
AMENDMENT NO. 5

TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SAN CARLOS

THIS AMENDMENT FIVE, entered into on the entered into on the 22nd day of December, 2023, by and between the **CITY OF SAN CARLOS**, a general law 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, on July 1, 2020, the City and County entered into an Agreement (Resolution No. 077595) for the performance of the agreed upon law enforcement services within its boundaries by the County through the Sheriff; and

WHEREAS, Resolution No. 077595 authorizes the Sheriff or Sheriff's designee to accept or execute notices, documents, and amendments associated with this Agreement; and

WHEREAS, in November 2020, Amendment One was approved which provided additional foot patrols to support the Laurel Street Policing Program; included the purchase of an interview management system; and authorized use of the City's trust fund to support a portion of the cost of law enforcement services in FY 2020-21; and

WHEREAS, in May 2021, Amendment Two was approved which incorporated the FY 2021-22 Selection of Personnel set forth in Exhibit A-1 and the FY 2021-22 Rates and Payments set forth in Exhibit B; and

WHEREAS, in August 2021, Amendment Three was approved which increased Downtown Services Unit (DSU) appropriations by \$100,000 for a total DSU program cost of \$250,000 to fund an additional DSU Community Services Officer position and cover overtime costs associated with the DSU program; and

WHEREAS, in May 2022, Amendment Four was approved which incorporated the FY 2022-23 Selection of Personnel set forth in Exhibit A-1 and the FY 2022-23 Rates and Payments set forth in Exhibit B; and

WHEREAS, the parties now wish to further amend the Agreement to incorporate the FY 2023-24 Selection of Personnel set forth in Exhibit A-1 and the FY 2023-24 Rates and Payments set forth in Exhibit B.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. "Exhibit A-1 FY 2022-2023 Assignment/Selection of Personnel", is hereby deleted in its entirety and replaced with "Exhibit A-1, FY 2023-2024 Assignment/Selection of Personnel" and is attached hereto and incorporated herein.
2. "Exhibit B, FY 2022-23 Rates / Payments" is hereby deleted in its entirety and replaced with "Exhibit B, FY 2023-24 Rates / Payments" and is attached hereto and incorporated herein.
3. This Amendment Five is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the original Agreement not in conflict with Amendment Five remain in effect and are incorporated by reference.

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: _____
SHERIFF CHRISTINA CORPUS

DATE: _____

CITY OF SAN CARLOS

BY: _____
CITY MANAGER

DATE: _____

APPROVED AS TO FORM

CITY ATTORNEY

ATTEST:

BY: _____
CITY CLERK

EXHIBIT A – 1

FY 2023-24 ASSIGNMENT / SELECTION OF PERSONNEL

Agreement for Law Enforcement Services between the County of San Mateo and City of San Carlos

1. ASSIGNMENT OF PERSONNEL.

1.1 FY 2023-24 Assigned Personnel.

POSITION	# of FTE
Captain	1.0
Sergeant – Day	2
Sergeant – Night	2
Sergeant – Administrative	1
Deputy – Day	6
Deputy – Night	4
Deputy – Motorcycle	2
Deputy – Canine	2
Deputy – Detective Services	2
Community Service Officers	6
Management Analyst	1
Records Technician	1
TOTAL # (FTE)	30.00

2. ASSIGNMENT OF SPECIFIC PERSONNEL.

2.1 In the event that the position of Captain assigned to the City (via this Agreement) needs to be filled, the Sheriff will provide City with three (3) candidates for consideration. City Manager shall select one of the three candidates.

2.2 The City Manager may request reassignment of personnel assigned to the City at any time. The Sheriff and City Manager shall meet and confer regarding the request within ten (10) days.

EXHIBIT B

FY 2023-24 RATES / PAYMENTS

Agreement for Law Enforcement Services between the County of San Mateo and City of San Carlos

In consideration of the services described in Exhibit A and Exhibit A-1, City shall pay County based on the following fee schedule:

1. **CHARGES FOR SERVICES.**

- 1.1 City shall pay County for services described in this Agreement as calculated based on the formulas set forth in Section 6, Calculated Rates, attached hereto and incorporated by reference herein.
- 1.2 Section 6, Calculated Rates, shall be readjusted by the County annually effective July 1 of each year and attached hereto as an updated / revised Section 6.

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 City.
- 2.2 Payments and questions regarding invoicing shall be directed to the Sheriff's Office Financial Manager Deniz Tunc at DTunc@smcgov.org or be mailed to:

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

3. **PAYMENTS.**

- 3.1 Total charges for the period of **July 1, 2023** through **June 30, 2024** are **\$12,030,880** for police services. Invoices for police services will be issued according to the following schedule:

Invoice	Amount
July 1,	\$3,007,720.00
October 1,	\$3,007,720.00
January 1,	\$3,007,720.00
April 1,	\$3,007,720.00

NOTE: UAAL credits are not reflected in the above amounts.

- 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 quarterly on July 1st, October 1st, and January 1st, and April 1st for each subsequent year of this Agreement.
- 3.3 The July 1, 2023 invoice will be paid in part from the San Carlos City Trust Fund, which is held by the Sheriff's Office. A transfer of \$500,000 will be made from the San Carlos Trust Fund and reflected on the invoice issued July 1, 2023.

