



CITY COUNCIL AGENDA REPORT

Meeting Date: October 20, 2022

From: Lisa Macias, Police Chief

Subject: Memorandum of Understanding Between the County of San Mateo and the City of Brisbane to Carry Out the Goals and Mission of the Gun Relinquishment Task Force

COMMUNITY GOAL RESULTS

Safe Community - Residents and visitors will experience a sense of safety

RECOMMENDATION

Approve the attached Memorandum of Understanding between the County of San Mateo and the City of Brisbane and authorize the City Manager to sign the MOU.

BACKGROUND

From time to time, persons in the City may be prohibited from possessing firearms. For example, a person may have been determined to be a danger to him/herself or to family members, or there may be a domestic violence situation where a firearm was used. In such cases, there are statutes that prohibit possession and/or ownership of a firearm if an individual has been charged and prosecuted for certain crimes. A person may voluntarily surrender their firearm(s) to the police department, where they will be stored, pending further court proceedings. Or there are other times, where a court order must be issued in order for law enforcement to enter into a person's home to seize their firearms. Currently, there is no county wide system in place to coordinate and share resources among the law enforcement agencies in the County to enforce unlawful firearm possession laws and orders.

Recently, the County and the District Attorney's Office have created a San Mateo County Gun Relinquishment Task Force ("GRTF") which would be a unit within the District Attorney's Office composed of law enforcement officers from the County and cities in the County. Cities in the County have been asked to enter into a Memorandum of Understanding in order to be a part of the GRTF. The proposed MOU is attached.

DISCUSSION

The MOU outlines the responsibilities of the County and of the member cities in order to carry out the purposes of the GRTF. For example, as part of its responsibilities the County will identify and confirm through various law enforcement systems, such as the Armed and Prohibited Persons System or the Firearm Dealer Acquisition System, persons prohibited from possessing firearms. The County will coordinate with the law enforcement agency having primary jurisdiction over the prohibited person's residence or location, obtain any legal proceedings necessary to conduct the seizure of the prohibited firearm, and coordinate with

the law enforcement agency to effectuate the seizure. The City's responsibilities include the overall planning and coordination of personnel related to the firearm seizure, and collecting and storing seized firearms.

For a small city such as Brisbane, this type of County wide assistance will be of great benefit should the need arise. There is no cost to the City for being a part of this effort. The MOU has a two year term but may be terminated for any reason with 30 days notice. As is typical in these types of County/City agreements, there are cross indemnification provisions.

Attachment: Memorandum of Understanding re: Gun Relinquishment Task Force

Lisa Macias

Lisa Macias, Police Chief

Clayton L. Holstine

Clay Holstine, City Manager

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF BRISBANE 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 the City of Brisbane (“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 November 1, 2022 to October 31, 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:

Name: Clay Holstine

Title:

Title: City Manager

Date:

Date: October 20, 2022