



**COUNTY OF SAN MATEO  
SHERIFF'S OFFICE**  
Interdepartmental Correspondence

**Date: March 19, 2001**  
**Hearing Date: March 27, 2001**

**TO:** Honorable Board of Supervisors  
**FROM:** Don Horsley, Sheriff *DH*  
**SUBJECT: Agreement with the City of Half Moon Bay to Provide Warrant Processing Services by the Sheriff's Office Criminal Records Bureau**

**Recommendation**

Adopt a Resolution authorizing the President of the Board to execute an Agreement whereby the Sheriff's Office Criminal Records Bureau will process Warrants of Police Arrests and Law Enforcement Telecommunication Functions for the City of Half Moon Bay.

**Background**

In 1996, your Board first entered into an agreement with the City of Half Moon Bay for the processing of arrests warrants and law enforcement telecommunications by the Sheriff's Office Criminal Records Bureau. Processing of City warrants involves the servicing the City's original warrants of arrest and bench warrants, including 24 hour-a-day, 7 days-a-week availability of document preparation, entries, verifications, abstracts, updates, court recalls, and purges of information out of databases for the City's warrants. For smaller jurisdictions, it is more cost-effective to contract for this service with an established records bureau such as operated by the Sheriff's Office. The services have been provided to Half Moon Bay for the last five years.

The Criminal Records Bureau will service these warrants via counter, telephone, and the Bay Area based operation, Automated Warrant System (AWS). The California Law Enforcement Telecommunications Systems (CLETS), and Wanted Persons Systems (WPS), and the Nationwide Crime Information Center (NCIC) will also be used by the Sheriff's Criminal Records Bureau for processing all necessary functions involving warrants, i.e., dissemination inquiries, confirmations, and dispositions.

**Discussion**

The City of Half Moon Bay has again requested that these criminal records services be provided by the Sheriff's Office Criminal Records Bureau. The new proposed agreement is for two (2) years. The fee for providing the warrants and telecommunication function services will be for calendar years 2001 and 2002 in an amount not to exceed \$5,500. The first payment by the City will be \$2,700 due at the time the agreement is executed. The second payment in the amount of \$2,850 will be due in January 2002. The fee is based on an estimated 550 annual warrants per year, and is comparable to the fee charged to our other contract agency, the City of Brisbane.

**County Counsel**

County Counsel has reviewed and approved this Resolution and agreement.

**Fiscal Impact**

This agreement will generate additional revenue of \$5,500 over two years to offset existing costs of the Sheriff's Office Criminal Records Bureau. The relatively small number of additional warrants, spread over 365 working days, can be accomplished by existing staff.

**Resolution No. \_\_\_\_\_**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH CITY  
OF HALF MOON BAY FOR WARRANT PROCESSING SERVICES**

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**RESOLVED**, by the Board of Supervisors, County of San Mateo, State of California, that:

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance of a two (2) year agreement, reference to which is hereby made for further particulars, whereby the Sheriff's Office Criminal Records Bureau will process Warrants of Police Arrests and Law Enforcement Telecommunication Functions for the City of Half Moon Bay; and

**WHEREAS**, the this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into same; and

**NOW, THEREFORE, BE IT RESOLVED THAT:** the President of this Board of Supervisors be, and is hereby authorized to execute the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board of Supervisors shall attest his signature thereto.

\* \* \* \* \*

**AGREEMENT  
BETWEEN CITY OF HALF MOON BAY  
AND THE COUNTY OF SAN MATEO**

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This Agreement entered this \_\_\_\_\_ of \_\_\_\_\_ 2001, by and between the **CITY OF HALF MOON BAY**, 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**, pursuant to Government Code Section 51300 et seq. of the Government Code, County may contract with City for the performance of City functions by the appropriate employees of County; and*

***WHEREAS**, City is desirous of having the County provide processing of City arrest warrants and law enforcement telecommunication functions as hereinafter set forth, for and on behalf of City, and the County is willing to perform such services; and*

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

- 1. Services to be Performed by County.** In consideration of the payments hereinafter set forth, County shall perform services for City in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, attached hereto and incorporated by reference herein, for the County of San Mateo.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff's Office Criminal Records Bureau.

Should City desire to receive any service from the Sheriff not specifically listed above, it shall so notify the County Board of Supervisors by resolution of the City Council, and if the parties agree to additional services, this agreement may be amended accordingly.

