
AGREEMENT

- TRANSFER OF PERSONNEL AND EQUIPMENT -

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

THIS AGREEMENT, for the Transfer of Personnel and Equipment (“Agreement”), entered into this ___ day of _____, 2011 is made between the **COUNTY OF SAN MATEO** (“County”) and the **CITY OF HALF MOON BAY** (“City”).

WITNESSETH:

***WHEREAS**, City and County desire to contract for provision of County law enforcement services within City through the San Mateo County Sheriff’s Office (“Sheriff’s Office”); and*

***WHEREAS**, City and County anticipate executing that certain Agreement for Law Enforcement Services concurrently herewith; and*

***WHEREAS**, the purpose of this Agreement is to facilitate the Agreement for Law Enforcement Services by transferring certain Personnel and Equipment between the City and County; and*

***WHEREAS**, this Agreement is authorized by Sections 51301, et seq. of the California Government Code:*

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

1. EFFECTIVE DATE.

1.1 This Agreement shall become effective the date this Agreement has received approval by both the Board of Supervisors of San Mateo County and the City Council of the City of Half Moon Bay.

2. TRANSFER OF LAW ENFORCEMENT FUNCTIONS.

2.1 The transfer of certain law enforcement Personnel and Equipment contemplated by this Agreement shall not occur unless or until City and County also contract concurrently for the performance of law enforcement services within City’s boundaries by the County through the Law Enforcement Services Agreement.

- 2.2 If the Agreements referred to in the preceding paragraph have been executed by the parties hereto, prior to 0001 hours on **JUNE 12, 2011**, the police department functions of the City shall cease at 0001 hours on **JUNE 12, 2011**, hereinafter referred to as “the Transfer Date.”
- 2.3 If the Agreements referred to herein, have not been executed by the parties prior to 0001 hours on June 12, 2011, this Agreement shall terminate automatically and be of no further effect, unless the parties, by written agreement extend the Transfer Date.

3. PERSONNEL.

3.1 DEFINITIONS.

- 3.1.1 For the purposes of this Agreement, those City employees to be placed in County classification of Deputy Sheriff shall hereinafter be referred to as “sworn personnel” and those placed in all other County classifications will hereinafter be referred to as “civilian personnel.”
- 3.1.2 In addition to the foregoing designations, those sworn and civilian City personnel who have completed and submitted an application for employment with County shall be alternatively referred to as “Applicant.”

- 3.2 **WAIVER AND CONSENT FORM.** Prior to consideration for employment with County, each Applicant must complete and sign a waiver and consent form authorizing the Sheriff’s Office to review the Applicant’s personnel files to include training records, internal affairs records, and any other information which may be relevant to the employment with the County. Each Applicant must submit the waiver and consent form to the following immediately upon request, or the Applicant will not be offered employment with the County:

San Mateo County Sheriff's Office
Bureau of Professional Standards
400 County Center, 3rd Floor
Redwood City, CA 94063

3.3 EMPLOYMENT / BACKGROUND REVIEW.

- 3.3.1 **Background Review.** In the event County cannot hire an Applicant on initial review of City information and needs additional due diligence, Applicants will be required to submit to a normal and full County background investigation process.
- 3.3.2 **Medical and Psychological Examination.** Upon passing a background review, each Applicant who received a conditional offer of employment from County will undergo a medical examination and psychological examination, at City’s cost, given by County’s selected contract provider, from which it shall be determined that such Applicant is medically and psychologically fit as of the Transfer Date, with or without reasonable accommodation, to perform the duties of the County position for which such Applicant is designated. If, subsequent to the medical and psychological examinations, but prior to the Transfer Date, any Applicant is injured, disabled, or otherwise possibly rendered unable to perform the duties of the position in which the Applicant is to be employed by the County, said Applicant shall be required to pass further medical and psychological examinations as an additional condition of employment by County. Applicants will remain the responsibility of the City until such time as they successfully pass all the above mentioned medical and

psychological examinations and this Agreement is fully executed, whichever date is the later date will control.

