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SHERIFF CHRISTINA CORPUS

9 *Exempt from filing fees pursuant to Government Code § 6103*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN MATEO**

14 SHERIFF CHRISTINA CORPUS,

15 Petitioner,

16 v.

17 COUNTY OF SAN MATEO BOARD OF
18 SUPERVISORS; COUNTY EXECUTIVE
19 MIKE CALLAGY; ASSISTANT CLERK TO
THE BOARD SUKHMANI S. PUREWAL; and
DOES 1-10,

20 Respondents.

Case No.: 25-CIV-04319

**NOTICE OF LODGING AND LODGING
OF EXHIBITS IN SUPPORT OF
PETITIONER'S JUNE 27, 2025, EX PARTE
APPLICATION FOR ORDER TO SHOW
CAUSE AND TEMPORARY
RESTRAINING ORDER**

Volumes One through Four

Date: June 27, 2025

Time: 1:30 p.m. (ex parte calendar)

Dept: 11

Judge: Nina Shapirshteyn

23 TO THE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:
24 PLEASE TAKE NOTICE that Petitioner Sheriff Christina Corpus hereby lodges with the Court the
25 following exhibits in support of the Verified Petition for Writ of Mandate and Complaint for Declaratory
26 and Injunctive Relief and the concurrently filed Ex Parte Application for Temporary Restraining Order
27 and Order to Show Cause re: Preliminary Injunction:
28

FILED
SAN MATEO COUNTY

JUN 27 2025

Clerk of the Superior Court

By

DEPUTY CLERK

1 **Volume One**

2 (Ex Parte001-297)

3 1. Attached hereto as **Exhibit A** is a true and correct copy of the Board's minutes from
4 November 13, 2025.

5 2. Attached hereto as **Exhibit B** is a true and correct copy of audio/video of November 19
6 Board meeting.

7 3. Attached hereto as **Exhibit B1** is a true and correct transcript of November 19 Board
8 meeting.

9 4. Attached hereto as **Exhibit C** is a true and correct copy of audio/video of December 3
10 Board meeting.

11 5. Attached hereto as **Exhibit C1** is a true and correct transcript of December 3 Board
12 meeting.

13 6. Attached hereto as **Exhibit D** is a true and correct copy of Section 412.5 of the San
14 Mateo County Charter.

15 7. Attached hereto as **Exhibit E** is a true and correct copy of Sheriff Removal Procedures.

16 8. Attached hereto as **Exhibit F** is a true and correct copy of the Keker Van Nest & Peters
17 ("Keker") memorandum. (Only through Exhibit 6.)

18 **Volume Two**

19 (Ex Parte298-532)

20 9. Attached hereto as **Exhibit F** is a true and correct copy of the Keker Van Nest & Peters
21 ("Keker") memorandum. (Only Exhibits 7 through 50.)

22 **Volume Three**

23 (Ex Parte533-825)

24 10. Attached hereto as **Exhibit F** is a true and correct copy of the Keker Van Nest & Peters
25 ("Keker") memorandum. (Only Exhibits 51 through end.)

26 **Volume Four**

27 (Ex Parte 826-897)

28 11. Attached hereto as **Exhibit G** is a true and correct transcript of the June 11, 2025, pre-

1 removal conference.

2 12. Attached hereto as **Exhibit H** is a true and correct copy of June 24 Board resolution
3 removing Sheriff Corpus.

4 13. Attached hereto as **Exhibit I** is a true and correct copy of Sheriff Corpus' appeal of
5 removal order.

6
7
8 DATED: June 26, 2025

MURPHY, PEARSON, BRADLEY & FEENEY

9
10 By 

11 Christopher R. Ulrich
12 Attorneys for Petitioner
13 SHERIFF CHRISTINA CORPUS
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Exhibit A

Ex Parte001

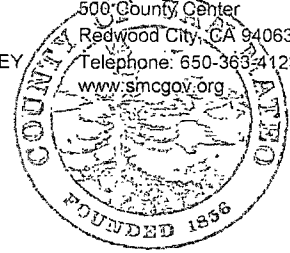
**COUNTY OF SAN MATEO
BOARD OF SUPERVISORS**

BOARD OF SUPERVISORS
DISTRICT 1: Dave Pine
DISTRICT 2: Noelia Corzo
DISTRICT 3: Ray Mueller
DISTRICT 4: Warren Slocum
DISTRICT 5: David J. Canepa

COUNTY EXECUTIVE/
CLERK OF THE BOARD
Michael P. Callagy

COUNTY ATTORNEY
John D. Nibbelin

COUNTY GOVERNMENT
CENTER
500 County Center
Redwood City, CA 94063
Telephone: 650-363-4123
www.smcgov.org



MINUTES - FINAL

500 County Center
Chambers, 1st Fl.

Wednesday, November 13, 2024

4:00 PM

SPECIAL MEETING OF THE BOARD
<https://smcgov.zoom.us/j/83828626102>

*****IN-PERSON WITH REMOTE PUBLIC PARTICIPATION AVAILABLE*****

The meeting was called to order at 4:00 p.m. by Vice President David J. Canepa.

PLEDGE OF ALLEGIANCE

ROLL CALL

Supervisor Warren Slocum participated remotely in this meeting pursuant to the provisions of the Brown Act that allows for remote participation by Board members. The location from which he participated was mentioned on the published agenda.

Staff present: Michael P. Callagy - County Executive, Iliana Rodriguez - Assistant County Executive, John D. Nibbelin - County Attorney, Sukhmani Purewal - Asst. Clerk of the Board, Sherry Golestan via Zoom - Deputy Clerk of the Board.

Present: 5 - Supervisor Dave Pine, Supervisor Noelia Corzo, Supervisor Ray Mueller, Supervisor Warren Slocum, and Supervisor David J. Canepa

PUBLIC COMMENT

Speakers for Item No. 1: Jim Lawrence, Nancy Goodban, Bill Newell, Jason Wentz, Ben Therriault, Huy Nguyen, Eliot Storch, Deacon Lauren McCormbs, Veronica Escamez, Maria Contreras, Elsa Schafer, Becca Kieler, Ron Snow, April Vargas, Carina Merrick, Nora Melendrez, Pat Willard, Aisha Baro, Sue Henkin-Haas, and Sheriff Christina Corpus.

Speakers for Item No. 2: Ben Therriault, Huy Nguyen, Jason Wentz, Alexis Lewis, Drew Lobo, and Carina Merrick.

ACTION TO SET AGENDA

Motion to set the agenda: Corzo / Second: Pine

Yes: 5 - Pine, Corzo, Mueller, Slocum, and Canepa

Ex Parte002

No: 0

REGULAR AGENDA

BOARD OF SUPERVISORS

1. Adopt a resolution:

- A) Stating the Board of Supervisors' position of no confidence in Sheriff Christina Corpus; and
- B) Calling on Sheriff Corpus to resign; and
- C) Directing staff to transmit the report of independent investigation prepared by Judge LaDoris Cordell to the San Mateo County District Attorney, the California Attorney General, and other local government agencies; and
- D) Directing staff to transmit the report of independent investigation to the San Mateo County Civil Grand Jury; and
- E) Affirming authorization of release of the report of independent investigation; and
- F) Directing staff to prepare an ordinance to place before the San Mateo County voters an amendment to the San Mateo County Charter to allow removal of the Sheriff by the Board of Supervisors upon a finding of good cause.

Sponsors: Supervisor Noelia Corzo and Supervisor Ray Mueller

Speakers: All Supervisors spoke and John Nibbelin, County Attorney

Motion to approve the resolution: Mueller / Second: Corzo

Yes: 5 - Pine, Corzo, Mueller, Slocum, and Canepa

No: 0

Enactment No: Resolution-080747

2. Adopt a resolution abolishing the classification of B421, Sheriff's Executive Director of Administration - Unclassified, and authorizing an amendment to the Master Salary Resolution 080517 to remove the salary set forth for this classification.

Sponsors: Supervisor Noelia Corzo and Supervisor Ray Mueller

Speakers: All Supervisors spoke

Motion: Corzo / Second: Mueller

Yes: 5 - Pine, Corzo, Mueller, Slocum, and Canepa

Ex Parte003

No: 0

Enactment No: Resolution-080748

ADJOURNMENT

The meeting adjourned at 5:34 p.m.

Ex Parte004

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Exhibit B

Ex Parte005

1 Accessible in Sharefile and
2 here: [https://sanmateocounty.
3 granicus.com/player/clip/153
4 3?view_id=1&redirect=true.](https://sanmateocounty.granicus.com/player/clip/1533?view_id=1&redirect=true)
5
6 The relevant portion of the
7 video starts at 1:20:42.
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Ex Parte006

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Exhibit B1

Ex Parte007

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San Mateo County Board of Supervisors
November 19, 2024

1 VICE PRESIDENT DAVID CANEPA: Just so
2 we're clear through county -- the County
3 Attorney's Office, I want this item continued at
4 the next board meeting. Yeah.

5 JOHN NIBBELIN: Understood.

6 VICE PRESIDENT DAVID CANEPA: Thank you
7 very much. The next item on the agenda is Item 4
8 set for 9:15 a.m. or thereafter introductions of
9 an ordinance calling for a special election to be
10 held on March 4, 2025 for the purpose of voting
11 on an amendment to the San Mateo County Charter
12 granting the board of supervisors authority to
13 remove an elected sheriff for cause by a four-
14 fifths votes and another associate matters and
15 waiving the reading of the ordinance in its
16 entirety.

17 This item is sponsored by Supervisor
18 Corzo and Supervisor Mueller. Supervisor Corzo
19 and Mueller, I will ask you for any introductory
20 remarks that you may want to offer.

21 SUPERVISOR RAY MUELLER: I can go
22 first. Okay. So today's proposed charter
23 amendment gives a voice to voters in response to
24 the crisis to public safety created by
25 disfunction in the San Mateo County Sheriff's

1 Office as set forth in Judge Cordell's 400-page
2 report. The proposed charter amendment asked
3 voters to give the board of supervisors authority
4 to remove the sheriff from office if conditions
5 set forth in the charter amendment are met. And
6 as my colleagues saw, those conditions are a
7 violation of any law related to the performance
8 of the sheriff's duties, flagrant or repeated
9 neglect of the sheriff's duties as defined by
10 law, misappropriation of public funds or property
11 as defined in California law, or willful
12 falsification of a relevant official statement or
13 document.

14 And then finally, obstruction as
15 defined in federal, state, or local law
16 applicable to a sheriff of any investigation into
17 the conduct of sheriff and/or the San Mateo
18 County Sheriff's Department by any government
19 agency, including the County of San Mateo Office
20 or commission with jurisdiction to conduct such
21 investigation.

22 The proposed charter amendment -- if
23 those conditions -- excuse me. Additionally, the
24 grant of power in the charter amendment is
25 specific to this immediate crisis as set forth --

1 as it sets forth a sunset provision expiring at
2 the time of the next general election in 2028. I
3 wanted to go ahead and share with my colleagues
4 why the sunset clause was included.

5 Given the short schedule for debate of
6 this charter amendment, and it's an incredibly
7 appreciated schedule, we thought it was necessary
8 to include the charter amendment given -- to
9 include the sunset provision as it seems most
10 reasonable to fashion the amendment in the way
11 best characterized as a temporary grant of power
12 to protect the public safety rather than a more
13 permanent change to the charter that some would
14 allege was using this instance as a power grab.

15 So what we really want to say to the
16 voters is we're giving you a voice in this
17 specific circumstance in these highly unusual
18 conditions to give the board the ability to act,
19 but it is specific to this circumstance. I think
20 we're best served to keep our eyes fixed on this
21 crisis in front of us in this -- and urgency
22 rather than be pulled by distraction and to
23 debate a general policy. And I think the sunset
24 provision provides that.

25 So with that, I'm going to go ahead and

1 -- oh, there was one last note. In public
2 comment, there was some discussion about this
3 process being a race -- somehow race-based. And
4 I want to point out that Judge Cordell is a woman
5 of color who conducted this investigation. Mr.
6 Tapia, who is here today, is a man of color.

7 Supervisor Corzo, I highly respect you
8 as a woman of color. So I actually -- I know in
9 my heart that's not the case, and I know if Judge
10 Cordell was here to defend her report she also
11 would make that case strongly. Supervisor Corzo?

12 SUPERVISOR NOELIA CORZO: Thank you.
13 I'll start by saying that we are bringing this to
14 the board because it is absolutely necessary. We
15 are going to face some difficult times very, very
16 soon as Californians, as Americans. It does not
17 benefit our community to have the type of chaos
18 that we see happening right now at the sheriff's
19 office.

20 It's not something anyone here wants to
21 deal with, but it is our duty to lead and to deal
22 with this. We were also elected to be a voice
23 for our community members, and we are responsible
24 for the safety net of this county, the safety net
25 services and for protecting our most vulnerable.

1 And right now what's happening at our sheriff's
2 office is impacting and negatively impacting
3 public safety. While it may be true that certain
4 people or communities have seen improved
5 conditions, that is not the case for everyone,
6 and most definitely not the case for both
7 administrative and sworn staff in the sheriff's
8 office who are working under duress, working
9 under conditions that no one should be exposed
10 to.

11 We continue to hear of people leaving
12 the sheriff's office because of the dysfunction
13 there. It's not something that we would bring to
14 the board if it -- if we didn't have to, if we
15 didn't feel like our community absolutely needed
16 this. This ordinance, again, is an urgent
17 response to what is happening right now in our
18 sheriff's office.

19 It's our duty to protect all county
20 staff, all county residents. And right now,
21 there is concern about that. We have worked
22 tirelessly with county leadership, county
23 counsel. We've looked to other jurisdictions for
24 models of how we can lead our community through
25 this. And this is something that intend to take

1 to the voters so that they can make their voices
2 heard.

3 We are in extremely unique
4 circumstances, and I'll detail some of those in
5 just a bit. But I want to speak to this
6 ordinance and what it does. It only allows for
7 the removal of a sheriff in certain instances
8 where serious wrongdoing has been found that
9 jeopardizes public safety and trust, and these
10 are violation of the law related to the
11 performance of a sheriff's duties, flagrant or
12 repeated neglect of a sheriff's duties,
13 misappropriation of public funds or property,
14 willful falsification of an official statement or
15 document, obstruction of any investigation into
16 the conduct of a sheriff.

17 We have gotten some concerns about
18 diluting the voice of the voters, and I want
19 people to know that we hear that concern. But
20 when we place something on the ballot, it will be
21 the voters that decide whether it is passed or
22 not. And I want people to understand, you know,
23 what a recall effort actually takes for those who
24 have been involved in recalls.

25 It is not a simple lift. It is not

1 something that is done overnight. In this case
2 specifically, a recall effort by the community by
3 our voters would take nearly 45,000 signatures
4 just to place on the ballot. It is -- for us as
5 a board, for me as a county supervisor, to think
6 that we would wait until our community finds the
7 time and the energy to collect 45,000 signatures
8 when we know that the need to remove this sheriff
9 right now is absolutely urgent, it's just not a
10 viable option.

11 If that is what has to happen, then I
12 would support that. But right now I see it
13 clearly as it being our duty as a board of
14 supervisors to offer solutions to our community.
15 And this is one that meets the urgency of the
16 facts that we are presented with right now.

17 And honestly, March is not soon enough
18 for what's happening right now. But let me be
19 very clear. Public safety is at stake right now.
20 And this is absolutely necessary. And the
21 ordinance has been drafted with limited powers
22 with a sunset clause in it, which gives checks
23 and balances.

24 And what makes this situation unique is
25 that right now we have a sheriff that has a six-

1 year term, which is not -- it's not four years.
2 An additional two years is -- it's a longer term
3 than most sheriffs. And I will tell you this
4 also. I've been a county -- I've been an elected
5 official now for seven years. I take this job
6 extremely seriously as I did when I served on the
7 school board.

8 With the trust of the voters come great
9 responsibility, and it's not something that any
10 ethical elected official uses to personally
11 benefit themselves. And right now we have a
12 sheriff that does not hesitate to lie to the
13 media, to lie to our community, to divide the
14 Latino community as we saw from a public comment
15 earlier today based on lies.

16 So this charter amendment is something
17 that I think the voters have a right to vote on,
18 should have a right to vote on. Let them be
19 presented with all of the facts themselves. Let
20 them read the report. Let them decide what is
21 best for our community. Our sheriff was elected
22 by the people, and the people will make the
23 ultimate decision here. Thank you.

24 VICE PRESIDENT DAVID CANEPA: Thank
25 you. Are there any comments or questions for

1 Supervisor Slocum or Supervisor Pine or other
2 board members? Okay. Seeing none, we can move
3 to public comments, okay, both in chambers as
4 well as remotely.

5 SUKHAMANI PUERWAL: Sure. Thank you,
6 Mr. Vice President. I do have two speakers from
7 chambers and then we'll take comments from Zoom.
8 And then I do have one additional return comment.
9 We'll start with Deacon Lauren McCombs followed
10 by Bryan Fowell.

11 DEACON LAUREN MCCOMBS: Good morning to
12 the board of supervisors and all others present.
13 My name is Deacon Lauren Patton McCombs, and I'm
14 a member of Fixing San Mateo. I want to start by
15 saying my thoughts and prayers are with all
16 parties involved in this unfortunate folding of
17 events within the sheriff's office.

18 The findings of the report released
19 about Sheriff Corpus and her staff was extremely
20 alarming to our greater community. Many state
21 officials have asked for her resignation in order
22 to further damage to the organization as well as
23 to protect public safety. There are 12 serious
24 allegations of misconduct that undermine the
25 moral integrity of the sheriff's office and the

1 deputies who are dedicated to serving our county.
2 Where is the trust and transparency
3 that the sheriff ran her campaign on in 2022?
4 Please follow Warren Slocums, who has stressed
5 that the time is now to make the imperative
6 decision to have a completely independent
7 oversight commission as well as a permanent
8 inspector general. And I would like to thank the
9 board of supervisors for their time in serving
10 our county.

11 SUKHAMANI PUERWAL: Thank you. Bryan
12 Howell?

13 BRYAN HOWELL: Good morning,
14 supervisors. My name is Bryan Howell. Sure. As
15 a proud Redwood City native and a teacher in our
16 community for the last 20 years, I've had the
17 privilege of knowing remarkable individuals
18 dedicated to serving others. I first met Sheriff
19 Corpus 20 years ago as a second-grade teacher at
20 Fair Oaks Elementary School. I was a new second
21 grade teacher and she was the new sheriff's
22 resource officer at the school.

23 From the beginning, Sheriff Corpus
24 exemplified resilience, bravery, and integrity.
25 Her unwavering dedication to reform and make

1 positive changes even in the face of relentless
2 opposition and personal attacks has been nothing
3 short of inspiring. She refuses to be
4 intimidated and continues to prioritize the needs
5 of both the department and the citizens of San
6 Mateo County. The decision to remove Sheriff
7 Corpus should rest solely with the voters, not
8 with a handful of individuals relying on possible
9 and (indiscernible) fabricated stories.

10 Attempts to fire Sheriff Corpus
11 undermine the democratic process and insult the
12 will of the people who place their trust in her
13 leadership. The citizens of San Mateo County
14 deserve the right to decide if these accusations
15 hold merit. Please don't take away my vote or
16 the people's voice. Let democracy prevail. And
17 it sounds like kind of that's where we're already
18 on the route to do that. So thank you for your
19 time.

20 SUKHAMANI PUERWAL: Thank you. No
21 additional speakers from chambers, so madam
22 clerk, please proceed.

23 SHERRY GOLESTAN: This time we have
24 nine hands raised and counting. We're at Item
25 Number 4. Please do continue to raise your hands

1 because the vice president could make a final
2 call for raised hands at any time. We are at Dan
3 Stegink followed by the Millbrae Anti-Racist
4 Coalition. Dan Stegink, please unmute and begin.

5 DAN STEGINK: Thank you. Can you hear
6 me, council members? Supervisor?

7 SHERRY GOLESTAN: Yes. Thank you.

8 DAN STEGINK: Excellent. I think it
9 was Barak Obama who said elections have
10 consequences. I've calculated this as probably
11 going to cost the county \$4.8 million. I'd
12 remind county council and elections that it's not
13 legal to pull on the recall or charter ballot
14 question. I have an unusual viewpoint having run
15 against a previous sheriff and for the
16 supervisor's seat.

17 I think you've got a labor problem and
18 a campaign-promise problem. And I'd like to see
19 the charges against Carlos Tapia dropped. I'd
20 like to see the county sit down in mediation with
21 both the fixing San Mateo people and the DSA and
22 get this solved in a way that doesn't involve our
23 entire county being laughed at nationally.
24 Usually we see self-dealing in investigation
25 situations. There's no evidence of it here.

1 Thank you.

2 SHERRY GOLESTAN: Thank you. Ten
3 hands. The Millbrae Anti-Racist Coalition
4 followed by Sameena Usman. Coalition, please
5 unmute and begin.

6 MICHAEL KELLEY: Good morning,
7 supervisors. My name is Michael Kelley. I'm
8 sorry that it showed up as the Anti-Racist
9 Coalition. I'm speaking on behalf of myself. It
10 is deeply disturbing that some of you supervisors
11 are participating in this highly inappropriate
12 effort for the removal of our honorable Sheriff
13 Christina Corpus.

14 It is apparent to everyone that's
15 paying attention that the results of this
16 massively biased special investigation are part
17 of a political hatchet job orchestrated by the
18 cronies of disgraced ex-Sheriff Bolanos and his
19 cohorts that remain on the county payroll.

20 Ex-Judge Cordell would not allow
21 testimony from many sworn officers that wanted to
22 share their vastly positive experiences. She
23 only heard from the ones with an agenda to take
24 Sheriff Corpus down. Our sheriff has attained
25 the historically highest and fastest growth rate

1 ever of filling the longstanding vacancies of the
2 deputies increasing public safety. They want to
3 work for her for good reason. Supervisor Corzo,
4 Supervisor Mueller, along with Fix and SMC, you
5 have been dishonest brokers of information and
6 many of ycur comments are reprehensible.

7 The report is corrupt. Please don't
8 waste anymore county time and resources on a
9 meritless change to our next voting event. Thank
10 you.

11 SHERRY GOLESTAN: Thank you. For the
12 record, this is Michael Kelley and not the
13 Millbrae Anti-Racist Coalition. Next we have --

14 VICE PRESIDENT DAVID CANEPA: To the
15 clerk, to the clerk --

16 SHERRY GOLESTAN: Yes.

17 VICE PRESIDENT DAVID CANEPA: -- last
18 call for speakers.

19 SHERRY GOLESTAN: Thank you, Mr. Vice
20 President. Members of the public, at this time a
21 final call is being made for public comment on
22 Item 4. On Zoom, please click "raise hand" and I
23 will announce the final name we'll take for this
24 item. Final call has been made. So after I
25 announce this name, no further hands will be

1 taken for this item. Okay. The last called
2 speaker we had was Steven Booker and Elizabeth
3 Quiroz was already called. So those are the
4 final two. So we have 10 speakers.

