
A G R E E M E N T

- ***BASIC LAW ENFORCEMENT SERVICES*** -

BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF SAN MATEO

THIS AGREEMENT, entered into on the ____ day of _____, 2021, by and between the **CITY OF SAN MATEO**, a City in the County of San Mateo, State of California, hereinafter referred to as "City" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH

WHEREAS, the San Mateo County Gang Intelligence Unit (GIU), created in 2005, involves the resources of local, state, and federal law enforcement agencies; and

WHEREAS, in 2006, the Board of Supervisors (Resolution No. 068401) granted the Sheriff authority to execute participation agreements with other law enforcement agencies that are involved in the GIU; and

WHEREAS, the County and City wish to collaborate in law enforcement functions relating to the detection, apprehension, and prosecution of gang related criminal activity.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. EXHIBITS AND ATTACHMENTS.

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

- Exhibit A - Services
- Exhibit B - Payments & Rates

2. SERVICES TO BE PERFORMED BY CITY.

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

3. PAYMENTS.

In consideration of the services provided by City's assigned Sergeant, County agrees to reimburse City in an amount not to exceed **\$120,000** annually. Reimbursement shall be made in quarterly installments of \$30,000. Reimbursement will be made based on an invoice generated by City and County's acceptance.

County will supply the assigned Sergeant with a vehicle (excluding gas), cellular phone, and laptop computer.

4. TERM AND TERMINATION.

The effective date of this agreement is April 5, 2021 through June 30, 2023. This agreement can be terminated by either City or County upon fifteen (15) days written notification to terminate. This

agreement may be terminated by City or County without a requirement of good cause. County may terminate this agreement, or a portion thereof based upon availability of federal, state or GIU funds by providing written notice to City as soon as is reasonable possible after unavailability of funding is made known.

In the event of termination, City shall be entitled to receive payment for work/services provided prior to termination of this agreement.

5. RELATIONSHIP OF PARTIES.

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of City or County employees will be affected by this Agreement.

6. HOLD HARMLESS.

- A. City 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 City's acts or omissions in performing services under this agreement.
- B. County shall indemnify and hold harmless City 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 acts or omissions in performing services under this agreement.
- C. If an action arises out of the acts or omissions of both the City and County, then liability for any damage in that action shall be apportioned between City and County in accordance with the California law of comparative fault.
- D. As used in this section, "County" means the County, its Sergeant, agents, employees and servants.
- E. As used in this section, "City" means the City, its Sergeant, 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 City and County, or damage to property of any kind whatsoever and to whomsoever belonging.
- G. The duty of City 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.

7. INSURANCE.

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the Sheriff's Office and County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. Worker's Compensation and Employer's Liability Insurance. Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

- B. Liability Insurance. City and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from City's and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified on the following page.

Such insurance shall include:

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

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

- A. Section 504. City and County shall comply with § 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, as amended, which provide that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement, and that reasonable and legally-specified accommodations will be made to serve individuals with disabilities.
- 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. City and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. City's and County's equal employment policies shall be made available to either party upon request.
- 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 City any Court-imposed damages incurred by County as a result of City's violation(s). To effectuate the provisions of this section, the County Manager may request authorization to examine City's employment records with respect to compliance with this paragraph, and City shall not unduly withhold authorization.
- E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, City shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Other Statutory Compliance. City 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.
- G. Compliance with Contractor Employee Jury Service Ordinance. City shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written

policy that provides that its employees shall receive from the City, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the City or that the City deduct from the employees regular pay the fees received for jury service.

9. RETENTION OF RECORDS.

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or City's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

City and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. MERGER CLAUSE.

This Agreement, including the Exhibits hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties

11. CONTROLLING LAW AND VENUE.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued in the San Mateo County Superior Court.

12. NOTICES.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of COUNTY, to:

San Mateo County Sheriff's Office
ATTN: Carlos G. Bolanos, Sheriff
400 County Center
Redwood City, CA 94063

In the case of CITY, to:

San Mateo Police Department
ATTN: Edmund Barberini,
Chief of Police
200 Franklin Parkway
San Mateo, CA 94403

13. PENSION RIGHTS.

There are no pension rights of any employee of City to be provided for by virtue of this Agreement.

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

COUNTY OF SAN MATEO

Sheriff's Office

By: _____
Carlos G. Bolanos, Sheriff

Date: _____

CITY OF SAN MATEO

San Mateo Police Department

By: _____
Edmund Barberini, Chief of Police

Date: _____

EXHIBIT A – SERVICES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF SAN MATEO

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

1. ASSIGNMENT OF PERSONNEL.

It is necessary and desirable that City temporarily assign one peace officer (“Sergeant”) to assist the GIU’s efforts to investigate and suppress criminal activity involving gangs. City’s assigned Sergeant will remain an employee solely of City and City understands that the work performed by its Sergeant is performed as an independent contractor and not as an employee of County and that neither City nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

Any San Mateo Sergeant will be deemed to be continuing under the employment of the City. Any injury, traffic accident, disability, or death incurred by the San Mateo Sergeant while working with the GIU shall be deemed to have arisen out of and to have been sustained in the course of the assigned Sergeant’s employment with the City. Any San Mateo Sergeant assigned to the GIU who sustains an injury arising out of and in the course of his/her work with the GIU shall be accorded by the City all of the same benefits, including Workers Compensation Benefits, which he or she would have received if he or she had been acting under the immediate direction of the City.

If a Sergeant, or anyone on his or her behalf, files a claim for Workers' Compensation against the County for an injury claimed to have been sustained while working with the GIU, the City shall indemnify, defend, and hold harmless the County.

EXHIBIT B – PAYMENTS & RATES

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF SAN MATEO

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

1. AMOUNT AND METHOD OF PAYMENT.

- A. County agrees to reimburse City in an amount not to exceed **\$120,000** annually. Reimbursement shall be made in quarterly installments of \$30,000.
- B. County will supply the assigned Sergeant with a vehicle (excluding gas), cellular phone, and laptop computer.
- C. Invoicing Procedures
 - 1.) County shall pay City, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Agreement number
 - Time period covered
- D. City shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$120,000** annually. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.