

AGREEMENT BETWEEN

THE PENINSULA CORRIDOR JOINT POWERS BOARD (JPB), THE SAN MATEO COUNTY TRANSIT DISTRICT (DISTRICT) (COLLECTIVELY, "THE AGENCIES")

AND

THE COUNTY OF SAN MATEO (CONTRACTOR)

**AGREEMENT SUMMARY\***

**Board of Directors' Date of Award:** JPB: June 4, 2020; District: June 3, 2020

**Resolution Number:** JPB: 2020-22; District: 2020-28

**Effective Date of Agreement:** July 1, 2020

**Services to be Performed (Section 1):** Law enforcement services

**Term of Agreement (Section 3):**

One five (5) year term commencing on July 1, 2020 and ending on June 30, 2025.

One five (5) one-year option term, if exercised and Board approved, commencing on July 1, 2025 and ending on June 30, 2030.

**Contractor's Key Representative (Section 4):** Lieutenant Andrew Armando  
(650) 551-6111  
[aarmando@smcgov.org](mailto:aarmando@smcgov.org)

**Compensation (Section 5):**

The estimated amount of \$ 40,425,828 for the 5-year base term

The estimated amount of \$52,662,290 for the 5-year option term

\*This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

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This AGREEMENT for Law Enforcement Services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (JPB), the San Mateo County Transit District (DISTRICT) (collectively, the "AGENCIES") located at 1250 San Carlos Avenue, San Carlos, CA 94070 and the County of San Mateo (CONTRACTOR), located at 400 County Center, 3<sup>rd</sup> Floor, Redwood City, CA 94063 (the "Parties").

## **1. SCOPE OF SERVICES**

This is an Agreement to provide law enforcement services. The CONTRACTOR agrees to provide these services to the AGENCIES in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise reasonable care, skill, efficiency, and judgment in providing law enforcement services in providing law enforcement services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONTRACTOR's services will consist of the services set forth in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A.

## **2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- (1) This Agreement, including Attachment A, Insurance Requirements;
- (2) Exhibit A, Scope of Services; and
- (3) Task Orders, if applicable; and
- (4) Exhibit B, Payment Terms

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## **3. TERM OF AGREEMENT**

The term of this Agreement will be for a five-year term commencing upon July 1, 2020 and ending on June 30, 2025. The CONTRACTOR will furnish the AGENCIES with all the materials, equipment and services called for under this Agreement.

The AGENCIES reserve the right, in its sole discretion, to exercise up to one five-year option term to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCIES determine to exercise the option term, the AGENCIES will give the CONTRACTOR at least 90 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto, as specified herein, is subject to the AGENCIES' right to terminate the Agreement in accordance with Section 20 of this Agreement.

#### **4. CONTRACTOR'S REPRESENTATIVE**

At all times during the term of this Agreement Lieutenant Andrew Armando will serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Contractor, the CONTRACTOR may substitute this person with another person, who will possess similar qualifications and experience for this position.

#### **5. COMPENSATION**

The CONTRACTOR agrees to perform all of the services included in Section 1 for a total estimated amount of forty million, two hundred and forty-five thousand, eight hundred and twenty-eight dollars (\$40,245,828), in accordance with Exhibits A and B. The total amount will include all labor, materials, taxes, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The calculated rates will be as set forth in Exhibit B. The AGENCIES will pay the CONTRACTOR in accordance with Section 6.

In the event that the AGENCIES exercise their right to extend this Agreement, the CONTRACTOR agrees to perform all of the optional services in Section 1 for a total estimated amount of fifty two million, six hundred and sixty-two thousand, two hundred and ninety dollars (\$52,662,290), in accordance with Exhibits A and B. The total amount will include all labor, materials, taxes, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR. The calculated rates will be as set forth in Exhibit B. The AGENCIES will pay the CONTRACTOR in accordance with Section 6.

The agreed upon calculated rates will include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the CONTRACTOR necessary for the performance of all the services called for under this Agreement.

The calculated labor rates will remain firm during the first-year of this Agreement. The AGENCIES will pay the CONTRACTOR in accordance with Section 6.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONTRACTOR may, upon written request, adjust prospectively its cost estimates. In the submitted written request for an increase in rates, the Contractor must explain why:

- A change is warranted based on documented change; or
- Costs have increased; or
- A change to Local, State, Federal regulations or taxes not known at the time of original contract and subsequent increase requests.

The request shall be considered by the AGENCIES and may be accepted or rejected or negotiated.

The total charges for services performed pursuant to this Agreement will increase no more than 4% from year to year, effective July 1 of each year. However, the parties understand that under no circumstances will the CONTRACTOR be required by this Agreement to provide services, the total annual cost of which to the CONTRACTOR exceeds the total annual amount paid by the AGENCIES. Accordingly, in the event that the annual charges for services performed pursuant to this Agreement are insufficient to cover the CONTRACTOR's annual cost of providing them, the parties agree that the CONTRACTOR may reduce the level of service provided to the extent necessary to ensure that the County's costs do not exceed the amount paid by the AGENCIES. The CONTRACTOR will meet and confer with the AGENCIES to determine the nature of any service reductions required by this provision. However, the ultimate decision as to how CONTRACTOR resources are reallocated will lie with the CONTRACTOR.