- 3.4 **PENDING DISCIPLINE.** Applicants who are subject to pending disciplinary or criminal charges on the Transfer Date stemming from alleged misconduct while an employee of City, will not be eligible for employment by County until their investigation has been fully adjudicated. These City employees remain the responsibility of City. A disciplinary investigation is “fully adjudicated” for purposes of this Agreement once City has deemed the matter adjudicated at City level, and/or City has entered into an individual agreement with Applicant to resolve the matter.
- 3.5 **NOTIFICATION.** Within seven (7) days of City’s approval of this Agreement, County shall notify City in writing which Applicants it will offer employment. Concurrent with the foregoing notification of City by County, County will notify each Applicant individually that they will or will not be offered employment by County. Any information obtained by County during the background investigation review will not be released to any individual, department, agency, including City, or other entity of City, unless required by law.
- 3.6 **CITY EMPLOYEES NOT OFFERED EMPLOYMENT.** Applicants who are not offered employment may meet with the Sheriff’s designee regarding reasons for not being offered employment; however, these employees will remain the responsibility of City. County assumes no liability for Applicants not offered employment with County. Moreover, City will defend and indemnify County for any expense or liability including cost of defense arising out of County’s decision not to offer any Applicant employment by County under this Agreement.
- 3.7 **TRANSFER OF PERSONNEL RECORDS.** City shall provide County by the Transfer Date with the employee files of all Applicants to be transferred pursuant to this Agreement, including all claims for disability compensation. County shall thereafter be the Custodian of such files.
- 3.8 **TRANSFER OF BENEFITS.** Within 30 days prior, but no later than the Transfer Date, City shall make known to the County the value of hours to be transferred for each hired Applicant as vacation, sick leave and compensatory time that each Applicant has accrued while employed by City. No later than 10 days prior to the Transfer Date, County shall determine the full amount of all leave time transferred from City to County pursuant to this Agreement and shall notify City in writing of the amount to be reimbursed. City shall reimburse County for accrued leave transferred to County, but is limited to the hourly rate of pay the Applicant received while working for City. City shall reimburse County by payment method indicated as provided herein.
- 3.8.1 **Benefits.** County shall not be responsible for any Applicant’s accrued City benefits; including but not limited to: vacation, sick leave, compensatory time, retirement, savings plan, or education benefits, with the following exceptions:
- 3.8.1.1 ***Vacation.*** Effective on the Transfer Date, County will credit each hired Applicant with up to 160 hours of vacation time. City will reimburse County for all transferred vacation time at the lower of the Applicant’s City rate and County rate. The number of hours credit shall be the total dollar amount reimbursed by City divided by the County hourly rate.
- 3.8.1.2 ***Sick Leave.*** Effective on the Transfer Date, County will credit each hired sworn Applicant with up to 50 % (fifty percent) of their unused sick leave

benefits. County will credit each hired civilian Applicant with 100% (one hundred percent) of their unused sick leave benefits. City will reimburse County for all transferred sick leave time at the lower of the Applicant's City rate and County rate. The number of hours credit shall be the total dollar amount reimbursed by City divided by the County hourly rate. Such benefits may be granted only at the time that such Applicant initially enters County service.

3.8.1.3 *Compensatory Time*. Effective on the Transfer Date, County will credit each Applicant with up to 80 hours of compensatory time. City will reimburse County for all transferred compensatory time at the lower of the Applicant's City rate and County rate. The number of hours credit shall be the total dollar amount reimbursed by City divided by the County hourly rate.

3.8.1.4 Retirement: Applicants who become County employees will become members of the San Mateo County Employees' Retirement Association ("SamCERA"). Applicants who wish to establish reciprocity between SamCERA and PERS should remain in PERS and contact SamCERA for guidance on the requirements for establishing reciprocity.

