

LAW ENFORCEMENT SERVICES AGREEMENT

***Between the County of San Mateo
and the City of San Carlos***



July 1, 2015 through June 30, 2020

Version: May 6, 2015

A G R E E M E N T

FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SAN CARLOS

THIS AGREEMENT, entered into on the entered into on the ____ day of _____, 2015, by and between the **CITY OF SAN CARLOS**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "City" 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 City for the performance of City functions by the appropriate officers and employees of County; and*

***WHEREAS**, City is desirous of having the County provide law enforcement services through the Sheriff's Office, as hereinafter set forth, for and on behalf of City, within the territorial limits of said City, 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 A-1 - Assignment / Selection of Personnel
 - Exhibit B - Rates / Payments
 - 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, County shall provide law enforcement and police services within City. Said services are described in Exhibit A and Exhibit A-1.
- 2.2 The City is not limited to the services indicated in Exhibit A, but the City may request any 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 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth in Exhibit B and B-1.

3.1.1 The City will receive a quarterly overtime, salary, and benefits report that will include year-to-date expenditures for overtime, salary, special pays, and benefits. The report will provide a summary level comparison between the actual expenditures and budgeted amounts based on the costs for personnel outlined in the adopted Exhibit B-1.

3.1.2 Annual adjustments will be made in September of each year in such a way that if the City has a positive balance for overtime, salary, and benefits at year-end of the previous fiscal year, it will receive a credit, and if the City has a deficit, it will receive a debit in the subsequent quarterly billing. All computations will be based on actual overtime, salary, special pay and benefit costs.

3.1.3 The cost formula will be calculated by totaling the actual costs of overtime, salary, special pay and benefits of the assigned personnel and reconciling that figure to the City's budgeted amount. The annual adjustment process will occur as described in section 3.1.2 of this agreement.

3.2 The rates set forth in Exhibit B and Exhibit B-1 shall be readjusted by the County annually effective July 1 of each year, and attached as an Amendment to this Agreement, to reflect the cost of such services as provided in Government Code Section 51350 and in accordance with the policies and procedures for the determination of such rates as approved by the County Board of Supervisors. County shall provide City with the proposed rates for the following contract year on or before April 1 of each year.

3.3 The City 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, requested by City, 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.

3.5 Retirement – Unfunded Actuarial Accrued Liabilities.

3.5.1 Retirement rates reflected in Exhibit B-1 are calculated using the County's employer rate made up of a normal cost component and amortization of the Unfunded Actuarial Accrued Liability (UAAL) component. Upon annual receipt of City's CALPERS Actuarial Valuation for Safety Plan which documents the City's annual cost for UAAL for Police Only, subject to Section 3.5.2, County will credit the following four quarterly invoices by ¼ of the amount due from City to CalPERS for the UAAL payment made on behalf of the safety members from prior law enforcement.

3.5.2 Under no circumstances will this credit exceed County's Total UAAL attributed to the San Carlos Agreement or result in City obligation for retirement costs to County being below the County's normal cost as reflected in the annual actuarial valuation provided by SamCERA.

- 3.5.3 Credit will be applied beginning with the quarterly invoice immediately following receipt of City CALPERS report.
- 3.5.4 If City does not provide the report prior to the first quarter invoice, the invoice for the first quarter will be at the gross contract rate as reflected in Exhibit B-1 with retroactive credit/s applied the quarter immediately following receipt of such report.
- 3.5.5 It is City's responsibility to provide County with an official CalPERS report detailing the amount of UAAL for Police only. The credit will not include any amounts paid for other Safety members including Fire or non-Safety members.
- 3.5.6 In determining the threshold for normal cost, if County does not receive its annual SamCERA actuarial report prior to the first quarter invoice, normal cost will be calculated using the prior year's SamCERA actuarial report until the new report is received. The invoice immediately following receipt of the SamCERA report will reflect a retroactive adjustment due to the change in normal cost, when such change results in a reduction or addition to City liability to County.
- 3.5.7 City must provide County with proof of payment by July 31st of each year. If payment made to CalPERS for purposes identified in 3.5.1 is less than the applied credit, City will be billed for the difference. If payment made to CalPERS for purposes identified in 3.5.1 is higher than the credit received, the City will receive a retroactive adjustment subject to section 3.5.2 on the first invoice immediately following receipt of proof of such payment.
- 3.5.8 City will receive a credit that is based on the amortization of side fund payment and other UAAL contributions identified in future valuations for police subject to limitations identified in section 3.5.2. This credit will be adjusted annually to reflect actual payments in the same manner set forth in 3.5.7.1.
- 3.5.9 Proof of payment shall be a copy of canceled check in addition to any documentation sent to CalPERS with the payment.