## **6. MANNER OF PAYMENT**

The CONTRACTOR must submit quarterly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number 20-S-J-P-004, and the AGENCIES' Project Manager's name. The AGENCIES will pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCIES reserve the right to withhold payment to the CONTRACTOR if the AGENCIES determine that the quantity or quality of the work performed is unacceptable. The AGENCIES will provide written notice to the CONTRACTOR within 10 business days of the AGENCIES' decision not to pay and the reasons for non-payment. If CONTRACTOR disagrees with the AGENCIES' decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCIES' decision to the AGENCIES within 30 calendar days of the AGENCIES' notice. If CONTRACTOR does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCIES' decision.

Submit one copy of each invoice as a PDF via email to [AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

## **7. NOTICES**

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCIES' Deputy Director of Safety and Security, or designee, and the CONTRACTOR's Transit Police Bureau Lieutenant.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCIES: Secretary  
Peninsula Corridor Joint Powers Board  
San Mateo County Transit District  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
San Mateo County Transit District  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONTRACTOR: San Mateo County Sheriff's Office  
Attn: Lieutenant Andrew Armando  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **8. USE OF SUBCONTRACTORS**

The CONTRACTOR must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCIES, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement.

## **9. CONFIDENTIALITY**

Any AGENCIES materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement ("confidential information") will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCIES' Executive Director/General Manager/CEO or designee.

## **10. CHANGES**

The AGENCIES may, by written request, seek changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both.

The Parties will meet on a regular basis, at least every three to four months, to discuss and collaborate on the appropriate level of services to be provided by CONTRACTOR. Following the collaborative process, CONTRACTOR will be notified of any changes directed by AGENCIES to the scope of work and services, which will be implemented by CONTRACTOR one month from the date of such notice. An equitable adjustment as mutually agreed will be made to the CONTRACTOR's compensation as set forth in Section 5.

In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCIES conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR will so advise the AGENCIES immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCIES prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes.

Failure to provide written notice and receive AGENCIES approval for extra work prior to performing extra work may, at the AGENCIES' sole discretion, result in nonpayment of the invoices reflecting such work.

## **11. HOLD HARMLESS**

A. AGENCIES shall defend, hold harmless and indemnify CONTRACTOR, 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 AGENCIES, 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 CONTRACTOR, its officers, agents, and/or employees pursuant to this Agreement, in which case such claims shall be governed by Section 11.B. In addition,

AGENCIES shall defend, hold harmless and indemnify CONTRACTOR, 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 AGENCIES, its officers, agents and/or employees which occurred prior to the effective date of this Agreement.

B. CONTRACTOR shall defend, hold harmless and indemnify AGENCIES, 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 CONTRACTOR, 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.

C. In the event of the concurrent negligence of AGENCIES, their directors, officers, agents and/or employees, and CONTRACTOR, 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.

## 12. **INSURANCE**

A. 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.

(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.

(2) Liability Insurance. AGENCIES and CONTRACTOR 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 AGENCIES' and CONTRACTOR's operations under this Agreement, whether such operations be by himself/herself or by any subcontractor 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

The CONTRACTOR and AGENCIES may self-insure all or part of the insurance requirements of this provision.

**13. RELATIONSHIP OF PARTIES**

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

**14. ASSIGNMENT**

The CONTRACTOR must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCIES.

**15. AGENCIES WARRANTIES**

The AGENCIES makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**16. AGENCIES REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCIES, the AGENCIES' Executive Director/General Manager/CEO, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCIES.

**17. WARRANTY OF SERVICES**

Not applicable.

**18. DISPUTE RESOLUTION**

Should any dispute arise out of this Agreement, the CONTRACTOR's Sheriff and the AGENCIES' Executive Director/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 the purposes of the settlement and each party shall bear its own legal costs.

**19. TEMPORARY SUSPENSION OF WORK**

The AGENCIES, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCIES may deem necessary due to the failure on the part of the CONTRACTOR to carry out orders given or to perform any provision of the Agreement. The CONTRACTOR will comply immediately with the written order of AGENCIES to suspend the work wholly or in part. The suspended work will be resumed when the CONTRACTOR is provided with written direction from AGENCIES to resume the work.

**20. RIGHT OF TERMINATION**

A. 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.

B. 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.

C. Notwithstanding any provision herein, AGENCIES may terminate this Agreement effective immediately based upon AGENCIES' unavailability of funds, by providing written notice to CONTRACTOR as soon as is reasonably possible after AGENCIES learns of said unavailability of funding.

D. If AGENCIES terminates for unavailability of funds, AGENCIES shall pay CONTRACTOR for: (1) the Services actually performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that CONTRACTOR must necessarily incur as a direct result of early termination of the Agreement.