3.9 OFF-DUTY EMPLOYMENT. Prior approval must be obtained by Sheriff or Sheriff's designee for any off-duty employment.

3.10 MEDICAL AND DENTAL. Applicants are eligible for medical and dental benefits with County the first day of the next month (July 1, 2011) following their start date. City will be responsible for medical and dental benefits prior to commencement of benefits provided by County.

3.11 TRAINING.

3.11.1 *Sworn*. County, through the Sheriff's Office, will provide orientation, policy and procedure, tactical, and any other necessary training to sworn personnel.

3.11.2 *Civilian*. County, through the Sheriff's Office, will provide orientation, policy and procedure, and any other necessary training to civilian personnel.

3.11.3 Overtime backfill costs for orientation training shall be borne by City by mutual agreement.

3.12 WORK SCHEDULES. County will provide Applicants with initial assignments and work schedules no sooner than June 1, 2011. The County will work with Applicants on a case by case basis to mitigate scheduling impacts through October 31, 2011, subject to the needs of the office.

3.13 SPECIAL ASSIGNMENTS.

3.13.1 Effective on the Transfer Date, all sworn personnel are eligible to apply for announced vacancies in specialized units in the Sheriff's Office as long as they meet the minimum requirements.

3.14 CLASSIFICATION AND COMPENSATION. Effective on the Transfer Date, all Applicants who successfully qualify for employment with County shall transfer from their current rank with City to County as follows:

CITY CLASSIFICATION	COUNTY CLASSIFICATION
Sergeant	Deputy Sheriff
Officer	Deputy Sheriff
Records Supervisor	Sheriff's Criminal Records Supervisor
Police Clerk II	Sheriff's Criminal Records Technician II
Community Services Officer	Community Services Officer

3.14.1 COMPENSATION - SWORN. Applicants will be placed in the same salary step at the County as the Applicants are currently placed on the City's salary schedule for their current job classification.

3.14.1.1 Police sergeants demoted in this Transfer Agreement to the County classification of Deputy Sheriff will continue to receive their City rate, until the County rate equals or exceeds the City rate (Y-rate) or after one (1) year has elapsed from the Transfer Date, whichever is sooner. City agrees to incur this cost.

3.14.2 COMPENSATION - CIVILIAN. The City agrees that the Applicants will continue to be paid at their City rate, until the County rate equals or exceeds the City rate (Y-rate), or after one (1) year has elapsed from the Transfer Date, whichever is sooner. The City agrees to incur this cost.

3.14.3 UNIFORMS AND EQUIPMENT. Initially, the County will provide uniforms. In subsequent years, Applicants will receive a uniform allowance pursuant to their respective MOUs. Applicants assigned to Half Moon Bay may use existing City equipment to the extent that equipment is consistent with County policy.

3.15 PROBATION.

3.15.1 Sworn Applicants, who are serving a probationary period with City as of the Transfer Date, must complete the balance of an 18 month probationary period with County. The probationary period can be extended for cause or for an injury that causes the employee to be absent.

3.15.2 Civilian Applicants, who are serving a probationary period with City as of the Transfer Date, must complete the balance of a 12 month probationary period with County, which period can be extended for cause or for an injury that causes the employee to be absent.

3.16 SENIORITY. Applicants who are hired with County will have a County hire date which will be the Transfer Date. County will use an Applicant's City hire date for determining promotional eligibility, longevity benefit, and statutory leave rights (e.g. FMLA and CFRA), and for determining seniority among successful Applicants. Applicants will accrue vacation on the County vacation accrual schedule(s) based on their final Half Moon Bay vacation accrual rate. For any other purposes, County hire date will be utilized.

