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

THIS AGREEMENT, entered into on the 1st day of July, 2018, 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."

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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, 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 agreed by the parties to this Agreement 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 COUNTY**

In consideration of the payments set forth herein and in Exhibit B, County shall provide law enforcement services to Town. Said services are described in Exhibit A. In providing the services under this Agreement, the County shall perform all work in a manner consistent with that degree of care and skill ordinarily exercised by law enforcement currently practicing in the County of San Mateo under similar circumstances.

**3. PAYMENTS**

In consideration of the services provided by County, Town shall make payments to County based on the rates and in the manner specified in Exhibit B. In no event shall the Town's fiscal obligation to County under this Agreement exceed **SIX MILLION THREE HUNDRED THIRTY-THREE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS AND NO CENTS (\$6,333,486.00).**

**4. TERM**

This Agreement shall be in full force and effect from **JULY 1, 2018 TO JUNE 30, 2023**. 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, 2018 for purposes of costs, charges, and payments by Town.

Town shall notify County no later than October 1, 2022 of its desire for the Sheriff's Office to continue to provide law enforcement services for and on behalf of Town within the territorial limits of Town, and the parties shall thereafter endeavor to reach a mutual agreement for said law enforcement services to take effect upon expiration of this Agreement.

## **5. 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 Town or County employees will be affected by this Agreement.

## **6. 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 acts or omissions in performing services under this agreement.
- 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 acts or omissions in performing services under this agreement.
- c. If an action arises out of the acts or omissions of both the 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 fault.
- 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.
- h. The provisions of this Section 6 shall survive completion of the services or the termination of this Agreement.

## **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**

Town and County shall each take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance for 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 Town's and County's operations under this Agreement, whether such operations be by the Town/County 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 amounts specified below.

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. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information.

**b. 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.

**c. Section 504 of the Rehabilitation Act of 1973**

Town and County shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement.

**d. Compliance with Equal Benefits Ordinance**

Town and County shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Town's and County's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

Town and County shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth. All services to be performed pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.

**f. Filing of Discrimination Complaints – Notification**

Town and County shall report to the County Manager or Town Manager, as applicable, 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/County 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 and County shall provide one another with a copy of their response to the Complaint when filed.

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

**h. Compliance with Contractor Employee Jury Service Ordinance**

Town 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 Town, 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 Town or that the Town 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 Town'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.

Town 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**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

## **12. 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: Sheriff  
400 County Center  
Redwood City, CA 94063

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

Town of Portola Valley  
ATTN: Town Manager  
765 Portola Road  
Portola Valley, CA 94028

## **13. ELECTRONIC SIGNATURE**

Both County and Town wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **14. FINES AND FORFEITURES**

Town shall be entitled to the total fines and forfeitures to which Town would otherwise be entitled pursuant to Section 1463.001 et seq of the Penal Code.

## **15. 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.

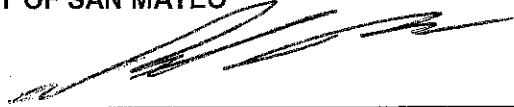
## **16. DISPUTE RESOLUTION**

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

\* \* \*

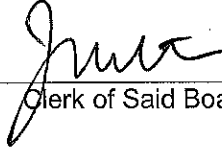
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

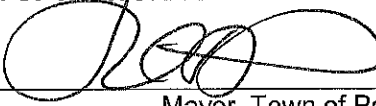
By:   
\_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: 7/11/18

ATTEST:

By:   
\_\_\_\_\_  
Clerk of Said Board

TOWN OF PORTOLA VALLEY

By:   
\_\_\_\_\_  
Mayor, Town of Portola Valley

Date: 7/17/18

ATTEST:

By:   
\_\_\_\_\_  
Clerk, Town of Portola Valley