E. 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 AGENCIES is willing and able to pay, AGENCIES may provide a written Notice of Termination of this Agreement by April 15th. If AGENCIES provides such a Notice, it will be effective July 1 of that year.

**21. LIQUIDATED DAMAGES**

Not Applicable.

**22. PREVAILING WAGE**

Not Applicable.

**23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONTRACTOR and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit.

The CONTRACTOR and its subcontractors/subcontractors will permit the AGENCIES, the State Comptroller, and their authorized representatives, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONTRACTOR's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will also provide such assistance as may be required in the course of such audit and the Parties will share those costs that the CONTRACTOR can show it incurred in assisting with the audit. The CONTRACTOR will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement

If, as a result of the audit, it is determined by the AGENCIES' auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONTRACTOR agrees to meet and confer with the AGENCIES about the findings.

**24. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONTRACTOR will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONTRACTOR will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts.

Further, the CONTRACTOR agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and

the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

**25. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws.

The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws.

Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**26. CONFLICT OF INTEREST**

No person previously in the position of Director, Officer, employee or agent of the AGENCIES during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AGENCIES, or any Officer or employee of the AGENCIES, for a period of one (1) year after leaving office or employment with the AGENCIES if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**27. SUBSTANCE ABUSE PROGRAM**

CONTRACTOR will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the AGENCIES to

undergo pre-employment drug testing and make drug test result inquiries of prior regulated employers. Safety sensitive employees will also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by CONTRACTOR's drug and alcohol testing program.

The CONTRACTOR must notify the AGENCIES' Project Manager/Contract Administrator immediately of any violation of the regulations or failure to test.

Any employee of the CONTRACTOR found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the CONTRACTOR utilizes their own pre-established program or a third party administrator's, CONTRACTOR must fully cooperate with the AGENCIES in such monitoring efforts, provide any requested documents or information. CONTRACTOR agrees that all records produced and maintained in the performance of the program are subject to review by the AGENCIES in a facility not more than 100 miles away.

CONTRACTOR agrees to timely notify the AGENCIES with names of their safety-sensitive employees, including any additions or deletions during the contract term.

CONTRACTOR agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of CONTRACTOR's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the AGENCIES, may result in the Agreement being terminated for default.

## **28. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach.

A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

## **29. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**30. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**31. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder.

**32. RIGHTS AND REMEDIES OF THE PARTIES**

The rights and remedies of the Parties provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**33. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.

**34. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONTRACTOR and the AGENCIES. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

SAN MATEO COUNTY TRANSIT DISTRICT:

Signature: E-SIGNED by Jim Hartnett  
on 2020-06-17 20:21:37 GMT

Print: Jim Hartnett

Title: General Manger/CEO

Date: June 17, 2020

COUNTY OF SAN MATEO:

Signature: \_\_\_\_\_

Print: Supervisor Warren Slocum

Title: President, San Mateo Co BOS

Date: \_\_\_\_\_

PENINSULA CORRIDOR JOINT POWERS BOARD:

Signature: E-SIGNED by Jim Hartnett  
on 2020-06-17 20:21:42 GMT

Print: Jim Hartnett

Title: Executive Director

Date: June 17, 2020

ATTEST:  
By: E-SIGNED by Dora Seamans  
on 2020-06-17 19:01:39 GMT  
AGENCIES Secretary

ATTEST:  
By: \_\_\_\_\_  
Clerk of San Mateo County Board

APPROVED AS TO FORM:

By: E-SIGNED by Julie Sherman  
on 2020-06-17 18:52:26 GMT  
Attorney for the AGENCIES

## **ATTACHMENT A – (DISTRICT & JPB)**

### **INSURANCE REQUIREMENTS**

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the DISTRICT. Prior to beginning work under this Agreement, CONTRACTOR shall provide the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS) with satisfactory evidence of compliance with the insurance requirements of this Section by submitting such evidence of compliance to the address indicated in C.1. below.

#### **A. MINIMUM TYPES AND SCOPE OF INSURANCE**

- 1. Workers' Compensation and Employer's Liability Insurance.**
  - a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
  - b. Employer's Liability coverage with minimum limits of \$1 million.
  - c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
    - Waiver of Subrogation.



**2. Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least \$5 million per occurrence or claim and a general aggregate limit of at least \$5 million. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

**3. Business Automobile Liability Insurance.**

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$5 million per accident or loss.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

**4. Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:

- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of the DISTRICT, if any.
- Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

**5. Police Professional Liability Insurance.**

Police Professional Liability insurance policy covering acts, errors, and omissions, and having minimum limits of liability of \$5 million per claim or occurrence and \$5 million annual aggregate. The policy shall cover all services and work performed under this Agreement and include, but not be limited to, coverage for assault or battery; improper administration or the failure to render first aid; wrongful failure or refusal to provide proper medical care; erroneous service of legal process; wrongful interference with property rights; wrongful interference with civil rights; violation of or invasion of the right of privacy;

**D. ENDORSEMENTS**

**1. Additional Insured.**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the San Mateo County Transit District and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**2. Waiver of Subrogation.**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the San Mateo County Transit District and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**3. Primary Insurance.**

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the San Mateo County Transit District.