- 3.16.1 Effective on the Transfer Date, all Civilian Applicants will be given credit for their experience as a City employee when applying for a County position or applying to take a test. Civilian Applicants will be credited with experience in the same classification as their new position with County.
- 3.17 VACATION REQUESTS. Vacation requests approved during employment with City will be reviewed by Sheriff's designee on a case-by-case basis.
- 3.18 RETIREE CCW PERMITS. Effective on the Transfer Date, County, through the Sheriff, will assume the responsibility of issuing Carry Concealed Weapons (CCW) Permits to City sworn personnel honorably retired prior to the Transfer Date.

4. EQUIPMENT.

- 4.1 FURNITURE. City shall provide all necessary one-time, start-up office equipment, furniture and furnishings as of the Transfer Date as set forth herein. Replacement thereof shall be by mutual agreement of County and City.
- 4.2 VEHICLES. Effective on the Transfer Date, City shall transfer to County all City owned vehicles found to be acceptable by the Sheriff's Office and not retained for use by City, set forth in **Attachment A - Vehicles**.
 - 4.2.1 County agrees to credit City the fair market value of City owned vehicles that County deems acceptable.
 - 4.2.2 City agrees to reimburse County for all mutually agreed costs and expenses arising from the initial purchase of new vehicles.
 - 4.2.3 As soon as possible after the Transfer Date, but no later than 15 days thereafter, City shall provide all maintenance records and ownership papers to County, including, without limitation, titles of City owned vehicles. City shall also complete and submit all required Department of Motor Vehicles documents to legally convey title.
- 4.3 FIREARMS, AMMUNITION AND SAFETY EQUIPMENT. Effective on the Transfer Date, City shall transfer to County all City owned firearms, ammunition and safety equipment, which County deems acceptable, as set forth in **Attachment B – Firearms, Ammunition and Safety Equipment**. County shall purchase new firearms, ammunition and safety equipment, as set forth in Attachment B, and City agrees to reimburse County for all costs and expenses arising from the purchase of new firearms, ammunition and safety equipment. County agrees to credit City the fair market value of City owned firearms, ammunition and safety equipment found to be acceptable by County.
 - 4.3.1 As soon as possible after the Transfer Date, but no later than 15 days thereafter, City shall provide all maintenance records and ownership papers for City owned firearms, ammunition and safety equipment to County. County shall update the transfer of the firearms with the California Law Enforcement Telephonic System, Automated Fire System as soon as possible after the Transfer Date, but no later than 15 days thereafter.

- 4.4 COMPUTER, ELECTRONIC EQUIPMENT AND RADIOS. Effective on the Transfer Date, City shall transfer to County all City owned computer, electronic equipment and radios and telephone equipment, which County deems acceptable, as set forth in **Attachment C - Computer and Electronic Equipment** and **Attachment D - Radios**. County shall credit to the City the fair market value of the City-owned equipment that County deems acceptable. Upon transfer and thereafter, the equipment shall be owned and maintained by the County. City agrees to reimburse County for all mutually agreed, one-time startup costs and expenses arising from the purchase of reasonable and necessary new equipment.
- 4.5 MISCELLANEOUS EQUIPMENT. City agrees to reimburse County for all reasonable and necessary costs and expenses arising from the purchase of miscellaneous equipment, pursuant to mutual agreement between County and City.
- 4.6 PAYMENT FOR BENEFIT TIME, VEHICLES AND EQUIPMENT. Within 60 days of the Transfer Date County and City will mutually agree on payment, credit terms and methodology.

5. EVIDENCE, PROPERTY AND FUNDS.

- 5.1 No later than seven (7) days prior to the Transfer Date, the City shall provide the Sheriff or Sheriff's designee a listing of all evidence, personal property, found property, prisoner property, and any funds held in trust including bailment funds, which are in possession of/or under City Police Department. On the Transfer Date, City shall provide a final accounting of the foregoing evidence, property and assets held in trust and shall relinquish control and possession of same to the Sheriff or Sheriff's designee.
- 5.1.1 City shall contract with a third party, at City's expense, to conduct a detailed, 100% inventory of firearms, money, narcotics and all items stored in City's Property and Evidence Unit.