5 Those are Sameen Usman, Julie Lind, Ron
6 Snow, Chris Cavigioli, Pat Willard, Alberto,
7 James Brown, Albert Yam, and I think we just lost
8 one hand as I was announcing those names. So I
9 will go take a look at what I had. I have it
10 here. It was a phone caller ending in 357. So I
11 will check on that while we take these names.
12 Sameena Usman, please unmute and begin.

13 SAMEENA USMAN: Hello. My name is
14 Sameena Usman. I'm here on behalf of Secure
15 Justice. Today I call -- I urge you to call for
16 a special election to vote on a proposed
17 amendment to grant authority to remove an elected
18 sheriff for cause and to do so without a sunset
19 clause. Otherwise we might have to do this again
20 at taxpayer expense.

21 Accountability is at a course -- is a
22 cornerstone of public trust in our democratic
23 institutions, particularly in law enforcement.
24 While elected officials must remain independent,
25 there must also be safeguards to ensure that they

1 at in the best interest of the community. This
2 amendment provides a fair and transparent
3 mechanism to address serious misconduct or
4 dereliction of duty aligning with principles of
5 good governance.

6 In losing their job is the only real
7 fear an elected sheriff has, then having such
8 authority in your charter will lead to less
9 misconduct by future sheriffs because of the very
10 real possibility that a future board member will
11 remove them. Calling a special election allows
12 for voters of San Mateo County to make their
13 voices heard on these critical issues. I urge
14 you to please vote in favor of this.

15 SHERRY GOLESTAN: Thank you. Julie
16 Lind followed by Ron Snow. Julie, please unmute
17 and begin.

18 JULIE LIND: Thanks, Sherry. Good
19 morning, honorable supervisors, County Manager
20 Callagy, and staff. My name is Julie Lind with
21 the San Mateo Labor Council representing 100
22 affiliate unions and over 85,000 members and
23 their families countywide, including the San
24 Mateo County Deputy Sheriffs Association.

25 On behalf of our membership, I'd like

1 to thank you all for how you've handled and are
2 continuing to handle this current situation. I
3 know it's not easy on you just like it's not easy
4 on the folks that I have the honor to represent.
5 Though the pieces on this chess board seem to be
6 continuously changing, you all have remained
7 committed to transparency, accountability, and to
8 protecting our county and all who live and work
9 within its lines.

10 This ballot measure is another example
11 of that. Our top county safety officer has
12 failed to keep her employees safe, refused to
13 accept responsibility for her actions, and has
14 put our entire community at risk, and needs to
15 end. And our county and its workforce need to be
16 able to rebuild. It seems this is our only path
17 forward.

18 While I was very excited to take a nice
19 break from campaigning, it looks like there is
20 still miles to go before we sleep. So, we will
21 see everybody back in the field. Thank you.

22 SHERRY GOLESTAN: Thank you, Julie.
23 Ron Snow followed by Chris Cavigioli. Chris?
24 I'm sorry, Ron, please unmute and begin.

25 RON SNOW: Supervisors, I would hope to

1 -- you see by the statements of both Supervisors
2 Mueller and Corzo that you should not -- that you
3 should deny this agenda item. It has a sunset
4 clause because it's for a specific thing, not a
5 global thing that should be incorporated into the
6 charter.

7 The fact that it will expire is proof
8 of that. The agenda item is about making as a
9 charter change. Yet comments about the
10 problematic investigation where the sheriff in
11 particular are being suppressed, this is an
12 agenda item about putting something on the
13 ballot. Yet public comment about the sheriff was
14 suppressed.

15 If people want the sheriff removed,
16 then we have a real procedure in place to do
17 that. Supervisors should not spend millions,
18 especially when those same dollars could be used
19 on other important programs as it was
20 (indiscernible) today. Supervisors should allow
21 voters to recall. They should not circumvent
22 that process.

23 SHERRY GOLESTAN: Thank you. Chris
24 Cavigioli followed by Pat Willard. Chris, please
25 unmute and begin.

1 CHRIS CAVIGIOLI: Yes, thanks. I have
2 three points. One of them is the investigation
3 was already done. I actually read it. So that's
4 already been done. It's proven there is evidence
5 of her criminality. So -- and it's very serious.
6 So that's number one.

7 Number two is that if you have someone
8 in office that's doing something really bad,
9 let's say just fictionally let me just she goes
10 to the elementary school with a handgun and
11 starts shooting little children, you'd probably
12 not wait for voters to come and, you know, put
13 something on a ballot. You'd have to act right
14 away.

15 If she's doing criminal stuff, we
16 should act right away and get rid of her
17 immediately. And then the third thing, and this
18 is important too, let's not bring in racism.
19 Let's not bring in the fact of her background or
20 her skin color and stuff like that. That's
21 called racism.

22 We have something in our laws called
23 non-discrimination. We do not discriminate about
24 skin color and ethnic background. So just don't
25 even bring that up. That's not relevant. Okay.

1 Thanks.

2 SHERRY GOLESTAN: Thank you. We'll now
3 go to Pat Willard. Pat, please unmute and begin.

4 PAT WILLARD: I've read about 200 pages
5 of Judge Cordell's report, and that illustrates
6 what I call the real world has come to San Mateo
7 County.

8 In addition, I would urge the board of
9 supervisors to recast the civilian oversight of
10 the sheriff's office as exists in Los Angeles
11 County where it does not allow for the sheriff to
12 appoint members of the commission or the
13 sheriff's select four advisors overseeing the
14 oversight committee as currently exist.

15 Also, an ordinance for a permanent
16 inspector general exactly that as stated in the
17 Los Angeles County document that I sent to all of
18 the members of this board, which this inspector
19 general attends the oversight commission and
20 responds to its votes or inspections when
21 necessary. Thank you.

22 SHERRY GOLESTAN: Thank you. Alberto,
23 your hand was raised and lowered. So Alberto, if
24 you did intend to speak, please raise your hand
25 again. James Brown, please unmute and begin.

1 JAMES BROWN: Good morning. Thank you.
2 This action is unnecessary. It is a drastic
3 change to the California -- to the county
4 charter. It's unnecessary and it's opposed by
5 the California State Sheriff's Association. I'm
6 sure you received their letter.

7 This is personal against Sheriff
8 Corpus. If it wasn't, then the county would've
9 called for resignations when Sheriff Horsley had
10 250 pounds of explosives stolen, or when Sheriffs
11 Munks and Bolanos were caught in a brothel with
12 underaged prostitutes and narcotics, or when
13 Bolanos armed deputies to extradite a citizen of
14 another state on the behest of one of his donors.

15 Or when contraband was smuggled to a
16 prisoner under Bolanos' watch and the contractor
17 was allowed to continue -- his company was
18 allowed to continue working for the county. Or
19 when Bolanos' campaign manager stole funds from a
20 children's program or Callagy wasted millions of
21 dollars in PPE that was wasted by sitting on the
22 reign. No resignations were called for then.

23 And this report is extremely biased.
24 It mentions Bob McSweeney 18 times. And I know
25 Bob McSweeney. I spoke to him. He was never

1 interviewed. He does not know Victor that it was
2 alleged that he does, and the name of the company
3 is completely wrong that Judge Cordell mentioned
4 that it is the same company. You didn't
5 interview him. You should've interviewed him.
6 This entire report is flawed and biased. Thank
7 you.

8 SHERRY GOLESTAN: Thank you. Alberto,
9 please unmute and begin. Alberto? If you can
10 unmute.

11 ALBERTO: (Speaking Spanish).

12 SHERRY GOLESTAN: (Speaking Spanish).

13 ALBERTO: Si.

14 SHERRY GOLESTAN: Victor, if you can
15 please interpret and allow Alberto to know he has
16 the three-minute timer.

17 VICTOR: (Speaking Spanish).

18 SHERRY GOLESTAN: Two-minute timer.
19 Apology.

20 ALBERTO: (Speaking Spanish).

21 VICTOR: My -- listen, my objective
22 today here is that I want to let you know that
23 our community is very worried with Ms. Christina
24 Corpus.

25 ALBERTO: (Speaking Spanish).

1 VICTOR: So I actually live in the Fair
2 Oaks area and -- for 20 years and I've known her
3 for a long time.

4 ALBERTO: (Speaking Spanish).

5 VICTOR: My goal is that the community
6 actually knows her. (Speaking Spanish).

7 ALBERTO: (Speaking Spanish).

8 VICTOR: So the goal here is that the
9 community knows her and really trusts here.

10 ALBERTO: (Speaking Spanish).

11 VICTOR: So the question is because
12 we've known her for such a long time, we've
13 actually given her the vote of confidence because
14 many people have known her for a long time and
15 the efficiency of her work.

16 ALBERTO: (Speaking Spanish).

17 VICTOR: So she was not put in a
18 position by others but by the community, and so
19 that's why the community is very concerned for
20 that.

21 ALBERTO: (Speaking Spanish).

22 VICTOR: So I've decided to talk about
23 this because I'm involved with my church. I've
24 been involved with my church for ten years, and
25 our community constantly talks about this.

1 ALBERTO: (Speaking Spanish).

2 VICTOR: And I know as the board of
3 supervisors you have to support her because our
4 community trusts in you.

5 ALBERTO: (Speaking Spanish).

6 VICTOR: And we trust in her.

7 ALBERTO: (Speaking Spanish).

8 VICTOR: So thank you. That's all I
9 have. I hope that you support her because she's
10 a good person and our community is very
11 concerned.

12 ALBERTO: (Speaking Spanish).

13 VICTOR: Thank you.

14 SHERRY GOLESTAN: Thank you. We'll now
15 go to our next speaker Steen Booker. Please
16 unmute and begin.

17 STEVEN BOOKER: Thank you for allowing
18 me this time to speak. Steven Booker, Half Moon
19 Bay resident. And I'm here today with
20 reservations. The sheriff's office is a very
21 powerful position and I speak in support of
22 Christina Corpus along the same sentiments as
23 James Brown and Dan Stegnik. But as a black man
24 in America, I'm afraid of intimidation and
25 intimidated by the sheriff's office as far as

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1 their deputies if I stand with Christina Corpus
2 and the possible retaliation when I'm out on the
3 streets in Half Moon Bay or in San Mateo.

4 Like James Brown said, there's been
5 many other incidences in the sheriff's office
6 before Christina Corpus got there. She promised
7 to clean up the good-old-boys' system and has
8 been met with resistance. And like I said, once
9 again, this is hard for me to do. I have respect
10 for the board of supervisors and our elected
11 officials, but I also have a lot of respect for
12 Christina and her staff.

13 And I stand in support with them and
14 believe that the county should not spend money
15 unnecessarily on a recall election. The voters
16 haven't called for it, and you're going to have
17 people that stand with her and people that stand
18 against her just like you will with any elected
19 official.

20 So therefore, I support Christina
21 Corpus and I stand with Dan and James Brown and
22 think that the county should not have a recall
23 election. When we can't give our employees
24 raises but we can spend millions and millions of
25 dollars on a recall election, I think that's

1 asinine and it's not in the best interest of the
2 county. Cnce again, I thank you for your time
3 and I respect each and every one of you. But I
4 do not agree with this recall election. Thank
5 you.

6 SHERRY GOLESTAN: Thank you, Steven.
7 We'll now go to our phone caller that had the
8 lowered hand when it was raised. Caller ending
9 in 357, please unmute.

10 VICE PRESIDENT DAVID CANEPA: Through
11 the clerk?

12 SHERRY GOLESTAN: Yes.

13 VICE PRESIDENT DAVID CANEPA: How many
14 speakers do we have left?

15 SHERRY GOLESTAN: This -- after this is
16 our last named speaker which is Elizabeth Quiroz.

17 VICE PRESIDENT DAVID CANEPA: Great.
18 Thank you so much.

19 SHERRY GOLESTAN: And that would be the
20 last. Of course. Caller, you can press star 6
21 to unmute and this will be the last attempt. 357
22 caller? Okay. We'll now go to our last-named
23 speaker Elizabeth Quiroz. Please unmute and
24 begin.

25 ELIZABETH QUIROZ: Hi, everyone. Can

1 you hear me?

2 SHERRY GOLESTAN: Yes, thank you.

3 ELIZABETH QUIROZ: Hi. So my name's
4 Elizabeth Quiroz, and I am a survivor leader in
5 the Bay area. And you know, I'm a -- I know I
6 don't have a lot of time, but I want to share a
7 little bit of my back story. So I am a survivor
8 from trafficked, and I was trafficked in San
9 Mateo in (indiscernible) for many years and had a
10 lot of bac interaction with law enforcement in
11 San Mateo County.

12 And so when I came across Sheriff
13 Christina Corpus, she was the only law
14 enforcement that showed me compassion and love
15 and supported me and gave me hope. And so
16 because of that interaction, it restored my hope
17 in law enforcement.

18 And so now I'm an advocate. I'm a
19 survivor leader in the Bay, and I'm bringing
20 awareness (indiscernible) to trafficking. And
21 I've been working with Sheriff Christina Corpus
22 for years. And I've known her for a very long
23 time. And so to hear what's going on breaks my
24 heart. So I -- you know, she's a wonderful
25 person to me.

1 I support her in general because she's
2 an amazing person in all the work she's done.
3 And so I just hope this is resolved. Thank you.

4 SHERRY GOLESTAN: Thank you. Mr.
5 President, we have one hand raised, but they're
6 not part of the final names that were called. I
7 defer to you.

8 VICE PRESIDENT DAVID CANEPA: Let's
9 take this last remote comment.

10 SHERRY GOLESTAN: Okay. Albert Yam,
11 please unmute and begin.

12 ALBERT YAM: Hi, board of supervisors.
13 I think this is not necessary because basically
14 you're trying to take away the voters' rights in
15 this situation. What should've -- what it should
16 be on the March ballot is an effort to put on a
17 recall election for an elected official.

18 What you're trying to do is set a
19 precedence and also change the dynamics of
20 sheriffs. Future sheriffs is going to be
21 impacted and worry about how they undertake their
22 obligations of the job out of the fear that board
23 members, a small group of constituents, to decide
24 the fate. You're losing the independency and
25 this is a power grab. And I urge you not to

1 consider this and take more of the voter rights
2 away from us. This should be a voter matter, not
3 a board of supervisor matter.

4 SHERRY GOLESTAN: Thank you. Mr. Vice
5 President, the phone caller appears to have
6 raised their hand again, the one that was part of
7 the list. Would you like me to attempt that one
8 again?

9 VICE PRESIDENT DAVID CANEPA: Sure.
10 And my understanding is through the clerk we have
11 one in-person comment. Is that correct?

12 SUKHAMANI PUERWAL: That's correct,
13 yes.

14 VICE PRESIDENT DAVID CANEPA: Great.
15 So why don't we take the comment online?

16 SHERRY GOLESTAN: Okay. Caller ending
17 in 357, please unmute. And you're calling by
18 phone. I think you can press star 6 to unmute.

19 KRIS PEREZ: Great. Hi. Can you guys
20 hear me?

21 SHERRY GOLESTAN: Yes, thank you.

22 KRIS PEREZ: Hi. My name is Kris
23 Perez. I live in San Bruno. I'm one of the
24 82,000 voters who voted for Sheriff Corpus and
25 elected her to office. The item you're

1 considering to put on the ballot is unnecessary
2 and oversteps your authority. It's a slap in the
3 face to the voters. The sheriff is elected by
4 the people. She is not appointed by you. She
5 won her election in June 2022 by over 13 points.
6 She crushed her appointment who was truly
7 corrupt.

8 She challenged the good-old-boys' club
9 and her candidacy was going to be risky to take
10 if she lot. But she prevailed. Let's go back in
11 the time machine and remember all the scandals
12 that Bolanos was involved in and embarrassed us
13 with from the Vegas brothel and the Bat Mobile
14 incident. Some folks were calling you guys
15 before to remove Bolanos.

16 And the late great Don Horsley, a very
17 respected supervisor and a former sheriff, said
18 this to a reporter. We can do -- what we can is
19 extremely limited. This is the constitution of
20 California. The sheriff is an elected officer.
21 We cannot remove her from office. Remove from
22 them from office who was speaking of Bolanos at
23 the time.

24 So I support Sheriff Corpus. This is a
25 bad idea. We don't need the cost of a special

1 election, and it's unnecessary. The recall is
2 your mechanism to take out an elected official by
3 the voters, not by you guys. Thank you.

4 SHERRY GOLESTAN: Thank you. We'll go
5 back to you, Mr. Clerk.

6 SUKHAMANI PUERWAL: Thank you. We do
7 have one speaker from chambers Ron Soucy. Yes,
8 please.

9 RON SOUCY: Yes. My name is Ronald,
10 and it's the first time that I ever appeared
11 here. And I support Sheriff Corpus. I
12 campaigned for her, went door to door delivering
13 flags. And I agree with all of these people that
14 came up on the board as -- on the speaker to
15 support her.

16 You're giving all these people only a
17 minute speak, but yet you allow the
18 (indiscernible) to speak for several minutes.
19 And I think that a lot of these people would like
20 to speak for much longer. And I think that you
21 trying to eliminate these people or getting her
22 kicked out of office when she went into an office
23 to clean the place and she's doing it. And
24 apparently you guys don't like it because she's
25 doing a good job, and she's been doing a good

1 job.

2 She's been doing a good job in the
3 North Fair Oak. I live in the North Fair Oak and
4 I know she's doing a good job. So why don't you
5 let her do her job as she's supposed to? And why
6 don't you look back on what you guys did when
7 Bolano was there? You didn't do anything. He
8 ran you guys. You didn't run him. So why are
9 you trying to crucify some poor lady that's
10 trying to do a good job and she's been doing a
11 good job? Thank you.

12 SUKHAMANI PUERWAL: Mr. President, I do
13 have one written comment. So there were several
14 comments that were sent yesterday which were
15 emailed to the board and I'll submit publicly
16 available. I'll be really quick. This last
17 written comment came from Sandra McKee, senior
18 citizen from Redwood City.

19 "I am wondering if the board of
20 supervisors and other participants in the sheriff
21 investigation should have additional security
22 protections. Remember what happened with the
23 staff board of supervisors' removal of then-
24 Supervisor Dan White back in the '80s when Mayor
25 Moscone and Supervisor Harvey Milk were shot dead

1 by Dan White for revenge?

2 "I wonder how stable this sheriff is at
3 this time. And with the power of gun and badge
4 could be a risk for other law enforcement
5 officials and herself as her anger escalates."
6 That's the end of public comment.

7 VICE PRESIDENT DAVID CANEPA: Great.
8 Thank you very much. We want to thank those, you
9 know, who made public comment. I'll bring this
10 back to the board for discussion. If there is no
11 discussion, I'll take a motion on the item.

12 SUPERVISOR NOELIA CORZO: I'd like to
13 say a few words.

14 VICE PRESIDENT DAVID CANEPA: Okay.

15 SUPERVISOR NOELIA CORZO: Thank you. I
16 want to thank everyone for coming and giving
17 their comments today. I want to name that what
18 we see happen in these chambers, everyone gets a
19 voice and they are not retaliated against for
20 sharing their voice even when they disagree.

21 You may have noticed that we don't have
22 any sheriff's employees here and let me tell you
23 why. They are still working under our current
24 sheriff and her former employee, and they are in
25 fear. And it is our board's duty to protect them

1 and our cccmmunity at large. I think it's
2 important that every single member who is
3 concerned about this charter amendment and who
4 has not read the report. Because if you have,
5 then you would know that there are hard facts.
6 There is clear evidence. There is documentation
7 proving the corruption that is happening right
8 now in the sheriff's office.

9 Personally, I am a truth-teller. I
10 will say it even when I disagree with others. I
11 will say it even when it hurts. I will be the
12 first to admit when I made a mistake, and I will
13 do it right now. I supported Sheriff Christina
14 Corpus. I knocked on thousands of doors for her
15 and myself, and I would not pull back my support
16 for no reason. Please believe that.

17 Sheriff Corpus was given every
18 opportunity to succeed. She was given support no
19 other elected official was given. She was given
20 the funding for a transition team because we knew
21 that there may have been resistance in the
22 sheriff's office from the former sheriff's
23 friends and etcetera.

24 But let me tell you something that
25 maybe not everyone realizes. When you promise

1 change, when you tell the community that you are
2 going to create change, there will always be
3 resistance. And you know how you overcome that
4 resistance? By doing a good job, by being
5 ethical, by being fair, by being impartial, by
6 leading with integrity and courage and honesty.
7 That is not what happened.

8 And trust me, I am equally as
9 disappointed. But as someone who supported her,
10 I see it now as my duty to lead our community
11 through this. Because people are being harmed
12 and they are in fear. And not just fear for no
13 reason. Actual fear. Actual validated fear.

14 There are things that are in that
15 report around suppressed rifles being brought
16 into the sheriff's office that no member of the
17 executive sheriff's team has the training or
18 certifications to possess. And yet that happened
19 last month in October through the direction of
20 Victor Aenlle. If that is another act of
21 intimidation to every other employee in that
22 office I don't know what is.

23 By every account, Sheriff Corpus was
24 given multiple opportunities to right her ship.
25 I wish I could tell people why we are in this

1 situation and why she chose and continues to
2 choose to lie to our community, to lie to the
3 media. In time, the truth always comes out. The
4 truth always comes out. And it is this county
5 and this board of supervisors who will have to
6 clean her mess. And whoever steps in after she
7 is removed, they will have to clean her mess.

8 And it will take millions of dollars,
9 yes. You know why? Because when you actually
10 have people being harmed, and it will eventually
11 be proven in a court of law, the county is on the
12 hook to pay out for all of those lawsuits. And
13 that's going to happen. And it will be no one
14 else's responsibilities but hers. She created
15 those situations. She has put our community at
16 risk. She is mispending tax dollars.

17 And I want to address something that I
18 heard come up several times. I have been in
19 office in -- on this board, and so has Supervisor
20 Mueller, for two -- for almost two years.
21 Exactly the same amount of time as Sheriff
22 Corpus. I will speak for us and even this
23 current board. Former sheriffs and the things
24 that they did or did not do, Supervisor Ray
25 Mueller and I were not here for.

1 We don't know all of the facts for --
2 that led to the board at that time making those
3 decisions. I was one of Sheriff Bolanos' biggest
4 critics. And I would have stood against him as I
5 have to stand against Sheriff Corpus now.
6 Because I will not stand by and see corruption
7 and abuse of power happen and not do everything I
8 can to protect our community and our staff.

