set forth in Exhibit B and Exhibit B-1 ("Rates").
- 3.2. The Rates will be readjusted by the County annually effective July 1 of each year, and attached hereto and incorporated herein as an Amendment to this Agreement, to reflect the cost of such services in accordance with the policies and procedures for the determination of such rates as approved by the County Board of Supervisors. County shall provide District and JPB with the proposed rates for the following contract year on or before **April 1** of each year. Until the parties agree to an updated/revised Exhibit B-1, the prior year's Exhibit B-1 shall remain in effect.
- 3.3. District and JPB shall be billed based on the service level provided within the parameters of Exhibit A and Exhibit A-1.
- 3.4. The Cost of additional services, excluding special events, requested by District and JPB, in the field of public safety, law or related fields within the legal power of the Sheriff to provide not set forth in Exhibit A and Exhibit A-1 shall be reflected in an amendment to Exhibits A, A-1, B, and B-1.

### **4. TERM.**

- 4.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from **MAY 1, 2015** through **JUNE 30, 2018**.
- 4.2 This Agreement includes the option for District and JPB and County to renew for two additional one-year periods to June 30, 2019 and June 30, 2020, respectively, by mutual agreement. In order to exercise an option to renew, each party shall notify the other no later than June 30 of the year prior to the expiration of the subject term of their desire for Sheriff's Office to continue to provide law enforcement services within the territorial limits of District and JPB. Any such renewals shall be governed by this Agreement and amendments hereto.

### **5. RIGHT OF TERMINATION.**

- 5.1. Either party may terminate this Agreement with or without cause by written notice sent at least twelve (12) months prior to the termination. The termination will be effective the first day of July occurring at least twelve (12) months following the written notice.
- 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. Notwithstanding any provision herein, District and JPB may terminate this Agreement effective immediately based upon District and JPB's unavailability of funds, by providing written notice to County as soon as is reasonably possible after District and JPB learn of said unavailability of funding.
- 5.4. If District and JPB terminate for unavailability of funds, District and JPB shall pay County for: (1) the Services actually performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that County must necessarily incur as a direct result of early termination of the Agreement.

- 5.5. Notwithstanding any provision herein, should the proposed rates in a subsequent contract year increase pursuant to Section 3 of Exhibit B by an amount that exceeds what District and JPB are willing and able to pay, District and JPB may provide a written Notice of Termination of this Agreement by April 15th. If District and JPB provide such a Notice, it will be effective July 1 of that year.

## **6. RELATIONSHIP OF PARTIES.**

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

## **7. HOLD HARMLESS.**

- 7.1. District and JPB 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 both arise out of this Agreement and are caused by or are alleged to be caused by the acts or omissions of District and JPB, its officers, agents and/or employees including, but not limited to claims alleging negligence, excessive force, or violations of state or federal civil rights laws, except if such claims relate to or arise out of law enforcement services performed by the Sheriff's Office pursuant to this Agreement, in which case such claims shall be governed by Section 7.2. In addition, District and JPB 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 relating to the subject matter of this Agreement and caused by or alleged to be caused by District and JPB, its officers, agents and/or employees which occurred prior to the effective date of this Agreement.
- 7.2. County shall defend, hold harmless and indemnify District and JPB, and their directors, officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which both arise out of this Agreement and are caused by, or are alleged to be caused by the acts or omissions of County, its officers, agents, and/or employees including but not limited to claims alleging negligence, excessive force, or violations of state or federal civil rights laws.
- 7.3. In the event of the concurrent negligence of District and JPB, their directors, 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 this Agreement shall be apportioned under California's theory of comparative fault 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. Each party must provide to the other thirty (30) days' notice, in writing, of any pending change in the limits of liability or of any cancellation or modification of the policy that are in any manner inconsistent with the insurance requirements of this Agreement.
- 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 for their respective employees, 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. District and JPB and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance for services 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 District and JPB'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.

Such insurance shall include:

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

- 8.2 The County and District and JPB may self-insure all or part of the insurance requirements of this provision.

## **9. CONTROLLING LAW AND VENUE.**

- 9.1 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. Any dispute arising out of this Agreement shall be venued in the San Mateo County Superior Court.