4. **BOOKING / MESSAGE SWITCH / FORENSIC LABORATORY FEES.**

- 4.1 City shall not be responsible for paying Jail Access Fees, Booking Fees, Message Switch Fees or forensic laboratory fees to the County.

5. JOINT POWERS AGREEMENTS.

- 5.1 City shall continue to be responsible for fees set forth in the Joint Powers Agreements pertaining to the Narcotics Task Force (NTF) and Department of Emergency Management (DEM).

6. CALCULATED RATES

6.1 Rates for FY 2023-24 are outlined below.



San Mateo County Sheriff's Office San Carlos Law Enforcement Services FY 2023-24 Budget

	Position Count	Employee Salaries	Employee Overtime	Employee Benefits	Total Expenses FY 2023-24
BASIC LAW ENFORCEMENT SERVICES:					
PERSONNEL COSTS:					
Deputy Sheriff - Day	6.00	\$ 1,064,718	\$ 311,737	\$ 853,401	\$ 2,229,856
Deputy Sheriff - Night	4.00	\$ 745,980	\$ 218,414	\$ 593,385	\$ 1,557,779
Deputy Sheriff - Motorcycle	2.00	\$ 372,990	\$ -	\$ 263,930	\$ 636,920
Deputy Sheriff - Canine	2.00	\$ 382,032	\$ 166,458	\$ 302,805	\$ 851,295
Investigative Deputy Sheriff-Detective	2.00	\$ 372,451	\$ -	\$ 263,614	\$ 636,065
Sergeant - Day	2.00	\$ 440,034	\$ 140,261	\$ 345,444	\$ 925,738
Sergeant - Night	2.00	\$ 461,855	\$ 147,216	\$ 360,366	\$ 969,437
Sergeant - Administrative	1.00	\$ 219,931	\$ 70,103	\$ 172,663	\$ 462,697
Captain	1.00	\$ 268,962	\$ -	\$ 180,473	\$ 449,435
Community Services Officer - 2 Part-time	1.00	\$ 79,081	\$ -	\$ 18,544	\$ 97,625
Community Services Officer	4.00	\$ 325,814	\$ 46,992	\$ 193,972	\$ 566,778
Management Analyst	1.00	\$ 148,935	\$ -	\$ 68,275	\$ 217,209
Records Technician	1.00	\$ 78,477	\$ -	\$ 46,510	\$ 124,987
Traffic Enforcement		\$ -	\$ 60,000	\$ 40,000	\$ 100,000
DUI Enforcement		\$ -	\$ 30,000	\$ 20,000	\$ 50,000
Laurel Street Downtown Services Unit:					
DSU-Supplemental Overtime		\$ -	\$ 64,983	\$ 43,322	\$ 108,305
DSU-Community Services Officer	1.00	\$ 81,453	\$ 11,748	\$ 48,493	\$ 141,695
PERSONNEL COSTS - TOTAL:	30.00	\$ 5,042,712	\$ 1,267,913	\$ 3,815,196	\$ 10,125,821
OPERATING COSTS:					
Uniform Allowances					\$ 35,100
Office Supplies & Miscellaneous Expenses					\$ 14,000
Equipment Maintenance					\$ 217,512
Training Expenses					\$ 30,690
Canine Expenses					\$ 17,080
Radio and Communications Charges					\$ 111,619
Information Services Charges					\$ 187,473
Vehicle Maintenance & Replacement Costs					\$ 226,834
HR and Risk Management Service Charges					\$ 113,212
Support Services					\$ 951,539
OPERATING COSTS - TOTAL:					\$ 1,905,059
NEGOTIATED ADJUSTMENT ON LAW ENFORCEMENT SERVICES:					
					\$ -
TOTAL COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 12,030,880
CalPERS UAAL Credit (Actual credit subject to limitations outlined in the contract)					\$ (1,451,701)
TOTAL ADJUSTED COST OF BASIC LAW ENFORCEMENT SERVICES:					\$ 10,579,179

6.2 Overtime Rates - the estimated overtime hourly rates for supplemental services described in Exhibit A (Section 1.1.3) are as follows:

<i>San Mateo County Sheriff's Office FY 2023-24 Hourly Rates</i>	
Position	Overtime Rate
Admin Sergeant (Day)	\$222.05
Sergeant (84 Plan Day)	\$222.13
Sergeant (84 Plan Night)	\$233.15
Detective Sergeant (Day)	\$232.54
Deputy Sheriff (84 Plan Day)	\$179.16
Deputy Sheriff (84 Plan Night)	\$188.29
K-9 Deputy Sheriff (84 Plan Day)	\$188.29
K-9 Deputy Sheriff (84 Plan Night)	\$197.42
Motorcycle Deputy	\$188.29
Detective Deputy Sheriff	\$188.02
Community Services Officer II	\$64.06
Community Services Officer II (Extra-Help)	\$62.19
Administrative Assistant	\$84.54
Criminal Records Tech II (Day)	\$61.72