9 I would've done it then. I'm going to
10 do it now. And if I have to knock on thousands
11 of doors like I did last time, I will because
12 it's the right thing to do. And I know it's an
13 ugly truth. I know it's hard for people that
14 supported her to really take in and believe. But
15 please, look at the facts. Look at the facts.
16 Read the report. Look at the evidence for
17 yourself. Come to your own conclusions.

18 You may have had a good history with
19 her in the past. I did too. I supported her. I
20 believed her. I believed in her. She also at
21 one point restored my faith in law enforcement.
22 But when you are given new information and new
23 facts, you have to analyze that. We need to come
24 together as a community and we will. And I'm
25 going to say it right now. I've said it to her

1 directly. I've said it at this dais before. She
2 needs to step down. That is the right thing to
3 do.

4 And I also just want to say for the
5 record that the charter amendment and the
6 ordinance that we have before us right now, it
7 has a sunset clause. I would personally support
8 it without a sunset clause. Because the truth is
9 we do have a history of questionable leadership
10 in the sheriff's office. But it has a sunset
11 clause right now, and I will support it in any
12 way because we need a way out of this for our
13 community.

14 And I'll just reiterate one more time.
15 The reason you don't see any sheriff staff right
16 now giving public comment is because they are
17 working in an environment of fear and
18 retaliation. So I just want to say one more
19 thing. (Speaking Spanish). Oh, sorry, Victor.

20 VICTOR: Please continue.

21 SUPERVISOR NOELIA CORZO: Okay.
22 (Speaking Spanish). Thank you.

23 VICE PRESIDENT DAVID CANEPA: Thank
24 you, Supervisor Corzo. Supervisor Mueller?

25 SUPERVISOR RAY MUELLER: Just real

1 briefly, I want to speak to all those who spoke
2 today who expressed their respect and support for
3 the sheriff. I want to say I hear you, and I
4 want to say it's incredibly hard when someone who
5 you respect and you care about does something
6 that disappoints you. But I have to say to you
7 I'm in that same boat.

8 And unfortunately, the case against the
9 sheriff continues to get stronger. For example
10 -- and I'll -- I don't know if I'm supposed to
11 share this, but I'll share it. The homophobic
12 slurs text that she went to great length to deny
13 to the one -- the night -- the day we presented
14 the report. We have the phone now and we
15 verified she sent that text.

16 It continues to strengthen as we go
17 through all of the evidence presented. The
18 strength of that 400-page report is standing up.
19 And I know that's hard to accept. It's hard for
20 us to accept. But we've had longer to do so.

21 So I ask you to please take a look at
22 that report and go along with this. Because
23 you'll get to where I am now where someone I
24 respected and cared about I am deeply
25 disappointed in and I no longer believe she is

1 fit to serve this county. I think I'm going to
2 go ahead and leave it at that for my colleagues.
3 Thank you.

4 VICE PRESIDENT DAVID CANEPA: Great.
5 Thank you very much. There was -- you know, Ms.
6 Corzo was speaking in Spanish. If you wouldn't
7 mind a translation, Victor.

8 VICTOR: Thank you, Vice President. I
9 think Supervisor Corzo was just reiterating what
10 she had previously said in English, but I do just
11 want to provide some brief interpretation. So we
12 can't stand for this division. No one's taking
13 away from her good works that she's done in the
14 past, but I am absolutely committed to talk to
15 anybody about this as regards to what's happening
16 here in order to protect ourselves and protect
17 the community. We can't have these types of
18 distractions.

19 SUPERVISOR RAY MUELLER: There is one
20 last point also to those who support her. Could
21 you ask her to please sit for sworn deposition
22 testimony to address the allegations? If she's
23 willing to make the statement to you that the
24 things in that report are not true, ask her why
25 she won't sit under oath and say that.

1 VICE PRESIDENT DAVID CANEPA: Thank you
2 very much. With all that said, does a supervisor
3 want to make a motion to introduce this ordinance
4 calling for election to amend the charter and to
5 waive the reading of the ordinance in its
6 entirety?

7 SUPERVISOR NOELIA CORZO: I'd like to
8 make sure that Supervisor Slocum has a chance to
9 chime in if he would like before we put a motion
10 on the floor.

11 VICE PRESIDENT DAVID CANEPA:
12 Supervisor Slocum, would you --

13 SUPERVISOR WARREN SLOCUM: Yeah. I'm
14 sorry. I was muted. I do appreciate the
15 opportunity. I think a lot has been said here by
16 Supervisor Mueller and Supervisor Corzo and I
17 really don't have a lot to add. I support the
18 comments that they have made and the perspectives
19 that they have shared. I do have a question that
20 I'll direct to the county attorney in a moment or
21 two.

22 But you know, each of us took an oath
23 of office as did the sheriff. And I think when
24 we talk about ethics, honesty, transparency,
25 abuse of power, those to me are in clear

1 violation of the oath that we all took. This has
2 been, as the two supervisors know and the rest of
3 us know, an enormous time drain taking us all
4 away from the important business of the county.

5 Just look at the testimony this morning
6 off the Redwood House. You know, that's a
7 significant mental health issue. It requires
8 time to deal with. And unfortunately, just an
9 inordinate amount of time is being spent and has
10 been spent and will continue to be spent on this
11 issue.

12 I find it very interesting, just to
13 follow up on Supervisor Mueller's comment, I made
14 a note here let's invite the sheriff once again
15 to come and give sworn testimony under oath.
16 Give her a chance to tell her side of the story
17 and answer our questions. I think that would be
18 extremely important.

19 There was a reason why so far she has
20 not chosen to do that. I think the reason that
21 she stated in the media was she'll do it when she
22 gets an attorney. Well, so be it. I think she
23 has an attorney. Maybe I'm wrong. But I would
24 welcome -- I would invite her to come and give
25 testimony to us and answer questions.

1 I, as like the rest of you, watch her
2 press conferences and interviews and there are
3 things that are said that are just not true.
4 Just not true. So with that, I really don't have
5 anything to add to the comments that have been
6 made.

7 I would ask a question of the county
8 attorney. Assuming we passed this ballot measure
9 today, it has to be read, as I understand it, a
10 second time here pretty quickly to meet the
11 election code deadlines. And the question is
12 then if we take those two votes and they're -- we
13 vote to place it on the ballot, could a future
14 board, that is specifically the new board coming
15 in, in early January, could they vote to reverse
16 decisions that we've made?

17 JOHN NIBBELIN: Supervisor Slocum, the
18 -- so the question is whether or not the board
19 that is -- as constituted in January could take
20 action to rescind the action to put this matter
21 on the ballot? Is that the question?

22 SUPERVISOR WARREN SLOCUM: Yes, that is
23 the question. Thank you, sir.

24 JOHN NIBBELIN: Yeah. There's a
25 limited amount of time actually after the board

1 acts to put something on the ballot. As you were
2 noting, the board would have to, at its next
3 regular meeting on December 3rd, adopt the
4 ordinance. Today would be an introduction of the
5 ordinance. The board would have to vote to -- at
6 the next -- at its next regular meeting on
7 December 3rd vote to adopt the ordinance.

8 There's a limited amount of time
9 thereafter that the board has to act to remove
10 something from the ballot. I believe it's 83
11 days prior to the election. So I don't think
12 from a timing perspective that would be possible
13 actually.

14 SUPERVISOR WARREN SLOCUM: Yes. Thank
15 you. I also wanted to talk about some of the
16 speakers talked about let's not spend the
17 millions of dollars for this election. And from
18 my perspective, the number of lawsuits that we
19 possibly face and will face far exceeds the cost
20 of this election.

21 So somebody said it was 4.8 million.
22 I'm not sure if that's accurate or not. I know
23 it's very expensive, but I would just suggest
24 following up on Supervisor Corzo's point about
25 the pending lawsuits that will be coming to the

1 county in the future. So I'm prepared to support
2 the motion, but I'll let Supervisor Mueller or
3 Corzo make the motion and second and go from
4 there.

5 SUPERVISOR DAVE PINE: I'd just like to
6 just briefly state that -- and this is an
7 extraordinary measure, but this is an
8 extraordinary time and it calls for decisive
9 action by the board of supervisors. So I'm
10 supportive of the motion.

11 SUPERVISOR RAY MUELLER: I'll make the
12 motion.

13 SUPERVISOR NOELIA CORZO: Second.

14 VICE PRESIDENT DAVID CANEPA: Roll call
15 please.

16 SUKHAMANI PUERWAL: Sure. Supervisor
17 Pine?

18 SUPERVISOR DAVE PINE: Yes.

19 SUKHAMANI PUERWAL: Thank you.
20 Supervisor Corzo?

21 SUPERVISOR NOELIA CORZO: Yes.

22 SUKHAMANI PUERWAL: Supervisor Mueller?

23 SUPERVISOR RAY MUELLER: Yes.

24 SUKHAMANI PUERWAL: Supervisor Slocum?

25 SUPERVISOR WARREN SLOCUM: Yes.

1 SUKHAMANI PUERWAL: Thank you.
2 Supervisor Canepa?
3 VICE PRESIDENT DAVID CANEPA: Yes.
4 SUKHAMANI PUERWAL: Thank you. Motion
5 passes unanimously.
6 VICE PRESIDENT DAVID CANEPA: Okay.
7 Thank you very much, colleagues. We'll be moving
8 on. We mcve the agenda. We'll be moving onto
9 Item 11.

10 (End of requested portion)

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C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certify that the
foregoing transcript is a true and accurate
record of the proceedings.

Date: February 24, 2025

<%12151,Signature%>
Sonya Ledanski Hyde,

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Exhibit C

Ex Parte056

1 Accessible in Sharefile and
2 here: [https://sanmateocounty.
3 granicus.com/player/clip/153
4 8?view_id=1&redirect=true](https://sanmateocounty.granicus.com/player/clip/1538?view_id=1&redirect=true)
5
6 The relevant portion of the
7 video starts at 1:00:08.
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Ex Parte057

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Exhibit C1

Ex Parte058

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San Mateo County Board of Supervisors
December 3, 2024

1 SUPERVISOR DAVE PINE: Okay. We now
2 move to Item 10, which his to adopt an ordinance
3 calling for a special election to be held March
4 4, 2025 for the purpose of voting an amendment to
5 the San Mateo County Charter granting the board
6 of supervisors the authority until December 31,
7 2028 to remove an elected sheriff for cause by a
8 four-fifths vote of supervisors. This is brought
9 forward by Supervisors Mueller and Corzo. Do you
10 have any comments?

11 SUPERVISOR RAY MUELLER: I do have a
12 comment. I see now that the sheriff is
13 represented by counsel. Is that correct?

14 JOHN NIBBELIN: What I'd note is the --
15 we've received correspondence from counsel that
16 indicate that the sheriff has requested separate
17 counsel. The board hasn't yet acted on that
18 matter. I guess that's what I would say.

19 SUPERVISOR RAY MUELLER: Okay. Well,
20 to the extent the sheriff -- I mean, the sheriff
21 is indicating she has counsel, the last time she
22 appeared before this board she indicated that she
23 would consider testifying before the board once
24 she had counsel. We made that request to her
25 when she was here and she said as she was going

1 out the dcor she refused obviously to participate
2 in the investigation when it was taking place,
3 the independent investigation.

4 So I would like to once again invite
5 her, now that she's represented by counsel -- at
6 least we've seen correspondence purported to
7 saying that she's represented by counsel, to
8 please provide testimony to this board.

9 And then the second thing I wanted to
10 talk about is last night we received a letter
11 from the sheriff, and I have some real concerns
12 about the letter. Because the letter -- one of
13 the -- what gave rise to all of this is really,
14 just to sort of summarize it in the beginning,
15 was the way -- the complaints we had from
16 employees about how they were being treated
17 within the department.

18 So much so now that it's risen to the
19 level that all of the sworn union personnel have
20 voted and are unanimous. They're calling for her
21 to resign. The captains have called for her to
22 resign. The only sworn personnel in the office
23 who's still supporting her on record is the
24 second undersheriff she's had.

25 In that backdrop, last night the

1 sheriff sent us a letter and said -- and she was
2 questioning against the voracity of the texts
3 that it's been said -- alleged came from her
4 phone and that -- or we've had forensically
5 looked at. And she said in her sentence, "Would
6 the county have hired a company to trace a text
7 to my phone that one former employee claims came
8 from me?"

9 And the problem I have with that
10 sentence is that Witness 3 is not a former
11 employee. Witness 3 still works for the County
12 of San Mateo in the sheriff's department. And so
13 I don't know, as I sit here today, is the sheriff
14 saying that she intends to fire Witness 3 now?
15 Why is she referring to her as a former employee?
16 And that has given me great pause that we still
17 are in a circumstance where the sheriff is
18 communicating about people who haven't taken part
19 of this investigation and is either talking about
20 the future or giving a threat.

21 I don't know what this means that she
22 refers to her that was a former when she is not
23 or they are not. And we know the witness knows
24 who -- the sheriff knows who this person is
25 because the sheriff and Mr. Aellne has referred

1 to about this -- who -- this witness in news
2 interviews. So I'm -- I am really taken aback by
3 that. And it's in that context today that we're
4 really moving forward to protect the employees of
5 this county.

6 SUPERVISOR DAVE PINE: Supervisor
7 Corzo.

8 SUPERVISOR DAVE PINE: Thank you. So I
9 wanted to just kind of take a step back and share
10 that typically when we have these kinds of
11 resolutions or, you know, proposals, the second
12 reading can go on the consent agenda and we don't
13 need to have a public forum unless it's pulled by
14 a member of the public. But we put this on the
15 agenda because we recognize that there are a lot
16 of questions about why this is happening, why
17 now.

18 You know, there are questions about the
19 report, so I want to take the chance to address
20 some of those concerns proactively and again
21 restate that this board is, has been, and will
22 continue to be committed to transparency,
23 accountability, and doing what it is in the best
24 interest of the public good.

25 So I'd like to set the record straight

1 on a few misconceptions that I've heard in the
2 community specifically about the report. And I
3 want to make sure people understand that this is
4 an independent human resources investigation. As
5 someone who served for many years on a school
6 board, I have seen many of these kinds of
7 investigations done, and I want to be really
8 clear that these are not popularity contests.
9 These are not meant to be a platform for anyone
10 being investigated, for anyone to have their
11 cheerleaders give character references.

12 These kinds of investigations are done
13 to investigate serious allegations and then make
14 determinations based on credibility and facts
15 about whether these kinds of allegations are
16 sustained, unfounded, or even inconclusive. And
17 through the years, I have seen many of these
18 kinds of reports determine that there wasn't
19 enough evidence to determine whether something
20 was sustained or unfounded.

21 And even, you know, as a board member,
22 as a school board member I've seen these kinds of
23 investigations come back as inconclusive when
24 personally I thought that the allegations were
25 credible and that the complainants were credible.

1 But that's not the case here.

2 I have never in my seven years as an
3 elected official seen an investigation, first of
4 all, that has 15 allegations that are being
5 investigated. I want people to understand how
6 rare that is. That is not normal. And I think
7 it speaks to the level of severity of what is
8 happening in our sheriff's office. Twelve of the
9 fifteen allegations were sustained.

10 And I also want to explain to the
11 public that these kinds of investigations are not
12 necessarily required to be done by a former judge
13 like we had in this report. This -- you know,
14 reputable independent investigators do not have
15 to be former judges. They are not courtrooms.
16 They are not required or even is it normal to
17 have complainants, you know, under oath because
18 they're not courtrooms. So I want people to
19 understand that.

20 I also want to say that, you know, if
21 this matter does make it into a court of law, I
22 am really confident that anyone who lies under
23 oath can and will face consequences for not
24 telling the truth. And in this case, I believe
25 that is our sheriff. She has used many tactics

1 that are greatly questionable. You know, tactics
2 that we see around delaying, denying, deflecting
3 loudly publicly in front of the cameras.

4 And I -- because someone is loud does
5 not make them righteous or does not make them
6 truthful. And I want the community to know that.
7 We have many civil employees, most of who are
8 women -- all of whom are women, the complainants,
9 in the report who were interviewed. And they are
10 not represented by a union. They are not
11 represented or protected by unions, and they are
12 extremely vulnerable to this day because of the
13 conditions that they have had to work under.

14 Earlier today we saw many, many of our
15 county employees being celebrated, being
16 respected for their work, and we have those kinds
17 of employees in the sheriff's office who just
18 because of the mere like willpower they have for
19 their families, for our community have endured
20 treatment that no one should have to work under.

21 So I want to take a second now to also
22 address some other questions that I've heard in
23 the community. Does this charter amendment being
24 placed on the ballot take away the power from the
25 voters? And I want to be very clear, no, it does

1 not. This is going to be in front of the voters.
2 The voters will inform themselves and they will
3 make educated votes.

4 And why now? Because this matter
5 continues to harm people in the sheriff's office.
6 What we are seeing has never happened before.
7 And we cannot delay. We can't. The people of
8 the County of San Mateo will decide for
9 themselves if they want to pass this charter
10 amendment, and they will do so just like they
11 would in any election. They will be presented
12 with facts. They will come to their own
13 conclusions, and it is up to the community to
14 educate themselves, and for us as a board and us
15 as a community to make sure that we understand
16 really what's happening here.

17 And I've also heard, you know, that we
18 should wait for a recall. And while a recall is
19 the right of the voters, I want to again
20 reiterate that a recall is really a huge lift for
21 a community, especially a county-wide recall.
22 For -- about 46 signatures would be required to
23 even place something on the ballot for a recall
24 to be put on the ballot at all.

25 And what we see here is, you know,

1 continued violations of county policy, continued
2 harm to sheriff's office employees. And
3 honestly, even -- I would say every county
4 employee and every county resident is being
5 impacted by this. This is not something that
6 anyone would ever choose to be subjected to, but
7 it is our responsibility as a board to offer the
8 community solutions, and that is what we're doing
9 here today by taking this vote.

10 One more thing I want to address. You
11 know, is this board -- there have been questions
12 about why this board never took any similar
13 action for previous sheriffs. And I said this
14 last time and I will say it again. I was not on
15 this board for any previous decisions. I don't
16 know the facts of any decisions that were made.
17 That is not my responsibility. My responsibility
18 as a county supervisor is to make decisions right
19 now for the matters before us and that is what
20 we're doing.

21 And I want to also just recognize that
22 I had and I still have criticisms about former
23 sheriffs in this county. And that is the -- a
24 huge part of why I supported Sheriff Corpus to be
25 our sheriff in this county. I will say again

1 that our sheriff has proven to be a sheriff that
2 we cannot trust. And so what -- the board that
3 we will take -- the vote that we will take will
4 be based on facts and with a commitment to
5 transparency, accountability, and doing what is
6 right for the public good.

7 We cannot sit here and do nothing. And
8 I refuse now and always to, you know, look past
9 what I believe to be corruption. And in terms of
10 due process, I want it to be very clear that the
11 sheriff had an opportunity to participate in the
12 investigation and chose not to. The sheriff has
13 been invited by this board to come before this
14 board to have a conversation and she has chosen
15 not to.

16 The sheriff went in front of cameras
17 and said that she was disappointed that I didn't
18 speak to her. And then when I did, she shared a
19 voicemail for the media that was, I'm sorry, not
20 threatening at all. But I do believe that our
21 sheriff must resign. And if she doesn't and we
22 have to move forward with this election in March,
23 she will be responsible for the millions of
24 dollars that it will cost our county taxpayers to
25 hold that special election.

1 I will just wrap up by saying that I
2 personally believe that this is the best option
3 before us. We must place this on the ballot.
4 Our sheriff needs to be held accountable. No one
5 is above the law. No one should be above the
6 law. And with that, I will conclude my comments
7 and just last thing say that the will of the
8 voters will decided what happens in our
9 community. And that is something that I believe
10 to my core. And we will move forward with the
11 will of the voters. Thank you.

12 SUPERVISOR RAY MUELLER: Supervisor
13 Pine, thanks.

14 SUPERVISOR DAVE PINE: Supervisor
15 Mueller.

16 SUPERVISOR RAY MUELLER: So first,
17 Supervisor Corzo, you said 46 signatures. I
18 think you meant 46,000?

19 SUPERVISOR NOELIA CORZO: Yes.

20 SUPERVISOR RAY MUELLER: Okay. And
21 then secondly, there is just a couple of things
22 that I just wanted to add. There have been -- I
23 saw a text from a news -- from a reporter I think
24 and there's been -- it's been put out into the
25 world that all of the -- it's somehow known that

1 all of the witnesses in the report were former
2 Sheriff Bolanos supporters in the campaign. That
3 is absolutely false. The reporter who did -- who
4 put that out there should retract that.

5 Some of the people in this report,
6 these witnesses, were some of the most -- some of
7 Sheriff Corpus' most ardent supporters during her
8 campaign. It's just false. I don't know. I
9 don't know how that could even be reported.

10 Second thing that I wanted to share is
11 with respect to the recall, and county counsel,
12 if you could verify this, if a recall was
13 initiated in -- hypothetically in early
14 December, if the county were to take its full
15 time, if the elections office were to take its
16 full time that it's statutorily allowed to verify
17 signatures, and if the full time was necessary to
18 gather signatures, that may push the election
19 date into 2026.

20 JOHN NIBBELIN: That's true. I think
21 the earliest that a recall could feasibly take
22 place would be November of 2025. Probably more
23 likely it would be April of 2026.

24 SUPERVISOR RAY MUELLER: Right. So for
25 it to take place in November of 2025,

1 hypothetically that would mean the -- all the
2 signatures were gathered in an earlier amount of
3 time than statutorily allowed. And also the
4 verification of those signatures would happen
5 faster than statutorily allowed.

6 JOHN NIBBELIN: A lot of things would
7 have to fall into place optimally in order for a
8 November 2025 to happen.

9 SUPERVISOR RAY MUELLER: So I want
10 people to understand that, that the circumstances
11 and the working conditions that we're hearing
12 from our employees resoundingly in the sheriff's
13 office that exist today, absent this charter
14 amendment process, that they would be in those
15 working ccnditions possibly until 2026.

16 So you have that effect on employees
17 that we're concerned about as supervisors. But
18 not only that, I want everyone to think about
19 what the effect of that is in terms of our
20 readiness for a public safety event. What does
21 that dysfunction mean if we were to have a major
22 public safety event in this county during that
23 interim time period? We can't take that risk.

24 That's how I feel about it looking at
25 this as a supervisor today. I'm going to -- so I

1 feel like this is why we have to put this in
2 front of the voters. Look at all of the
3 circumstances and use your best choice. That's
4 all we can do is prevent you -- present you with
5 the evidence we've been presented with, share
6 with you the concerns that we have about it, and
7 ask you the voter what should be done.