## **10. NON-DISCRIMINATION AND OTHER REQUIREMENTS.**

- 10.1 Section 504. District and JPB 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.
- 10.2 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.
- 10.3 Equal Employment Opportunity. District and JPB 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. District and JPB's and County's equal employment policies shall be made available to either party upon request.
- 10.4 Violation of Non-discrimination Provisions. 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, and /or legal action to recover any Court-imposed damages incurred as a result of said violation(s). To effectuate the provisions of this section, the County Manager and District and JPB's General Manager/CEO may request authorization to examine District and JPB or County's employment records relating to this Agreement, as the case may be with

respect to compliance with this paragraph, and District and JPB and County shall not unduly withhold authorization.

- 10.5 Other Statutory Compliance. District and JPB 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.

## **11. RETENTION OF RECORDS.**

- 11.1 Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or District and JPB'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.
- 11.2 District and JPB 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.

## **12. MERGER CLAUSE.**

- 12.1 This Agreement 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 to this Agreement shall be in writing and signed by the parties.

## **13. DISPUTE RESOLUTION.**

- 13.1 Should any dispute arise out of this Agreement, the Sheriff and the District and JPB's General Manager/CEO, or their authorized designees, shall first meet and confer in an attempt to resolve the dispute. Should such efforts fail to resolve the dispute within twenty (20) days, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

#### **14. NOTICES.**

- 14.1 Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of District and JPB, to:**

San Mateo County Transit District  
Peninsula Corridor Joint Powers Board  
Jim Hartnett, General Manager/CEO  
1250 San Carlos Avenue  
San Carlos, CA 94070  
Telephone: (650) 508-6200  
Email: hartnettj@samtrans.com

**In the case of County, to:**

San Mateo County Sheriff's Office  
ATTN: Greg Munks, Sheriff  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063  
Telephone: (650) 599-1664  
Email: gmunks@smcgov.org

#### **15. ELECTRONIC SIGNATURE.**

- 15.1 If both County and District and JPB 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For District and JPB: ☐ If this box is checked by District and JPB, District and JPB consents to the use of electronic signatures in relation to this Agreement.

**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

**SAN MATEO COUNTY TRANSIT DISTRICT**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

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

**PENINSULA CORRIDOR JOINT POWERS BOARD**

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME)

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

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# EXHIBIT A

## LAW ENFORCEMENT SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
SAN MATEO COUNTY TRANSIT DISTRICT AND PENINSULA CORRIDOR JOINT POWERS BOARD

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

### **1. DESCRIPTION OF SERVICES PROVIDED BY COUNTY**

#### **1.1 LAW ENFORCEMENT SERVICES**

1.1.1 The County agrees to provide general law enforcement services within the jurisdictional authority of the San Mateo County Transit District (District) and Peninsula Corridor Joint Powers Board (JPB), including Sam Trans and Cal Train properties, through the San Mateo County Sheriff's Office ("Sheriff's Office") Transit Police Bureau as set forth in the Agreement ("Services"), including:

- All-inclusive patrol services 20 hours a day, 365 days a year within the jurisdictional areas of the San Mateo County Transit District and JPB.
- All management and oversight associated with providing law enforcement services.
- All activities associated with personnel, including recruitment and training
- Response to high-priority calls for service.
- Conduct all criminal investigations.
- Function as the Sheriff's liaison to the District and JPB in matters involving training and coordination for emergency operations.
- Maintenance of all records, police reports and required/related documents.
- Maintenance and management of the property/evidence function.
- Court Liaison duties & responsibilities.
- Select, train and obtain the necessary P.O.S.T. certification for the law enforcement use of single purpose Canine Explosive Ordinance Detection (EOD) duties.
- In addition to the forgoing, the Sheriff's Office has the Special Weapons and Tactics (SWAT) Team and Bomb Unit available to the District and JPB when deemed necessary and the Forensic Laboratory.

1.1.2 Except as otherwise specifically set forth in the Agreement, the Services shall only encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Office under the County Charter, the statutes of the State of California, and regulations adopted by Sam Trans and/or Peninsula Corridor Joint Powers Board pertaining to vehicles, bicycles, skateboards and parking.

