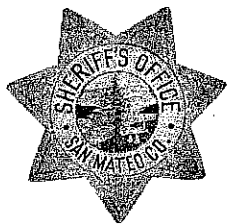


**AGREEMENT
FOR BASIC LAW
ENFORCEMENT SERVICES
FY 2003-04 through 2005-06**



San Mateo County Sheriff's Office
Sheriff Don Horsley

**PORTOLA VALLEY TOWN ADMINISTRATOR
ANGELA HOWARD**

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY FOR BASIC LAW ENFORCEMENT SERVICES

THIS AGREEMENT, entered into on the _____ day of _____, 2003, by and between the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, pursuant to Government Code §§51300, County may contract with Town for the performance of town functions by the appropriate officers and employees of County; and

WHEREAS, Town is desirous of having the County provide law enforcement services through the Sheriff's Office and County Public Safety Communications, as hereinafter set forth, for and on behalf of Town, within the territorial limits of said Town, and the County is willing to perform such services:

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **BASIC LAW ENFORCEMENT SERVICES BY COUNTY**

County shall provide law enforcement services, including law enforcement dispatch services, to Town. Said services are described in Exhibit A, which is attached hereto and incorporated by reference herein. The parties agree that the County may provide a greater level of service as is appropriate and necessary to respond to emergency law enforcement circumstances and situations, and that this determination shall be at the sole discretion of the County Sheriff.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff's Office or by County Public Safety Communications.

The incorporated limits of Town may be part of a portion of a larger Sheriff's beat, the boundaries of said beat or beats to be determined by the Sheriff. Notification of Town shall be made by the Sheriff prior to any change in beat structure of the patrol servicing Town. Should Town desire to receive any service from the Sheriff not specifically listed above, it shall so notify Sheriff in writing.

For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

Town shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial service, telephone, light, water and other utilities, in order for the Sheriff to maintain a small substation office in the Town Center. It is expressly further understood that such quarters may be used by the Sheriff or the County of San Mateo in connection with the performance of duties in territory outside of Town, and adjacent thereto, provided, however, that the performance of such outside duties shall not be at any additional cost to Town.

Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of Town, the same shall be supplied by said Town at its own cost and expense.

2. **SELECTION OF PERSONNEL**

The County will be solely responsible for the selection, control, and supervision of the County personnel who provide services under this agreement.

3. **REPORTS**

The Sheriff's representative shall report periodically to the Town Council and/or Town Traffic Committee, at the Town Administrator's discretion, all violations of law within its borders coming to his attention. The Sheriff shall also provide quarterly statistical reports to the Town.

4. **UNIFORMS & INSIGNIA**

The sworn 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. Similarly, patrol vehicles used by officers assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office. If the Town should desire any customization of uniforms or insignia relative to services provided, the Town shall notify Sheriff of same, and the Sheriff in 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 Town.

5. **STATE COPS FUNDING FOR SUPPLEMENTAL TRAFFIC DETAIL**

This service is covered under a separate Agreement between the Town and the County, and is not a part of this Agreement.

6. **CHARGES FOR SERVICES**

(a) The Town shall pay County for Service as calculated based on the formula set forth in "Exhibit A".

(b) Total Charges for Basic Law Enforcement Services for 2003-04 are \$283,022, to be paid quarterly. The first payment will be made within 30 days of initial execution of this Agreement, and subsequent payments shall be made on December 31, 2003; March 31, 2004 and June 30, 2004. Total Charges for 2004-05 are \$314,388, to be paid quarterly on September 30, 2004; December

31, 2004; March 31, 2005 and June 30, 2005. Total Charges for 2005-06 are \$345,753 to be paid quarterly on September 30, 2005; December 31, 2005; March 31, 2006 and June 30, 2006.

The Sheriff's Fiscal Services Bureau shall be responsible for subsequent internal distribution of payments received from Town between the Sheriff and County Public Safety Communications.

(c) If at any future date during the contract period, it is determined by the County that Town will be responsible for reimbursement of Booking Fees or Forensic Laboratory Fees to the County, Town will be billed and shall be responsible for payment of the prevailing rates for such services to County. Any said costs will be in addition to payments specified under section 6 (b) of this agreement.