6. CASE FILES.

- 6.1 No later than seven (7) days prior to the Transfer Date, the City shall provide the Sheriff or Sheriff's designee, a listing of active cases and the status of all ongoing investigations. On the Transfer Date the City shall relinquish control of all active and closed case files for the preceding three (3) year period to the Sheriff or Sheriff's designee.

7. INDEMNITY.

- 7.1 City shall defend, hold harmless and indemnify County, 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 City, 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. In addition, City shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property relating to the subject matter of this Agreement and caused by or alleged to be caused by City, its officers, agents and/or employees which occurred prior to the effective date of this Agreement.

- 7.2 County shall defend, hold harmless and indemnify City, 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.
- 7.3 In the event of the concurrent negligence of City, its officers, agents and/or employees, and County, its 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 negligence as presently established or may be hereafter modified.

8. TERMINATION OF AGREEMENT.

- 8.1 This Agreement shall terminate upon the termination or expiration of the Law Enforcement Services Agreement. Notwithstanding the foregoing, however, the parties agree that the following provision shall survive the termination of the Agreements: Section 7 Indemnity.

9. DISPUTE RESOLUTION.

- 9.1 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.

10. ENTIRE AGREEMENT.

- 10.1 This Agreement together with the Law Enforcement Services Agreement and their respective exhibits and attachments constitutes the complete and entire Agreement between the City and County with respect to the issues set forth herein and supersedes any prior representations, understandings, communications, commitments, agreement or proposals, oral and written.

11. CONTROLLING LAW AND VENUE.

- 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. Any dispute arising out of this Agreement shall be venued in the San Mateo County Superior Court.

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

COUNTY OF SAN MATEO

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

CLERK OF SAID BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

CITY OF HALF MOON BAY

BY: _____
SIGNATURE

PRINTED NAME

DATE: _____

APPROVED AS TO FORM:

CITY ATTORNEY

ATTACHMENT A

Vehicles

Year	Make	Model	HMBPD #	Mileage	Condition	Comments	Value	Status	Contract Purchase
2005	Ford	Crown Vic	1	69955	Good	Chief's Car	\$6500	Acceptable	Yes
2007	Ford	Crown Vic	4	21668	Good	Patrol	\$9,750	Acceptable	Yes
2008	Ford	Crown Vic	10	19581	Good	Patrol	\$11,815	Acceptable	Yes
1997	Ford	Taurus	12	71237	Poor	Detective (unmarked)	\$2,230	Acceptable	Yes
2007	Ford	Ranger	11	39311	Fair	CSO Truck	\$9,320	Acceptable	Yes
CITY'S VALUE:							\$39,615		

County Cost • 3 Patrol Vehicles @ \$25,000 each	\$75,000
City Value <i>(table above - credit applied to contract)</i>	(\$39,615)
AMOUNT DUE TO COUNTY	\$35,385

ATTACHMENT B

*Firearms, Ammunition
and Safety Gear*

SWORN POSITION NEEDS	Type	Model
Holster	Safariland	6280
Duty Belt	Bianchi AccuMold Elite Duty Gear	7950
Belt Keepers	Bianchi AccuMold Elite Duty Gear	7906
Silent Key Holders	Bianchi AccuMold Elite Duty Gear	7915
Handcuff Case	Bianchi AccuMold Elite Duty Gear	7900
Handcuffs	Smith & Wesson	100
Handcuff Keys		100
O.C. Spray	First Defense, Mark IV	
O.C. Spray Holder	Bianchi AccuMold Elite Duty Gear	7907
ASP Expandable Baton		F26
Magazine Holder	Bianchi AccuMold Elite Duty Gear	7902
Duty Gear Bag	Pro-Tuff	PT 102
Rotating Scabbard		ASP 074-02433
Rain Jacket	Blauer	129-266991-53
Graphics		
Rain Hoods	Blauer	129-123
Rain Pants	Blauer	129-134
Ballistic Vest	U. S. Armor	
Duty Pistol	Smith & Wesson	456,640,063,913
TASER	Taser International	X-26
Air Cartridge	Taser International	21'