1.1.3 Vehicle code violations will be used for this issuance of parking citations, and any other violations when feasible and practical.

1.1.3.1 The District and JPB will continue contracting with an outside vendor for processing of parking citations.



1.1.3.2 Distribution of fines, forfeitures, and penalties will be in accordance with the agreement Sam Trans has developed with the District and JPB and County of San Francisco and the County of Santa Clara, as well as, follow existing San Mateo County allocation formulas established by the Superior Court of the State of California.

1.1.4 Services performed hereunder may include, if requested by the District and JPB pursuant to Section 2.2 of this Agreement, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff, at additional cost to the District and JPB.

1.1.4.1 Special Events – The Transit Police Legal Office Specialist will be the point of contact for special events including major sporting events, holiday train, and other activities approved by the District and JPB. The Sheriff's Lieutenant assigned to the Transit Police Bureau will determine staffing needs and cost and will coordinate with the District and JPB, as necessary. The Sheriff's Office will provide supplemental support for these events at additional cost as outlines in Exhibit B-1.

## 1.2 SUPPORT SERVICES

1.2.1 County shall allocate support services to the District and JPB based on a per employee basis and shall include the following:

- Property-provides property and evidence management including receiving found property and the safekeeping and proper disposal of all property turned in as evidence.
- Training-provides for state mandated training and in service training.
- Technical Services-provides technical support in matters relating to information technology.
- Records – maintains law enforcement records and provides copy of reports to the public.
- Fiscal Services – provide accounts payable, accounts receivable, budget, general accounting and contract services.
- Personnel/Human Resources – provides recruitment and hiring services including the administration of exams, review of criminal history, driver's license history and credit history and thorough background investigations of all Sheriff's personnel assigned.

1.2.2 Records Fees. Sheriff's Records Bureau located at 400 County Center will be available to perform the necessary services and collect fees according to the County's fee schedule on behalf of the District and JPB for the following:

- Vehicle Release Fee
- Accident Reports
- Crime Reports
- Good Conduct Letters

1.2.3 Fees collected at 400 County Center will remain revenue of County.

## **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 control of personnel so employed shall remain with the County.
- 2.2 All District and JPB employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the District and JPB and shall not have any claim or right to employment, civil service protections, salary, or benefits or claims of any kind from the County based on this Agreement.
- 2.3 All County employees who work in conjunction with the District and JPB pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the District and JPB based on this Agreement.

## **3. DEPLOYMENT OF PERSONNEL.**

- 3.1 Services hereunder shall be developed in conjunction with the Sheriff and performed in accordance with Exhibit A-1
- 3.2 Exhibit A-1 will be mutually revised and executed by the District and JPB GM/CEO and Sheriff, or their respective designees, as an amendment to Exhibit A-1 each year before each July 1. Failure of the parties to reach agreement by July 1 will allow either party to terminate the Agreement by written notice.
- 3.3 In the event that the District and JPB wish to decrease Services, District and JPB shall notify County in writing. The County will consider and respond to the request within 60 days. Any significant changes will be documented in writing and mutually agreed upon by both the District and JPB and County.
- 3.4 The Sheriff shall have the signatory authority to approve such future amendments, on behalf of the County, provided said changes in Services are fully reimbursable to County.

## **4. REPORTS.**

- 4.1 The Sheriff or Sheriff's designee shall report regularly to the District and JPB all activities related to District and JPB assignments, including but not limited to the services provided by the County, assignment of personnel, and areas for improved law enforcement measures. Reports shall also include,
  - Comparative analysis (year-to-year) crime trends
  - Arrests and related statistics
  - Breakdown of calls for service
  - Regional activities and trends
- 4.2 Upon commencement of this contract, the Sheriff or Sheriff's designee shall meet with the District and JPB GM/CEO or his or her designee every six (6) months to discuss contract issues and performance measures.
- 4.3 The County shall provide annual report to the District and JPB on services provided, crime trends and future goals.

## **5. UNIFORMS & INSIGNIA**

- 5.1 Personnel performing such law enforcement services as herein provided shall be in the prescribed uniform and/or insignia to include vehicles and equipment of the San Mateo County Sheriff's Office during the performance of their duties.
- 5.2 If the District and JPB should desire any customization of uniforms or insignia relative to services provided, the District and JPB shall notify Sheriff of same, and the Sheriff in his 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 District and JPB.