**4. Separation of Insureds.**

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the San Mateo County Transit District as an Additional Insured shall not in any way affect DISTRICT's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the San Mateo County Transit District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**E. GENERAL PROVISIONS**

**1. Notice of Cancellation.**

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the DISTRICT's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:  
San Mateo County Transit District  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR  
Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR  
Fax: (562) 435-2999

**2. Acceptable Insurers.**

All policies will be issued by insurers acceptable to the DISTRICT (generally with a Best's Rating of A- 10 or better).

**3. Self-insurance.**

Upon evidence of financial capacity satisfactory to the DISTRICT and CONTRACTOR's agreement to waive subrogation against the DISTRICT respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**4. Failure to Maintain Insurance.**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the DISTRICT property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**5. Claims Made Coverage.**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**6. Deductibles and Retentions.**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

**ATTACHMENT B – FEDERAL REQUIREMENTS**

**FEDERALLY REQUIRED CLAUSES**  
**TRANSIT SERVICES CONTRACTS**

- A. FLY AMERICA REQUIREMENTS.** The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.
- B. ENERGY CONSERVATION.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*
- C. RECYCLED PRODUCTS.** The Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.
- D. ACCESS TO RECORDS AND REPORTS.**

See Agreement.

- E. FEDERAL CHANGES.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (23) dated October 1, 2016) between the District and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to so comply shall constitute a material breach of this Contract.
- F. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal

Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **G. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Contract work is being performed.

In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### **H. CIVIL RIGHTS REQUIREMENTS.**

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of

1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons

with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.**

Not Applicable.

- J. SAFE OPERATION OF MOTOR VEHICLES.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the District. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

- K. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.** The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the District requests which would cause the District to be in violation of the FTA terms and conditions.

**L. CLEAN WATER AND AIR REQUIREMENTS.**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.

The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.



**M. LOBBYING.** Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the District. Contractor shall ensure that all of its subcontractors under this Contract shall certify the same. The District is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the RFP Documents, including instructions for completion.

**N. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.** This contract is a covered transaction for purposes of 2 CFR Parts 180. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.935.

The Contractor is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**O. CHARTER SERVICE OPERATIONS.**

Not Applicable

**P. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.**

Not Applicable

**Q. SCHOOL BUS OPERATIONS.**

Not Applicable

**R. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

Not Applicable

**S. SUBSTANCE ABUSE PROGRAM.**

See Agreement.

# EXHIBIT A

## SCOPE OF 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 law enforcement services to the Peninsula Corridor Joint Powers Board (JPB) and the San Mateo County Transit District (District) (collectively, the "Agencies"), including SamTrans and Caltrain properties, through the San Mateo County Sheriff's Office Transit Police Bureau ("Transit Bureau") as set forth in the Agreement ("Services") to support its day-to-day operations.
- a.) Selective patrol services 20 hours a day, 365 days a year within the jurisdictional areas of the Agencies from 0500-0100.
  - b.) All management and oversight associated with providing law enforcement services.
  - c.) All activities associated with personnel, including recruitment and training
  - d.) Respond to 911 emergency routine calls for service
  - e.) Conduct selective criminal investigations
  - f.) Function as the Sheriff's liaison to the Agencies in matters involving training and coordination for emergency operations.
  - g.) Maintenance of all records, police reports and required/related documents.
  - h.) Maintenance and management of the property/evidence function.
  - i.) Court Liaison duties & responsibilities.
  - j.) 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.
  - k.) In addition to the forgoing, the Sheriff's Office has the Special Weapons and Tactics (SWAT) Team, Forensic Laboratory, and Bomb Unit available to the Agencies when deemed necessary within San Mateo County.
  - l.) Crime analysis and reporting
  - m.) Participate in federally mandated joint anti-terrorism drills, training sessions, and intelligence sharing with other local, state, and federal law enforcement agencies

- n.) Ride Caltrain trains (3 counties), SamTrans buses (San Mateo County and Palo Alto only), and maintain high visibility at key Agencies critical infrastructure at contracted locations.
  - o.) Provide law enforcement presence during periodic fare enforcement and passenger screening details
  - p.) Conduct proactive grade crossing enforcement operations
  - q.) Conduct proactive anti-crime operations in areas as set forth below when not handling a dispatched call.
  - r.) Provide additional law enforcement services to address unforeseen events/ requirements.
- 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 the Agencies 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 Sheriff's Office will contract with an outside vendor for processing and parking citations. (Contract is currently with Turbo)
  - 1.1.3.2 Distribution of fines, forfeitures, and penalties will be in accordance with the agreement SamTrans has developed with the Agencies 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 Agencies 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 Agencies. Requests shall be made by the Agencies Deputy Director of Safety and Security or such other person who may be designated by the GM/CEO of the Agencies.
- 1.1.4.1 Special Events – The Transit Bureau Lieutenant will be the point of contact for special events including major sporting events, holiday train, and other activities approved by the Agencies. The Transit Bureau Lieutenant will set the minimum level of staffing and the Agencies may set above that a maximum level of staffing. In determining staffing needs for these events, the Transit Bureau Lieutenant and Agencies will consult with one another. . . . The Sheriff's Office will provide supplemental support for these events at additional cost as outlined in Exhibit B-1 on a quarterly basis.
- 1.1.5 The San Mateo County Sheriff's Office will not provide law enforcement services to Agencies property that is leased/rented to a third party not associated to rail services or operations. Any investigations involving rail

property and parking lots that are leased / rented to a third party will be the responsibility of the agency of jurisdiction.