(d) **Billing:** Billing to the Town shall be on a quarterly basis in accordance with section "b" above, with invoices submitted at the beginning of the third month of each quarter, and payment due by the end of said month, or within 30 days of receipt of invoice in event of a billing delay. Questions regarding billing should be directed to the Sheriff's Office Fiscal Services Manager, at (650) 363-1842 or by mail to:

San Mateo County Sheriff's Office
Fiscal Services Bureau Manager
Hall of Justice, 3rd Floor
400 County Center
Redwood City CA 94063

7. **FINES AND FORFEITURES**

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to subparagraph (d) of paragraph (1) of Section 1463 of the Penal Code upon conviction or upon the forfeiture of bail following arrests made by the Sheriff or a Deputy Sheriff of the County for the commission of a misdemeanor within the territorial limits of Town.

8. **PENSION RIGHTS**

There are now no employees of Town who perform the law enforcement services to be performed by employees of the County as herein provided, and there are no pension rights of any employee of Town to be provided for by virtue of this Agreement.

9. **SPECIAL PATROL SERVICE COSTS**

(e) If Town so requests, the Sheriff may assign deputies at times other than the deputies' work shift for a specific police patrol. If the Sheriff does so assign deputies, Town will reimburse County at the prevailing overtime rate paid to deputies, and shall reimburse County for each mile traveled by a patrol vehicle at the then established rate (presently \$1.18 per mile). Any said costs will be in addition to payments specified under section 6 (b) of this agreement.

Overtime will include time for the specific police patrol plus any overtime required to attend court hearings relating to the specific police patrol. If a deputy so assigned to special patrol is called off this patrol to respond to other Sheriff's business, the mileage and personnel costs of this time away from the special patrol will not be billed to Town. All amounts paid by Town pursuant to this paragraph are over and above the amount stated in paragraph 6

10. **HOLD HARMLESS**

- (a) Town shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with Town's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- (b) County shall indemnify and hold harmless Town from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of Town.
- (c) If an action arises out of the concurrent negligence of Town and County, then liability for any damage in that action shall be apportioned between Town and County in accordance with the California law of comparative negligence.
- (d) As used in this section, "County" means the County, its officers, agents, employees and servants.
- (e) As used in this section, "Town" means the Town, its officers, agents, employees and servants.
- (f) As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including Town and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- (g) The duty of Town and County to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

11. **NON-DISCRIMINATION**

A. Section 504. Town and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that

reasonable and legally-specified accommodations will be made to serve individuals with disabilities.

B. 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.

C. Equal Employment Opportunity. Town and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Town's and County's equal employment policies shall be made available to either party upon request.

D. Violation of Non-discrimination Provisions. Intentional violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may result in termination of this Agreement, at the discretion of County, and /or legal action to recover from Town any Court-imposed damages incurred by County as a result of Town's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine Town's employment records with respect to compliance with this paragraph, and Town shall not unduly withhold authorization.

E. Filing of Discrimination Complaints – Notification. Town shall report to the County Manager the filing by any person in any Court of California or regional Federal jurisdiction, any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations, as relates directly to services provided by County to Town under this Agreement, within 30 days of such filing, provided that within such 30 days such entity has not notified Town that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Town shall provide County with a copy of their response to the Complaint when filed.

F. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Town shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

G. Other Statutory Compliance. The Town 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.

12. **TERM OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2003 through June 30, 2006. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to July 1, 2003 for purposes of costs, charges and payments by Town.

By mutual agreement of both parties, this Agreement may be extended for an additional three (3) years for an agreed upon compensation, through approval of an Amendment by the Town Council and the County Board of Supervisors.


To this end, Town shall notify County no later than January 1, 2006, of its intent to extend this Agreement and the parties shall thereafter negotiate the terms of such extension, including the level of compensation, in an effort to reach agreement before the expiration of this Agreement.

12. **STATUS OF CONTRACTING PARTIES**

This is an agreement between independent contractors and no other relationship is intended, nor is established by this Agreement.

IN WITNESS WHERE OF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above-written.

TOWN OF PORTOLA VALLEY



**MAYOR, Town of Portola Valley
(or Town Administrator, if designated)**

Dated: _____

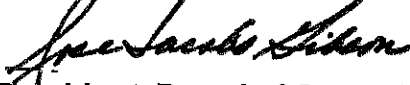
ATTEST:



Town Clerk/Town of Portola Valley

Dated: _____

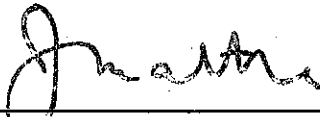
BOARD OF SUPERVISORS



President, Board of Supervisors

Dated: 11-18-03

ATTEST:



Clerk of Said Board

Dated: 11-18-03

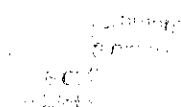
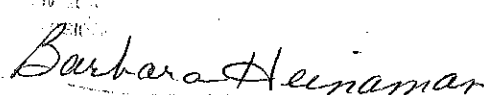



EXHIBIT A

Town of Portola Valley **BASIC Law Enforcement Contract Services Budget** **for Fiscal Years 2003-2004 through 2005-2006**

1. Basic Services Funded under Contract:

- ✓ Six Patrol Positions (joint area coverage for Towns of Woodside, Portola Valley, & Unincorporated Area) on a 24x7 basis:
 - One Day Shift deputy & car
 - Two night shift deputies & cars
- One Detective Position
- 24x7 Public Safety Dispatch Services
- ✓ Motor Vehicle and Operating Costs for Contract Personnel

2. Specific Services Provided:

Township-wide patrol services on a 24-hour, seven-day basis, with single officer coverage on day shift and double coverage on night shifts & peak periods; 24x7 public safety dispatch services; basic traffic enforcement; basic bicycle law enforcement; basic parking enforcement & citation processing services; special security details; crime reports; crime investigation, surveillance & apprehension & arrest of suspects; transportation of suspects to County jail; presentations and participation at various town meetings and neighborhood groups; crime prevention activities; quarterly statistical reports.

Special Services Examples: Sheriff's deputies assist with family bicycle events, running events, 4th of July parade; Presidential visit security; Noon-time Riders bicycle group travel monitoring & enforcement; rodeo events; Kings Mountain Art Fair; farmers markets; other special events .

3. Additional Services Supplied by the Sheriff's Office:

- ✓ □ Supervision (shared with other beats) by a Sergeant 24 hours a day 7 days a week
- ✓ □ Canine Deputy availability for special services
- ✓ □ Emergency manpower availability during emergency situations
- ✓ □ School Resource Officer assigned to local schools
- ✓ □ D.A.R.E. Programs:
 - ✓ Sober Graduations
 - ✓ Government Classes
 - ✓ Counseling
 - ✓ Variety of other courses offered
- ✓ □ Special investigative services: Narcotics Task Force; Vehicle Theft task Force; High-Tech Crime Task Force
- ✓ □ Search and Rescue Services – search wilderness areas for residents

Emergency Service Bureau:

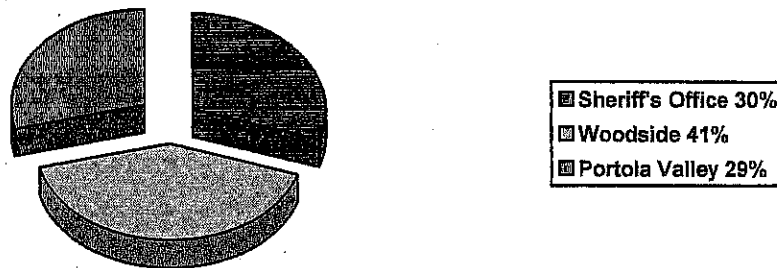
- Short Term Traffic Control
- Parades
- Community Events
- Extensive Manpower for Special Events
- Presidential Events – numerous First Family visits in last three years
- Bomb Squad Services
- Hostage Negotiation/SWAT

- Statistical Reports & Administrative support, including citation processing services

- Regular Press Releases & media support from Sheriff's Press Information Officer

4. Supplemental State COPS-Funded Services: These services are covered by a separate one-year Agreement between the Town and the County, and are not a part of this Agreement.

5. Distribution of Patrol Beat Costs by Geographic Area: The beat area total cost is distributed by an allocation formula which factors in square miles of patrol beat served; population; and dispatched calls for service. This formula was reviewed by San Mateo County auditors in 2001, and is displayed in the following graph:



6. COSTS FOR SERVICE TO TOWN OF PORTOLA VALLEY:

a) Town of Portola Valley Basic Law Enforcement Service Costs:

Beat Area Components	Contract FY 2003-04	Contract FY 2004-05	Contract FY 2005-06	Total 3-Year Term
Town of Woodside	\$418,971	\$460,459	\$501,945	\$1,381,375
Town of Portola Valley	\$283,022	\$314,388	\$345,753	\$943,163
Unincorporated Area	\$286,013	\$302,395	\$318,775	\$907,183
Total Basic Service Costs	\$988,006	\$1,077,242	\$1,166,473	\$3,231,721

RESOLUTION NO. 2083-2003

**RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING AN
AGREEMENT FOR BASIC LAW ENFORCEMENT SERVICES
FOR FISCAL YEARS 2003-04 THROUGH 2005-06 BETWEEN THE
TOWN OF PORTOLA VALLEY AND THE
COUNTY OF SAN MATEO SHERIFF'S OFFICE**

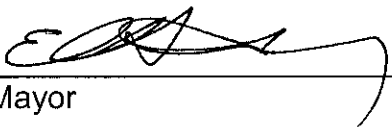
WHEREAS, the Town Council of the Town of Portola Valley has read and considered the Agreement for Basic Law Enforcement Services for Fiscal Years 2003-04 through 2005-06 ("Agreement") between the Town and the County of San Mateo Sheriff's Office.

