



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**

County Counsel

**DATE:** November 28, 2006

**BOARD MEETING DATE:** December 5, 2006

**SPECIAL NOTICE/HEARING:** no

**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** County Counsel  
**SUBJECT:** Gang Task Force Participation Agreements

**RECOMMENDATION:**

Adopt a resolution authorizing the Sheriff to execute participation agreements with the law enforcement agencies that have committed staff and resources to the Gang Enforcement Task Force.

**VISION ALIGNMENT:**

**Commitment:** Ensure basic health and safety for all; responsive, effective and collaborative government.

**Goal(s):** No. 7 Maintain and enhance the public safety of all residents and visitors, and No. 22, County and local governments effectively communicate, collaborate and develop strategic approaches to issues affecting the entire county.

**BACKGROUND:**

Your Board has endorsed a variety of multi-jurisdictional law enforcement initiatives to minimize and eradicate the criminal street gangs which continue to threaten the quality of life in our community. The Countywide Gang Enforcement Task force involves the resources of local, several state and federal law enforcement agencies. Over the past year, this Task Force has proven to be a successful and sustainable approach to disrupting and dismantling criminal street gangs that continue to adversely impact the quality of life in our communities.

**DISCUSSION:**

Our office has advised the Sheriff that the continued operation of the Task Force would benefit from participation agreements which would specify the agencies' rights and responsibilities relative to their participation. Although the Task Force does not involve payment of money, it does involve shared personnel and resources. The agreements would include a set of operational protocols that describe the coordinated law enforcement services provided by the task force.


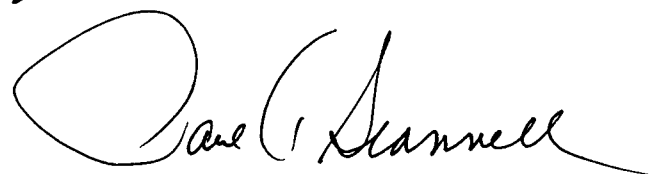
The agreements would also address potential liability issues by specifying who is responsible for defending and paying for damages in the event property is damaged or someone is injured during Task Force activities. In the absence of an agreement, the injured party could submit a claim to all agencies participating in the task force, and each agency could be required to defend its officers. The agreement would simplify the process by requiring the agencies that actually caused the damage to take the lead in defending the claim.

As each agency will need to have the agreement reviewed and signed, we recommend that your Board authorize the Sheriff to sign the agreements on behalf of the County. We have attached the most recent draft of the agreement, and the operational protocols which have been developed by the participating agencies will become part of the agreement. Our office has assisted in the preparation of the agreements, and will continue to review the agreements as to form.

**FISCAL IMPACT:**

There is no anticipated fiscal impact.

THOMAS F. CASEY III, COUNTY COUNSEL

Handwritten signature of Thomas F. Casey III in cursive, written over a horizontal line.Handwritten signature of Paul A. Stannell in cursive, written below the signature of Thomas F. Casey III.

TFC:pb

cc: John L. Maltbie, County Manager  
Don Horsley, Sheriff

**RESOLUTION NO. \_\_\_\_\_**

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

**\* \* \* \* \***

**RESOLUTION AUTHORIZING THE SHERIFF TO EXECUTE AGREEMENTS FOR PARTICIPATION IN THE SAN MATEO COUNTY GANG TASK FORCE**

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

**WHEREAS**, this Board has supported a variety of multi-jurisdictional law enforcement initiatives to solve the problem of criminal street gangs; and

**WHEREAS**, the Countywide Gang Task force involves the resources of local, state, and federal law enforcement agencies, and, over the past year has proven to be a successful and sustainable approach to disrupting and dismantling gangs that continue to adversely impact the quality of life in our communities; and

**WHEREAS**, the continued success of the multi-jurisdictional initiatives of the Gang Task Force will benefit from participation agreements among the law enforcement agencies committed to this effort, which will specify the agencies' rights and responsibilities relative to their participation in the Gang Task Force; and

**WHEREAS**, this Board wishes to authorize the Sheriff to execute participation agreements with the other law enforcement agencies that are involved in the countywide Gang Enforcement Task Force, subject to County Counsel's review of the form of the agreements; and

**WHEREAS**, while the participation agreements do not provide for the exchange of money, they do specify the parties expectations and understandings relative to their participation in the task force.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Sheriff is hereby authorized to enter into participation agreements with the law enforcement agencies that have committed staff and/or resource to the Countywide Gang Task Force, subject to the County Counsel's review of the form of the agreements.**

\* \* \* \* \*

## **AGREEMENT FOR PARTICIPATION IN THE SAN MATEO COUNTY GANG TASK FORCE**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_, 2006, by and between the COUNTY OF SAN MATEO, hereafter called "County," and those GOVERNMENTAL ENTITIES/LAW ENFORCEMENT AGENCIES which become signatories to this agreement, hereafter called "Agency" or "Agencies," each if which is called "Party" or "Agency," and all of which are collectively called "the Parties" or "Agencies."