4. TERM.

- 4.1 This Agreement shall be in full force and effect from **JULY 1, 2015 to JUNE 30, 2020.**
- 4.2 City shall notify County no later than January 1, 2020 of its desire for the Sheriff's Office to continue to provide law enforcement services for and on behalf of City within the territorial limits of City, and the parties shall thereafter endeavor to reach a mutual agreement for said law enforcement services to take effect upon 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 City may terminate this Agreement or a portion of the services referenced in the Exhibits based upon City's unavailability of funds, by providing written notice to County as soon as is reasonably possible after the City learns of said unavailability of funding.
- 5.4 If the City 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. HOLD HARMLESS.

- 6.1 City 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 negligent acts or omissions of City, its officers, agents and/or employees.
- 6.2 County shall defend, hold harmless and indemnify City, 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 negligent acts or omissions of County, its officers, agents, and/or employees.
- 6.3 In the event of the concurrent negligence of City, 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.

7. INSURANCE.

- 7.1 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.
 - 7.1.1 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.
 - 7.1.2 Liability Insurance. City 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 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 City'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

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- 8.1 Section 504. City 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.
- 8.2 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.
- 8.3 Equal Employment Opportunity. City 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. City's and County's equal employment policies shall be made available to either party upon request.
- 8.4 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 City Manager may request authorization to examine City's or County's employment records relating to this Agreement, as the case may be with respect to compliance with this paragraph, and City and County shall not unduly withhold authorization.
- 8.5 Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, City 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.
- 8.6 Other Statutory Compliance. City 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.
- 8.7 Compliance with Contractor Employee Jury Service Ordinance. City 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 City, 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 City or that the City deduct from the employees regular pay the fees received for jury service.

9. RETENTION OF RECORDS.

- 9.1 Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or City'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.
- 9.2 City 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.

10. MERGER CLAUSE.

- 10.1 This Agreement and the Transfer Agreement including the Exhibits attached to each 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 either Agreement shall be in writing and signed by the parties.

11. CONTROLLING LAW.

- 11.1 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.

12. DISPUTE RESOLUTION.

- 12.1 Should any dispute arise out of this Agreement, the parties 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.

13. FINES AND FORFEITURES.

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

13.2 As legally permitted and in compliance with federal, state, and local rules and regulations, City shall remain entitled to the following revenue during the duration of this agreement:

- Abandoned Vehicle Recovery
- First Chance Fee
- SB 90 reimbursements
- Drunk Driving Cost Recovery
- Vehicle Release Fee
- Accident Reports Fee
- Crime Reports
- Good Conduct Letter
- Incident Photos
- Repo Vehicle Info Entering Fee

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

13.4 Collection of Fees.

13.4.1 Any fees collected at 400 County Center by the County on City's behalf will be collected in accordance with City's fee schedule and shall be credited to the City on a quarterly basis.

13.4.2 Any fees collected on behalf of the County at the San Carlos Substation will be collected in accordance with the County's fee schedule and forwarded to County in a manner that is mutually agreed upon.

13.4.3 City will provide and maintain currency drawers. The assigned Records Technician will balance the currency drawer as required by the City.