Examples of Agencies property that fall under this section includes; but is not limited to the following: Any Amtrak/Union Pacific rail lines; any non-fare generating vehicles; property leased to Cities/Counties, private business owners and other transportation agencies; parking Stalls which are not marked for Caltrain but are located on Caltrain property any Amtrak / Union Pacific offices and or property. The Sheriff's Office will work with Safety and Security and the Agencies Real Estate department to determine current lease/license agreements which will fall under this section. However, for clarification, the Transit Bureau shall, at the request of the Deputy Director of Safety and Security, provide law enforcement services in connection with meetings of the board of directors of the Agencies taking place within San Mateo County.

#### 1.1.6 Rail and Bus

It is intended that the Transit Bureau apply its training, special expertise, experience and advice

In general for all relevant law enforcement services in connection with rail and bus services provided by the Agencies. It is further intended to focus the Transit Bureau efforts to those matters and areas in which it can be most effective and responsive, and to recognize the responsibilities and ability of other local law enforcement agencies within the three counties of service to appropriately respond and investigate crimes and other activities within their jurisdictions. It is further intended that the Transit Bureau will work and liaison with local law enforcement agencies in connection with providing such law enforcement services , and it is recognized that effective local law enforcement agency response and investigation where appropriate enhances the safety and security of the Agencies, their employees, passengers and the communities they serve.

It is further intended that as such, except as otherwise described in this Exhibit A, the Transit Bureau will focus its efforts as described below.

#### RAIL: Santa Clara County, San Mateo County and San Francisco County-

The Transit Bureau will investigate all train related accidents, and/or suicides occurring in San Francisco, San Mateo and Santa Clara Counties. The Transit Bureau will also respond to and investigate all assaults on conductors and assaults by conductors occurring on the train in San Francisco, San Mateo, and Santa Clara Counties. The Transit Bureau will be responsible for patrolling train stations, right-of-ways, and for proactively riding trains throughout the three counties. This scope of work includes occasional surges for enforcement at grade crossings in all three counties.

In San Mateo County, the Transit Bureau will investigate all crimes related to Caltrain including the right-of-ways, platforms and on the trains. Crimes occurring in the parking areas will be the responsibility of the law enforcement agency of the local jurisdiction and it will be the responsibility of the Transit Bureau to liaison with the law enforcement agency of jurisdiction to ensure proper reporting and compliance with FRA mandates.

In San Francisco and Santa Clara Counties, the Transit Bureau will only investigate the following misdemeanor crime types: missing persons, lost property, bicycle thefts and conductor assaults (which includes assaults on conductors and assaults by conductors). For felony crimes related to Caltrain which occur outside of San Mateo County, the Transit Bureau will not be the investigating agency. However, it will be the responsibility of the Transit Bureau to liaison with the law enforcement agency of jurisdiction to ensure proper reporting and compliance with FRA mandates.

**BUS:** Santa Clara County, San Mateo and San Francisco County

**Crimes:** The Sheriff's Office will only provide law enforcement services for crimes that occur onboard SamTrans buses in San Mateo County and Palo Alto. Crimes that occur at bus kiosks, bus shelters, and bus stops (posted signs) will be the responsibility of the local jurisdiction. If there is an assault on a bus operator on a bus outside of San Mateo County and Palo Alto the Transit Bureau will respond as needed. However, the local jurisdiction will retain responsibility for and be responsible for the investigation.

For all criminal investigations occurring outside of San Mateo County and Palo Alto, the law enforcement agency of jurisdiction will complete the report. It will be the responsibility of the Transit Bureau to liaison with the law enforcement agency of jurisdiction to ensure proper reporting and compliance with FRA mandates. The Sheriff's Office will compile related statistics to suit the needs of the Agencies.

The Transit Bureau will be responsible for obtaining all reports needed for NTD and FRA reporting from the jurisdictional law enforcement agency and provide them to the Agencies. The Transit Bureau will further be responsible for requesting, obtaining and providing video related to SamTrans to the jurisdictional law enforcement agencies.

The Transit Bureau will further provide uniformed and/or undercover Deputy presence on SamTrans buses based on circumstances that determine a need. This Deputy presence would be within San Mateo County and Palo Alto only and would be related to deterring crimes occurring on buses and or a specific requested need.