8 SUPERVISOR DAVE PINE: I would just
9 want to reiterate the points -- one point made by
10 my colleagues, which is ultimately this will be
11 the decision of the public whether or not to
12 grant the board of supervisors this authority.
13 The public will have the opportunity to assess
14 all the facts and circumstances and consider
15 whether this is a power it wants to grant to us.
16 So in that regard, I think it's fair to the
17 public. Supervisor Slocum, would you have any
18 comment?

19 SUPERVISOR WARREN SLOCUM: Yes. Thank
20 you. Thank you, Mr. Pine. Obviously this is a
21 very difficult position that we're in. It's a
22 difficult vote that we are about to undertake. I
23 think it's unprecedented in the county's history.
24 And the bottom line for me here is that I have
25 mixed feelings about putting this on the ballot.

1 Why do I have those mixed feelings?
2 Well, it does lead to a campaign. And Supervisor
3 Pine, you just said the voters will consider the
4 facts, but I'm not so sure that that's totally
5 accurate because I do not believe that this
6 sheriff will fight this campaign with facts. I
7 know that we will, but I don't believe the
8 sheriff will.

9 And my questions around this around,
10 what happens if this passes? What happens if it
11 fails? Maybe counsel could just briefly walk
12 through that in a minute here. But for me, the
13 recall path is probably the most appealing just
14 on its surface. But if we're talking April of
15 2026 or sometime soon before that, I just can't
16 imagine being an employee working under the
17 circumstances that have existed and that exist
18 today.

19 I have a concern about -- and I know
20 there's a sunset provision for this, but I do
21 have concerns about future boards. And as I
22 said, even though there's a sunset, I still have
23 that nagging feeling that it shouldn't be left to
24 future boards. Maybe it wouldn't be given the
25 sunset. I'm curious, and maybe somebody could

1 answer this, maybe Supervisor Mueller or Corzo,
2 or may county executive or county attorney, I'm
3 curious about if we're still getting
4 whistleblower complaints or complaints from the
5 staff in the sheriff's office.

6 I'm concerned about the lawsuits that
7 most likely will come from this and the cost
8 thereto. And I'm curious, finally with another
9 question, that if the sheriff were to resign
10 sometime between now and March, would the sheriff
11 retain her county retirement and county benefits
12 that she may otherwise be entitled to? So
13 there's a few questions in there. I don't know,
14 county attorney, if you made note of those or if
15 you could respond.

16 JOHN NIBBELIN: Thank you, Supervisor
17 Slocum. Maybe I'll start with what were -- what
18 would happen if the county charter amendment were
19 to pass. And a couple of things I wanted to note
20 is the -- what the charter amendment states
21 specifically is that if the board were to seek to
22 exercise its power under the charter amendment
23 and endeavor to remove the sheriff by a four-
24 fifths vote, a couple of things that are
25 specifically required to happen is one that the

1 sheriff would have to be served with a written
2 statement of alleged grounds for removal and
3 would have to be provided a reasonable
4 opportunity to be heard regarding the --
5 regarding any explanation or defense.

6 The charter amendment also provides
7 that the board of supervisors may provide for
8 procedures by which a removal proceeding pursuant
9 to the charter would be conducted. So I want to
10 anticipate that the board would have a meeting at
11 which the board would establish procedures and
12 that notice, written notice, a written statement
13 of alleged grounds for removal would be provided
14 and then there be an opportunity for a hearing at
15 which the sheriff would have the opportunity to
16 offer an explanation or defense. That's what the
17 charter amendment sets forth. So that's what
18 would happen procedurally if this charter
19 amendment were to pass.

20 SUPERVISOR WARREN SLOCUM: Could I stop
21 you there for just a moment and thank you for
22 that thorough explanation? I'm curious, the part
23 about the sheriff has a chance to come forward
24 and respond. When in your best thinking might
25 that take place assuming we approve this Item 10?

1 JOHN NIBBELIN: Again, I anticipate
2 that that would occur -- pursuant to the charter,
3 that would occur at some point after the March
4 election date, at a point after the board of
5 supervisors has served a written statement of
6 alleged grounds for removal. So we'd be talking
7 about some point after the election in March.

8 SUPERVISOR WARREN SLOCUM: And there
9 would be -- I know this may be off base, but
10 there would be no way to get that testimony into
11 the record ahead of the election.

12 JOHN NIBBELIN: Well, there's nothing
13 that would stop that kind of a conversation from
14 taking place if -- you know, if the parties were
15 inclined to do that. But the -- but again, the
16 specific process set forth in the charter
17 contemplates written notice, then a response or
18 an opportunity to be heard with respect to the
19 written notice. So -- but again, nothing to stop
20 a conversation taking place in a different -- on
21 a different track if the parties were inclined to
22 have that kind of a conversation.

23 SUPERVISOR WARREN SLOCUM: Yeah. My
24 question is based on Supervisor Mueller's
25 invitation to the sheriff that now that she has

1 counsel to come forward and appear before the
2 board and --

3 JOHN NIBBELIN: Right. Right.

4 SUPERVISOR WARREN SLOCUM: -- testify.

5 JOHN NIBBELIN: Absolutely.

6 SUPERVISOR WARREN SLOCUM: You know,
7 and --

8 JOHN NIBBELIN: And nothing were
9 talking about doing here would foreclose that
10 happening if, again, the parties were inclined.

11 SUPERVISOR WARREN SLOCUM: Thank you.

12 JOHN NIBBELIN: A next question were --
13 well, one of the questions was with respect to
14 pensions. And I do note that the fact that
15 somebody resigns in and of itself has no impact
16 on a person's pension. There are some
17 provisions, you know, in law that I believe
18 PEPPRA, Public Employee Pension Reform Act, I
19 think included some specific provisions that
20 noted that if somebody were convicted of certain
21 crimes while in office -- I'm not suggesting that
22 is relevant here, but there are some provisions
23 under PEPPRA that would deprive folks of pension
24 benefits dating from the time at which misconduct
25 was first found to have occurred.

1 But again, that requires a criminal
2 conviction if I'm not misrecalling. So to go
3 back to my primary point, there's -- resigning in
4 and of itself has no bearing on pension benefits.

5 SUPERVISOR WARREN SLOCUM: So just to
6 be clear, if she resigned before the recall
7 election, she would be entitled to her
8 retirement for instance, and other benefits and
9 --

10 JOHN NIBBELIN: To my knowledge, yeah.

11 SUPERVISOR WARREN SLOCUM: Yes. And if
12 she -- if this ballot measure appeared and it was
13 approved by the voters, her benefit package would
14 be not available to her?

15 JOHN NIBBELIN: I don't believe that's
16 true either. I think if she was removed -- I
17 don't think that removal in and of itself would
18 impact her entitlement to pension benefits.

19 SUPERVISOR WARREN SLOCUM: So she would
20 get her benefits in either scenario. Okay.

21 JOHN NIBBELIN: I believe that's true,
22 yes.

23 SUPERVISOR WARREN SLOCUM: Okay. Go
24 ahead. Thank you.

25 JOHN NIBBELIN: I think the last

1 question's whether or not we continue to get
2 complaints. I'm a little -- I'm hesitant to
3 answer all that. That's at this point kind of HR
4 related matters. So -- but -- so I frankly want
5 to -- and I'm -- I guess that's where I'd want to
6 leave it whether or not we're continuing to
7 receive complaints.

8 SUPERVISOR DAVE PINE: Supervisor
9 Mueller?

10 SUPERVISOR RAY MUELLER: I wanted to
11 follow up on a question that our argument might
12 be more of a theme that Supervisor Slocum talked
13 about, and that was communication should we pass
14 the charter amendment today, communication during
15 the time period before the election. We are
16 going to be prohibited after today -- well, from
17 talking -- it'll be -- if we vote today, it goes
18 on the ballot. It becomes a political issue
19 whether or not people vote. So we won't be able
20 to campaign for it with county resources,
21 correct?

22 JOHN NIBBELIN: There's generally a bar
23 under California law in using county resources,
24 government agency resources to either support or
25 oppose a measure that's on the ballot. So the --

1 on the other hand, I mean, the law is clear. The
2 case Stanson v. Mott is kind of the premier case
3 in this area. And it sets forth that there's a
4 distinction that should be drawn between
5 informational educating of the public versus
6 advocacy. And there's sort of a time-place-tenor
7 standard that needs to be applied when you look
8 at the communications that are taking place while
9 a measure is pending.

10 And so I guess what I'd say is we have
11 to be very careful all around as a county and
12 county agencies. County departments would have
13 to be careful all around in terms of how they're
14 using county resources to communicate. Because
15 while information and information sharing
16 educating the public is authorized, advocacy is
17 not.

18 So again, you've got to look closely at
19 the tenor, the timing, etcetera with respect to
20 communications to ensure that we don't run afoul
21 of the legal principle you were just
22 articulating. So it's fair to say we'll spend a
23 fair amount of time I believe looking at that
24 going forward.

25 SUPERVISOR RAY MUELLER: And the

1 sheriff similarly is prohibited?

2 JOHN NIBBELIN: All county departments'
3 employees are prohibited from using county
4 resources, government agency resources for
5 advocacy purposes. That's true.

6 SUPERVISOR RAY MUELLER: So the sheriff
7 would be prohibited, for instance, from using a
8 newsletter or using Next Door or using her
9 letterhead to send out mass communications about
10 the charter amendment if it was considered to be
11 campaigning?

12 JOHN NIBBELIN: We'd have to work very
13 closely with the sheriff and any other county
14 department or any other county officials
15 including the board to -- on that same issue.
16 The same legal standard applies.

17 SUPERVISOR RAY MUELLER: And is that a
18 civil standard or is that a criminal standard to
19 use county resources to campaign?

20 JOHN NIBBELIN: It's a criminal
21 statute.

22 SUPERVISOR RAY MUELLER: Thank you.

23 SUPERVISOR DAVE PINE: All right.
24 (Indiscernible) other comments at this time?

25 JOHN NIBBELIN: I've actually said a

1 lot, Supervisor Pine, but there was one other
2 thing I was hoping to add to the mix just for
3 clarity if I could.

4 SUPERVISOR DAVE PINE: Go ahead.

5 JOHN NIBBELIN: I want to note that as
6 Supervisor Corzo noted, this is adoption of an
7 ordinance. This ordinance was actually
8 introduced at a prior meeting. This is not
9 adoption of an ordinance to amend the charter,
10 but those looking at the packet for today's
11 meeting will note that there's also a resolution
12 included with this item. There's the ordinance
13 and then there's a resolution.

14 And the resolution is calling for and
15 providing for a special election, etcetera. And
16 I just want to be clear on why we included a
17 resolution with this and what the point and the
18 purpose of the resolution is. And we've done
19 this for a couple of reasons.

20 First, while the election for a charter
21 amendment under California law very specifically
22 must be called by an ordinance. The law
23 also provides that for any special local
24 election, the board must issue a proclamation or
25 a resolution calling the election, and that's

1 embedded in the election code.

2 We did include some language in the
3 ordinance that proclaims an election. But kind
4 of in the spirit of belt and suspenders and
5 making sure that we've dotted I's and crossed Ts,
6 we also prepared this resolution calling the
7 election.

8 Also, I want to note that a request to
9 consolidate an election with any other potential
10 elections occurring on March 4, 2025 must be made
11 by resolution. So on the off chance that there's
12 some other thing that's going to go to the ballot
13 in March of 2025, which I guess we'd know in a
14 few days, we want to make sure that we're able to
15 consolidate, and this resolution makes that
16 request.

17 And I just would note that Los Angeles
18 County, which included -- which as we've
19 discussed in a prior meeting, did something very
20 similar to what we're talking about doing here.
21 They also included both an ordinance and a
22 resolution for their charter amendment election
23 again back in November of 2022. So again, that's
24 why we have the two items.

25 SUPERVISOR DAVE PINE: All right.

1 Thank you for that additional information.

2 Supervisor Corzo?

3 SUPERVISOR NOELIA CORZO: I just wanted
4 to, before we go to public comment, make a couple
5 more clarifications. I want folks to understand
6 that our sheriff right now is serving during a
7 six-year term. We are wrapping up year two.
8 There are four more years left before the voters
9 would have an opportunity to vote on new
10 leadership in the sheriff's office without an
11 intervention like a charter amendment election or
12 a recall. So I want to make sure folks
13 understand that so that they can understand what
14 the urgency is.

15 And I also wanted to make sure people
16 understand that votes of no confidence have been
17 taken and statements have been made by every
18 level of the sheriff's sworn officers. The
19 deputy sheriffs, the sergeants, the lieutenants,
20 the captains, that is not normal. Every single
21 level.

22 And civilian staff, most of which who
23 are women, all of the complainants, all of the
24 staff, the civil staff that made allegations that
25 were ultimately found to be sustained are women.

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1 And so what we have in front of us is a situation
2 where, you know, our first female sheriff has
3 failed to protect women under -- you know, in the
4 sheriff's office. And that, you know, is
5 something that I will not sit by and continue to
6 watch while doing nothing.

7 So I want to also share that, you know,
8 we will hear right now public comment, and I
9 expect it to be challenging. But that is what
10 public comment is for. And we will be responsive
11 to it. It's literally our job. So thank you.

12 SUPERVISOR DAVE PINE: Thank you,
13 Supervisor Corzo. All right. Let's now move to
14 public comment. Mr. Clerk?

15 SUKHAMANI PUERWAL: Thank you,
16 Supervisor Pine. We'll take public comments from
17 chambers first and then we'll hear from Zoom.
18 We'll just start with Christopher Ulrich followed
19 by Mark Depaula. And please speak directly into
20 the mic and you'll have a minute. Christopher
21 Ulrich? So Christopher is not here or... Okay.
22 I'm going to -- I'm just going to call on the
23 speakers so if you hear your name please come up.
24 Thomas Mazulla?

25 THOMAS MAZZUCCO: Thank you. Mazzucco.

1 SUKHAMANI PUERWAL: Mazzucco. Please
2 come up.

3 THOMAS MAZZUCCO: Good morning, members
4 of the board of supervisors, Mr. Callagy, Mr.
5 Nibbelin. We are counsel representing Sheriff
6 Christina Corpus. We've been working with
7 Sheriff Corpus for a little over a week. We are
8 here to ask that this matter be continued. We've
9 sent letters to Mr. Nibbelin your county counsel
10 to give us an opportunity to respond to the
11 allegations.

12 We're talking about a report that's
13 unsubstantiated. You seem to know more about the
14 report than we do, Supervisor Mueller. But it's
15 anonymous to us. You're right. The sheriff has
16 not presented her side of the story yet probably
17 due to a lack of confidence to potential
18 conflicts of interest. But we are going to have
19 a serious conversation with the sheriff about
20 doing that.

21 And I hear from the supervisors a sense
22 of urgency to get this done. Urgency to you the
23 members of this board who are attorneys is not a
24 reason to eliminate due process or the sheriff's
25 constitutional rights.

1 Now, I come to you with a background of
2 ten years as an assistant DA in San Francisco,
3 nine years as an assistant United States attorney
4 in the United States Attorney's Office as a law
5 enforcement coordinator working with all the
6 agencies in San Mateo County, also as a police
7 commissioner for 12 years.

8 I've been through three changes of
9 police chiefs. I've hired three. And guess
10 what. There's never happiness amongst the staff.
11 Morale is always low. It takes time. And like
12 my old boss at the U.S. Attorney's Office said
13 Bob Mueller when he took over the FBI, there's a
14 third of the people are just not going to like
15 you, a third that will like you, and a third that
16 you're going to have to win over. And we need to
17 give the sheriff that chance.

18 Law enforcement is a unique, unique
19 thing. The community. The community. Crime is
20 down. The stats are down. That's unique. You
21 cannot usurp the authority of the community.
22 Crime is down and staffing in the sheriff
23 department is up.

24 I want to say one thing. Morale is up.
25 I can you right now I know the men and women of

1 the sheriff's department are still responding to
2 calls for service to serve their community no
3 matter who's in charge. There's a lot of
4 questions from this board. There's a lot of
5 uncertainty about the process. I ask that you
6 continue this matter to protect the sheriff's
7 rights because it's the right thing to do.

8 When you did Pledge of Allegiance you
9 said, "and justice for all". Justice, especially
10 for you lawyers on this board, we need to give
11 the sheriff an opportunity to respond. This is
12 premature for you to usurp the authority of the
13 voters. I thank you for giving me additional
14 time.

15 SUKHAMANI PUERWAL: Thank you.
16 Christopher Ulrich followed by Mark Depaula. And
17 as a reminder through the acting chair, you have
18 one minute.

19 CHRISTOPHER ULRICH: Thank you. Good
20 morning. I am colleagues with Tim Mazzucco and
21 also counsel for Sheriff Christina Corpus. I
22 echo what he says and request a delay. I know
23 the allegations are serious, but at this point
24 they are just allegations.

25 I understand it was an esteemed

1 investigator. Many of the people she interviewed
2 by her own admission were complainants. It
3 doesn't look like -- look to us as though she
4 really tried to verify or check against their
5 allegations. Now, I understand we are not in a
6 court of law and this is a political process. We
7 are just across the walkway though from the
8 courthouse. And every day in that courthouse
9 allegations are made and the person against whom
10 those allegations are made has an opportunity to
11 respond.

12 I understand you provided or you
13 offered that to Ms. Corpus previously. She now
14 has counsel and we are requesting that this board
15 delay this vote and give her an opportunity to
16 fully respond. Thank you for your time.

17 SUKHAMANI PUERWAL: Thank you. Mark
18 Depaula followed by Monica Berlin.

19 MARK DEPAULA: A board of supervisors
20 should not be involved in a recall with the
21 current Sheriff Corpus. Sheriff Corpus was
22 elected by San Mateo County voters. Why has a
23 board of supervisors take such action when the
24 same board of supervisors had hired Judge Cordell
25 to investigate District Attorney Wagstaff?

1 District Attorney Wagstaff said he
2 would not cooperate with Judge Cordell regarding
3 the Bat Mobile case, which San Mateo County
4 deputies went to Indiana to harass an innocent
5 car body man on the behalf of a rich San Mateo
6 County real estate individual. Why hasn't the
7 board of supervisors asked for a recall of San
8 Mateo County District Attorney Wagstaff?

9 2007 the former sheriff and
10 undersheriff were caught in a sex slave house
11 with an underage Hispanic girl. This was called
12 Operation Dollhouse by the FBI. In 2014 the
13 sheriff was re-elected and shortly resigned, and
14 the board of supervisors appointed the
15 undersheriff to sheriff.

16 In 2018 the board of supervisors
17 endorsed the appointment of -- knowing what had
18 happened in 2007. I have the disk from the FBI,
19 and I'm sure the board of supervisors would not
20 want them.

21 SUKHAMANI PUERWAL: Thank you. Our
22 next speaker is Monica Berlin followed by Heather
23 Colbert. I'm not so sure if she's speaking on
24 this item but we'll check.

25 MONICA BERLIN: Hello. Good morning.

1 My name is Monica Berlin, and I just wanted to
2 come down here to speak in favor of Sheriff
3 Corpus. I live in Half Moon Bay in the Half Moon
4 Bay community my entire life. Whenever I
5 encounter deputies on duty in Half Moon Bay, and
6 I ask them about Christina Corpus because I was
7 very supportive of her campaign and how great she
8 is, I always see deputies' faces light up when I
9 engage them about Christina Corpus.

10 I've never heard anybody complain about
11 her. So I think she's done amazing things with
12 the sheriff's office. Like crime is down and
13 morale of the deputies I encounter is up. And I
14 just want to say I -- the report is completely
15 unsubstantiated, and it's inappropriate for you,
16 Ms. Corzo, with all your distracting jewelry.
17 It's very distracting with your nose ring and
18 your earrings, and it's inappropriate.

19 But I think for you all to be attacking
20 her just shows more about you. And I know you're
21 all corrupt. And hopefully next year is -- your
22 time will be up and corruption is your way of
23 doing business. But with Donald Trump coming
24 back and the death penalty for pedophiles,
25 hopefully --

1 SUPERVISOR DAVE PINE: Thank you.

2 MONICA BERLIN: -- we won't have to see

3 you anymore.

4 SUKHAMANI PUERWAL: Thank you. Heather

5 Colbert. Okay. Thank you. No additional

6 speakers from chambers, so Madam Clerk, please

7 proceed.

8 SHERRY GOLESTAN: Thank you. We are on

9 Item Number 10 with ten speakers. Alison Madden

10 followed by Sameena Usman. Alison, please unmute

11 and begin.

12 ALISON MADDEN: Hello. Good morning.

13 I think it's shocking the speed and hysteria with

14 which this board as currently constituted has

15 been handling this issue. Yes, we've read the

16 report. It's disrespectful to the voters to take

17 this action at this time and keep telling us to

18 read the report.

19 Two of you are terming out and will be

20 unaccountable to voters for your vote today. I

21 predict the rest of you will have a challenge

22 with your re-election. You should wait for the

23 newly elected supervisors to take their seats

24 before any action is taken on this issue. That

25 is the most recent expression of the people's

1 will.

2 I based my vote for my supervisor for
3 my area on the candidate's specific response to
4 support for the sheriff in text about this issue
5 and the campaign responded. It's not surprising
6 that the fraternization rule is being used
7 against a woman and woman of minority background.
8 And I'm not joking. Just like Fani Willis, this
9 county should eliminate that rule or amend it
10 going forward for disclosure, or look at every
11 male and female or even (indiscernible).

12 This sheriff is a reformer. She's the
13 only one in this county that cares about the
14 women in incarceration. And specifically, one of
15 the personnel issues that the rank and file don't
16 like is she wants overtime to be in the jails,
17 which is entirely proper. She cares about women,
18 and she's a reformer. LaDoris Cordell was the
19 worst pick --

20 SUPERVISOR DAVE PINE: Thank you. You
21 need to wrap up.

22 ALISON MADDEN: Yeah. A panel of three
23 like an arbitration would've been proper. And
24 LaDoris Cordell went to the mat for Judge Persky
25 in the Brock Turner case. People should look

1 that up. She was the wrong person to hire.
2 Thank you.

3 SHERRY GOLESTAN: Thank you. Sameena
4 Usman followed by Nancy Goodban. Just a
5 reminder, please adhere to the one-minute timer.
6 Sameena, please unmute and begin.

7 SAMEENA USMAN: Hello. My name is
8 Sameena Usman and I'm speaking on behalf of
9 Secure Justice. We call for you to -- we're
10 calling for a special election on March 4th to
11 vote on the proposed amendment to the charter.

12 The thing is that we need to grant the
13 authority to remove the sheriff without the
14 sunset clause because otherwise we're going to
15 have to do this at the taxpayer expense.
16 Accountability is the cornerstone of public trust
17 in our democratic institutions, particularly in
18 law enforcement.