NOW, THEREFORE, the Town Council of the Town does RESOLVE as follows:

1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement described above.


2. The Town of Portola Valley hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and the County of San Mateo Sheriff's Office.

PASSED AND ADOPTED this 8th day of October, 2003.

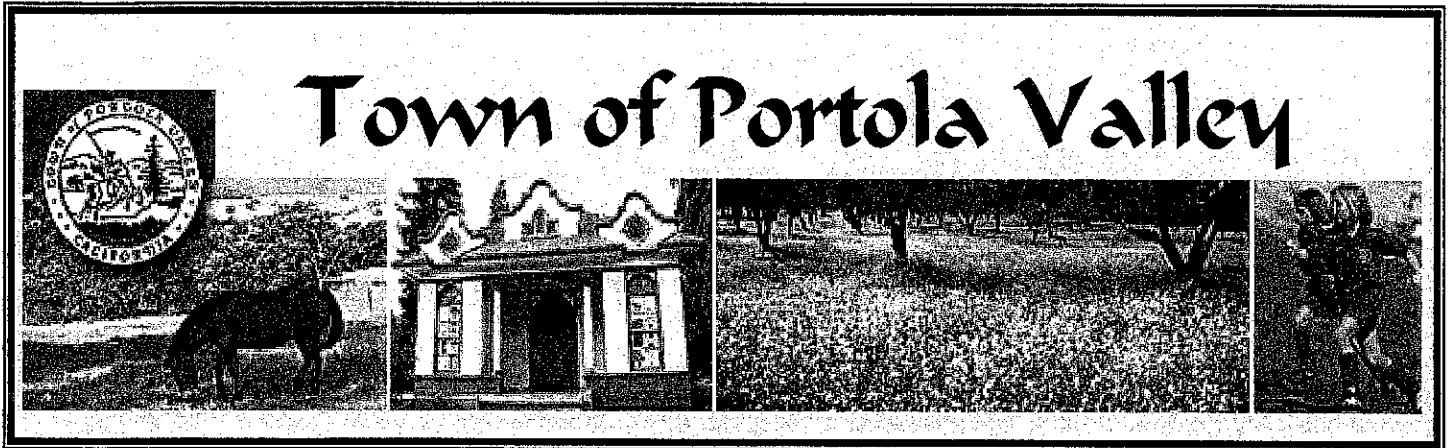
By: 

Mayor

ATTEST:



Town Clerk



**AGREEMENT
FOR SUPPLEMENTAL TRAFFIC
ENFORCEMENT SERVICES
Option One
FY 2003-04
(Optional Extension through 2005-06)**



San Mateo County Sheriff's Office
Sheriff Don Horsley

**PORTOLA VALLEY TOWN ADMINISTRATOR
ANGELA HOWARD**

AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE TOWN OF PORTOLA VALLEY FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES (Option 1)

THIS AGREEMENT, entered into on the ____ day of _____, 2003, by and between the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter referred to as "Town" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, pursuant to Government Code §§51300, County may contract with Town for the performance of town functions by the appropriate officers and employees of County; and

WHEREAS, Town is desirous of having the County provide law enforcement services through the Sheriff's Office and County Public Safety Communications, as hereinafter set forth, for and on behalf of Town, within the territorial limits of said Town, and the County is willing to perform such services:

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. **SUPPLEMENTAL LAW ENFORCEMENT SERVICES BY COUNTY**

County shall provide SUPPLEMENTAL State COPS traffic enforcement services to Town. The Sheriff shall provide two additional traffic deputy positions and vehicle, shared exclusively between Woodside and Portola Valley, on 7 day, 12-hour shifts. Services provided are attached hereto and incorporated into the Agreement by this reference as Exhibit "A".

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff's Office.

For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

Town shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitorial service, telephone, light, water and other utilities, in order for the Sheriff to maintain a small substation office in the Town Center.

Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of Town, the same shall be supplied by said Town at its own cost and expense.

2. **SELECTION OF PERSONNEL**

The County will be solely responsible for the selection, control, and supervision of the County personnel who provide services under this agreement.

3. **REPORTS**

The Sheriff's representative shall report periodically to the Town Council and/or Town Traffic Committee, at the Town Administrator's discretion, all violations of law within its borders coming to his attention. The Sheriff shall also provide quarterly statistical reports to the Town.

4. **UNIFORMS & INSIGNIA**

The sworn 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. Similarly, patrol vehicles used by officers assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office. If the Town should desire any customization of uniforms or insignia relative to services provided, the Town shall notify Sheriff of same, and the Sheriff in 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 Town.

5. **STATE COPS FUNDING FOR SUPPLEMENTAL TRAFFIC DETAIL**

The State of California annually determines the level of appropriation, and distribution of same to local jurisdictions, for the Supplemental Law Enforcement Services Fund (SLESF), commonly known as "State COPS Funding." Statutorily, these funds must be expended for additional law enforcement services. Since 2001, the Town of Portola Valley has received an appropriation of \$100,000 and elects to apply these funds and a lesser amount of supplemental Town funds towards the cost of supplemental day shift traffic patrol service for FY 2003-04.

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

Future Year COPS Funding & Service Reduction Options: The following is applicable only if the Town should elect a multi-year funding plan for Supplemental State COPS Traffic Services: As set forth in Exhibit A, in the event State COPS Funding, which is annually appropriated by the Legislature, should in a future fiscal year be proposed by the Governor to be reduced below the current \$100,000 per Town, or be eliminated altogether, the Town and the

Sheriff's Office shall meet prior to the final adoption of the State budget and decide upon a course of action for the upcoming fiscal year. The Sheriff shall provide the Town with cost and service options for either reducing the supplemental traffic deputy service or eliminating it altogether altogether, based on the level of reduction in State COPS funding; available Town funding; and the Town Council's desire. This Agreement, and the related modified charges to Town for supplemental COPS traffic services, may then be amended by the mutual decision of both parties. Said amendment may be authorized in the form of a written Amendment to this Agreement, approved and signed by the Sheriff and the Town Administrator.

6. **CHARGES FOR SERVICES**

- (a) The Town shall pay County for Service as calculated based on the formula set forth in "Exhibit A". Only the FY 2003-04 amount set forth in section "b", below, is an obligation of this Agreement, unless both parties agree to further amendment as provided for in Section 11 (b) of this agreement.
- (b) FY 2003-04 Charges for supplemental traffic enforcement services, inclusive of both State COPS and supplemental Town funding, are \$130,245, to be paid quarterly. The first payment will be made within 30 days of initial execution of this Agreement, and subsequent payments shall be made on December 31, 2003; March 31, 2004 and June 30, 2004.
- (c) If the extension of funding into FY 2004-05 should be elected by the Town and this agreement so amended, pursuant to Section 11 (b), supplemental costs for FY 2004-05 would be \$135,455, to be paid quarterly on September 30, 2004; December 31, 2004; March 31, 2005 and June 30, 2005. If the further extension of funding into FY 2005-06 should be elected by the Town, and this agreement so amended, pursuant to Section 11 (b), supplemental costs for FY 2005-06 would be \$140,873, to be paid quarterly on September 30, 2005; December 31, 2005; March 31, 2006 and June 30, 2006.
- (d) If at any future date during the contract period, it is determined by the County that Town will be responsible for reimbursement of Booking Fees or Forensic Laboratory Fees to the County, Town will be billed and shall be responsible for payment of the prevailing rates for such services to County. Any said costs will be in addition to payments specified under section 6 (b) or 6 (c) of this agreement.
- (e) **Billing:** Billing to the Town shall be on a quarterly basis in accordance with section "b" (or, if further funding is elected by subsequent amendment, section "c" above) with invoices submitted at the beginning of the third month of each quarter, and payment due by the end of said month, or within 30 days of receipt of invoice in event of a billing delay. Questions regarding billing should be directed to the Sheriff's Office Fiscal Services Manager, at (650) 363-1842 or by mail to:

San Mateo County Sheriff's Office
Fiscal Services Bureau Manager
Hall of Justice, 3rd Floor
400 County Center
Redwood City CA 94063

7. **FINES AND FORFEITURES**

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to subparagraph (d) of paragraph (1) of Section 1463 of the Penal Code upon conviction or upon the forfeiture of bail following arrests made by the Sheriff or a Deputy Sheriff of the County for the commission of a misdemeanor within the territorial limits of Town.

