LAW ENFORCEMENT SERVICES AGREEMENT

Between the County of San Mateo and the Town of Portola Valley

July 1, 2025 through June 30, 2026

Version: June 30, 2025

A G R E E M E N T

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

THIS AGREEMENT, entered into on the 1st day of July 2025, 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."

W I T N E S S E T H

***WHEREAS**, pursuant to Government Code §§51300, et seq. 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 as provided herein below:*

***NOW, THEREFORE, IT IS HEREBY AGREED** as follows:*

1. EXHIBITS AND ATTACHMENTS.

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

- Exhibit A – Services
- Exhibit B - Rates / Payments

2. SERVICES TO BE PERFORMED BY COUNTY.

2.1. In consideration of the payments set forth herein and in Exhibit B, County shall provide law enforcement and police services within Town. Said services are described in Exhibit A.

2.2. The Town is not limited to the services indicated in Exhibit A, but the Town may request to fund additional services and can initiate discussions pertaining to additional supplemental services in the field of public safety, law enforcement or related fields within the legal power of the Sheriff to provide for additional cost of service.

3. PAYMENTS.

3.1. The Town shall pay the County for the services provided under the terms of this Agreement at the rates set forth in Exhibit B.

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

3.3. The Town shall be billed based on the service level provided within the parameters of Exhibit A.

3.4. The cost of additional services, requested by Town, in the field of public safety, law or related fields within the legal power of the Sheriff to provide not set forth in Exhibit A shall be reflected in an amendment to Exhibits A and B.

3.5. The Sheriff or Sheriff's designee will schedule a meeting with the Town to discuss the updated annual rates.

4. TERM.

4.1. This Agreement shall be in full force and effect from **JULY 1, 2025 to JUNE 30, 2026**. If approval of this Agreement should be delayed past the commencement date due to extenuating circumstances, the Agreement shall be considered retroactive to Jan 1, 2024 for purposes of costs, charges, and payments by Town.

4.2. Town shall notify County within six months of contract expiration of its intent to continue services beyond June 30, 2026. The parties shall thereafter negotiate the terms, including the level of compensation, in an effort to reach agreement before the expiration of this Agreement.

5. RIGHT OF TERMINATION.

5.1. Either party may terminate this Agreement with or without cause upon written notice to the other party of not less than three months prior thereto.

5.2. In the event of termination, each party shall fully discharge all obligations owed to the other party accruing prior to the effective date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

5.3. The Town may terminate this Agreement or a portion of the services referenced in the Exhibits based upon Town's unavailability of funds, by providing written notice to County as soon as is reasonably possible after the Town learns of said unavailability of funding.

5.4. If the Town terminates for non-appropriation it will be liable to pay County for: (1) the portion of the contract costs attributable to the all services performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that County incurs as a result of early termination of the Agreement.

6. HOLD HARMLESS.

6.1. Town shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Town, its officers, agents and/or employees.

6.2. County shall defend, hold harmless and indemnify Town, its officers, agents and/or employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County, its officers, agents, and/or employees.

6.3. In the event of the concurrent negligence (or intentional or reckless acts) of Town, its officers, agents and/or employees, and County, its officers, agents and/or employees, then the liability for any and all claims which arise out of the terms and conditions of this Agreement shall be apportioned under California's theory of comparative fault.

7. INSURANCE.

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

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

7.1.2. Liability Insurance. Town and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance for services covered 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 Town's and County's operations under this Agreement, whether such operations be by themselves or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified on the following page.

Such insurance shall include:

- Comprehensive General Liability $5,000,000
- Motor Vehicle Liability Insurance $5,000,000

8. NON-DISCRIMINATION AND OTHER REQUIREMENTS.

8.1. *Section 504.* 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.

8.2. *General Non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental

disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

8.3. *Equal Employment Opportunity*. 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.

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

8.5. *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.

8.6. *Other Statutory Compliance*. 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.

8.7. *Compliance with Contractor Employee Jury Service Ordinance*. Town and County shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the 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.

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

9.2. 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.

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

in writing and signed by the parties.