## **6. DISTRICT AND JPB OBLIGATIONS**

- 6.1 District and JPB shall furnish at their own cost and expense office space, furniture and furnishings, janitorial service and utilities in order for the Sheriff to maintain office space at the District and JPB Offices located 1250 Laurel Avenue, San Carlos and Caltrain substations located at San Jose Diridon and San Francisco 7<sup>th</sup> and Townsend.
- 6.2 In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the District and JPB, the same shall be supplied by the District and JPB at their own cost and expense.
- 6.3 District and JPB shall directly pay all charges for utilities, including: water, sewer, electric, gas, pest control, janitorial services, telephone and internet services.

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# EXHIBIT A - 1

## ASSIGNMENT/SELECTION OF PERSONNEL

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY TRANSIT DISTRICT AND  
PENINSULA CORRIDOR JOINT POWERS BOARD

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### 1. ASSIGNMENT OF PERSONNEL

#### 1.1 FY 2015-16 ASSIGNED PERSONNEL

ASSIGNED POSITIONS	# of FTE
• Lieutenant - Bureau Commander	1
• Sergeants	2
• Detective	1
• Deputies	8
• K-9 Deputies	2
• Special Enforcement Officer	1
• Legal Office Specialist	1
<b>TOTAL ASSIGNED FTE</b>	<b>16</b>

### 2. ASSIGNMENT OF SPECIFIC PERSONNEL

- 2.1 Except as otherwise set forth in this agreement, the Sheriff's Office shall provide the services indicated on a regular schedule of seven (7) days per week, twenty (20) hours per day, every day, between the hours of 5:00am and 1:00am of the subsequent day. The Transit Police Bureau Commander, in collaboration with the District and JPB GM/CEO, will establish the hours of service for individual personnel assigned under this agreement.
- 2.2 The specific personnel assigned to the District and JPB shall be at the Sheriff's discretion in consultation with the District and JPB GM/CEO. The District and JPB GM/CEO may request reassignment of personnel assigned to the District and JPB any time. The Sheriff and District and JPB GM/CEO shall meet and confer regarding the request within ten (10) days. Any decision of the Sheriff following such a conference shall be final.
- 2.3 In the event that a Patrol deputy assigned to the District and JPB is unavailable to work an assigned shift, a temporary reassignment to fill the shift will be made. The selection of Patrol deputies for temporary assignments will be at the discretion of the Sheriff.
- 2.4 The need for law enforcement services is unpredictable and because of the nature of public safety service and because incidents can occur at any time; the following exceptions to the regular schedule identified in 2.1 above are agreed upon:
- 2.4.1. Late calls, Call-outs, emergency deployments and incidents that require staffing beyond regular shift hours, shall be coordinated with the Transit Police Bureau Supervisor and Commander.
- 2.4.2 Special Events: A special event is any concert, sporting event, holiday celebration, public affairs or marketing event, or other preplanned venue in which Transit Police Bureau resources are required to maintain a minimum level of security, safety or first-responder readiness.

- 2.4.3 Augmented Services: Augmented Services include planned circumstances, such as the delivery or receipt of special training, attendance at certain meetings, special investigations or other circumstances in which the Transit Police Bureau Commander and District and JPB GM/CEO agree are necessary to facilitate District and JPB Business or support District and JPB Operations.
- 2.4.4 Overtime costs associated with the exceptions listed above shall be itemized in a bi-weekly overtime report, submitted to the District and JPB GM/CEO for review and invoiced separately to the District and JPB for payment.

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# EXHIBIT B

## PAYMENTS AND RATES

### AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY TRANSIT DISTRICT AND PENINSULA CORRIDOR JOINT POWERS BOARD

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In consideration of the services provided by County described in Exhibits A, A-1, and A-2 and subject to the terms of the Agreement, District and JPB shall pay County based on the following fee schedule and terms:

#### 1. CHARGES FOR SERVICES.

- 1.1. District and JPB shall pay County for services described in this Agreement as calculated by the formulas set forth in Exhibit B-1.
- 1.2. Exhibit B and Exhibit B-1 will be amended annually as set forth in Section 3 of this Agreement.