**Accidents:** All bus accidents occurring within San Mateo County and Palo Alto will be investigated by the Transit Bureau. Bus accidents occurring outside of San Mateo County and Palo Alto will be the responsibility of the

agency of jurisdiction. However, the Transit Bureau will initially liaison with said jurisdictional agencies to ensure timely investigation of such accidents. Furthermore, it will be the responsibility of the Transit Bureau to liaison with the law enforcement agency of jurisdiction to ensure proper reporting and compliance with FTA and other legal requirements. The Transit Bureau will also be responsible for compiling related bus accident statistics to suit the needs of the Agencies.

- 1.1.7 Parking Enforcement: The San Mateo County Sheriff's Office will only provide parking enforcement to the following stations below:

**Caltrain Parking Lots:**

Santa Clara County

- San Jose Diridon
- Santa Clara
- Lawrence
- Sunnyvale
- Mountain View
- San Antonio
- California Avenue
- Palo Alto

San Mateo County

- Menlo Park
- Redwood City
- San Carlos
- Belmont
- Hillsdale
- Hayward Park
- San Mateo
- Burlingame
- Millbrae
- San Bruno
- South San Francisco
- Bayshore

San Francisco

- 5<sup>th</sup> and Townsend Caltrain Employee Lot (Not a public lot)

**SamTrans Parking Lot:**

San Mateo County

Colma Park and Ride  
Redwood City

## 1.2 SUPPORT SERVICES

1.2.1 County shall allocate support services to the Agencies 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 Agencies 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 Agencies employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Agencies 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 Agencies 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 Agencies 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 Agencies 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 Agencies wish to decrease Services, Agencies 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 Agencies 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 Agencies all activities related to Agencies 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 Agencies GM/CEO or his or her designee from time to time as they see fit but approximately every four (4) months to discuss contract issues and performance measures.
- 4.3 The County shall provide annual report to the Agencies on services provided, crime trends and future goals.
- 4.4 National Transit Database Reporting Requirements and Federal Railroad Administration Requirements: The San Mateo County Sheriff's Transit Bureau will be responsible for obtaining all reports needed for NTD and FRA reporting from the jurisdictional law enforcement agency and provide them to the Agencies. The San Mateo County Sheriff's Office Transit Bureau will further be responsible for requesting, obtaining and providing video related to SamTrans to the jurisdictional law enforcement agencies for all listed crimes below:

### **S&S40**

- A fatality confirmed within 30 days (including suicide)
- An injury requiring transport away from the scene for medical attention for one or more persons (partial exception in the case of Other Safety Events)
- Estimated property damage equal to or exceeding \$25,000
- An evacuation for life safety reasons
- Collisions involving transit roadway revenue vehicles that require towing away of a transit roadway vehicle or other non-transit roadway vehicle
- Reports are due within 30 days of the date of the event
- 

### **Event Types**

- Collision (including suicide/attempted suicide)
- Fire
- Hazardous material spill (requires specialized clean-up)
- Acts of God (nature)
- System security:
  - Arson
  - Bomb threat/bombing
  - Burglary / Vandalism
  - Chemical/biological/radiological/nuclear release
  - Cyber security event
  - Hijacking
  - Sabotage
  - Suspicious package
  - Other security event (shots fired, projectiles, etc.)
- Personal Security:
  - Assault
  - Homicide
  - Suicide or Attempted Suicide (no transit vehicle involved)
  - Robbery
  - Larceny/theft
  - Motor vehicle theft
  - Rape
  - Other personal security events (perpetrator tazing)
- Other Safety Occurrences not Otherwise Classified (OSONOC) (two injuries and/or another threshold)
- Miscellaneous events that meet a threshold

### **S&S50**

- Less severe Other Safety Occurrence Not Otherwise Classified (OSONOC) injuries meeting the reportable event definition that is that is NOT a result of a collision, evacuation, security event, hazmat spill, or Act of God; and non-major fires.

- Other Safety Occurrence Not Otherwise Classified (OSONOC):
  - Single injury event requiring transport away from the scene for medical attention (do not report “minor” collisions on S&S-50)
- Fires:
  - Requiring suppression that does not meet a major incident reporting threshold injury, fatality, evacuation, or property damage of \$25,000 or more).
- Reports due by the end of the following month
- Other Safety Occurrence not Otherwise Classified (OSONOC):
- Injury due to:
- Slip/Trip
- Fall
  - Including person making contact with a non-moving transit vehicle
- Injury to maintenance workers
- Boarding/alighting
- Electric shock/burns
- Abrupt or evasive transit vehicle maneuvers
- Mobility device (e.g. wheelchair) securement issues
- Injury sustained on a mobility device lift
- Stairs/elevator/escalator injury
- **Fire:**
  - Requires suppression but no major threshold is met
    - Small fire on in transit station
    - Small engine fire on transit vehicle

## 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 Agencies should desire any customization of uniforms or insignia relative to services provided, the Agencies 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 Agencies.

## 6. AGENCIES OBLIGATIONS

6.1 Agencies 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 Agencies Offices located 1250 San Carlos Avenue, San Carlos and Caltrain substations located at San Jose Diridon and San Francisco 7th and Townsend.

6.2 In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the Agencies, the same shall be supplied by the Agencies at their own cost and expense.