The Sheriff's Office Criminal Records Bureau shall report quarterly to the City with statistical information on their warrant database

**2. Payment for Service.**

- a In consideration of the services rendered by County City will pay County for such services in accordance with the schedule of charges set forth in Exhibit A which is attached to this agreement and incorporated herein by reference
- b If at any future date during the contract period, it is determined by the County and City that additional services have been added, County shall be compensated for the additional services Any modifications of this Agreement shall be in writing, and approved by both parties before such services are implemented.

**3. Insurance.** The work shall not commence under this Agreement unless and until all insurance required under this paragraph has been obtained by City and such insurance has been approved by the County Manager City shall use diligence to obtain such insurance and to obtain such approval. The City shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the City's coverage to include the contractual liability assumed by the City pursuant to this Agreement These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing to the County Manager 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** The City shall have in effect during the entire life of this Agreement Workers Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement the City certifies, as required by Section 1861 of the California Labor Code, that it is 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 I will comply with such provisions before commencing the performance of the work of this Agreement
- b. **Liability Insurance.** The City shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 operations under this Agreement, whether such operations be by City 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 \$ 1,000,000
- (2) Motor Vehicle Liability Insurance \$ 1,000,000
- (3) Professional Liability \$ 1,000,000

County and its officers, agents employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy such other insurance shall be excess insurance only

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### **4. Non-Discrimination.**

- a. City shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract
- b. City agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical or mental handicap, sexual orientation, marital status, or political affiliation.

#### **5. Hold Harmless.**

- a. City shall indemnify and hold harmless County from and against any and all actions which in any way arise out of, result from, or are connected in any way with City's negligent or intentional acts in performing services under this Agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.
- 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 negligent or intentional acts in performing services under this Agreement except any action which arises solely and exclusively out of the negligent or intentional acts of City.

- c. If an action arises out of the concurrent negligence of 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 negligence.
- d. As used in this section, 'County' means the County its officers agents employees and servants
- e. As used in this section "City" means the City 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 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

6. **Term of Agreement.** This Agreement shall be in full force and in effect from the first day of January 2001 through and including the 31<sup>st</sup> day of December 2002. It is the expectation of the parties that this Agreement may be extended for additional years for an agreed upon compensation. If the parties extend this Agreement, the parties shall thereafter negotiate the terms of such extension including the level of compensation in an effort to reach agreement before the expiration of this Agreement. Either party may cancel this Agreement for any reason whatsoever upon 30 days written notice to the other party.

7. **Status of Contracting Parties.** This is an agreement between independent contractors and no other relationship is intended, nor is established by this Agreement.

8. **Merger.** This Agreement including Exhibit 'A' attached hereto and incorporated herein by reference 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. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit 'A' attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

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

**CITY OF HALF MOON BAY**

By: David Robinson  
Mayor

Date 2-20-01

**ATTEST:**

David R. Robinson  
City Clerk

Date 2-20-01

ADOPTED AT THE  
REGULAR MEETING OF  
2-6-01  
D.R.  
CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney City of Half Moon Bay

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

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

By: \_\_\_\_\_  
President Board of Supervisors

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

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



**EXHIBIT A**  
**AGREEMENT BETWEEN CITY OF HALF MOON BAY**  
**THE AND SAN MATEO COUNTY**

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**I. Services to be Provided by County.**

- a. The Sheriff's Office Criminal Records Bureau shall provide processing of arrest warrants designated by City and law enforcement telecommunications involving the services of the City's original warrants of arrest and bench warrants which include 24 hour-a-day, 7 days-a-week availability of document preparation, entries, verifications, abstracts updates, court recalls, and purges of information out of databases for the City's warrants.
- b. The Criminal Records Bureau will service these warrants via counter, telephone, and the Bay Area based operation, Automated Warrant System (AWS). The California Law Enforcement Telecommunications Systems (CLETS), and Wanted Persons Systems (WPS) and the Nationwide Crime Information Center (NCIC) will also be used by the Sheriff's Criminal Records Bureau for processing all necessary functions involving warrants, i.e , dissemination inquiries, confirmations and dispositions

**II. City's Responsibility will be the following.**

- a. City will submit warrants to the Sheriff's Office Criminal Records Bureau with all pertinent information surrounding these warrants.
- b. City shall officially notify all concerned and interested parties that the Sheriff's Office Criminal Records Bureau will be servicing their warrants until such time as all concerned and interested parties are notified of a change of these proceedings.

**III. Payments.** The fee for providing the arrest warrants and law enforcement telecommunication function services will be for an amount not to exceed \$5,550. \$2,700 for the first year will be paid by City at the time the Agreement is executed. \$2,850 will be paid by City the first business day after January 1 2002.