#### 2. INVOICING/BILLING.

##### 2.1. Law Enforcement Services

- 2.1.1. On a quarterly basis in accordance with Section 3 below, Sheriff's Office Fiscal Services Bureau shall submit to the District and JPB an invoice at end of the third month of each quarter.
- 2.1.2. 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  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

##### 2.2. Public Safety Communications Services

- 2.2.1. On a quarterly basis in accordance with Section 3 below, PSC's Fiscal Manager shall submit to the District and JPB an invoice at end of the third month of each quarter.
- 2.2.2. Payments and questions regarding invoicing shall be directed to PSC's Fiscal Manager at (650) 363-4630 or be mailed to:

San Mateo County Public Safety Communications  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

#### 3. PAYMENTS

##### 3.1 Law Enforcement Services

- 3.1.1 Total charges due for the period of **May 1, 2015 through June 30, 2015 is \$739,505.34.** Charges are to be paid by District and JPB to County upon full execution of this agreement.
- 3.1.2 Total charges due for the period of **July 1, 2015 through June 30, 2016 is \$4,698,698.** Charges are to be paid by District and JPB to County according to the following schedule:

Payment due on or before:	Amount
July 1, 2015	\$1,174,674.50
October 1, 2015	\$1,174,674.50
January 1, 2016	\$1,174,674.50
April 1, 2016	\$1,174,674.50

### 3.2 Public Safety Communications Services

3.2.1 Total charges due for the period of **May 1, 2015 through June 30, 2015 is \$20,901.34.** Charges are to be paid by District and JPB to County upon full execution of this agreement.

3.2.2 Total charges due for the period of **July 1, 2015 through June 30, 2016 is \$164,720.** Charges are to be paid by District and JPB to County according to the following schedule:

<b>Payment due on or before:</b>	<b>Amount</b>
July 1, 2015	\$41,180
October 1, 2015	\$41,180
January 1, 2016	\$41,180
April 1, 2016	\$41,180

3.3 Future Fiscal Year payments will be in accordance with the revised Exhibit B-1 effective July 1 of each year. District and JPB's payment of each quarterly invoice from the County will be due 30 days after District and JPB's receipt of the subject quarterly invoice for the remainder of the duration of the agreement.

3.4 The parties understand that under no circumstances will the County ever be required by this Agreement to provide services, the total annual cost of which to the County exceeds the total annual amount paid by the District and JPB. The County will meet and confer with the District and JPB to determine the nature of any service reductions required by this provision. However the ultimate decision as to how County resources are reallocated will lie with the Sheriff.

# EXHIBIT B-1

## PAYMENTS AND RATES

### AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO COUNTY TRANSIT DISTRICT AND PENINSULA CORRIDOR JOINT POWERS BOARD

In consideration of the services provided by County described in Exhibits A, A-1, and A-2 and subject to the terms of the Agreement, District and JPB shall pay County based on the following fee schedule and terms:

#### 1. CALCULATED RATES FOR FY 2015-2016

<b>San Mateo County Sheriff's Office</b> <b>Operations Division -Transit Bureau</b> <u>SamTrans</u>									
FY 2015-16									
Services Description	Employee Salaries	Employee Benefits	Workers Comp Insurance	Night Shift Pay	Replacement Costs For Officer Leave & Event OT	Other Pers. Costs (POST; Uniform Allow; Exp. Pay, K-9)	Total Personnel Costs	Direct & Allocated Operating Expense	Total Actual Costs
<b><u>Patrol Positions</u></b>									
Schedule: 0500-1700 2 Deputy	\$214,862	\$200,112	\$22,291	\$1,028	\$80,554	\$20,047	\$538,895	\$4,479	\$543,374
Schedule: 0500-1700 2 K-9 Deputy	\$214,862	\$208,464	\$23,465	\$1,028	\$84,797	\$32,380	\$564,997	\$4,479	\$569,476
Schedule: 1300-0100 6 Deputies	\$613,891	\$590,312	\$65,465	\$21,583	\$236,569	\$57,533	\$1,585,352	\$13,438	\$1,598,790
<b><u>Investigations</u></b>									
1 Detective	\$102,315	\$105,289	\$11,881	---	---	\$23,381	\$242,867	\$2,240	\$245,106
<b><u>Supervision Costs</u></b>									
Team I Sergeant 1000-2200	\$123,462	\$124,906	\$13,448	\$2,362	\$41,653	\$16,325	\$322,155	\$2,240	\$324,395
Team II Sergeant 1000-2200	\$123,462	\$124,906	\$13,448	\$2,362	\$41,653	\$16,325	\$322,155	\$2,240	\$324,395
<b><u>Support</u></b>									
Legal Office Specialist	\$65,125	\$47,245	\$423	---	---	---	\$112,793	\$1,640	\$114,433
SCO - Special Enforcement Officer	\$51,501	\$41,707	\$335	---	\$10,530	\$892	\$104,965	\$1,640	\$106,605
<b><u>Administration</u></b>									
Lieutenant	\$153,539	\$142,651	\$16,745	---	---	\$23,249	\$336,185	\$2,240	\$338,424
<b>Total Personnel Expense:</b>	<b>\$1,663,018</b>	<b>\$1,585,593</b>	<b>\$167,502</b>	<b>\$28,363</b>	<b>\$495,756</b>	<b>\$190,132</b>	<b>\$4,130,364</b>	<b>\$34,635</b>	<b>\$4,164,999</b>
<b><u>Vehicles</u></b>									
Patrol Vehicles - Per Mile Charge	8 Patrol cars, 1 K-9 car, 1 unmarked							\$176,000	\$176,000
Patrol Vehicles -Repl. Chrg	8 Patrol cars, 1 K-9 car, 1 Unmarked							\$76,913	\$76,913
Motorcycles	1 Motorcycles @ 5,160 miles x \$1.12 per mile							\$5,779	\$5,779
Motorcycles - Annual Repl. Chrg	1 Motorcycles @ \$4,500 per year							\$4,500	\$4,500
<b><u>Allocated Share of Patrol Costs</u></b>									
Radio & Communications(14 portable radios)								\$15,960	\$15,960
ISD Charges								\$37,386	\$37,386
Auto Liability Insurance								\$7,213	\$7,213
K-9 Health and Dental (2 @\$368.88)								\$738	\$738
K-9 Food & Grooming (2 Dogs)								\$2,160	\$2,160
Office Supplies								\$16,941	\$16,941
Other Misc. Expenses								\$15,511	\$15,511
<b>Total Direct Operating Expense:</b>								<b>\$359,101</b>	<b>\$359,101</b>
<b><u>Departmental Support Svcs</u></b>									
Adm/Fisc/Pers/Train/Rec/Tech/Prop								\$174,598	\$174,598
<b>Subtotal: Sheriff's Basic Svcs:</b>	<b>\$1,663,018</b>	<b>\$1,585,593</b>	<b>\$167,502</b>	<b>\$28,363</b>	<b>\$495,756</b>	<b>\$190,132</b>	<b>\$4,130,364</b>	<b>\$568,335</b>	<b>\$4,698,698</b>
<b>Public Safety Dispatch Expense</b>									<b>\$164,720</b>
<b>Total GROSS Expense:</b>	<b>\$1,663,018</b>	<b>\$1,585,593</b>	<b>\$167,502</b>	<b>\$28,363</b>	<b>\$495,756</b>	<b>\$190,132</b>	<b>\$4,130,364</b>	<b>\$568,335</b>	<b>\$4,863,418</b>



## 2. OVERTIME RATES.

2.1. The overtime hourly rates for supplemental services described in Exhibit A (Section 1.1.4), are as follows:

### 2.1.1. Law Enforcement Services

	<b>OVERTIME HOURLY RATES</b>	
<i>Position</i>	<i>Day Shift</i>	<i>Night Shift</i>
Sergeant	\$128.01	\$133.95
Deputy Sheriff	\$89.44	\$94.17
Deputy Sheriff K-9	\$94.17	\$98.90
Special Enforcement Officer	\$40.50	\$43.74

### 2.1.2. Public Safety Communications

<b>Fiscal Year</b>	<b>SPECIAL EVENT HOURLY RATES</b>
2015-16	\$76.00
2016-17	\$79.00