11. CONTROLLING LAW.

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

12. DISPUTE RESOLUTION.

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

13. FINES AND FORFEITURES.

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

14. NOTICES.

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

In the case of County, to:

San Mateo County Sheriff's Office
ATTN: Sheriff
330 Bradford Street, 5th Flr
Redwood City, CA 94063

In the case of Town, to:

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

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

COUNTY OF SAN MATEO
A Political Sub-division of the
State of California

BY: _____
President, Board of Supervisors

DATE: _____

ATTEST:

BY: _____
Clerk of Said Board

TOWN OF PORTOLA VALLEY

BY: Judith A Hasko
Judith A Hasko (Nov 3, 2025 16:15:23 PST)
Mayor, Town of Portola Valley

DATE: 11/03/2025

ATTEST:

BY: Veronica Dao
Clerk, Town of Portola Valley

EXHIBIT A
SERVICES

Agreement for Law Enforcement Services between the
County of San Mateo and Town of Portola Valley

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

1. DESCRIPTION OF LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.

County shall provide general law enforcement services to Town. The parties agree that the County may provide a greater level of service as is appropriate and necessary to respond to emergent law enforcement circumstances and situations, and that this determination shall be at the sole discretion of the Sheriff of the County of San Mateo hereinafter referred to as "Sheriff".

The incorporated limits of Town may be part of a portion of a larger Sheriffs 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 in this Agreement, it shall notify Sheriff in writing.

1.1. LAW ENFORCEMENT SERVICES.

1.1.1. The County agrees, through the Sheriff, to provide general law enforcement services within the corporate limits of the Town to the extent and in the manner hereinafter set forth in this Agreement.

1.1.2. Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Charter, the statutes of the State of California, and under the Town municipal codes.

1.1.3. Services also include basic traffic law enforcement services; special event security details; attendance and participation at various Town meetings and neighborhood groups; and quarterly statistical reports.

1.1.4. Sheriff support staff will provide services representing technical; records and evidence management; fiscal services; and human resources support.

1.1.5. Sheriff support staff will provide general administrative support and will perform the services necessary for the collection of fees such as, but not limited to, abandoned vehicle recovery, alarm permit and response fees, moving citations, vehicle releases, accident reports, and crime reports.

1.1.6. General law enforcement services performed hereunder may include, if requested, by the Town, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

1.2. ADDITIONAL SERVICES PERFORMED BY SHERIFF'S OFFICE.

1.2.1. The Sheriff may provide additional services which fall outside of the contract scope described under 1.1. and this determination shall be at the sole discretion of the Sheriff. When resources are available, services may include:

- School Resource Officer services

- K-9 Unit services
- Special investigative services including the Vehicle Theft Task Force (VTTF). The Town will not be a signatory to any other agreements or VTTF services.
- Emergency Service Bureau services including specialized units such as SWAT and Search & Rescue.
- Psychiatric Emergency Response Team (PERT) services

1.3. SUPPORT SERVICES.

1.3.1. *Records Fees.* The County's Sheriff's Records Bureau will perform the services necessary and collect fees on behalf of the Town for the following:

- Vehicle Release Fee
- Accident Reports
- Crime Reports
- Good Conduct Letter

2. ADMINISTRATION OF PERSONNEL.

2.1. The rendition of the services performed by the Sheriff s Office, the standards of performance, the discipline of personnel, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2. In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or level of services or manner of performance of such services, the Sheriff and the Town shall meet and confer to resolve such disputes.

2.3. All Town employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the Town and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement.

2.4. The Town shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for said Town. Except as herein otherwise specified, the Town shall not be liable for compensation or indemnity to any County employee or agent of the County for injury, disability or illness arising out of services provided under this Agreement.

2.5. If the 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, the Town will reimburse County at the prevailing overtime rate paid to deputies at the then County established rate. Any such payments will be in addition to those set forth in Exhibit 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 assigned to special patrol is called off this patrol to respond to other Sheriffs business, the mileage and personnel costs of this time away from the special patrol will not be billed to Town. All amounts paid by the Town pursuant to this paragraph are over and above the amount stated in Section 3 of this agreement.

3. DEPLOYMENT OF PERSONNEL.

3.1. Services performed hereunder shall be developed in conjunction with the Sheriff and detailed in *Exhibit A, Section 8 - Assignment / Selection of Personnel*.

4. REPORTS.

4.1. The Sheriff or Sheriff's designee shall report periodically to the Town Council, at the Town Manager's discretion, all violations of law within its borders coming to the Sheriff's attention. Quarterly statistical reports will be provided to Town by the Sheriff upon request.

5. UNIFORMS AND INSIGNIA.

5.1. Personnel performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties.

5.2. Similarly, patrol vehicles used by deputies assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office.

5.3. 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 their 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.

6. TOWN OBLIGATIONS.

6.1. 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 substation office in the Town.

6.2. It is expressly further understood that such areas may be used by the Sheriff or the County of San Mateo in connection with the performance of duties in territory outside of Town and adjacent thereto.