6.3 Agencies shall directly pay all charges for utilities, including: water, sewer, electric, gas, pest control, janitorial services, telephone and internet services.

# 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.

#### ASSIGNED PERSONNEL

ASSIGNED POSITIONS	# of FTE
• Lieutenant - Bureau Commander	1
• Sergeants	2
• Detective	1
• Deputies	7
• K-9 Deputies	3
• Community Service Officers	4
• Management Analyst	1
• <b>TOTAL ASSIGNED FTE</b>	<b>19</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 Lieutenant, in collaboration with the Agencies, will establish the hours of service for individual personnel assigned under this agreement.
- 2.2 The specific personnel assigned to the Agencies shall be at the Sheriff's discretion in consultation with the Agencies. The Agencies may request reassignment of personnel assigned to the Agencies any time. The Sheriff and District / 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 Agencies 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 Lieutenant.
- 2.4.2.
- 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. With regard to such events, particularly coverage for San Francisco Giants games, the Bureau Lieutenant shall consult with the Agencies Director and or Deputy Director of Security, concerning the nature and amount of services required.
- 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 Lieutenant and Agencies 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 quarterly overtime report, submitted to the Agencies for review and invoiced on actuals separately to the Agencies for payment. Refer to the following list:

SHERIFF'S OFFICE TRANSIT UNIT OVERTIME CHARGE CODES			
Org	Object	Charge Dept.	Explanation
SDIST	SA204	30525	CALL OUT - RAIL and/or BUS (CASE # _____)
SDIST	SA206	30525	EXTRA WORKLOAD - RAIL and/or BUS (CASE # _____)
SDIST	SA204	30525	INVESTIGATION - RAIL and/or BUS (CASE # _____)
SDIST	SA206	30525	LATE CALL - RAIL and/or BUS (CASE # _____)
SDIST	SA204	30525	RAIL OPERATIONS - TICKETPRO REVIEWS
SDIST	SA206	30525	SPECIAL EVENT - RAIL(LIST THE SPECIAL EVENT)
SDIST	SA204	30525	TRAINING - RAIL and/or BUS RELATED (*Please list training name)
SDIST	SA204	30525	COURT FILINGS - RAIL and/or BUS (CASE # _____)
SDIST	SA204	30525	REPORT WRITING - RAIL and/or BUS (CASE # _____)
SDIST	SA205	30525	TRAINING – K-9 EOD

2.5 Community Service Officers:

Personnel assigned as Community Service Officers (CSOs) will be assigned to the Transit Bureau in the following fashion: June of 2020, there will be two (2) CSOs assigned to the Transit Police Bureau under the agreement.

Upon the mutual agreement between the Sheriff's Office and the Agencies, two (2) additional CSOs will be assigned to the contract. Currently the projected assignment of one (1) additional CSO position will be within the second quarter of 2021, with the second and final additional CSO position being added in the third quarter of 2021.

## **EXHIBIT B**

### **FY 2020-21 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 and A-1 and subject to the terms of the Agreement, the Agencies shall pay County based on the following fee schedule and terms:*

#### **1. CHARGES FOR SERVICES.**

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

#### **2. INVOICING/BILLING.**

##### **2.1. Basic Law Enforcement Services**

- 2.1.1. On a quarterly basis in accordance with Section 3 below, the Sheriff's Office shall submit an invoice to the Agencies. At the end of each fiscal year, the Sheriff's Office will reconcile the amount in this Agreement against the actual cost of services delivered. Any surplus funds will be set aside in an interest earning Trust Fund held by the County and available to the Agencies to cover potential future deficits or other one-time needs.
- 2.1.2. Payments and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal Services Bureau at (650) 599-1728 or be mailed to:  
San Mateo County Sheriff's Office  
400 County Center, 3<sup>rd</sup> Floor  
Redwood City, CA 94063

#### **3. PAYMENTS.**

##### **3.1 Basic Law Enforcement Services**

- 3.1.1 Total charges due for the period of **July 1, 2020 through June 30, 2021 is \$6,776,018**. Invoices will be issued according to the following schedule:



<b>Invoice Issued:</b>	<b>Amount</b>
July 1, 2020	\$1,694,004.50
October 1, 2020	\$1,694,004.50
January 1, 2021	\$1,694,004.50
April 1, 2021	\$1,694,004.50

- 3.2 Future Fiscal Year payments will be in accordance with the revised Exhibit B effective July 1 of each year. The Agencies payment of each quarterly invoice from the County will be due 30 days after the Agencies receipt of the subject quarterly invoice for the remainder of the duration of the agreement.
- 3.3 The total charges for services performed pursuant to this Agreement will increase by approximately four (4) percent annually, effective July 1 of each year. However, 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 Agencies. Accordingly, in the event that the annual charges for services performed pursuant to this Agreement are insufficient to cover the County's annual cost of providing them, the parties agree that the County may reduce the level of service provided to the extent necessary to ensure that the County's costs do not exceed the amount paid by the Agencies. The County will meet and confer with the Agencies 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.