19 We -- when -- while elected officials
20 must retain independence, there must be
21 safeguards to ensure that they act in the best
22 interest of the community. Calling for a special
23 election allows for the voters at San Mateo
24 County to make their voices heard on this
25 critical issue and ensures ample time for the

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1 community education and engagement and empowers
2 the residents to fully understand the
3 implications of this charter amendment.

4 This is the opportunity to strengthen
5 public confidence in our institutions and
6 reaffirm your commitment to accountability and
7 justice. I urge you to take this step. Thank
8 you.

9 SHERRY GOLESTAN: Thank you. Nancy
10 Goodban followed by Joaquin Jimenez. Nancy,
11 please unmute and begin.

12 NANCY GOODBAN: Hi. Thank you. My
13 name is Nancy Goodban. I live in Redwood City.
14 I'm with Fixin' San Mateo County. Thank you for
15 what you're doing. I do support it. We are at
16 such a critical juncture with regard to public
17 safety in this community as Supervisors Mueller
18 and Corzo have outlined.

19 The current sheriff is the only in the
20 department who seems to support -- the current
21 undersheriff is the only one in the department
22 who still seems to support the current sheriff,
23 but she refuses to participate in any solutions.
24 This provides an opportunity for you to safeguard
25 against similar problems in the future.

1 I hope that you will look at creating a
2 regular ongoing inspector general position to
3 provide an independent channel where people can
4 raise concerns and questions and the opportunity
5 to address problems before they become such a
6 liability. The inspector general would develop a
7 communication protocol with the sheriff's office
8 to be able to make policy and practice
9 recommendations to your board and to the sheriff.

10 I also hope that you will ask
11 (Indiscernible) to weigh in, in their role as
12 advisory to your board. It's time to give them
13 duties, powers -- thank you for all that you do.

14 SHERRY GOLESTAN: Thank you, Nancy.
15 Joaquin Jimenez followed by Ron Snow. Joaquin,
16 please unmute and begin.

17 JOAQUIN JIMENEZ: Good morning again.
18 My name is Joaquin Jimenez. I am the mayor for
19 the city of Half Moon Bay, but I'm speaking as a
20 concerned citizen. I support Sheriff Christina
21 Corpus 100 percent. And no, I do not agree to
22 give you my vote, to give you my permission to
23 ask her to resign, to remove her from her
24 position.

25 This is a witch hunt. You -- if

1 Christina Corpus would've been a man, this would
2 not be happening. She has changed our community.
3 She has helped out community. The crime in the
4 coast has dropped significantly. If some of you
5 were to be investigated about special events,
6 special parties, many of you would have to be
7 removed. And again, I do not give you my
8 permission. I do not give you my vote for you to
9 remove Sheriff Christina Corpus. I support her
10 100 percent. Thank you.

11 SHERRY GOLESTAN: Thank you. Six
12 hands. Ron Snow followed by Cindy. Ron, please
13 unmute and begin.

14 RON SNOW: Yes, supervisors. Thanks --
15 thank you for listening. I do think that there's
16 been a lack of transparency. I searched through
17 the county notes on this thing and there's no
18 counter-arguments that are posted. George Galen
19 I think was the person who did a very good
20 analysis of the judge's report and points out so
21 many different flaws and opinionated statements
22 that I think it's important for that report to be
23 posted as well as some of these other areas.

24 To only allow one minute is an example
25 of why the public isn't being allowed to have a

1 counter-measure. The other one is I think this
2 has just gone too far too fast. I got notified a
3 week or so ago of a meeting that was supposed to
4 happen in two hours so there wasn't even -- a
5 meeting by Mueller that said that there was
6 ongoing to be more information disclosed. No
7 time to react to that. No time to schedule for
8 that. So I hope that you slow this down, allow
9 the new board of supervisors to vote on this, and
10 make this happen later in the year. Thank you.

11 SHERRY GOLESTAN: Thank you. Cindy
12 followed by James C. Johnson. Sydney -- Cindy,
13 please unmute and begin.

14 CINDY MCREYNOLDS: Hi. My name is
15 Cindy McReynolds, and thank you for this
16 opportunity to talk. And I would like to know --
17 I've heard the supervisors that they all have
18 their own opinion, which appears to be in
19 contrast to what the constituents of San Mateo
20 County have.

21 I have not heard anybody that is
22 representing the people, and I thought this board
23 was supposed to represent the people of San Mateo
24 county. Yet we have no complaints. We have no
25 recall, and we're happy with the sheriff. We

1 were unhappy with the prior sheriff and the prior
2 actions of the board of supervisors. And two of
3 them are still on the board that didn't do
4 anything about prior indiscretions.

5 Another thing I would like to bring up
6 is that this is tyranny that for you to take our
7 constitutional votes and then not give us the
8 opportunity to recall anybody. I don't know if
9 you're going to put somebody in or we vote for a
10 new sheriff. But have you -- I just want to know
11 if you've registered with the secretary of state
12 and are following the election code in regards to
13 your recall and your campaign. Thank you.

14 SHERRY GOLESTAN: Thank you, Cindy.
15 James C. Johnson followed by Andrea Paul. James,
16 please unmute and begin.

17 JAMES C. JOHNSON: James C. Johnson
18 here, Redwood City. I've been with Redwood City
19 for 40 years. I just want to reiterate to the
20 board of supervisors you guys do not have the
21 authority to remove the sheriff. You guys can
22 make suggestions and policies and use the code in
23 San Mateo County as a Rubix Cube to justify your
24 fraudulent agenda.

25 But you do not have the authority to

1 trump the votes of San Mateo County. Sixty
2 percent of the people voted for Christina. Crime
3 rate is dcwn. I have also spoken to over dozens
4 of sheriff's officers. I've also spoken to Mike
5 who's sitting on the left-hand side there, you
6 know, and saying Carlos. And this is a witch
7 hunt. This is a witch hunt. Mike's the devil
8 behind the curtain that's justifying this agenda,
9 and he's promoting and pushing the board of
10 supervisors to go along and remove the vote.

11 You have five people sitting there, and
12 you guys want to remove 30,000, 40,000 votes that
13 voted for Christina Corpus with no justification
14 whatsoever. And if in fact you guys follow the
15 code of California to remove an elected official
16 like they did the governor of California a couple
17 of times, then I could say that that could be
18 justifiable.

19 But you guys have no probable cause.
20 Christina Corpus hasn't done anything.
21 Everything in the allegations in the report, 102
22 documents, are full of hyperboles and homonyms --

23 SUPERVISOR DAVE PINE: Thank you, Mr.
24 Johnson.

25 JAMES C. JOHNSON: -- to justify your

1 guys' agenda and --

2 SHERRY GOLESTAN: That's your time.

3 JAMES C. JOHNSON: -- and you guys are

4 creating hysteria amongst the community that is

5 unjustifiable. And you guys are going to face

6 legal action with an injunction in federal court

7 if you guys continue to pursue with this

8 fraudulent --

9 SUPERVISOR DAVE PINE: Madam Clerk,

10 (indiscernible).

11 JAMES C. JOHNSON: -- agenda against

12 the sheriff.

13 SUPERVISOR DAVE PINE: Thank you.

14 JAMES C. JOHNSON: You guys are --

15 SHERRY GOLESTAN: Mr. Johnson --

16 JAMES C. JOHNSON: -- are pathetic.

17 You guys are pathetic.

18 SHERRY GOLESTAN: Mr. Johnson, the

19 chair has asked you to wrap up.

20 JAMES C. JOHNSON: You guys both --

21 SUPERVISOR DAVE PINE: Please mute him.

22 JAMES C. JOHNSON: You guys will be

23 removed from office in the next election term.

24 SUPERVISOR DAVE PINE: We have to wrap

25 up.

1 JAMES C. JOHNSON: Mark my words.
2 SHERRY GOLESTAN: Okay. And we will
3 now go to Andrea Hall. We also had a hand up for
4 Ann. Ann, your hand is now lowered. I just
5 wanted to mention that in case you meant to
6 speak. Andrea, please unmute and begin.
7 ANDREA HALL: Good morning. My name is
8 Andrea Hall. And as you may know, I was recently
9 elected to the Broadmoor Police Commission. I'm
10 here to speak in favor of the resolution but
11 against the sunset clause. Law enforcement in
12 unincorporated San Mateo County clearly needs
13 continued oversight. The Cordell report makes
14 that clear.
15 And just yesterday the Broadmoor Police
16 District hired an officer who had a DUI for
17 driving a government-owned vehicle with a blood
18 alcohol level of 0.269. I know that creating
19 oversight for law enforcement in San Mateo County
20 will take time, and it requires the trust of the
21 community but it is essential. And so I would
22 ask you to pass this resolution today. Thank you
23 very much. I'd like to cede the remainder of my
24 time.
25 SHERRY GOLESTAN: Thank you, Andrea.

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1 Dan Stegink followed by Pat Willard. Dan, please
2 unmute and begin.

3 DAN STEGINK: Thank you, supervisors.
4 It's quite clear now that you don't have the
5 legal purview to remove the sheriff just because
6 you want to. It's not a court of law. It's a
7 kangaroo court.

8 It's not true that only the guilty get
9 legal counsel. An exercise of one's
10 constitutional rights is not probable cause.
11 Changing federal policy largely requires a
12 federal vote. Changing state policy largely
13 requires a state vote. As a rescue diver, I've
14 worked with tens of federal, state, and local law
15 enforcement agencies recovering hundreds of
16 bodies in California and across the U.S.

17 And as a California Democratic party
18 member, I've written more justice reform
19 resolutions than anyone else in the county
20 combined. Cops are bred for war. Tapia, Corpus,
21 Callagy, they're all cops. If you put them in a
22 room, they'd get into a fist fight before they
23 would decide where to go buy sandwiches. You
24 need to be the adults in the room. Don't recall
25 Sheriff Corpus. Recall Ray Mueller. Thank you

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1 very much.

2 SHERRY GOLESTAN: Thank you, Dan. Pat
3 Willard followed by Ann. Pat, please unmute and
4 begin.

5 PAT WILLARD: Thank you. I want to
6 raise a couple of things from Los Angeles County
7 Chapter 3.79.030. A sheriff's civilian oversight
8 commission investigates through the office of
9 inspector general to analyze solicit input and
10 investigate sheriff-related issues or complaints
11 affecting the community.

12 Chapter 6.44.190 Office of the
13 Inspector General as part of the board of
14 supervisors' duty to supervise the official
15 conduct of the sheriff under California state
16 government code. These things must be defined in
17 that same fashion in San Mateo County.

18 A couple of days ago or a couple of
19 weeks ago I listened to an ICAC meeting where
20 each of the members on that board continued to
21 say that they don't know what responsibilities
22 they have. The Chapter 7.3.79 of the Civilian
23 Staff Oversight Commission in LA County specifies
24 who, what, when, and where and how their
25 responsibilities are in plain English. Those

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1 same two --

2 SUPERVISOR DAVE PINE: Thank you. You
3 need to wrap up.

4 PAT WILLARD: -- charters should be
5 implemented in San Mateo County as soon as
6 possible. Thank you.

7 SHERRY GOLESTAN: Thank you, Pat. And
8 our last speaker Ann. Please unmute and begin.

9 ANN: Thank you very much. I am
10 neither in favor of or against the current
11 sheriff. I'm just concerned about preserving
12 election integrity. Why not have a recall
13 election of a public official rather than going
14 through this type of process? I'm concerned
15 about setting a precedent for the future and
16 giving the board exclusive power over an elected
17 position.

18 On the surface, the actions seem to be
19 more of a power grab. Why not let the public
20 recall the sheriff in an election in order to
21 preserve election integrity and really supporting
22 the will of the people? What you're doing only
23 adds to people's concern about government in
24 general, and there's already a problem with the
25 perception of the public. So I just would ask

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1 that you please consider a recall rather than the
2 actions you're planning today. Thank you.

3 SHERRY GOLESTAN: Thank you, Ann. No
4 further comments, acting chair.

5 SUPERVISOR DAVE PINE: All right.
6 Thank you, everyone, for your comments today.
7 Supervisor Mueller.

8 SUPERVISOR RAY MUELLER: Yeah. I think
9 it's really interesting the backdrop. It's
10 funny. I've served on the city council for ten
11 years where you hire your police chief, and I
12 think that's the method in the majority of cities
13 in San Mateo County, they hire their police
14 chief. And if they got a human resources report
15 like this, pretty sure most city councils would
16 fire that police chief.

17 So we have an elected sheriff. That's
18 something that exists historically within the
19 state. So we go through a process that's
20 incumbent to be gone through to remove that
21 sheriff different than a police chief in a city.
22 I want people to remember that process of what
23 takes place in the city because I think that's
24 important for those who are reacting to it this
25 way. Every city in San Mateo County has a city

1 council that oversees how that department is
2 managed.

3 Secondarily, I want to respond to the
4 -- with that being the case, we're not doing that
5 here. The -- let me back up. We're not doing
6 that here. The board is respecting the elected
7 position of the sheriff. And so I want to speak
8 to what the attorneys brought up with respect to
9 due process.

10 Mr. Nibbelin, if this charter amendment
11 was passed by the voters, if they looked at this
12 and they decided to give the board the power with
13 a sunset clause to go ahead and apply this
14 amendment to the charter amendment, would we
15 still be held to due process in applying this
16 charter amendment provision? Could it be
17 challenged in court if we applied this charter
18 amendment process inappropriately?

19 JOHN NIBBELIN: It could be challenged
20 in court if we applied it inappropriately. The
21 charter amendment, as I noted earlier, includes a
22 process, provision for written notice and
23 opportunity to be heard prior to the board acting
24 on the -- on a removal if indeed this were
25 passed.

1 SUPERVISOR RAY MUELLER: And the second
2 thing I wanted to respond to comments from
3 counsel, because I do take -- I do listen to your
4 comments. They're asking for a continuance, but
5 the question I have for you is -- because you
6 want to balance that. And if we continue it --
7 if we were to continue it, that would push us to
8 November for the election. Is that right?

9 JOHN NIBBELIN: It would. To be clear,
10 in order to make the March election date, the
11 board has to adopt the ordinance prior to
12 December 6, 2024, which is the election minus 88-
13 days' deadline.

14 SUPERVISOR RAY MUELLER: But we could
15 -- if it was passed today, we could take it off.
16 We could at a later date decide -- the board
17 could meet and decide, well, we're going to go
18 ahead and take the charter amendment off.

19 JOHN NIBBELIN: The board would have
20 actually until December 11th to take the matter
21 off to be clear, which is E minus -- election
22 minus 83 days. These are dates and deadlines
23 that are set forth in the election code.

24 SUPERVISOR RAY MUELLER: So if Sheriff
25 Corpus wanted to come to our next meeting on

1 December 10th and make her case, why we could
2 take this off while represented by counsel and
3 testify to us and present whatever evidence she
4 wanted to, the board could take it under
5 advisement at that time whether or not they
6 wanted to go ahead and pull the charter amendment
7 off the election. Isn't that correct?

8 JOHN NIBBELIN: I think that's correct.
9 There's some things we'd have to do to make sure
10 the agenda notice that is a possibility. But
11 yes.

12 SUPERVISOR RAY MUELLER: Okay. Well,
13 so again, I want to, through the chair, extend
14 the invitation to Sheriff Corpus to come to our
15 next meeting and talk to us. Because we can take
16 this off, take this item off if it's passed
17 today.

18 MAN 1: (Indiscernible).

19 SUPERVISOR DAVE PINE: No, that's not
20 proper at this time.

21 SUPERVISOR RAY MUELLER: So let's go --
22 with that, I'm -- I don't have any further
23 comments.

24 SUPERVISOR DAVE PINE: Supervisor
25 Corzo?

1 SUPERVISOR NOELIA CORZO: Thank you,
2 Supervisor Pine. So I want to share that our
3 board is advised. We have two lawyers on our
4 board. We have a team of lawyers who knows the
5 law, respects it, follows it, understands it.
6 And we have been presented with the options that
7 our board has for moving forward. That is what
8 has led us to this place.

9 That vote that we're going to take is
10 one that this board has carefully considered and
11 we'll shortly find out what that is. But at the
12 core of this issue is the reality that our
13 current sheriff does not understand, follow, or
14 respect not just county policy, but basic ethics
15 and -- around conflict of -- conflicts of
16 interest and much more. And for anyone who has
17 not taken a chance to review the report, please
18 do so. You know, to state that there is not
19 evidence in this report is just factually
20 incorrect.

21 And I want to share something on more
22 of a personal level because I was a supporter of
23 the sheriff. And it wasn't until I really
24 understood what the allegations were, who made
25 them, how they were sustained that I chose to

1 pull back that support. And you know, there were
2 signs. And even, you know, as recently as this
3 summer, I want to share that I had a conversation
4 with the sheriff. And in that conversation, the
5 sheriff admitted to me that Victor Aellne, who is
6 really at the core of the allegations in this
7 report, had lied to me about a statement that she
8 had allegedly made.

9 And her admitting that to me is part of
10 my decision making here because it is very clear
11 to me that she is incapable of holding Victor
12 Aellne accountable or putting anyone else's
13 interests before his and ultimately hers. And
14 that to me is a mentality that is completely
15 unbecoming of a leader who needs to make sound
16 decisions in the sheriff's office who is
17 ultimately responsible for public safety in our
18 entire county.

19 Again, votes of no confidence by every
20 level of the sheriff's office. The day that we
21 released this report, for anyone who's kind of
22 new to the situation, the sheriff arrested the
23 union president of the Deputy Sheriff's
24 Association, who was a former long supporter of
25 hers. And shortly thereafter, we saw her new

1 assistant sheriff and a captain quit because of
2 their involvement in that arrest.

3 There are investigations still
4 happening right now around all of these matters.
5 And those will ultimately, you know, be presented
6 to the community as well. But I just -- I want
7 people to understand that these are not decisions
8 that we have come to lightly. And we have to do
9 what's right for this community even when it's
10 hard, even when we have members of the public
11 come and directly attack us and say whatever they
12 want to say because it's their right. That's
13 their First Amendment right, and we respect those
14 rights here.

15 I want to urge my colleagues here to
16 support the second reading of this ordinance and
17 the resolution before us because there are people
18 who feel silenced right now that are county
19 employees. And I have great concern for members
20 of the public who are being impacted by this who
21 do not know how to stand up for themselves or are
22 scared to speak up.

23 My biggest fear if we see this level of
24 dysfunction in our sheriff's office, what does
25 that mean for your everyday resident? What does

1 that mean for people walking down the street and
2 for their rights? We already have a claim
3 against the county for the arrest of the union
4 president. And all of that while the public
5 knows that there -- you know, there was an
6 investigation. There's -- the report has been
7 released.

8 We saw our sheriff on November 13th
9 come into these chambers and not only completely
10 deny everything in the report, but she tried to
11 promote Victor Aellne to a position he's not
12 qualified for right in these chambers. If those
13 are not pclitical theatrics, I don't know what
14 is.

15 We are happy to hear from the sheriff,
16 but I want people to know that I have zero
17 confidence in anything coming out of her mouth
18 being truthful. And saying that about a law
19 enforcement officer is really concerning. And
20 our county is doing everything we can to apply
21 the same level of accountability for everyone.

22 But ultimately, again, I just want to
23 come back to -- I want to urge our board to pass
24 this second reading and this resolution. It's
25 the right thing to do. We cannot wait for an

1 emergency to happen in our community and the
2 dysfunction that the sheriff's office to make
3 that even worse. We have to act now. We have to
4 be proactive.

5 And let me just say for the people
6 working at the sheriff's office, this is far too
7 late already. They have already been harmed over
8 time. And many of those complainants are women,
9 are women of color, and we need to be their
10 voice, and we need to protect them, and we need
11 to do what is right for our community. So with
12 that, I -- unless anyone wants to share
13 additional comments, I motion to approve -- oh,
14 sorry. Go ahead, Supervisor --

15 SUPERVISOR DAVE PINE: We do have
16 Supervisor Slocum has --

17 SUPERVISOR NOELIA CORZO: President
18 Slocum?

19 SUPERVISOR DAVE PINE: -- raised his
20 hand.

21 SUPERVISOR WARREN SLOCUM: Thank you,
22 Mr. Pine. I'm just curious through the chair and
23 directed toward county attorney. Could we --
24 does it make any sense to formally invite the
25 sheriff to join us on December 10th with her

1 counsel, excuse me, to offer whatever testimony
2 she would like in response to this matter? And
3 the reason for that is I understand that we would
4 have until December 11th to remove the proposed
5 ballot measure.

6 SUPERVISOR RAY MUELLER: I would --
7 Supervisor Slocum, thank you. That was also what
8 I had brought forward, and I'd like to second
9 that. But I'd like to add one caveat. Sworn
10 testimony. And I anticipate that in making that
11 request for the 10th to provide sworn testimony
12 the response we may get will be, well, there's
13 certain things we don't have yet or -- but there
14 are 14 different allegations in that
15 investigation.

16 And I would welcome sworn testimony on
17 any of those 14 allegations. Some of those
18 having to do with her -- specifically with her
19 relationship with Mr. Aellne, some having to do
20 with text messages. These are items that frankly
21 her to -- her coming in and just providing sworn
22 testimony regarding should be -- just come tell
23 us what happened.

24 There's allegations here in the
25 complaint. Tell us in your own words what

1 happened under sworn testimony before us on the
2 10th before we decide to move forward. So I
3 don't know if she'll want to provide testimony
4 with respect to all 14 allegations, but I'd like
5 to know which ones she is prepared to provide to
6 us on December 10th.

7 SUPERVISOR WARREN SLOCUM: And Mr.
8 Counsel, do we -- would there have to be an
9 amended motion to cover what the supervisor just
10 went through?

11 JOHN NIBBELIN: I think that the
12 board's got the discretion either through a
13 motion or an amended motion to invite the sheriff
14 under whatever terms the board cares to, whether
15 it's sworn, non-sworn testimony. That's totally
16 within the board's discretion.

17 And you know, however the board wants
18 to sort of frame the invitation, I think it's
19 within their discretion. It could be a motion to
20 issue that invitation. It could be direction to
21 have that invitation transmitted. You know,
22 there are a number of ways that that could be
23 done. And so yes, absolutely, that would be
24 within the board's discretion again whether it's
25 sworn or non-sworn testimony. You know, it's --

1 again, the board's discretion.

2 Would note that, again, you know, the
3 -- in the -- you know, in -- additionally, I mean
4 the board is aware and the sheriff's aware that
5 this office, the Office of the County Attorney,
6 does represent the sheriff's office. There are
7 processes for the sheriff to request separate
8 counsel when separate -- when the sheriff
9 believes that there's a conflict that would
10 prevent our office from representing both the
11 board and the sheriff.

12 And if the sheriff wanted to show up
13 with different representation, that's up to --
14 that would of course be up to the sheriff. But
15 recognize again that the Office of the County
16 Attorney in the ordinary course represents the
17 sheriff unless separate counsel's been appointed,
18 and there's a process dictated in the government
19 code for doing that. So I just wanted to flag
20 that issue as well.