13.5 POST reimbursements. City shall be credited for all POST reimbursements received by County for backfill of City's assigned deputies. All other POST reimbursements to remain revenue of County.

13.6 Third Party Providers. Any costs currently charged to the San Carlos Police Department, directly or indirectly, by third party providers other than the Sheriff's Office, the City reserves the right to either recover directly, or with the County's agreement, have those costs recovered by the County and credited against the Agreement for Law Enforcement Services with County.

14. NOTICES.

14.1 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 City, to:

City of San Carlos
ATTN: City Manager
600 Elm Street
San Carlos, CA 94070

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 SAN CARLOS

BY: _____
Jeff Maltbie, City Manager

DATE: _____

ATTEST:

BY: _____
City Clerk

EXHIBIT A SERVICES

Agreement for Law Enforcement Services between the County of San Mateo and City of San Carlos

In consideration of the payments set forth in Exhibit B and Exhibit B-1, County shall provide City with the following services:

1. DESCRIPTION OF SERVICES PROVIDED BY COUNTY.

1.1 LAW ENFORCEMENT SERVICES.

- 1.1.1 The County agrees, through the Sheriff of the County of San Mateo (hereinafter referred to as "Sheriff"), to provide general law enforcement services within the corporate limits of the City 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 City municipal codes.
- 1.1.3 General law enforcement services performed hereunder may include, if requested, by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

1.2 SUPPORT SERVICES.

- 1.2.1 Administrative staff provided to City, as outlined in Exhibit A-1, will provide general administrative support and will perform the services necessary for the collection of Abandoned Vehicle Recovery Fees and Alarms Permits & Response Fees.
- 1.2.2 Alarm Permit & Response Fees. City shall remain responsible for the actual billing and collection of Alarms Permit and Response revenue. Administrative staff will maintain and forward the necessary information to City's Finance Department for the billing and collection of said revenue upon request of City.
- 1.2.3 Records Fees. County's Sheriff's Records Bureau will perform the services necessary and collect fees on behalf of City for the following:
 - Vehicle Release Fee
 - Accident Reports
 - Crime Reports
 - Good Conduct Letter

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 City shall meet and confer to resolve such disputes.
- 2.3 All City employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the City 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 City 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 City. Except as herein otherwise specified, the City 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. DEPLOYMENT OF PERSONNEL.

- 3.1 Services performed hereunder shall be developed in conjunction with the Sheriff and detailed in *Exhibit A-1 - Assignment / Selection of Personnel*.
- 3.2 An updated/revised Exhibit A-1 shall be signed and authorized annually by the City and the Sheriff or Sheriff's designee before each July 1, and attached hereto as an amended Exhibit A-1.

4. REPORTS.

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

5. UNIFORMS & INSIGNIA.

- 5.1 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.
- 5.2 Similarly, patrol vehicles used by deputies assigned to provision of services under this Agreement shall bear the markings and insignia of both the Sheriff's Office and City's logo. Any future changes to the markings and insignia of the San Carlos Bureau vehicles may be made by mutual agreement of the Sheriff and the City Manager.
- 5.3 If the City should desire any customization of uniforms or insignia relative to services provided, the City 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 City.

6. CITY OBLIGATIONS.

- 6.1 City 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 City. The area to be utilized for the substation includes the following areas:
- 6.1.1 Ground floor, which supports the Patrol function of the department, will be used in its entirety by the Sheriff's Office and includes the following:
- Briefing room
 - Patrol Sergeant's office
 - Report writing room
 - Evidence packaging and equipment storage area
 - Booking area and suspect interview room
 - Two (2) holding cells
 - Single unisex restroom
 - Women's restroom and Locker (#32) Room
 - Men's restroom and Locker (#59) Room
 - Kitchen/Vending area with adjacent storage room
 - Secured Property/Evidence room with outer property lockers
 - Secured Armory
- 6.1.2 Main Floor which consists of:
- Three (3) offices
 - Gym access
 - "Meet and Greet" area for the public.
 - Report Writing Workstation for officers/deputies
- 6.1.3 Basement (Ground Floor) Parking Area which consists of reserved area for Patrol vehicles and Sheriff's Office staff.
- 6.1.4 Other areas currently used by City for storage of evidence or for other law enforcement purposes
- 6.1.5 County shall reimburse City One Dollar (\$1) for the lease of the Substation.
- 6.2 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 City and adjacent thereto.
- 6.3 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 City, the same shall be supplied by said City at its own cost and expense.