**San Mateo County Sheriff's Office  
Transit District Law Enforcement Services**

	Position Count FY 2020-21	Total Expenses FY 2020-21	Year 2 FY 2021-22 Estimate Total Expenses	Year 3 FY 2022-23 Estimate Total Expenses	Year 4 FY 2023-24 Estimate Total Expenses	Year 5 FY 2024-25 Estimate Total Expenses
<b>BASIC LAW ENFORCEMENT SERVICES:</b>						
<b>PERSONNEL COSTS:</b>						
Deputy Sheriff	7.00	\$ 2,316,666	\$ 2,409,333	\$ 2,505,706	\$ 2,605,934	\$ 2,710,172
Deputy Sheriff-Canine	3.00	\$ 1,045,080	\$ 1,086,883	\$ 1,130,359	\$ 1,175,573	\$ 1,222,596
Deputy Sheriff-Detective	1.00	\$ 297,257	\$ 309,148	\$ 321,514	\$ 334,374	\$ 347,749
Sergeant	2.00	\$ 888,454	\$ 923,992	\$ 960,952	\$ 999,390	\$ 1,039,365
Lieutenant	1.00	\$ 443,824	\$ 461,577	\$ 480,040	\$ 499,242	\$ 519,212
Community Services Officer	4.00	\$ 429,221	\$ 446,390	\$ 464,245	\$ 482,815	\$ 502,128
Management Analyst	1.00	\$ 196,288	\$ 204,140	\$ 212,305	\$ 220,797	\$ 229,629
<b>PERSONNEL COSTS - TOTAL:</b>	<b>19.00</b>	<b>\$ 5,616,791</b>	<b>\$ 5,841,462</b>	<b>\$ 6,075,121</b>	<b>\$ 6,318,126</b>	<b>\$ 6,570,851</b>
<b>OPERATING COSTS:</b>						
Uniform Allowances		\$ 14,589	\$ 15,027	\$ 15,477	\$ 15,942	\$ 16,420
Office Supplies & Miscellaneous Expenses		\$ 20,500	\$ 21,115	\$ 21,748	\$ 22,401	\$ 23,073
Equipment Maintenance		\$ 9,300	\$ 9,579	\$ 9,866	\$ 10,162	\$ 10,467
Training Expenses		\$ 14,500	\$ 14,935	\$ 15,383	\$ 15,845	\$ 16,320
Canine Expenses		\$ 20,258	\$ 20,866	\$ 21,492	\$ 22,136	\$ 22,801
Radio and Communications Charges		\$ 17,260	\$ 17,778	\$ 18,311	\$ 18,860	\$ 19,426
Information Services Charges		\$ 51,659	\$ 53,209	\$ 54,805	\$ 56,449	\$ 58,143
Vehicle Maintenance & Replacement Costs		\$ 668,151	\$ 543,195	\$ 543,974	\$ 560,293	\$ 577,102
HR and Risk Management Service Charges		\$ 28,280	\$ 29,128	\$ 30,002	\$ 30,902	\$ 31,829
Support Services		\$ 314,731	\$ 324,173	\$ 333,898	\$ 343,915	\$ 354,233
<b>OPERATING COSTS - TOTAL:</b>		<b>\$ 1,159,228</b>	<b>\$ 1,049,004</b>	<b>\$ 1,064,958</b>	<b>\$ 1,096,906</b>	<b>\$ 1,129,813</b>
<b>TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:</b>		<b>\$ 6,776,018</b>	<b>\$ 6,890,467</b>	<b>\$ 7,140,078</b>	<b>\$ 7,415,032</b>	<b>\$ 7,700,664</b>

**4. OVERTIME RATES.**

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

**4.1.1. Law Enforcement Services - Estimated Supplemental Overtime Rates**

<b>FY 2020-21 Estimated Supplemental Overtime Rates</b>	
Hourly Rate	Position Classification
\$150.97	Deputy Sheriff – Day Shift
\$158.51	Deputy Sheriff – Swing Shift
\$158.88	Deputy Sheriff – Night Shift
\$158.95	Deputy Sheriff – K-9 – Day Shift
\$166.86	Deputy Sheriff – K-9 – Night Shift
\$166.79	Deputy Sheriff – Detective
\$158.88	Motorcycle Deputy Sheriff
\$187.15	Sergeant – Day Shift
\$196.70	Sergeant – Night Shift
\$206.25	Sergeant – Detective – Day Shift
\$215.80	Sergeant – Detective – Night Shift
\$58.21	Community Services Officer – Day Shift
\$61.46	Community Services Officer – Night Shift

Supplemental overtime will be invoiced separately and on a quarterly basis according to actual costs and not on estimates. Estimates are provided as a forecasting tool for budgetary purposes.

**SUPPLEMENTAL OVERTIME FOR SPECIAL EVENTS.**

The supplemental overtime budget for FY2020-21 will be an amount not to exceed \$775,000.00, unless additional special events details are requested by the Agencies. This supplemental overtime amount is not included in the basic law enforcement services payments and will be invoiced separately.