### WITNESSETH:

**WHEREAS**, Government Code §§ 54981 and 55631 *et seq.* authorize governmental entities to contract with each other for police services; and

**WHEREAS**, Parties wish to enter into this agreement to collaborate in law enforcement functions relating to investigation and suppression of criminal activity involving gangs; and

**WHEREAS**, the San Mateo County Gang Task Force seeks to accomplish the following countywide objectives:

- To restore order to all neighborhoods.
- To proactively enforce all laws, codes, and ordinances.
- To reduce the chances of violent and life threatening behavior.
- To treat each contact professionally and legally.
- To search every probationer and/or parolee (who have been identified as a high risk gang members), and their property.
- To identify current gang members, substantiate gang membership of new members, and confirm gang affiliation to those that have not met establish gang identification standards.
- To enhance probation and parole conditions for probationers and parolees who are affiliated with gang membership.
- To debrief each arrestee by Gang Investigators to gain intelligence and information on criminal activity.
- To validate new gang members and forward information to CALGANG representatives.
- To update information on established gang members and forward to CALGANG representatives.
- To work with the District Attorney's Office to vertically prosecute suspected gang

members as appropriate; and

**WHEREAS**, the San Mateo County Gang Task Force will benefit the public safety of the entire county, and a network of agencies have agreed to participate in this important public safety initiative.

**NOW, THEREFORE**, in consideration of the above premises, the mutual promises herein contained, and the public safety benefit to be gained, the Parties do hereby agree as follows:

**1. Purpose.**

The Parties wish to collaborate to form and operate the San Mateo County Gang Task Force, and to allocate their rights and responsibilities relative to the Task Force operations.

**2. Services to be performed.**

Parties shall commit resources and assign law enforcement officers to the Sheriff's Gang Enforcement Unit according to the terms and conditions described in Exhibit A, a series of documents describing the programmatic details of the Gang Task Force, which is attached hereto and incorporated by this reference as part of the agreement. Parties will appoint a committee of representatives who will provide management oversight and set policies for the Task Force.

**3. Term and Termination.**

The term of this Agreement shall begin on \_\_\_\_\_, 2006 and shall terminate on \_\_\_\_\_, 20\_\_\_\_. Any party may withdraw from the agreement without a requirement of good cause upon thirty (30) days' written notice to the other parties.

**4. Relationship of Parties.**

All parties agree and understand that the work/services performed under this Agreement are performed as an independent contractors, and that no party's employees acquire any of the rights, privileges, powers, or advantages of any other party's employees. No pension rights of any party's employees will be affected by this Agreement.

Each Party will be responsible for its own equipment and personnel, and for the full payment for and compensation of said equipment and personnel.

**5. Hold Harmless.**

No Party shall be responsible for the acts and omissions of another Party's officers or employees nor shall a Party incur any liabilities arising out of the activities of another Party's officers or employees. If the Parties are held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, then the pro rata share of each Party in the satisfaction of such judgment shall be based on the percentage for which they are liable.

Each Party agrees to hold harmless and indemnify the other Party(s) and their respective officers, employees, agents, and independent contractors from and against all claims, loss, liability, damage and expense arising from the alleged negligent performance or intentional acts related to the performance of this agreement by said Party(ies). Any Party(ies) subject to civil suit or any claim arising out of any action resulting from performance pursuant to this agreement agrees to defend the other Party(ies) and their respective officers, employees, agents, and independent contractors against any such claims. In the event of concurrent negligence of more than one Party, their respective officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, responsibilities or actions related to this Agreement shall be apportioned according to the California theory of comparative negligence.

In any action brought against the Party(s) or the Task Force for which indemnity may be sought by one or more Party(s), the Party(s) identified by the pleadings and/or claim as alleged to have given rise to the gravamen of the complaint or claim shall promptly assume the defense thereof and its related costs. Party(ies) who are not identified by the pleadings shall also cooperate with the defense of such action as fully as practicable.

Party(ies) who are not identified by the pleadings and/or claims as having acted in a manner giving rise to the gravamen of the complaint or claim and who are not, subsequent to litigation, settlement and/or judgment, determined to be liable for the negligent or intentional acts that are the subject of the civil action, but who are signatories to the agreement and parties to the litigation, shall not be liable for any settlement unless those Party(ies) each consent to the settlement and agree to a pro rata share of responsibility. Such consent must be in writing.

In the event of a liability, claim, demand or proceeding of whatever kind or nature arising out of this agreement, the Parties who participate shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of said claim, action demand or other proceeding is limited to execution of this agreement.

This section shall include, without limitation, any 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 or County, or damage to property of any kind whatsoever and to whomsoever belonging.

The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

**6. Assignability and Subcontracting.**

No party may assign the benefits nor delegate the duties set forth in this Agreement.

**7. Insurance.**

All 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.



A. **Worker's Compensation and Employer's Liability Insurance.** All 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.

Each Agency will be responsible for workers' compensation for its Officers.

**Liability Insurance.** All parties shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 operations under this Agreement, whether such operations be by himself/herself 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 .....   | \$5,000,000 |
| 2. Motor Vehicle Liability Insurance ..... | \$5,000,000 |

**8. 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.

Parties 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.

**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 any other Party'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.

Parties 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 Exhibit 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. Consideration.**

The Agreement is made in consideration of the public safety benefits that will result, and with the sole exception of the indemnification requirements set forth in section 5, no party shall incur and fiscal obligation to any other party as the result of this agreement.

**13. Execution in Counterparts.**

This agreement may be executed in counterparts by the County of San Mateo and each GOVERNMENTAL ENTITY/LAW ENFORCEMENT AGENCY which becomes a signatory to this agreement.

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

SIGNATURE LINES FOR ALL ENTITIES WILL BE CREATED

**EXHIBIT A**

**Operations Order will be attached**

**SAMPLE**