8. **PENSION RIGHTS**

There are now no employees of Town who perform the law enforcement services to be performed by employees of the County as herein provided, and there are no pension rights of any employee of Town to be provided for by virtue of this Agreement.

9. **SPECIAL PATROL SERVICE COSTS**

If Town so requests, the Sheriff may assign deputies at times other than the deputies' work shift for a specific police patrol. If the Sheriff does so assign deputies, Town will reimburse County at the prevailing overtime rate paid to deputies, and shall reimburse County for each mile traveled by a patrol vehicle at the then established rate (presently \$1.18 per mile). Any said costs will be in addition to payments specified under section 6 (b) or 6 (c) of this agreement.

Overtime will include time for the specific police patrol plus any overtime required to attend court hearings relating to the specific police patrol. If a deputy so assigned to special patrol is called off this patrol to respond to other Sheriff's business, the mileage and personnel costs of this time away from the special patrol will not be billed to Town. All amounts paid by Town pursuant to this paragraph are over and above the amount stated in paragraph 6.

10. **HOLD HARMLESS**

(a) Town shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with Town's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.

(b) County shall indemnify and hold harmless Town from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this

agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of Town.

- (c) If an action arises out of the concurrent negligence of Town and County, then liability for any damage in that action shall be apportioned between Town and County in accordance with the California law of comparative negligence.
- (d) As used in this section, "County" means the County, its officers, agents, employees and servants.
- (e) As used in this section, "Town" means the Town, its officers, agents, employees and servants.
- (f) As used in this section, "actions" means actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including Town and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- (g) The duty of Town and County to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

11. **NON-DISCRIMINATION**

A. Section 504. Town and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.

B. 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.

C. Equal Employment Opportunity. Town and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Town's and County's equal employment policies shall be made available to either party upon request.

D. Violation of Non-discrimination Provisions. Intentional violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and may result in termination of this Agreement, at the discretion of

County, and /or legal action to recover from Town any Court-imposed damages incurred by County as a result of Town's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine Town's employment records with respect to compliance with this paragraph, and Town shall not unduly withhold authorization.

E. Filing of Discrimination Complaints – Notification. Town shall report to the County Manager the filing by any person in any Court of California or regional Federal jurisdiction, any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations, as relates directly to services provided by County to Town under this Agreement, within 30 days of such filing, provided that within such 30 days such entity has not notified Town that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Town shall provide County with a copy of their response to the Complaint when filed.

F. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Town shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

G. Other Statutory Compliance. The Town 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.

12. TERM OF AGREEMENT

(a) This Agreement shall be in full force and effect from July 1, 2003 through June 30, 2004. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to July 1, 2003 for purposes of costs, charges and payments by Town.

(b) By mutual agreement of both parties, this Agreement may be extended for an additional one (1) year through FY 2004-05, or two (2) years through FY 2005-06, for the compensation levels to County for said Fiscal Years set forth in Section "6 (c)" of this agreement, through approval of an Amendment by the Town Administrator and the Sheriff.

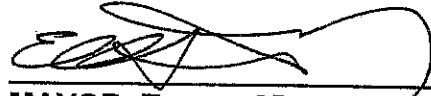
(c) To this end, Town shall notify County no later than March 1, 2004, of its intent to extend this Agreement and the parties shall thereafter negotiate the terms of such extension, in an effort to reach agreement before the expiration of this Agreement.

12. **STATUS OF CONTRACTING PARTIES**

This is an agreement between independent contractors and no other relationship is intended, nor is established by this Agreement.

IN WITNESS WHERE OF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above-written.

TOWN OF PORTOLA VALLEY



MAYOR, Town of Portola Valley
(or Town Administrator, if designated)

Dated: _____

ATTEST:



Town Clerk/Town of Portola Valley

Dated: _____

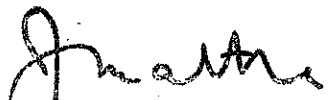
BOARD OF SUPERVISORS



President, Board of Supervisors

Dated: 11-18-03

ATTEST:



Clerk of Said Board

Dated: 11-18-03

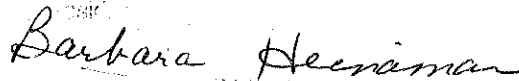


EXHIBIT A

**Town of Portola Valley
Contract Services Budget For:
SUPPLEMENTAL STATE COPS TRAFFIC ENFORCEMENT
(Option 1)
for Fiscal Year 2003-2004
(Optional extension through 2005-2006)**