7. PERFORMANCE OF AGREEMENT.

- 7.1 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.
- 7.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

EXHIBIT A - 1

ASSIGNMENT / SELECTION OF PERSONNEL

Agreement for Law Enforcement Services between the
County of San Mateo and City of San Carlos

1. ASSIGNMENT OF PERSONNEL.

1.1 FY 2015-16 Assigned Personnel.

<i>POSITION</i>	<i># of FTE</i>
Captain	0.80
Sergeants	5
Deputies	16
Community Service Officers	4
Administrative Secretary	1
Records Technician	1
TOTAL # (FTE) ASSIGNED	27.80

2. ASSIGNMENT OF SPECIFIC PERSONNEL.

- 2.1 In the event that the position of Captain assigned to the City (via this Agreement) needs to be filled, the Sheriff will provide City with three (3) candidates for consideration. City Manager shall select one of the three candidates.
- 2.2 The City Manager may request reassignment of personnel assigned to the City at any time. The Sheriff and City Manager shall meet and confer regarding the request within ten (10) days.

EXHIBIT B

RATES / PAYMENTS

Agreement for Law Enforcement Services between the County of San Mateo and City of San Carlos

In consideration of the services described in Exhibit A and Exhibit A-1, City shall pay County based on the following fee schedule:

1. **CHARGES FOR SERVICES.**

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

2. **INVOICING / BILLING.**

- 2.1 On a quarterly basis in accordance with Section 3 below, Sheriff's Office Fiscal Services Bureau shall submit to City an invoice at the end of the third month of each quarter.
- 2.2 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
Redwood City, CA 94063

3. **PAYMENTS.**

- 3.1 Total charges for **FY 2015-16** are **\$7,656,264** and shall be paid by City to County according to the following payment schedule:
 - Initial payment of \$1,914,066 is due on or before July 1, 2015;
 - \$1,914,066 due on or before October 1, 2015;
 - \$1,914,066 due on or before January 1, 2016; and
 - \$1,914,066 due on or before April 1, 2017.

**NOTE: UAAL credits are not reflected in the above amounts.*
- 3.2 Future Fiscal Year payments will be in accordance with the revised Exhibit B-1 effective July 1 of each year. Payments will be due the first day of each quarter for each subsequent year of this Agreement.

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

- 4.1 City shall not be responsible for paying Booking Fees or Forensic Laboratory Fees to the County.

5. **JOINT POWERS AGREEMENTS.**

- 5.1 City shall continue to be responsible for fees set forth in the Joint Powers Agreements pertaining to the Narcotics Task Force (NTF) and Office of Emergency Services (OES).

EXHIBIT B-1

CALCULATED RATES

FY 2015-16

Agreement for Law Enforcement Services between the County of San Mateo and City of San Carlos