21 SUPERVISOR RAY MUELLER: I --

22 SUPERVISOR WARREN SLOCUM: Well -- go
23 ahead.

24 SUPERVISOR RAY MUELLER: I'm sorry,
25 Warren. I didn't mean to interrupt you.

1 SUPERVISOR WARREN SLOCUM: No, go
2 ahead. I was just prepared to make a motion to
3 have the subcommittee -- I guess it would be a
4 subcommittæ, invite the sheriff to come and
5 provide sworn testimony to whatever allegations
6 she would like to speak to. And she's welcome to
7 bring her attorney -- attorneys.

8 SUPERVISOR NOELIA CORZO: Sorry. I
9 just want to get clarity on -- I feel like we
10 have a couple -- well, that's the motion, but we
11 have to vote on the matter before us as well. Do
12 you want to add that to your motion, President
13 Slocum?

14 SUPERVISOR WARREN SLOCUM: I just --

15 SUPERVISOR DAVE PINE: I think it's two
16 separate motions.

17 SUPERVISOR WARREN SLOCUM: Yeah. I
18 wanted to bifurcate it. One is the invitation
19 and two is the ballot -- proposed ballot measure.

20 SUPERVISOR RAY MUELLER: So we could
21 just take care of the second one first and then
22 go back to yours. So I'll second Supervisor
23 Slocum's mction.

24 JOHN NIBBELIN: Okay. Just to be clear
25 for the record, the motion is that an invitation

1 -- that the subcommittee -- and I want to be
2 clear who is the subcommittee that we're
3 referring at that point, Supervisor Slocum?

4 SUPERVISOR WARREN SLOCUM: I think it
5 would be Supervisor Mueller and Supervisor Corzo.

6 JOHN NIBBELIN: Thank you.

7 SUPERVISOR RAY MUELLER: May I make one
8 amendment to your motion, Supervisor Slocum?
9 Sworn testimony and then questions and answers
10 with the board so there's dialogue within the
11 invitation.

12 SUPERVISOR WARREN SLOCUM: Sure.
13 That's acceptable.

14 JOHN NIBBELIN: And again, the -- I
15 want to note just as a matter of record that the
16 board of supervisors has not authorized separate
17 counsel for the sheriff. The sheriff does have
18 -- as has been noted, there are individuals here
19 today who have identified themselves as counsel
20 for the sheriff.

21 But the board of supervisors have not
22 itself appointed separate counsel or agreed to
23 appoint separate counsel for the sheriff. But if
24 the -- again, the invitation is the sheriff can
25 bring whom she wants as representation. I want

1 that clear as well.

2 SUPERVISOR RAY MUELLER: It is, but I
3 want to clarify for the public what you mean by
4 that. The board has not authorized -- or I guess
5 you haven't reached the conclusion to ask us to
6 pay for separate counsel. She's -- and that's
7 what the term "authorized" means. She's welcome
8 to hire whomever she wants to be her counsel.
9 The board's not prohibiting that. And it appears
10 that there is counsel here today representing
11 her.

12 JOHN NIBBELIN: That's what I'm trying
13 to make clear.

14 SUPERVISOR RAY MUELLER: Okay.

15 JOHN NIBBELIN: Again, there's a
16 process in the government code for the county to
17 fund separate counsel. That has not yet
18 occurred.

19 SUPERVISOR RAY MUELLER: Okay.

20 SUPERVISOR NOELIA CORZO: Can I just
21 add a clarification on that note? The board has
22 not made a decision on that because there hasn't
23 been a clearly defined specific issue that has
24 been articulated in a request. It can't just be
25 a general broad request for anything. It has to

1 be about a specific issue.

2 JOHN NIBBELIN: That's our reading of
3 the law. That's true, yes. But that -- but
4 again, I think I have the motion then. It's an
5 -- the subcommittee would issue invitation to the
6 sheriff to provide sworn testimony before the
7 board meeting -- before the board at its meeting
8 of December 10th with representation of her
9 choice if she chooses to bring representation
10 with a provision that it would be a question-and-
11 answer component to that as well.

12 SUPERVISOR RAY MUELLER: Okay. I'll
13 second that motion.

14 SUPERVISOR DAVE PINE: That's a motion
15 made by Supervisor Slocum and seconded by
16 Supervisor Mueller.

17 SUKHAMANI PUERWAL: I'll take the roll
18 call. Supervisor Pine?

19 SUPERVISOR DAVE PINE: Yes.

20 SUKHAMANI PUERWAL: Thank you.
21 Supervisor Corzo?

22 SUPERVISOR NOELIA CORZO: I want to
23 share that, before I cast my vote, I'm again
24 extremely concerned that, even under oath, our
25 sheriff will use this as a platform to continue

1 to lie. So I'm going to abstain on this one.
2 SUPERVISOR DAVE PINE: Thank you.
3 Supervisor Mueller?
4 SUPERVISOR RAY MUELLER: Yes.
5 SUPERVISOR DAVE PINE: Supervisor
6 Slocum?
7 SUPERVISOR WARREN SLOCUM: Yes.
8 SUPERVISOR DAVE PINE: Thank you.
9 Motion passes with Supervisor Corzo abstaining.
10 All right. We should move back to the matter at
11 hand. Supervisor Corzo --
12 SUKHAMANI PUERWAL: Did Supervisor Pine
13 vote?
14 SUPERVISOR DAVE PINE: Yes, I did.
15 SUKHAMANI PUERWAL: Okay. I'm sorry,
16 Supervisor Pine.
17 SUPERVISOR DAVE PINE: Did you have a
18 motion?
19 SUPERVISOR NOELIA CORZO: Yes. I move
20 to pass the second reading of the proposed
21 ordinance and the resolution before us.
22 JOHN NIBBELIN: So the motion, again,
23 to adopt the ordinance and --
24 SUPERVISOR NOELIA CORZO: Adopt the
25 ordinance and approve the resolution.

1 JOHN NIBBELIN: Thank you.
2 SUPERVISOR NOELIA CORZO: Thank you.
3 SUPERVISOR RAY MUELLER: I'll second
4 it.
5 SUPERVISOR DAVE PINE: Sure.
6 SUKHAMANI PUERWAL: I'll take the roll
7 call. Supervisor Pine?
8 SUPERVISOR DAVE PINE: Yes.
9 SUKHAMANI PUERWAL: Thank you.
10 Supervisor Corzo?
11 SUPERVISOR NOELIA CORZO: Yes.
12 SUKHAMANI PUERWAL: Supervisor Mueller?
13 SUPERVISOR RAY MUELLER: Yes.
14 SUKHAMANI PUERWAL: And Supervisor
15 Slocum?
16 SUPERVISOR WARREN SLOCUM: Yes.
17 SUKHAMANI PUERWAL: Thank you. Motion
18 passes with Supervisor Canepa being absent.
19 SUPERVISOR DAVE PINE: All right. That
20 concludes this item. Thank you, everyone.
21 (End of requested portion)

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Exhibit D

Ex Parte125

ORDINANCE NO. 4899

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

* * * * *

AN ORDINANCE CALLING FOR A SPECIAL ELECTION TO BE HELD ON MARCH 4, 2025 THROUGHOUT THE COUNTY OF SAN MATEO FOR THE PURPOSE OF VOTING UPON AN AMENDMENT TO THE SAN MATEO COUNTY CHARTER GRANTING THE BOARD OF SUPERVISORS THE AUTHORITY UNTIL DECEMBER 31, 2028 TO REMOVE AN ELECTED SHERIFF FOR CAUSE, BY A FOUR-FIFTHS VOTE OF THE BOARD OF SUPERVISORS, AFTER WRITTEN NOTICE AND AN OPPORTUNITY TO BE HEARD, PROCLAIMING SAID SPECIAL LOCAL COUNTYWIDE ELECTION PURSUANT TO ELECTIONS CODE SECTION 12001, AND REQUESTING THAT THE ELECTION BE CONSOLIDATED WITH ANY AND ALL OTHER ELECTIONS TO BE HELD ON MARCH 4, 2025

The Board of Supervisors of the County of San Mateo, State of California,
ORDAINS as follows:

WHEREAS, the County of San Mateo is one of 14 charter counties in California and has adopted the San Mateo County Charter ("Charter"), which was originally ratified by San Mateo County voters in 1932; and

WHEREAS, under the Charter, the Board of Supervisors ("Board") is the governing body of the County and, in that capacity, has all the powers and duties vested in it by the California Constitution, California general law, and the Charter, including, without limitation, the responsibility to supervise the official conduct of all County officers and employees to ensure they faithfully discharge their duties; and

WHEREAS, the Board does not currently have the authority to remove an elected Sheriff, even in cases where the Sheriff engages in such wrongdoing as the violation of laws relating to their duties, flagrant or repeated neglect of their duties, misappropriation of County funds or property, willful falsification of official statements or

Ex Parte 126

documents, and/or obstruction of an official investigation into the conduct of the Sheriff and/or the San Mateo County Sheriff's Office; and

WHEREAS, under the law, a Charter amendment may be proposed by the Board for approval by the voters of San Mateo County at a special election to occur on the next established election date (Cal. Const. Art. 11, § 3; Gov. Code, §§ 23720, 23722; Elec. Code, § 1000); and

WHEREAS, the Board deems it necessary and essential to submit to the qualified voters of San Mateo County the question of a proposed amendment to the Charter which, if approved, would grant the Board authority to remove an elected Sheriff from office, for cause, with a four-fifths vote, after written notice and an opportunity to be heard ("Measure"), at a special election to be held on March 4, 2025, the next established election date under the law.

SECTION 1. CALL OF ELECTION AND PURPOSE.

A special election on the Measure is hereby called, proclaimed, and ordered to be held on March 4, 2025 for the purpose of voting upon a proposed amendment to the Charter.

SECTION 2. FORM OF BALLOT QUESTION

The form of the ballot question for the Measure as it is to appear on the ballot is as follows:

COUNTY CHARTER AMENDMENT

Shall the measure amending the San Mateo County Charter to grant the Board of Supervisors authority until December 31, 2028 to remove an elected Sheriff from office for cause, including for violation of law related to a Sheriff's duties, flagrant or repeated neglect of duties, misappropriation of public funds, willful falsification of documents, or obstructing an investigation, by a four-fifths vote of the Board of Supervisors, after written notice and an opportunity to be heard, be adopted?

YES _____

NO _____

SECTION 3. THE MEASURE.

A. The Measure, if approved by voters, would add Section 412.5 to Article IV of the Charter, to read as follows:

412.5. Removal of Elected Sheriff for Cause

- a. The Board of Supervisors may remove a Sheriff from office for cause, by a four-fifths vote, after a Sheriff has been:
 - (1) Served with a written statement of alleged grounds for removal; and
 - (2) Provided a reasonable opportunity to be heard regarding any explanation or defense.
- b. For the purposes of this Section 412.5, "cause" shall mean any of the following:
 - (1) Violation of any law related to the performance of a Sheriff's duties; or

- (2) Flagrant or repeated neglect of a Sheriff's duties as defined by law; or
 - (3) Misappropriation of public funds or property as defined in California law; or
 - (4) Wilful falsification of a relevant official statement or document; or
 - (5) Obstruction, as defined in federal, State, or local law applicable to a Sheriff, of any investigation into the conduct of a Sheriff and/or the San Mateo County Sheriff's Department by any government agency (including the County of San Mateo), office, or commission with jurisdiction to conduct such investigation.
- c. The Board of Supervisors may provide for procedures by which a removal proceeding pursuant to this Section 412.5 shall be conducted.
 - d. This Section 412.5 shall not be applied to interfere with the independent and constitutionally and statutorily designated investigative function of a Sheriff.
 - e. This Section 412.5 shall sunset and be of no further force and effect as of December 31, 2028 unless extended by voters of San Mateo County.

B. The Measure will become effective only if submitted to the voters at the Countywide special election on March 4, 2025, and only after approval by a majority (i.e., 50% + 1) of the qualified voters voting in the special election on the Measure.

C. If the Measure passes, the Charter amendment proposed by the Measure will take effect as provided for in Government Code Sections 23713 and 23714.

SECTION 4. LEGAL EFFECT OF INOPERATIVE PROVISIONS.

In the event that the amendment to the Charter contained in the Measure is rendered inoperative because of the actions of any court, legislative, or other body, or

for any other reason, the provisions of the Charter in effect on March 4, 2025 will remain in full force and effect.

SECTION 5. LEGAL EFFECT OF INVALID PROVISIONS.

If any section, subsection, subdivision, paragraph, sentence, clause, phrase, or word of the Measure is for any reason held to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or words of Section 412.5 of Article IV of the Charter. The voters of San Mateo County declare that they would have independently adopted each and every section, subsection, subdivision, paragraph, sentence, clause, phrase, or word of the Measure not declared invalid or unenforceable, without regard to whether any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, phrases, or words of Section 412.5 of Article IV of the Charter is declared invalid or unenforceable.

SECTION 6. PROCLAMATION.

Pursuant to Elections Code Section 12001, the Board of Supervisors hereby proclaims that a special Countywide election will be held on Tuesday, March 4, 2025, to vote upon the Charter amendment described herein by the Measure.

SECTION 7. CONSOLIDATION AND ELECTION PROCEDURES.

A. The special election on the Measure will be consolidated with any and all other elections to be held on March 4, 2025.

B. All qualified voters in San Mateo County shall be permitted to vote in the special election on the Measure.

C. (1) Pursuant to Government Code Section 23731, the special election on the Measure shall be held and conducted, the returns canvassed, and the result declared in the same manner as provided by law for general elections.

(2) The special election on the Measure will be held on March 4, 2025, from the hour of 7:00 a.m. to the hour of 8:00 p.m., during which period of time the polls will remain continuously open. At 8:00 p.m., the polls will be closed except as provided in Elections Code Section 14401.

(3) Pursuant to Government Code Section 23731, the County's Chief Elections Officer shall prepare and mail to each eligible voter in San Mateo County a sample ballot and a voter's pamphlet containing the complete text of the Measure, which text shall include the recitals (i.e., "WHEREAS" clauses) and Sections 1 through 5, above.

D. The Board of Supervisors hereby permits the County's Chief Elections Officer to render all services specified by Elections Code Section 10418 relating to the special election on the Measure, to include the publication of notices of election and the mailing of the sample ballot. The County will pay for all such services performed by the County's Chief Elections Officer related to the special election on the Measure.

E. The Board of Supervisors hereby requests that the County's Chief Elections Officer, and/or designee(s), take all actions which are necessary or appropriate in connection with the special election on the Measure, including, but not limited to, printing and mailing sample ballots, arguments, and applications for absentee ballots, canvassing election returns, and certifying the results of the election to the

Board of Supervisors. The County Attorney's Office shall prepare the impartial analysis of the Measure.

F. The Clerk of the Board is hereby authorized and directed to deliver a copy of this Ordinance to the County's Chief Elections Officer, or other appropriate elections officials of San Mateo County, no later than 88 days prior to the special election on the Measure, and to give notice of the special election on the Measure by causing the County's Registration & Elections Division to publish the text of the Measure and other items, not later than 15 days before the date of the special election.

G. The County's Chief Elections Officer shall designate the polling places and provide election officers at the special election on the Measure in accordance with applicable election laws of the State of California.

H. The members of the Board of Supervisors are hereby authorized, but not directed, to prepare and file with the County's Registration & Elections Division, a ballot argument in favor of the Measure within the time established by County's Registration & Elections Division.

SECTION 8. EFFECTIVE DATE OF ORDINANCE.

Pursuant to Elections Code Section 9141 and Government Code Section 25123, this Ordinance will take effect immediately upon the adoption thereof.

* * * * *

Regularly passed and adopted this 3rd day of December, 2024

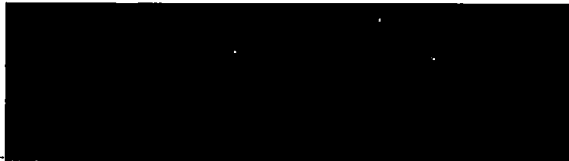
AYES and in favor of said ordinance:

Supervisors: DAVE PINE
NOELIA CORZO
RAY MUELLER
WARREN SLOCUM

NOES and against said ordinance:

Supervisor: NONE

Absent Supervisor: DAVID J. CANEPA



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original ordinance filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Assistant Clerk of the Board of Supervisors

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Exhibit E

Ex Parte134

BOARD OF SUPERVISORS — SHERIFF REMOVAL PROCEDURES

FOREWORD

The County of San Mateo ("the County") is one of 14 charter counties in California. The County adopted its Charter in 1932 after it was ratified by San Mateo County voters. As a charter county, the County has authority under Article II, Section 19 and Article XI, Section 4 of the California Constitution to provide, in its County Charter, removal procedures for an elected Sheriff.

On March 4, 2025, the County held a countywide special election for Measure A to amend the County's Charter to grant the County Board of Supervisors the authority, until December 31, 2028, to remove the elected Sheriff of San Mateo County ("Sheriff"), for cause, by a four-fifths vote of the Board. Measure A passed overwhelmingly and following action by the Board of Supervisors and submission to the Secretary of State is now effective, resulting in Section 412.5 being added to Article IV of the County Charter ("Section 412.5").

Section 412.5 reads, in its entirety, as follows:

- a. The Board of Supervisors may remove a Sheriff from office for cause, by a four-fifths vote, after a Sheriff has been:
 - (1) Served with a written statement of alleged grounds for removal; and
 - (2) Provided a reasonable opportunity to be heard regarding any explanation or defense.
- b. For the purposes of this Section 412.5, "cause" shall mean any of the following:
 - (1) Violation of any law related to the performance of a Sheriff's duties; or
 - (2) Flagrant or repeated neglect of a Sheriff's duties as defined by law; or
 - (3) Misappropriation of public funds or property as defined in California law; or
 - (4) Willful falsification of a relevant official statement or document; or
 - (5) Obstruction, as defined in federal, State, or local law applicable to a Sheriff, of any investigation into the conduct of a Sheriff and/or the San Mateo County Sheriff's Office by any government agency (including the County of San Mateo), office, or commission with jurisdiction to conduct such investigation.
- c. The Board of Supervisors may provide for procedures by which a removal proceeding pursuant to this Section 412.5 shall be conducted.
- d. This Section 412.5 shall not be applied to interfere with the independent and constitutionally and statutorily designated investigative function of a Sheriff.
- e. This Section 412.5 shall sunset and be of no further force and effect as of December 31, 2028 unless extended by voters of San Mateo County.

Pursuant to Section 412.5, subsection (c), the County now establishes by Resolution, the following procedure for removing a Sheriff.

I. Sheriff Removal Procedures and Hearing Timing

1. Removal Procedures Initiation

(A) In order to initiate the Sheriff Removal Procedures (“Sheriff Removal Procedures”), the Board of Supervisors (“the Board”) must approve, by at least a four-fifths vote of its members, the issuance of a written Notice of Intent to Remove the Sheriff (“Notice of Intent”).

2. Content and Service of Notice of Intent to Remove

(A) Once the Board has initiated the Sheriff Removal Procedures, it must cause to be provided to the Sheriff’s official work email address the Notice of Intent, that was approved by at least a four-fifths vote of the Board, which shall constitute adequate notice that the Board has initiated the removal process.

(B) The Notice of Intent shall include all of the following:

- (1) A statement that the Board has initiated the Sheriff Removal Procedures;
- (2) A statement of the alleged grounds supporting the Sheriff’s Removal; and
- (3) A statement that upon receipt of the Notice of Intent, the Sheriff shall have five (5) calendar days³ to appear at the Pre-Removal Conference on the date identified in the Notice.

3. Pre-Removal Conference

(A) Upon receipt of the Notice of Intent, the Sheriff shall have five (5) calendar days to appear at a Pre-Removal Conference – that the Chief Probation Officer of San Mateo County will preside over – for an opportunity to respond to the allegations against the Sheriff in support of the Sheriff’s removal (“Pre-Removal Conference”). The Sheriff’s failure to appear at the Pre-Removal Conference will be deemed a waiver of the right to a Removal Hearing. In the event the Chief Probation Officer is unable to preside over the Pre-Removal Conference, the County Coroner shall preside over the Pre-Removal Conference. If neither the Chief Probation Officer nor the Coroner is able to preside over the Pre-Removal Conference, the President of the Board of Supervisors will designate an alternate to preside over the Pre-Removal Conference.

(B) The Pre-Removal Conference will be recorded, unless either the Sheriff or the County (each a “Party,” collectively “the Parties”) objects to it being recorded.

(C) The individual presiding over the Pre-Removal Conference shall consider the information presented at the Pre-Removal Conference and issue a recommendation, in writing, to the Board regarding whether to remove the Sheriff.

(D) Upon receipt of the recommendation from the Pre-Removal Conference, the Board shall, as soon as practicable thereafter, render its decision (subject to an appeal via Removal Hearing, as set forth below) to either sustain or reject the recommendation. After review and

³ All references to days contained herein are for calendar days, unless specified otherwise.

consideration of the recommendation, the Board must obtain at least a four-fifths vote to remove the Sheriff (subject to an appeal via Removal Hearing). After rendering its decision, the Board shall direct staff to provide to the Sheriff, in writing, the Board's "Final Notice of Decision."

4. Final Notice of Decision (Subject to Appeal Via Removal Hearing)

If the Board by a four-fifths vote determines to proceed with removal of the Sheriff, a Final Notice of Decision to remove the Sheriff (subject to appeal via Removal Hearing) shall include all of the following information:

- (1) The specific ground(s) enumerated in Section 412.5 that the Board has determined constitutes the ground(s) to remove the Sheriff;
- (2) That the Sheriff shall have the right to appeal the Board's decision and request an appeal hearing ("Removal Hearing") before a Hearing Officer;
- (3) That to exercise the right to appeal and receive a Removal Hearing, the Sheriff must provide written notice to the Assistant Clerk and Deputy Clerk of the Board of Supervisors (presently, Sukhmani Purewal and Sherry Golestan), at spurewal@smcgov.org and sgolestan@smcgov.org, within five (5) days of receiving the Final Notice of Decision; that the Sheriff must include in the request for a Removal Hearing a detailed statement of the facts and grounds for appealing the Final Notice of Decision; and that the Sheriff will be barred from raising any bases for appeal not contained therein;
- (4) That if the Sheriff fails to timely exercise the right to appeal, the Sheriff will be deemed to have waived the right to appeal and the Board's decision will be final and binding;
- (5) That if the Sheriff exercises the right to appeal, the Removal Hearing will be open to the public; unless the Sheriff, within five (5) days of receiving the Final Notice of Decision, formally objects, in the Sheriff's written request for an appeal, to an open hearing and requests a closed hearing; failure to timely object will result in the Removal Hearing being open to the public, and the Sheriff will be deemed to have waived any right to confidentiality that may exist in any documents presented at the open Removal Hearing;
- (6) That the Board will propose to the Sheriff a list of at least three (3) neutral Hearing Officers, with experience in public safety officer disciplinary matters, available to timely preside over the Removal Hearing;
- (7) That at the conclusion of the Removal Hearing, the Hearing Officer will prepare and submit an advisory opinion to the Board; and
- (8) That upon receipt and consideration of the Hearing Officer's advisory opinion, the Board will make the Final Post-Hearing Decision for Removal of the Sheriff, with at least a four-fifths vote required to remove the Sheriff, and the Board's decision will be final and binding.