1. Supplemental State COPS-Funded Services:

Currently, both the Town of Woodside and the Town of Portola Valley receive supplemental State COPS funding, which is used for supplemental traffic services:

Woodside:	\$100,000.00
Portola Valley:	<u>100,000.00</u>
Total:	\$200,000.00

a) Supplemental Traffic Enforcement Deputies: The cost for a supplemental deputy, minimum-required operating costs and a patrol vehicle exceeds the base COPS funding. The Town of Portola Valley has elected to retain two full-time deputy positions, shared between the two Towns, for supplemental traffic services. The 2003-04 cost will be a total of \$130,245. This means that there is a net cost to the Portola Valley General Fund (after application of the \$100,000 COPS funds), of approximately \$30,000 for FY 2003-04. Costs are shared equally between the two Towns.

b) Supplemental Services Provided: Two patrol deputies will work a day shift in Town, to supplement the existing day shift patrol, covering a 12-hour shift schedule which provides 7x12 daytime coverage hours every week (scheduling preferences will be determined with Town management and Traffic Committee.) The positions are dedicated solely to two-Town traffic enforcement and emergency response, and will work within the two-Town boundaries at all times (unless temporarily responding to a Priority One dispatch call to aid other deputies working in the general area.) The focus of services will include pro-active traffic enforcement and bicycle law enforcement; radar and radar trailer deployment; parking and related code enforcement; and variety of other traffic-related activities.

2. Town of Portola Valley: Supplemental Traffic Deputy Costs:

Annual Cost – Portola Valley	Full Cost	Applied COPS Funding	Net Cost to Town:
FY 2003-04	\$130,245	\$100,000	\$30,245
FY 2004-05 (only if elected)	\$135,455	\$100,000	\$35,455
FY 2005-06 (only if elected)	\$140,873	\$100,000	\$40,873
Total 3-Year:	\$423,948	\$300,000	\$106,573

State COPS Supplemental Funding Reduction Option: (NOTE: With a one-year, 2003-04 Only Agreement, the following does not apply.) As set forth in Section 11 (b) of this Agreement, IF THE TOWN SHOULD ELECT EITHER A TWO-YEAR OR THREE-YEAR EXTENDED AGREEMENT, in the event State COPS Funding , which is annually appropriated by the Legislature, should in a future fiscal year be proposed by the Governor to be reduced below the current \$100,000 per Town, or be eliminated altogether, the Sheriff and Town shall meet prior to final adoption of the State budget, and shall review and mutually determine options for reduction or elimination of the supplemental traffic deputy service, based on available State COPS and Town funding, and the Town’s desire.

3. Total Annual Town of Portola Valley Law Enforcement Costs (Informational Only)

For informational purposes only: Reflects both basic service and supplemental services. Assumes only a one-year Supplemental COPS program funding.

Annual Cost – Portola Valley	Full Cost	Applied COPS Funding	Net Cost to Town:
FY 2003-04 (w/COPS)	\$413,267	\$100,000	\$313,267
FY 2004-05 (no COPS)	\$314,388	\$ -	\$314,388
FY 2005-06 (no COPS)	\$345,753	\$ -	\$345,753
Total 3-Year:	\$1,073,408	\$100,000	\$973,408

**FIRST AMENDMENT
AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
THE TOWN OF PORTOLA VALLEY**

This First Amendment to the Agreement entered into on the 18th day of November, 2003, by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter called "COUNTY," and the **TOWN OF PORTOLA VALLEY**, a general law city in the County of San Mateo, State of California, hereinafter called "TOWN."

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement [Resolution No. 066369] on November 18, 2003 for provision of supplemental traffic enforcement services through the Sheriff's Office; and

WHEREAS, it is now the mutual desire and intent of the parties to make modifications and amendments providing for an additional twelve-month term, increasing the contractual maximum by \$135,455; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the existing Agreement is hereby amended, by reference to Sections of the original Agreement and Exhibits as follows:

1. Section 6, CHARGES FOR SERVICES, of the Agreement is hereby amended to read as follows:

6. CHARGES FOR SERVICES

- (a) The Town shall pay County for Service as calculated based on the formula set forth in "Exhibit A." Only the FY 2003-04 amount set forth in section (b) **and the FY 2004-05 amount set forth in section (c)** below are an obligation of this Agreement, unless both parties agree to further amendment as provided for in Section 12 (b) of this Agreement.
- (b) FY 2003-04 Charges for supplemental traffic enforcement services, inclusive of both State COPS and supplemental Town funding, are \$130,245, to be paid quarterly. The first payment will be made within 30 days of initial execution of this Agreement, and subsequent payments shall be made on December 31, 2003; March 31, 2004; and June 30, 2004.
- (c) **FY 2004-05 Charges total \$135,455, to be paid quarterly on September 30, 2004; December 31, 2004; March 31, 2005 and June 30, 2005.**
- (d) **If the parties agree to continue services into FY 2005-06, and this Agreement is so amended pursuant to Section 12 (b), supplemental costs for FY 2005-06 are \$140,873, to be paid quarterly on September 30, 2005; December 31, 2005; March 31, 2006 and June 30, 2006.**

FIRST AMENDMENT

Agreement between the County of San Mateo and the Town of Portola Valley

(e) If at any future date during the contract period, it is determined by the County that Town will be responsible for reimbursement of Booking Fees or Forensic Laboratory Fees to the County, Town will be billed and shall be responsible for payment of the prevailing rates for such services to County. Any said costs will be in addition to payments specified under Section 6. (b), (c), or (d) of this Agreement.

(f) **Billing:** Billing to the Town shall be on a quarterly basis in accordance with section (b) and (c) [or, if further funding is elected by subsequent amendment, section (d)] above with invoices submitted at the beginning of the third month of each quarter, and payment due by the end of said month, or within 30 days of receipt of invoice in event of a billing delay. Questions regarding billing should be directed to the Sheriff's Office Fiscal Services Manager, at (650) 363-1842 or by mail to:

San Mateo County Sheriff's Office
Fiscal Services Bureau Manager
Hall of Justice, 3rd Floor
400 County Center
Redwood City CA 94063

2. Section 12., TERM OF AGREEMENT, of the Agreement is hereby amended to read as follows:

12. TERM OF AGREEMENT.

- (a) This Agreement shall be in full force and effect from July 1, 2003 through **June 30, 2005**. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to **July 1, 2004** for purposes of costs, charges and payments by Town.
- (b) By mutual agreement of both parties, this Agreement may be extended for an **additional one (1) year through FY 2005-06**, for the compensation levels to County for said Fiscal Years set forth in **Section 6 (d)** of this Agreement, through approval of an Amendment by the Town Administrator and the Sheriff.
- (c) To this end, Town shall notify County no later than **March 1, 2005**, of its intent to extend this Agreement and the parties shall thereafter negotiate the terms of such extension, in an effort to reach agreement before the expiration of this Agreement.

3. Section 1., Supplemental State COPS-Funded Services, Subsection a) Supplemental Traffic Enforcement Deputies, of Exhibit A to the Agreement is hereby amended to read as follows:

1. Supplemental State COPS-Funded Services:

Currently, both the Town of Woodside and the Town of Portola Valley receive supplemental State COPS funding, which is used for supplemental traffic services:

Woodside:	\$100,000.00
Portola Valley:	<u>100,000.00</u>
Total:	\$200,000.00

- a) Supplemental Traffic Enforcement Deputies: The cost for a supplemental deputy, minimum-required operating costs and a patrol vehicle exceeds the base COPS funding, as outlined on Exhibit B – Operating Budget. The Town of Portola Valley has elected to retain two full-time deputy positions, shared between the two Towns, for supplemental

FIRST AMENDMENT

traffic services. The operating Budget for basic patrol services is outlined in Exhibit B.

- i) **The FY 2003-04 cost will be a total of \$130,245. This means that there is a net cost to the Portola Valley General Fund (after application of the \$100,000 COPS funds), of approximately \$30,000 for FY 2003-04. Costs are shared equally between the Town of Portola Valley and the Town of Woodside.**
 - ii) **The FY 2004-05 cost will be a total of \$135,455. This means that there is a net cost to the Portola Valley General Fund (after application of the \$100,00 COPS funds), of \$35,455 for FY 2004-05. Costs are shared equally between the Town of Portola Valley and the Town of Woodside.**
4. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

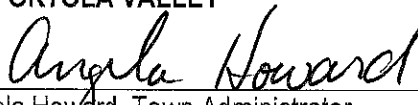
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
SHERIFF'S OFFICE

By: 
Don Horsley, Sheriff

Date: 7/28/04

TOWN OF PORTOLA VALLEY

By: 
Angela Howard, Town Administrator

Date: July 26, 2004

FIRST AMENDMENT