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

7. PERFORMANCE OF AGREEMENT.

7.1. For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the agreed level of services to be rendered hereunder.

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

8. ASSIGNMENT/SELECTION OF PERSONNEL.

8.1 Assigned Personnel

POSITION	*# of FTE*
Captain	.25
Sergeant-Administrative	.25
Deputies	4.5
TOTAL # (FTE) ASSIGNED	**5.0 FTE**

EXHIBIT B
FY 2025-26 RATES / PAYMENTS

Agreement for Law Enforcement Services between the County of San Mateo and Town of Portola Valley

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

1. CHARGES FOR SERVICES.

1.1. Town shall pay County for services described in this Agreement as calculated based on the formulas set forth in Section 5, Calculated Rates, attached hereto and incorporated by reference herein.

1.2. Section 5, Calculated Rates, shall be readjusted by the County annually effective July 1 of each year and attached hereto as an updated / revised Section 5.

2. INVOICING / BILLING.

2.1. On a semi-annual basis in accordance with Section 3 below, Sheriff's Office Fiscal Services Bureau shall submit an invoice to the Town.

2.2. Payments and questions regarding invoicing shall be directed to the Sheriff's Office Fiscal – Invoicing at Sheriffs_Fiscal_Unit@smcgov.org or be mailed to:

San Mateo County Sheriff's Office
Fiscal Services Bureau
330 Bradford Street, 5th Floor
Redwood City, CA 94063

3. PAYMENTS.

3.1. Total charges due for the period of **July 1, 2025** through **June 30, 2026** are **$2,339,626.00**. Invoices will be issued according to the following schedule:

Invoice Issued:	Amount
July 1, 2025	$1,169,813
January 1, 2026	$1,169,813

3.2. Future Fiscal Year payments will be in accordance with the revised Calculated Rates effective July 1 of each year. Payments will be due semi-annually on July 1st and January 1st for each subsequent year of this Agreement.

4. OTHER FEES.

4.1. Booking / Message Switch Fees

4.1.1. Town shall not be responsible for paying Jail Access Fees, Booking Fees, or Message Switch Fees to the County.

4.2. Joint Powers Agreements Fees

4.2.1. Town shall continue to be responsible for fees set forth in the Joint Powers Agreements pertaining to the Department of Emergency Management (DEM).

5. CALCULATED RATES.

5.1. Rates for FY 2025-26 are outlined below.

San Mateo County Sheriff's Office
Portola Valley Law Enforcement Services
FY 2025-26 Budget

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	Total Expenses FY 2025-26
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	2.00	$ 352,951	$ 109,703	$ 309,720	$ 772,374
Deputy Sheriff - Night	2.00	$ 370,936	$ 115,293	$ 322,796	$ 809,025
Investigative Deputy Sheriff-Detective	0.50	$ 92,600	$ -	$ 71,967	$ 164,567
Sergeant - Administrative	0.25	$ 53,921	$ 16,410	$ 45,737	$ 116,067
Captain	0.25	$ 75,352	$ -	$ 54,398	$ 129,750
PERSONNEL COSTS - TOTAL:	**5.00**	**$ 945,759**	**$ 241,406**	**$ 804,618**	**$ 1,991,783**
OPERATING COSTS:					
Uniform Allowances					$ 7,500
Equipment Maintenance					$ 71,119
Training Expenses					$ 5,500
Radio and Communications Charges					$ 22,661
Information Services Charges					$ 17,732
Vehicle Maintenance & Replacement Costs					$ 50,152
HR and Risk Management Service Charges					$ 11,970
Support Services					$ 161,209
OPERATING COSTS - TOTAL:					**$ 347,843**
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					**$ 2,339,626**

5.2. The average overtime hourly rates for supplemental services described in Exhibit A are as follows:

San Mateo County Sheriff's Office FY 2025-26 Hourly Rates*	
Position	**Overtime Rate**
Admin Sergeant (Day)	$217.75
Sergeant (84 Plan Day)	$217.75
Sergeant (84 Plan Night)	$228.64
Detective Sergeant (Day)	$228.13
Deputy Sheriff (84 Plan Day)	$178.17
Deputy Sheriff (84 Plan Night)	$187.25
K-9 Deputy Sheriff (84 Plan Day)	$187.25
K-9 Deputy Sheriff (84 Plan Night)	$196.33
Motorcycle Deputy	$187.25
Detective Deputy Sheriff	$186.98
Community Services Officer II	$65.67
Criminal Records Tech II (Day)	$65.77

*Rates subject to change based on union negotiated rates and benefits.

SMCSO & Portola Valley - Law Enforcement Services Contract - 2025-26

Final Audit Report 2025-11-04

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Agreement completed.

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