PATROL VEHICLE NEEDS	Type	Model
Shotgun	Remington	870
Rifle	Colt	AR-15
Rifle Magazine	Colt	30

COUNTY'S SWORN POSITION NEEDS	Qty. Needed	Cost (Each)	County's Total Cost
Holster	6	95.00	570.00
Duty Belt	6	City will Provide	
Belt Keepers	6	City will Provide	
Silent Key Holders	6	City will Provide	
Handcuff Case	6	City will Provide	
Handcuffs	6	City will Provide	
Handcuff Keys	6	City will Provide	
O.C. Spray	6	City will Provide	
O.C. Spray Holder	6	City will Provide	
ASP Expandable Baton	6	55.00	330.00
Magazine Holder	6	24.00	144.00
Duty Gear Bag	6	25.00	150.00
Rotating Scabbard	6	21.00	126.00
Rain Jacket	6	49.00	294.00
Graphics	6	53.00	318.00
Rain Hoods	6	60.00	360.00
Rain Pants	6	65.00	390.00
Ballistic Vest	6	549.00	3,294.00
Duty Pistol	6	660.00	3,960.00
TASER & Holster	6	400.00	2,400.00
Ammunition			

COUNTY PATROL VEHICLE NEEDS	Qty. Needed	Cost (Each)	County's Total Cost
Shotgun	3	100.00	300.00
Rifle – Heckler Koch			
Rifle - Springfield			

City's Qty.	Value (Each)	City's Total Value (Credit)	AMOUNT DUE TO COUNTY
			570.00
5	33.00	(165.00)	(165.00)
5	10.00	(50.00)	(50.00)
5	15.00	(75.00)	(75.00)
5	18.00	(90.00)	(90.00)
5	19.00	(95.00)	(95.00)
5	2.00	(10.00)	(10.00)
5	12.00	(60.00)	(60.00)
5	17.00	(85.00)	(85.00)
			330.00
			144.00
			150.00
			126.00
			294.00
			318.00
			360.00
			390.00
13	549.00	(7137.00)	(3,843.00)
			3,960.00
22	400.00	(8,800)	(6,400)
		(4,000)	(4,000)
City's Qty.	Value (Each)	City's Total Value (Credit)	
9	100.00	(900.00)	(600.00)
1	700.00	(700.00)	(700.00)
1	100.00	(100.00)	(100.00)
(AMOUNT DUE CITY) TOTAL:			(\$9,631.00)

ATTACHMENT C

Computer and Electronic Equipment

<i>Equipment Type</i>	<i>Equipment</i>	<i>Total Count</i>	<i>Value (each)</i>	<i>Substation Need</i>	<i>Substation Cost</i>	<i>Usable Remainder</i>	<i>Cost for Remainder (Credit to City)</i>	<i>Total City Cost</i>
Laptop Computers								
In-car Video								
LCD TVs								
Monitors								
Desktop Computers	Dell Optiplex 990 Computers & Monitors			6	\$8,946			\$8,946
VOIP Phones								
Printers	HP P2055dn B & W Laser			2	\$873.98			\$873.98
Access Point								
Copier/Scanner								
Server Equipment	RIMS Server	1	\$15,000			1	(\$15,000)	(\$15,000)
Network Equipment								
Electronic Signboards		2	\$1,000			2	(\$2,000)	(\$2,000)
TOTALS:					\$9,819.98		\$17,000	(\$7,180.02)

ATTACHMENT D

Radios

- RADIO SUMMARY -

<i>Radio Type</i>	<i># Needed</i>	<i>Cost Each</i>	<i>Total Cost</i>	<i>City Value</i>	AMOUNT DUE TO COUNTY
Portable	8	\$3,500	\$28,000		\$28,000
TOTAL: \$28,000				\$0	\$28,000