San Mateo County Sheriff's Office					FY 2015-16							
Operations Division - Patrol Bureau												
San Carlos												
*Unfunded Actuarial Accrued Liability is for 60% One Detective and 80% for Captain Due to Cost Apportionment												
Patrol Deputies on 84/12 Schedule												
Services Description	Employee Salaries	Employee Benefits	Workers Comp Insurance	Night Shift Pay	Replacement Costs For Officer Leave & Event Of	Other Pers. Costs (POST, Uniform Allow, Exp. Pay)	Total Personnel Costs	Direct & Allocated Operating Expense	Total Actual Costs	Unfunded Actuarial Accrued Liability	City of San Carlos	Sheriff
Patrol Positions												
Team 1 0600-1800 3 Deputies	\$322,293	\$299,125	\$33,290	---	\$120,300	\$30,071	\$805,079	\$6,614	\$811,693	\$162,535	\$811,693	
Team 2 0600-1800 3 Deputies	\$322,293	\$299,125	\$33,290	---	\$120,300	\$30,071	\$805,079	\$6,614	\$811,693	\$162,535	\$811,693	
Team 3 1800-0600 2 Deputies	\$214,862	\$207,768	\$23,368	\$12,333	\$84,443	\$20,047	\$562,821	\$4,409	\$567,231	\$114,089	\$567,231	
Team 4 1800-0600 2 Deputies	\$214,862	\$207,768	\$23,368	\$12,333	\$84,443	\$20,047	\$562,821	\$4,409	\$567,231	\$114,089	\$567,231	
Team 3 & 4 1800-0600 K-9 (2 Deputies @ 1 each Team)	\$214,862	\$216,120	\$24,542	\$12,333	\$88,686	\$32,380	\$588,923	\$4,409	\$593,333	\$119,821	\$593,333	
Traffic Enforcement												
Motorcycle Deputy	\$107,431	\$104,232	\$11,733	---	---	\$16,704	\$240,100	\$2,205	\$242,305	\$57,283	\$242,305	
Motorcycle Deputy	\$107,431	\$104,232	\$11,733	---	---	\$16,704	\$240,100	\$2,205	\$242,305	\$57,283	\$242,305	
Community Service Officer (4 Extra Help)	\$103,002	\$8,652	\$670	---	---	\$3,568	\$115,891	\$6,419	\$122,310	---	\$122,310	
Investigative Services												
One Detective @ 100%	\$102,315	\$105,289	\$11,881	---	---	\$23,381	\$242,867	\$2,205	\$245,071	\$58,009	\$245,071	
One Detective @ 100%	\$102,315	\$105,289	\$11,881	---	---	\$23,381	\$242,867	\$2,205	\$245,071	\$34,339	\$145,071	\$100,000
Supervision Costs												
Team I Sergeant 0600-1800	\$123,462	\$123,165	\$13,223		\$40,957	\$16,325	\$317,130	\$2,205	\$319,335	\$64,558	\$319,335	
Team II Sergeant 0600-1800	\$123,462	\$123,165	\$13,223		\$40,957	\$16,325	\$317,130	\$2,205	\$319,335	\$64,558	\$319,335	
Team III Sergeant 1800-0600	\$123,462	\$128,389	\$13,897	\$7,087	\$43,046	\$16,325	\$332,206	\$2,205	\$334,410	\$67,852	\$334,410	
Team IV Sergeant 1800-0600	\$123,462	\$128,389	\$13,897	\$7,087	\$43,046	\$16,325	\$332,206	\$2,205	\$334,410	\$67,852	\$334,410	
Support												
Records Technician	\$56,742	\$45,162	\$390	---	---	\$450	\$102,744	\$1,605	\$104,349	\$12,126	\$104,349	
CSO General	\$51,501	\$41,707	\$335	---	\$10,530	\$450	\$104,523	\$1,605	\$106,128	\$10,408	\$106,128	
CSO General	\$51,501	\$41,707	\$335	---	\$10,530	\$450	\$104,523	\$1,605	\$106,128	\$10,408	\$106,128	
Administrative Secretary III	\$66,706	\$45,546	\$434	---	---	---	\$112,686	\$1,605	\$114,290	\$13,481	\$114,290	
Administration												