5. Removal Hearing Request

(A) The Sheriff must submit an appeal/request for a Removal Hearing, in writing, within five (5) days of the Board issuing its Final Notice of Decision, to Sukhmani Purewal at spurewal@smcgov.org, and Sherry Golestan at sgolestan@smcgov.org. The request must contain a detailed statement of the facts and grounds for the appeal; the Sheriff will be barred from raising any bases for appeal not contained therein.

(B) If the Sheriff exercises the right to appeal, the Removal Hearing will be open to the public, unless the Sheriff, within five (5) days of receiving the Final Notice of Decision, formally objects, in the Sheriff's written request for an appeal, to an open Removal Hearing and requests a closed Removal Hearing.

II. Hearing Officer Selection

1. Hearing Officer List

(A) If the Board approves of the Final Notice of Decision to Remove the Sheriff, the Board must thereafter provide to the Sheriff, and to the County, a list of at least (3) neutral Hearing Officers available to preside over the Sheriff's Removal Hearing ("Hearing Officer List").

(B) The Parties will have five (5) days after the Board provides the Hearing Officer List to meet and select a Hearing Officer from the Hearing Officer List. The Parties shall select the Hearing Officer either by mutual agreement or by alternately striking names from the Hearing Officer List until one Hearing Officer remains – wherein the remaining name shall be the Hearing Officer to preside over the Removal Hearing. Failure of the Sheriff to cooperate with the timely scheduling of this selection meeting or any other matter required by these procedures, shall be deemed a waiver of the right to appeal.

(C) On the same day the Parties select the Hearing Officer, they must notify the Assistant County Executive of their Hearing Officer selection. Upon receipt of notice of the Hearing Officer selection, the Assistant County Executive, or their designee, will notify the Hearing Officer of their selection to preside over the Removal Hearing.

III. Removal Hearing

1. Removal Hearing Scheduling

(A) Within five (5) days after the Hearing Officer receives notice of their selection, the Hearing Officer must set the dates and time for the Removal Hearing to proceed. Each Party shall have no more than five (5) full days to present its case at the Removal Hearing. A "full day" shall be at least seven (7) hours of proceedings before the Hearing Officer, not including breaks. The Hearing Officer shall afford each Party an equal amount of time to present its case (through direct and cross examination of witnesses), and the Hearing Officer shall have discretion to limit or grant additional time to either Party, based upon a showing of good cause. The Hearing Officer must schedule the Removal Hearing to be completed within 30 to 60 calendar days of the date they were notified of their selection to serve as the Hearing Officer.²

² The Board may make an exception to this rule in the event of unavailability of the selected Hearing Officer. However, it is the stated interest of the Board that any Removal Hearing be completed as quickly

(B) At the Removal Hearing, the County will present its case-in-chief first, and the Sheriff will present their case-in-chief second. Since the County bears the burden of proof, the County may reserve time after the Sheriff's case-in-chief for rebuttal.

2. The Removal Hearing

(A) At the Removal Hearing the Parties shall be entitled to:

- (1) Be represented by counsel or by a representative of their choice;
- (2) Submit an optional pre-hearing written brief at least five (5) days before the first day of the Removal Hearing;
- (3) Be permitted to make opening and closing statements;
- (4) Offer testimony under oath or affirmation;
- (5) Subpoena material witnesses on their behalf;
- (6) Cross-examine all witnesses appearing against them;
- (7) Impeach any material witness before the Hearing Officer; and
- (8) Present such relevant exhibits and other evidence as the Hearing Officer deems pertinent to the matter then before them, subject to the authority of the Hearing Officer to exclude irrelevant or cumulative evidence. The Hearing Officer shall also have the authority to issue a protective order as to any documents, testimony, or other evidence, as necessary to protect the privacy rights of third parties or to address any other issues of confidentiality or privilege that arise during the Removal Hearing. Use of these proceedings, including the discovery process, for the purpose of harassment, undue delay, or for any other improper purpose will not be permitted, and may result in discovery sanctions/remedies being imposed by the Hearing Officer.

(B) The Sheriff shall personally appear for each day of the Removal Hearing. The County may either call the Sheriff to testify in its case-in-chief as an adverse witness, or may reserve its right to call the Sheriff at a later time in the proceeding. In the event the Sheriff refuses to testify, or otherwise becomes unavailable, the Hearing Officer shall have discretion to draw an adverse inference against the Sheriff, or to dismiss the Sheriff's appeal altogether. The Hearing Officer shall also have discretion to consent to the absence of the Sheriff upon a showing of good cause. An unexcused absence of the Sheriff, whose presence is required at the Removal Hearing, may be deemed a withdrawal of the Sheriff's appeal.

(C) The Removal Hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which hearing officers are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might impact the admissibility of such evidence over objection in civil actions. Hearsay evidence may be admitted

and efficiently as possible to ensure that the operations of the Sheriff's Office, and its service to the citizens of the County, are not impacted through protracted proceedings.

for any purpose, but shall not be sufficient, in itself, to support a material finding unless it would be admissible over objection in civil actions or if it is independently corroborated by reliable and credible evidence admitted during the Removal Hearing. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant or cumulative evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

(D) The Removal Hearing shall be electronically recorded or conducted with a stenographic reporter. The Parties may obtain a recording or transcript of the Removal Hearing by making independent arrangements with the recorder or reporter for the preparation thereof. The County shall bear the cost of the Hearing Officer.

(E) The Hearing Officer shall have discretion and authority to control the conduct of the Parties and any person present at the Removal Hearing. The Hearing Officer shall have the right to sequester from the Removal Hearing any witness(es) who has/have not yet provided testimony, and remove any person who the Hearing Officer finds to be unruly or who attempts to interfere with the Removal Hearing.

(F) At the conclusion of the evidentiary portion of the hearing, the Parties will be permitted to present oral closing arguments to the Hearing Officer. As the County bears the burden of proof, it will present its closing argument first, followed by the Sheriff, with the County permitted to reserve time for rebuttal, if it so chooses. The Hearing Officer shall have discretion to place time limits on closing arguments. The Parties may, but will not be required, to submit closing written briefs, due within fourteen (14) days of the conclusion of the Removal Hearing.³ No extensions of time to submit the optional closing written briefs will be permitted.

3. Advisory Opinion of the Hearing Officer

(A) Once the Removal Hearing concludes, the Hearing Officer will have forty-five (45) days to submit a written advisory opinion to the Board.

(B) The Hearing Officer's advisory opinion shall:

(1) Employ the "preponderance of the evidence" standard of proof over the evidence presented;

(2) Analyze and issue an advisory opinion as to whether the County had cause, as defined in Section 412.5 of the County Charter, to remove the Sheriff; and

(3) Include findings of fact and a proposed advisory opinion to the Board, limited to the statement of the issue of whether the County had cause, under Section 412.5, to remove the Sheriff

³ The Parties may rely on caily or rough transcripts of the proceedings in preparing the optional supplemental closing written briefs.

IV. Board of Supervisors Final Decision After Removal Hearing

1. Board of Supervisors Review Period

(A) The Board will have up to 30 days from the date of receipt of the Hearing Officer's advisory opinion to independently review the Hearing Officer's advisory opinion and the administrative record.

2. Board of Supervisors Vote – Final Post-Hearing Decision

(A) At a Board meeting following receipt and review of the Hearing Officer's advisory opinion, the Board must vote on whether, by a preponderance of the evidence, there was "cause," as defined Section 412.5, to remove the Sheriff.

(B) The Board shall have the authority to remove the Sheriff for cause only if it obtains at least a four-fifths vote in support of removal.

(C) Upon the Board obtaining at least a four-fifths vote to remove the Sheriff for cause, the Board will cause to be prepared the Board's Final Decision After Removal Hearing, in writing, wherein the Board will provide its rationale in support of its vote. The Board will review and approve the Final Decision After Removal Hearing at a Board meeting, making the Sheriff's removal effective immediately and final. The Final Decision After Removal Hearing shall be served on the Sheriff by mail to the Sheriff's last known home address of record.

V. Post-Removal Procedures

Should the Board, by at least a four-fifths vote, agree to remove the Sheriff for cause, the Board will proceed pursuant to County Charter section 415 (as amended in 2010) to fill the vacancy created by the Sheriff's removal.

VI. Discovery and Other Rules Governing the Removal Hearing

1. Scope of Discovery

(A) In general, discovery shall be very limited in scope and permitted only if it is relevant, material, and directly pertains to the specific allegation(s), charge(s), or complaint(s) contained in the Notice of Intent to Remove. Discovery shall be permitted only as specifically allowed in this Section VI.

(B) Discovery shall be reciprocal between the Parties.

(C) All discovery requests must be narrowly tailored to avoid unreasonable burden, harassment, remoteness, or the production of irrelevant or cumulative evidence.

(1) Voluminous discovery requests are generally disfavored and should not be granted.

(2) Abuse of the discovery process for the purpose of harassment is prohibited.

(3) The Hearing Officer has discretion to sanction either Party for abuse of the discovery process.

2. Initial Exchange of Exhibits

(A) Within five (5) days after the Hearing Officer is appointed, the Parties must exchange all exhibits (other than those that will be used for impeachment or rebuttal evidence) they intend to offer or introduce at the Removal Hearing.

3. Limited Additional Discovery

(A) Within five (5) days after the initial exchange of exhibits, a Party may request additional written discovery, limited in scope and to requests for production of documents, and only for relevant and material evidence. However, because the Parties must exchange all exhibits they intend to offer or introduce at the Removal Hearing, document requests will be deemed presumptively in violation of Section VI.1(C), above, and may only be permitted at the discretion of the Hearing Officer upon a showing of good cause pursuant to the dispute process provided in subsection (B), below. No depositions, requests for admission, interrogatories, or other type(s) of discovery shall be permitted and all testimony must be offered live before the Hearing Officer.

(B) If a dispute arises:

(1) The Parties must meet and confer, in good faith, within five (5) days of the discovery response date to attempt resolution.

(2) If any dispute remains unresolved at the conclusion of the five (5) day meet-and-confer period, the Parties must each submit the outstanding discovery issues in writing to the Hearing Officer by end of the following business day. Failure to timely submit discovery disputes to the Hearing Officer are sufficient grounds for rejection of the request. After reviewing the submission(s) of the Parties, the Hearing Officer shall issue a written ruling to the Parties within five (5) days.

(C) The responding Party shall have five (5) days to respond to any Hearing Officer approved document request.

4. Testimony

(A) All testimony must be taken live before the Hearing Officer under oath or affirmation. Declarations or affidavits shall not substitute for live testimony and cross-examination.

(B) If good cause is shown for the unavailability of a witness to appear in-person, including that the witness does not reside in California, the Hearing Officer, at their discretion, may choose to receive live testimony remotely or by video conference.⁴

5. Subpoenas

(A) A Party may request the Hearing Officer to issue administrative subpoenas, limited in scope to compel the appearance of witnesses only, and whose testimony is relevant and material to the allegation(s), charge(s), or complaint(s) in the Notice of Intent to Remove. Requests for administrative subpoenas shall be made concurrently with the initial exhibit disclosures as

⁴ The Hearing Officer may opt to preside by videoconference.

identified in section VI.2 above, and shall be subject to the same meet and confer obligations and deadlines contained in section VI.3(B) above.

6. Relevance and Admissibility

(A) The Hearing Officer shall have discretion and authority to resolve any evidentiary issues or disputes before and during the Removal Hearing, and to take any action or ruling to ensure a fair, impartial, and efficient hearing in accordance with due process.

7. Exhibits and Witness Lists

(A) Each Party shall serve, on all Parties and the Hearing Officer, a written numbered list of exhibits (exchanged pursuant to section VI.2, above) and witnesses, including expert witnesses, at least five (5) days before the first day of the Removal Hearing. This requirement does not apply to impeachment or rebuttal exhibits or witnesses.

(B) Each Party shall serve, at least two (2) days before the first day of the Removal Hearing, exhibit binders on all Parties and the Hearing Officer, in accordance with the format or form set by the Hearing Officer.

(C) The Hearing Officer shall have discretion to exclude any exhibit or witness that was not included in the submitted exhibit binders or not disclosed in accordance with the applicable deadlines set forth above in VI.7(A), (B). This remedy does not apply to impeachment or rebuttal evidence.

(D) The Parties are encouraged to meet and confer in advance of the Removal Hearing date and to stipulate to exhibits or witness lists, as well as the admissibility of any exhibits and testimony prior to the commencement of the Removal Hearing.

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Exhibit F

Ex Parte144



COUNTY OF SAN MATEO

OFFICE OF THE COUNTY ATTORNEY

500 COUNTY CENTER, 4TH FLOOR • REDWOOD CITY, CA 94063-1664

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COUNTY ATTORNEY

JOHN D. NIBBELIN

June 2, 2025

Please respond to: (650) 363-4757

Via Email (ccorpus@smcgov.org; tmazzucco@mpbf.com)

Sheriff Christina Corpus
c/o Thomas Mazzucco, Esc.
Murphy Pearson Bradley & Feeney
550 California Street, 14th Fl.
San Francisco, CA 94104

Dear Mr. Mazzucco:

I write to forward you a copy of the Proposed Notice of Intent to Remove Sheriff Christina Corpus for Cause pursuant to Section 412.5 of the San Mateo County Charter (NOI) that has been prepared by the law firm of Keeker Van Nest & Peters. A copy of the Proposed NOI, with exhibits, is included as **Enclosure A**.

The Proposed NOI being complete, I am working with the Clerk of the Board of Supervisors to notice a special meeting of the Board of Supervisors at 1:00 p.m. on Thursday, June 5, 2025, at which time the Board will have the opportunity to consider whether to approve issuance of the NOI and initiate removal proceedings against the Sheriff.

I further inform you that the County intends to release to the public the contents of the NOI on the morning of June 5, 2025 ahead of the meeting at which the Board of Supervisors will consider the NOI. Also included with this letter as **Enclosure B** is a copy of the Proposed NOI with the redactions of confidential third-party peace officer personnel records that we intend to make to the version of the document that is made available to the public. (Please also note that the version of the NOI that would be made available to the public **would not include** any of the exhibits referenced in the document.)

I am providing you with a copy of the Proposed NOI concurrently with this letter and prior to the County's anticipated public disclosure. The decision to publicly disclose the Proposed NOI is based upon the County's desire to promote transparency and openness regarding the recommended grounds for removal of the Sheriff as set forth in the Proposed NOI, and is consistent with the Sheriff's public statements expressing a desire to publicly challenge and disprove the allegations against her. Further, while you have previously raised concerns about the confidentiality of third-party peace officer personnel records, those concerns are addressed by the redactions in the public version of the Proposed NOI.

Ex Parte145

Sheriff Christina Corpus
c/o Thomas Mazzucco, Esq.
June 2, 2025
Page 2

In the event that your client objects to the public release of this NOI as redacted in Enclosure B, please let me know by ***no later than 9:00 a.m. on Wednesday, June 4, 2025***. Any objection or other communication regarding this matter should be sent to my attention at jnibbelin@smcgov.org. A failure to timely object will be deemed a waiver of any right to privacy concerning the content of the redacted NOI.

Thank you for your continued attention to this matter.

Very truly yours,

JOHN D. NIBBELIN, COUNTY ATTORNEY

By: 

John D. Nibbelin, County Attorney

Encl. Proposed Notice of Intent to Remove Sheriff Corpus
Redacted copy of Proposed Notice of Intent to Remove Sheriff Corpus

Ex Parte146

ENCLOSURE A

Ex Parte147

**KEKER
VAN NEST
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May 30, 2025

John D. Nibbelin
County Attorney
San Mateo County
500 County Center
Redwood City, CA 94063
jnibbelin@smcgov.org

Re: Sheriff Christina Corpus

Dear Mr. Nibbelin:

The County retained us to investigate whether cause exists to remove Sheriff Christina Corpus from office under Section 412.5 of the San Mateo County Charter. We have conducted an investigation, and we believe that such cause exists.

Enclosed please find a proposed Notice of Intent to remove Sheriff Corpus from office, which includes the grounds supporting the Sheriff's Removal, for the Board of Supervisors' consideration pursuant to Section I of the County's Sheriff Removal Procedures.

Very truly yours,

KEKER, VAN NEST & PETERS LLP



Jan Nielsen Little
Brook Dooley
Travis Silva
Franco Muzzio

JNL:ts

Ex Parte148

[PROPOSED] NOTICE OF INTENT TO REMOVE SHERIFF

Pursuant to Section 412.5 of the San Mateo County Charter and the County's Sheriff Removal Procedures ("Procedures"), the San Mateo County Board of Supervisors has duly approved the issuance of this Notice of Intent to Remove and initiated the Procedures to remove Sheriff Christina Corpus from the office of Sheriff.

The Procedures afford Sheriff Corpus the right to a Pre-Removal Conference within five calendar days from receipt of this Notice of Intent. The Pre-Removal Conference shall take place as follows:

Place: **Human Resources Department**
 500 County Center, 4th Floor
 Redwood City, CA 94063

Date: _____

Time: _____

Under the Procedures, Sheriff Corpus has the right to a Removal Hearing. Failure to appear at the Pre-Removal Conference constitutes waiver of the right to a Removal Hearing. A copy of the Procedures is enclosed.

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GROUND'S IN SUPPORT OF THE SHERIFF'S REMOVAL

Summary of grounds for removal from office

Christina Corpus became the Sheriff of San Mateo County on January 3, 2023, having won a majority of votes cast in the June 7, 2022 election. On March 4, 2025, San Mateo County voters voted to amend the County Charter to add Section 412.5 and grant the Board of Supervisors authority to remove an elected sheriff from office for cause.

Throughout her tenure, Sheriff Corpus has violated laws related to the performance of her duties, flagrantly and repeatedly neglected her duties, and obstructed investigations into her conduct and at the San Mateo County Sheriff's Office ("SMCSO" or "Sheriff's Office"). Accordingly, cause exists under Section 412.5 of the County Charter to remove Sheriff Corpus from office.

First, Sheriff Corpus violated conflict of interest laws and neglected her duties as Sheriff by hiring, promoting, and relying on as her primary aide Victor Aenlle, an unqualified civilian with whom she has a close personal relationship. Sheriff Corpus's Executive Team has been comprised of herself, an undersheriff, assistant sheriffs, and, for a period of time, a civilian "Executive Director of Administration." Sheriff Corpus created the "Executive Director of Administration" position specifically for Mr. Aenlle after she took office. Indeed, the job was not posted, and he was the only applicant.

Mr. Aenlle is not qualified to serve in a leadership role in the SMCSO. He is a real estate broker and operates a private investigation service. He applied to become a full-time deputy with the SMCSO, but he failed to complete the field training program. While he has been a part-time reserve deputy with the SMCSO for many years, he has never been a full-time peace officer, and he has never worked full-time in any capacity, sworn or civilian, within a law enforcement agency. Despite Mr. Aenlle's lack of qualifications—and despite concerns communicated to her about her close personal relationship with Mr. Aenlle—Sheriff Corpus created the "Executive Director of Administration" position for Mr. Aenlle and repeatedly sought promotions and pay increases for him.

Sheriff Corpus enabled unprofessional conduct by Mr. Aenlle, who routinely undermined SMCSO officials and operations throughout his tenure. While under Sheriff Corpus's supervision, he hindered the professional peace officers who comprised the rest of the Sheriff's Executive Team from executing their duties. He impeded internal investigations into alleged deputy misconduct.

County and SMCSO personnel repeatedly brought specific examples of Mr. Aenlle's misconduct to the attention of Sheriff Corpus. Despite knowing about Mr. Aenlle's detrimental effect on SMCSO, Sheriff Corpus persistently sought to promote him and raise his salary. Between January 2023 and November 2024, Sheriff Corpus sought County permission to raise Mr. Aenlle's salary on at least five occasions. In November 2024, after the Board of Supervisors took the extraordinary step of terminating Mr. Aenlle's position and restricting his access to non-public County buildings, Sheriff Corpus announced that she would re-hire Mr. Aenlle as an Assistant Sheriff, even though he failed to meet the minimum qualifications for that position. The County notified the Sheriff that Mr. Aenlle could not be promoted to Assistant Sheriff

because Mr. Aenlle failed to meet the minimum qualifications for the position. In April 2025, after she could not hire him as an assistant sheriff, Sheriff Corpus added Mr. Aenlle to the “active list” of deputies.

Sheriff Corpus’s decision to hire, promote, and seek salary raises for Mr. Aenlle and to ignore multiple warnings about his detrimental effect on the SMCSO, while having a close personal relationship with him, violates California and County conflict-of-interest laws and constitutes repeated and flagrant neglect of her duties as defined by law. These actions constitute cause for removal.

Second, Sheriff Corpus has demonstrated a pattern of retaliating against SMCSO personnel who she perceives to threaten her or Mr. Aenlle’s authority. The most egregious example of this pattern of retaliation was Sheriff Corpus’s decision to investigate and, eventually, order the warrantless arrest of Deputy Carlos Tapia—the president of the deputy sheriff’s union, the Deputy Sheriff’s Association (“DSA”)—on unsubstantiated criminal charges.

In August 2024, the DSA filed a complaint against Sheriff Corpus with the Public Employment Relations Board (“PERB”). The August 2024 PERB complaint included allegations of misconduct against Mr. Aenlle. Dep. Tapia submitted a declaration in support of the PERB complaint. In September 2024, the DSA and the sergeants’ union, the Organization of Sheriffs’ Sergeants (“OSS”), announced a vote of no-confidence in Mr. Aenlle’s leadership.

The following month, Sheriff Corpus ordered then-Acting Assistant Sheriff Matthew Fox to investigate Dep. Tapia for timecard fraud. This order was contrary to SMCSO’s policy of referring criminal investigations into its own deputies’ conduct to the District Attorney or another outside agency. Sheriff Corpus misrepresented the basis for the investigation, suggesting to Acting Assistant Sheriff Fox that the lieutenant overseeing Dep. Tapia had complained about his attendance in the Transportation and Court Security Bureau (“Transportation Unit”) when that never happened. Sheriff Corpus and Mr. Aenlle then limited the evidence available to Acting Assistant Sheriff Fox as he performed the investigation, including preventing him from reviewing timecard records and from speaking to a witness who would have provided exculpatory evidence. Likewise, Sheriff Corpus denied Acting Assistant Sheriff Fox’s repeated recommendation to place Dep. Tapia on administrative leave to allow more time for the investigation. After carrying out the investigation based on the incomplete information provided to him, Acting Assistant Sheriff Fox eventually reported to Sheriff Corpus that he had found what he believed to be evidence of timecard fraud.

