

## **MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

### **BETWEEN THE COUNTY OF SAN MATEO AND CITY OF SAN MATEO FOR THE PURPOSES OF CARRYING OUT THE GOALS AND MISSION OF THE GUN RELINQUISHMENT TASK FORCE**

This Memorandum of Understanding and Agreement (“MOU”) outlines the agreed upon responsibilities of the County of San Mateo (“County”) and CITY OF SAN MATEO POLICE DEPARTMENT (“Venue Agency” and, together with the County, the “Parties”) for carrying out the goals and initiatives of the San Mateo County Gun Relinquishment Task Force (“GRTF”).

**WHEREAS**, the GRTF is a unit within the San Mateo County District Attorney’s Office, led by the District Attorney Chief Inspector or Senior Inspector (“DA Inspector”) composed of law enforcement officers from the County and its cities and towns; and

**WHEREAS**, the purpose of the GRTF is to coordinate and share resources among the law enforcement agencies in the County to more effectively enforce unlawful firearm possession laws, in the interest of promoting safety and reducing gun violence in the County; and

**WHEREAS**, the Parties have a collective goal of enabling the GRTF to carry out its County-wide efforts, and from time this may require the Parties to cooperate for operational, promotional, and advocacy purposes.

Therefore, the Parties agree as follows:

#### **Responsibilities of County:**

- Receive Court Orders from The Superior Court of California, County of San Mateo, the San Mateo County Sheriff’s Office and other sources as appropriate.
- Run reports through the California Law Enforcement Website (CLEW) Armed and Prohibited Persons System (APPS) and Firearms Dealer Acquisition System (FDAS)
- Identify and confirm prohibited person(s) and firearms through research utilizing law enforcement and publicly available databases.
- Deconflict with the California Department of Justice and other law enforcement agencies.
- Coordinate with the venue law enforcement agency having primary jurisdiction over the prohibited person’s residence or location (“Venue Agency”).
- Obtain any legal process necessary to conduct the seizure, e.g., warrants.
- Coordinate with Venue Agency to effectuate seizures.
- Coordinate with the Venue Agency regarding storage of seized firearms.
- Write reports related to firearm seizures and/or attempts to seize firearms for criminal filing and informational purposes.
- Return and file all necessary search and/or arrest warrants to The Superior Court of California, County of San Mateo.
- Provide training to Venue Agency related to gun confiscation.
- Track statistics related to referrals, seizure attempts, firearms confiscated, and arrests related to firearm seizures.

#### **Responsibilities of Venue Agency:**

- Coordinate with the GRTF members when contacted about prohibited person(s) within the venue jurisdiction.

- Responsible for the overall planning and coordination of personnel related to any firearm seizure attempt in the venue jurisdiction. The Venue Agency will ultimately decide if and when seizure attempts will occur and supply the number of officers necessary to safely effectuate the seizure.
- Responsible for the collection and evidence storage of all seized firearms.
- Responsible for firearm entries into California Law Enforcement Telecommunications System (CLETS), Automated Firearm System (AFS), and any other related databases or systems.
- Responsible for report writing and case submissions for criminal charges unrelated to firearm violations and seizures (e.g., narcotics located during the firearm seizure process)

**Term of MOU:** The term of this MOU shall be for two years, from October 30, 2022, to October 29, 2024, but may be terminated by either party without a requirement of good cause on 30 days written notice.

**Hold Harmless:**

Venue Agency shall defend, hold harmless and indemnify both (1) the County of San Mateo and its officers, agents, and/or employees and (2) any other City and its officers, agents, and/or employees that executes an agreement in substantially the same form as set forth herein that mutually indemnifies Venue Agency in the same manner as set forth in this paragraph; from any and all claims for injuries to persons and/or damage to property, which both arise out of this Agreement and are caused by or are alleged to be caused by the acts or omissions of Venue Agency, its officers, agents and/or employees including, but not limited to claims alleging negligence, excessive force, or violations of state or federal civil rights laws, except to the extent such claims arise out of acts performed by the County, its officers, agents and/or employees or another cities' officers, agents and/or employees.

County shall defend, hold harmless and indemnify Venue Agency, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which both arise out of this Agreement and are caused by or are alleged to be caused by the acts or omissions of County, its officers, agents and/or employees including, but not limited to claims alleging negligence, excessive force, or violations of state or federal civil rights laws, except to the extent such claims arise out of acts performed by the Venue Agency, its officers, agents and/or employees or another cities' officers, agents and/or employees.

In the event of the concurrent negligence of Venue Agency, its officers, agents and/or employees, and the County or another City providing mutual indemnity pursuant to paragraph 1 of this section, their officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of this Agreement shall be apportioned under California's theory of comparative fault as presently established or as may be hereafter modified.

Venue Agency will be responsible for the defense of any of its employees in any lawsuit filed against that employee, regardless of the allegations.

The parties understand and agree that because all officer/employees performing work pursuant to this MOU will be deemed to be continuing under the employment of the Venue Agency, any damage, injury, disability, or death incurred by the officer/employee while working with the GRTF shall be deemed to have arisen out of and to have been sustained in the course of the officer/employee's employment with Venue Agency. Any officer/employee who sustains any damage or injury arising out of and in the course of their work with the GRTF shall be accorded by Venue Agency all of the same benefits, including Workers Compensation Benefits, which they would have received if they had been acting under the sole direction of Venue Agency. If the officer/employee, or anyone on the officer/employee's behalf or based on officer/employee's injury, files a claim for Workers' Compensation or claims tort violation of any labor or

employment laws against the County or claim for any other wrongful act or omission, for any damage or injury claimed to have been sustained in relation to the officer/employee's work with the GRTF, Venue Agency shall indemnify, defend, and hold the County, its officers, agents and employees harmless.

**Relationship between the Parties:** Venue Agency agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that neither Venue Agency nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**Compliance with Laws:** In performance of this MOU, both Parties shall observe and comply with all federal, state, and local laws, ordinances, and regulations.

**Agreement of parties:**

County of San Mateo

Venue Agency

\_\_\_\_\_  
Name: Steve Wagstaffe

Title: District Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Ed Barberini

Title: Chief of Police

Date: \_\_\_\_\_