Chief (Captain)-80/20 split	\$177,692	\$160,641	\$19,217	---	---	\$25,061	\$382,611	\$2,205	\$384,816	\$75,060	\$307,853	\$76,963.15
Administrative Sergeant	\$117,582	\$118,289	\$12,593	---	\$39,006	\$15,590	\$303,061	\$2,205	\$305,265	\$61,484	\$305,265	
Total Personnel Expense:	\$2,827,235	\$2,613,762	\$273,299	\$51,173	\$726,246	\$323,654	\$6,815,368	\$61,340	\$6,876,708	\$1,327,771	\$6,699,745	\$176,963
Vehicles												
Patrol Vehicles - Per Mile Charge	10 Patrol cars, 2 unmarked & 2 trucks - All Direct Billing							\$221,000	\$221,000		\$221,000	
Patrol Vehicles -Repl. Chrg	10 Patrol cars, 2 Unmarked & 2 trucks							\$182,429	\$182,429		\$182,429	
Traffic Vehicle 1	1 Traffic car @ 20,000 x \$0.60							\$12,000	\$12,000		\$12,000	
Traffic Vehicle replacement	1 Traffic car @ \$12,327 amortization annually							\$12,327	\$12,327		\$12,327	
Motorcycles	2 Motorcycles @ 4,500 miles x \$1 per mile							\$9,000	\$9,000		\$9,000	
Motorcycles - Annual Repl. Chrg	2 Motorcycles @ \$4,500 per year							\$9,000	\$9,000		\$9,000	
Citation Vehicles - per Mile Charge	1 Utility Vehicles @ 4,500 miles x \$0.55							\$2,475	\$2,475		\$2,475	
Citation Vehicles - Annual Repl. Chrg	1 Utility Vehicles @ \$3,750 per year							\$3,750	\$3,750		\$3,750	
Allocated Share of Patrol Costs												
Radio (30 portable radios) & Communications								\$31,920	\$31,920		\$31,920	
ISD - CORE Charges								\$65,426	\$65,426		\$65,426	
Auto Liability Insurance								\$12,257	\$12,257		\$12,257	
Safety Equip Maint. & Replcmt								\$9,489	\$9,489		\$9,489	
Office Expense								\$20,000	\$20,000		\$20,000	
Software License/Maintenance								\$4,000	\$4,000		\$4,000	
Other Misc. Expenses								\$12,250	\$12,250		\$12,250	
Total Direct Operating Expense:								\$607,323	\$607,323	\$0	\$607,323	\$0
Departmental Support Svcs												
Adm/Fisc/Payroll/Pers/Train/Rec/Tech/Prop								\$349,197	\$349,197		\$349,197	\$0
Subtotal: Sheriff's Basic Svcs:	\$2,827,235	\$2,613,762	\$273,299	\$51,173	\$726,246	\$323,654	\$6,815,368	\$1,017,859	\$7,833,227	\$1,327,771	\$7,656,264	\$176,963
Total GROSS Expense:	\$2,827,235	\$2,613,762	\$273,299	\$51,173	\$726,246	\$323,654	\$6,815,368	\$1,017,859	\$7,833,227	\$1,327,771	\$7,656,264	\$176,963
Credit for CalPERS UAAL (Actual credit based on City payment to CalPERS for Safety UAAL subject to limitations set in contract)											\$-1,212,481	
Total NET Expense:									\$7,833,227	\$1,327,771	\$6,443,783	\$176,963

2. OVERTIME RATES.

2.1. The overtime hourly rates for supplemental services described in Exhibit A (Section 1.1.3) are as follows:

Position	FY2015-16 Overtime Hourly Rate
Sergeant - Day Shift	\$106.57
Sergeant - Night Shift	\$112.01
Sergeant - Detective - Day Shift	\$117.45
Sergeant - Detective - Night Shift	\$122.89
Deputy Sheriff - Detective	\$100.55
Deputy Sheriff - Day Shift	\$89.44
Deputy Sheriff - Night Shift	\$94.17
K-9 Deputy Sheriff - Day Shift	\$94.17
K-9 Deputy Sheriff - Night Shift	\$98.90
Motorcycle Deputy Sheriff	\$94.17
Community Services Officer	\$40.50
Community Services Officer - Night	\$43.74