On November 12, 2024, Sheriff Corpus instructed Acting Assistant Sheriff Fox to inform the San Mateo County District Attorney that she intended to arrest Dep. Tapia. Acting Assistant Sheriff Fox conferred with the Chief Deputy District Attorney of San Mateo County, who urged him not to proceed with a warrantless arrest. Acting Assistant Sheriff Fox conveyed that information to Sheriff Corpus, who nevertheless ordered that Dep. Tapia be arrested without a warrant that day.

The timing of Dep. Tapia's arrest is significant for at least two reasons. First, the County and the DSA were scheduled to resume their labor meet-and-confer on the afternoon of November 12, 2024. Sheriff Corpus ordered that Dep. Tapia's arrest take place at 1:00 p.m., an hour before the meet-and-confer was scheduled to start. Second, it was known throughout the SMCSO that the County had been planning to release the results of an independent investigation conducted by retired Judge LaDoris Cordell into the Sheriff's and Mr. Aenlle's conduct. (The Cordell Report, as it became known, is described in further detail below.) Members of the Sheriff's Executive Team suspected that Dep. Tapia had interviewed with Judge Cordell as part of her investigation. An arrest of the DSA President was a newsworthy event that could compete with the release of the Cordell Report for news coverage and, potentially, undermine it through the arrest of a participating witness.

Dep. Tapia did not commit a crime, as the District Attorney's ensuing independent investigation confirmed. Once District Attorney investigators looked at the full range of available evidence, they concluded that "there was no basis to believe any violation of law had occurred" and that "Deputy Tapia should not have been arrested." Yet Dep. Tapia remains on administrative leave today six months after the arrest, while the SMCSO purports to complete an Internal Affairs investigation into the same allegations.

In ordering Dep. Tapia's arrest, Sheriff Corpus violated the Penal Code and the Labor Code, flagrantly neglected the duties of her office, and obstructed an investigation into her conduct and the SMCSO. These actions constitute cause for removal.

Sheriff Corpus has engaged in other instances of retaliation. Shortly after she learned that Assistant Sheriff Monaghan participated in an interview with Judge Cordell, Sheriff Corpus removed him from his position. Sheriff Corpus has also retaliated against officers for perceived disloyalty by transferring them to unfavorable assignments. Sheriff Corpus also placed a sergeant who is the brother of the head of the OSS on administrative leave in August 2024, days after a contentious labor-management meet-and-confer and around the same time that the OSS filed a PERB complaint against the Sheriff. Following an improper Internal Affairs investigation, the sergeant remains on administrative leave nine months later. When a captain in the SMCSO's Professional Standards Bureau ("PSB") refused to sign or serve a defective Internal Affairs notice for the sergeant whose brother heads the OSS, Sheriff Corpus transferred him out of the PSB unit and stripped him of responsibilities. When the lieutenant who oversaw the PSB unit suggested that a civilian employee could file a human resources complaint regarding Mr. Aenlle, Sheriff Corpus transferred him to a less desirable post. And when a sergeant appeared off-duty at a press conference in support of the March 4, 2024 ballot initiative giving the Board of Supervisors the ability to terminate an elected sheriff, Sheriff Corpus transferred him that same day to a less desirable post. The Sheriff's actions violated the California Government and Labor Codes, the San Mateo County Code, and the SMCSO Policy Manual; her termination of Assistant Sheriff Monaghan amounted to obstruction of an investigation into the conduct of the SMCSO. These actions constitute cause for removal.

Third, while Sheriff Corpus has shown a pattern of swift retaliation against personnel who she believes are challenging her or Mr. Aenlle's authority, she regularly hinders or neglects other disciplinary matters within SMCSO. PSB oversees hiring new peace officers and conducts investigations into allegations of misconduct within the SMCSO, including civilian complaints, use-of-force investigations, and Internal Affairs investigations. Sheriff Corpus has prevented PSB personnel from promptly conducting and concluding investigations and has personally interfered in investigations, including investigations of excessive use of force in the jail, of a deputy contributing to the delinquency of a minor, of a deputy violating the County's civil service rules by interfering in SMCSO's hiring process, and of an off-duty deputy trainee who left a SMCSO firearm unattended in a public restaurant. In some instances, Sheriff Corpus's interference with investigations appears motivated by favoritism, where the investigation subject is perceived to support, or in fact financially supported, the Sheriff politically. Sheriff Corpus's mismanagement of PSB has prevented SMCSO from complying with its investigatory obligations under the Penal Code and constitutes flagrant or repeated neglect of the duties of her office. These actions constitute cause for removal.

The Cordell Report and Measure A

In July 2024, the County retained Judge Cordell to conduct an independent fact-finding investigation into complaints and concerns that current and former members of the SMCSO made about Mr. Aenlle. Over the course of the investigation, additional matters regarding the SMCSO—including allegations of misconduct committed by Sheriff Corpus—were added to the scope of the investigation. In performing her investigation, Judge Cordell interviewed 40 current and past sworn and civilian employees of the Sheriff's Office. Mr. Aenlle participated in a recorded interview with Judge Cordell. Sheriff Corpus declined Judge Cordell's invitation to interview. The Cordell Report was made public on November 12, 2024, sustaining several allegations of misconduct by Sheriff Corpus and Mr. Aenlle.

Thereafter, the Board of Supervisors called the March 4, 2025 special election so that county voters could consider Measure A. Measure A proposed to add section 412.5 to the County's Charter, which would authorize the Board to remove a sheriff from office for "cause." Section 412.5 defines "cause":

b. For the purposes of this Section 412.5, "cause" shall mean any of the following:

- (1) Violation of any law related to the performance of a Sheriff's duties; or
- (2) Flagrant or repeated neglect of a Sheriff's duties as defined by law; or
- (3) Misappropriation of public funds or property as defined in California law; or
- (4) Willful falsification of a relevant official statement or document; or
- (5) Obstruction, as defined in federal, State, or local law applicable to a Sheriff,

of any investigation into the conduct of a Sheriff and/or the San Mateo County Sheriff's Office by any government agency (including the County of San Mateo), office, or commission with jurisdiction to conduct such investigation.

Between the release of the Cordell Report and the Measure A election, the city councils of San Carlos, Millbrae, and San Mateo passed votes of no-confidence in Sheriff Corpus. The city/town councils of South San Francisco, Belmont, Redwood City, and Woodside endorsed Measure A. The DSA and the OSS had already passed no-confidence votes in Mr. Aenlle, and the SMCSO captains declared their lack of confidence in Sheriff Corpus on November 18, 2024. At the March 2025 election, the county's voters voted in favor of Measure A by a margin of 84% to 16%.

This Investigation

The Board of Supervisors through the County Attorney, retained Keker, Van Nest & Peters LLP ("KVP") as outside counsel to investigate whether Sheriff Corpus had committed acts that constitute "cause" under Section 412.5 and, if so, to prepare a Notice of Intent pursuant to the Board-adopted procedures for removing a sheriff from office.

While KVP reviewed the Cordell Report, the firm conducted its own investigation into Sheriff Corpus's actions. KVP's independent investigation included conducting more than 40 interviews of current and former SMCSO and County personnel, including:

- **SMCSO sworn executive leadership** who served on Sheriff Corpus's Executive Team: KVP interviewed former Undersheriff Hsiung, former Assistant Sheriff Ryan Monaghan, and former Acting Assistant Sheriff Matthew Fox. KVP interviewed Paul Kunkel, a retired SMCSO captain who, as a contractor, functionally served as an assistant sheriff.
- **SMCSO command staff:** KVP interviewed 6 current or former captains and 4 current lieutenants who served under Sheriff Corpus.
- **SMCSO sworn personnel:** KVP interviewed 11 current sergeants, 2 current detectives, and 1 current deputy who served under Sheriff Corpus, including Sgt. Hector Acosta, Sgt. Javier Acosta, and Dep. Carlos Tapia.
- **SMCSO civilian staff:** KVP interviewed 8 current or former civilian personnel within the SMCSO.
- **Sheriff Corpus's transition team:** In addition to former Capt. Kunkel, who both served on Sheriff Corpus's transition team and on her Executive Team, KVP interviewed former Lt. Daniel Guiney and former Assistant Sheriff Jeff Kearnan.
- **County personnel:** KVP interviewed 3 County personnel, including County Executive Mike Callagy.

- **District Attorney's Office staff:** KVP interviewed Chief Deputy District Attorney Shin-Mee Chang.

KVP also reviewed relevant documents provided by witnesses and the County.

Other witnesses and reservation of rights

KVP invited Sheriff Corpus and Mr. Aenlle through their counsel, to participate in voluntary interviews. Through their counsel, they declined to participate. KVP also invited Undersheriff Daniel Perea to a voluntary interview. To date, he has not yet agreed to be interviewed. KVP also requested voluntary interviews from SMCSO Finance Director Stacey Stevenson and SMCSO Human Resources staff member Connor Santos-Stevenson. Ms. Stevenson did not respond to multiple interview requests. Mr. Santos-Stevenson declined to participate in a voluntary interview.

The Procedures provide the Sheriff with the right to a removal hearing. At the removal hearing or any subsequent stage of the removal process, KVP reserves the right to call witnesses and to introduce evidence in order to prove the allegations set forth in this Notice of Intent or to rebut the Sheriff's defenses including but not limited to five individuals who KVP sought to interview as part of its investigation, but who declined, or have not yet agreed, to speak with KVP as of the date KVP is submitting this Notice of Intent in its proposed form. For avoidance of doubt, those individuals are: Sheriff Corpus, Undersheriff Perea, Mr. Aenlle, Ms. Stevenson, and Mr. Santos-Stevenson.

Independence of bases for cause

The grounds for removal discussed in this letter are not interdependent. Each of the grounds outlined below, independently and collectively, provide cause for removal under Section 412.5.

I. Grounds for Removal Relating to Victor Aenlle

A. Introduction

While both Sheriff Corpus and Victor Aenlle publicly deny having an intimate relationship, multiple witnesses observed conduct indicating that they have an extremely close personal relationship, and some witnesses have characterized it as intimate. In the context of that relationship, Sheriff Corpus has repeatedly appointed Mr. Aenlle to high-level positions at public expense, first on her transition team, then later as a contract consultant to the Sheriff's Office, then ultimately as her "Executive Director of Administration" or "Chief of Staff," a position that Sheriff Corpus specifically created for Mr. Aenlle. On multiple occasions, Sheriff Corpus also sought to increase Mr. Aenlle's compensation in these roles.

Mr. Aenlle is not qualified to hold the positions to which Sheriff Corpus appointed him or any other executive position within the Sheriff's Office. Prior to serving in the Sheriff's Office, he had no experience as a law enforcement executive. Nor has he ever been a full-time peace

officer. Sheriff Corpus's repeated efforts to appoint (and re-appoint) an unqualified candidate to leadership positions in her office has undermined morale in the SMCSO and caused senior leaders to leave the Office. Mr. Aenlle's poor leadership skills have further reduced morale and hurt the effectiveness of the Sheriff's Office.

Given their close personal relationship, Sheriff Corpus has a conflict of interest with respect to Mr. Aenlle. She has failed to reconcile her personal relationship with Mr. Aenlle with her duty of loyalty to the public.

B. Victor Aenlle is a real estate broker and reserve deputy who worked on Sheriff Corpus's campaign.

Victor Aenlle is a commercial and residential real estate broker. He represents that he has been affiliated with Coldwell Banker since 1990. According to documents that Mr. Aenlle personally submitted to the County in 2023, he works full time for Coldwell Banker. According to the same documents, he operates a private investigation firm full time.

Mr. Aenlle became a reserve deputy with SMCSO in 2009. Reserve deputy is a part-time, volunteer position. In or around 2012 or 2013, Mr. Aenlle participated in the Sheriff's Office's field training program to become a full-time deputy. According to Capt. Mark Myers, Mr. Aenlle did not pass the field training program due to performance issues, including that he was not receptive to criticism, failed to perform well under stress, and struggled to make decisions. Thereafter, Mr. Aenlle remained a reserve deputy and was required to volunteer a minimum of 16 hours per month. *See* Policy Manual § 322.5.1.¹

¹ From January 2, 2024, through July 31, 2024, Mr. Aenlle logged a nearly uniform eight hours of volunteer time per business day. He explained these log entries by saying: "Since assuming the role of Executive Director, I have worked an average of 12 to 14 hours per day, six to seven days a week. Any hours allocated toward my volunteer service were in addition to the eight hours for which I was compensated, ensuring there was no 'double-dipping.'" There is reason to doubt that Mr. Aenlle fulfilled his volunteer hour commitment. *First*, if Mr. Aenlle worked an "average" of 12 to 14 hours per day, then he only "volunteered" an average of four to six hours per day, not the eight hours a day that he reported. *Second*, Mr. Aenlle was not volunteering while working as the Executive Director of Administration. As an exempt employee, he received financial compensation for all hours worked, including those worked in excess of 8 hours per day, through his \$246,979 annual salary. *Third*, Mr. Aenlle's claim that overtime hours in a civilian role should qualify as volunteer hours as a reserve deputy is inconsistent with the purpose of the reserve deputy program, which is to "supplement and assist regular sworn sheriff's deputies in their duties" and to "provide professional, sworn volunteer reserve deputies who can augment regular staffing levels." SMCSO Policy Manual § 322.1. Work done as a civilian does not "augment" regular staffing levels of sworn personnel, nor does it "assist" sworn deputies in their duties.

In or around 2021, Mr. Aenlle began volunteering on Sheriff Corpus's campaign.

C. Sheriff Corpus and Mr. Aenlle have a close personal relationship, which they have taken steps to conceal.

Throughout Sheriff Corpus's campaign, the transition period, and the course of her administration, it was evident to multiple witnesses that Sheriff Corpus and Mr. Aenlle have a close personal relationship. During the campaign, Sheriff Corpus was married. Her husband filed for divorce in April 2023, and the divorce became final later in 2023. Mr. Aenlle is married.

1. The relationship between Sheriff Corpus and Mr. Aenlle was evident during Sheriff Corpus's campaign.

Valerie Barnes is a long-time civilian SMCSO employee who has worked for San Mateo County since 2006. Ms. Barnes's roles included supporting the SMCSO personnel serving as the head law enforcement officers for the Cities of Millbrae and Half Moon Bay. (Both cities contract with the SMCSO to provide police services.) Ms. Barnes has known Sheriff Corpus for many years and worked for her when Sheriff Corpus led the SMCSO Millbrae office. While working together and during the course of Sheriff Corpus's campaign, the two became friends. Ms. Barnes considered herself a confidant for the Sheriff, and the two frequently texted about personal matters, including about Sheriff Corpus's marriage. Ms. Barnes was a frequent volunteer on Sheriff Corpus's campaign.

Mr. Aenlle was Sheriff Corpus's campaign manager. On several occasions during the campaign, Ms. Barnes witnessed Sheriff Corpus and Mr. Aenlle engaging in physical contact of an intimate nature. Ms. Barnes observed multiple instances of Mr. Aenlle massaging Sheriff Corpus's neck, shoulders, and feet and a single instance of them kissing on the lips. During the campaign, Mr. Aenlle told Ms. Barnes that he and Sheriff Corpus were "practicing a lot to have kids." Ms. Barnes saw intimate messages on Sheriff Corpus's Signal messaging app from Mr. Aenlle, including messages stating, "I love you" and messages using pet names such as "baby."

In or about January 2022, Sheriff Corpus told Ms. Barnes that she and Mr. Aenlle planned to marry after obtaining divorces. Sheriff Corpus asked Ms. Barnes to search for wedding venues for herself and Mr. Aenlle. Ms. Barnes sent Sheriff Corpus venue options via text message.

In late 2021 and early 2022, Sheriff Corpus told Ms. Barnes that Mr. Aenlle had purchased her luxury boots and a pair of \$12,000 earrings. Sheriff Corpus told Ms. Barnes that Mr. Aenlle used \$12,000 in cash to purchase the earrings. Mr. Aenlle later told Ms. Barnes that he used cash for big purchases so there would be nothing tying the purchases to him. Ms. Barnes understood this to mean that he wanted to avoid detection by his wife. After Mr. Aenlle and Sheriff Corpus completed the purchase of the earrings, Ms. Barnes texted Sheriff Corpus asking to see a picture of the earrings, and Sheriff Corpus contacted Ms. Barnes using a video calling application (FaceTime) to show them off. Ms. Barnes's mother participated in the call.

Around this time, Ms. Barnes texted Sheriff Corpus and asked, "You at the ranch?" This was a reference to Mr. Aenlle's property near the coast. Sheriff Corpus responded, "I wish." Around this same time, Ms. Barnes texted Sheriff Corpus to "Be careful John isn't sniffing around to find you and VA," referring to Sheriff Corpus's then-husband John Kovach. Sheriff Corpus replied, "He won't find me with him."

On the night of the June 2022 election, Sheriff Corpus publicly thanked her then-husband Mr. Kovach, but did not thank Mr. Aenlle by name. Later that night, Ms. Barnes heard Mr. Aenlle say to Sheriff Corpus "This is over." This remark was also overheard by former SMCSO Capt. Paul Kunkel. Both Ms. Barnes and Mr. Kunkel understood Mr. Aenlle to be indicating he was ending his personal relationship with Sheriff Corpus. Sheriff Corpus called Ms. Barnes the following day to tell her that she and Mr. Aenlle had talked until 4:00 a.m., that she had apologized to Mr. Aenlle, and that "we're okay."

2. The relationship between Sheriff-elect Corpus and Mr. Aenlle was apparent in the months immediately following the election.

After she won the June 2022 election, Sheriff-elect Corpus put together a transition team that included Mr. Aenlle, Mr. Kunkel, former SMCSO Assistant Sheriff Jeff Kearnan, and former SMCSO Lt. Dan Guiney. Sheriff Corpus asked the County to hire Mr. Aenlle as a contractor so that his work on the transition would be paid. Although Sheriff Corpus's request for a paid transition team was out of the ordinary, County Executive Mike Callagy reported that he wanted to set Sheriff Corpus up for success. He therefore approved the transition team and Mr. Aenlle's contract, which paid him \$105 per hour.

Mr. Kunkel, Mr. Guiney, and Mr. Kearnan each formed the impression that Sheriff Corpus and Mr. Aenlle shared a close personal relationship. Mr. Guiney and Mr. Kunkel stated that, during the transition, Sheriff Corpus and Mr. Aenlle would regularly appear together on Zoom calls, often from Mr. Aenlle's ranch. Mr. Kearnan and Mr. Kunkel witnessed Sheriff Corpus's and Mr. Aenlle's efforts to conceal their close personal relationship. For example, they both recall holding a videoconference call with Sheriff-elect Corpus in 2022, while she was in her car. They asked her if she was alone. She told them that she was. However, both Mr. Kunkel and Mr. Kearnan could see Mr. Aenlle's reflection in one of the car's windows in the background of the call.

Mr. Kearnan and Mr. Kunkel also reported that Mr. Aenlle would interrupt and redirect Sheriff Corpus in meetings as if he controlled the operation of the transition team. Both Mr. Kearnan and Mr. Kunkel came to understand that Mr. Aenlle (rather than Sheriff-elect Corpus or any other law enforcement professional) was leading the transition and preparations for Sheriff Corpus to assume her office.

Mr. Aenlle's involvement in transition planning extended to creating a draft organization chart for SMCSO's leadership structure. Mr. Aenlle advocated for a "chief of staff" position to replace one of the three sworn assistant sheriff positions. In at least some versions of the organizational chart under discussion, the chief of staff would have reported directly to the Sheriff, rather than

to the Undersheriff, whereas assistant sheriffs report to the Undersheriff. When he later spoke with Judge Cordell, Mr. Aenlle referred to the chief of staff job as “my position” which “was created” by converting an assistant sheriff position to the chief of staff position.

3. Sheriff Corpus’s then-husband reported that she was having an affair with Mr. Aenlle.

During the transition, Mr. Kearnan noticed that Sheriff Corpus was often unavailable during working hours, and that she seemed never to be alone without Mr. Aenlle. Mr. Kearnan spoke to John Kovach, Sheriff Corpus’s then-husband to discuss the relationship between Sheriff Corpus and Mr. Aenlle. Mr. Kovach told Mr. Kearnan that Sheriff Corpus was having an affair with Mr. Aenlle.

Mr. Guiney also recalls having multiple conversations with Mr. Kovach regarding the relationship between Sheriff Corpus and Mr. Aenlle. Mr. Kovach told Mr. Guiney that Sheriff Corpus would often come home very late or in the early hours of the morning and that she was not around very much. Mr. Kovach told Mr. Guiney that he suspected Sheriff Corpus was at Mr. Aenlle’s ranch despite her denials.

Mr. Guiney also recalls Sheriff Corpus telling him that Mr. Kovach had given her a pair of boots, but when Mr. Guiney asked Mr. Kovach about the gift, he said that the boots were actually from Mr. Aenlle.

4. In September 2022, Sheriff Corpus and Mr. Aenlle traveled to Hawaii and provided conflicting accounts of their trip.

In September 2022, Sheriff Corpus and Mr. Aenlle traveled to Hawaii. Sheriff Corpus and Mr. Aenlle have offered conflicting accounts of this trip.

Valerie Barnes. Before the trip, Sheriff Corpus told Ms. Barnes that she was going to Hawaii with Mr. Aenlle for a personal vacation. At Sheriff Corpus’s request, Ms. Barnes assisted Sheriff Corpus in finding a rental property for her, her children, and Mr. Aenlle. Ms. Barnes also shared Sheriff Corpus’s flight confirmation number and details with Mr. Aenlle.

Jeff Kearnan. After the trip, Mr. Kearnan spoke to Mr. Kovach who told Mr. Kearnan that he believed that Mr. Aenlle had traveled to Hawaii together with Sheriff Corpus. Mr. Kearnan then called Sheriff Corpus and asked her if she and Mr. Aenlle had traveled to Hawaii together. Sheriff Corpus denied having traveled to Hawaii with Mr. Aenlle. Ten minutes after that phone call ended, Mr. Aenlle called Mr. Kearnan. The phone call began with Mr. Aenlle accusing Mr. Kearnan of not liking him. Later in the call, Mr. Kearnan asked Mr. Aenlle about the Hawaii trip. Mr. Aenlle initially denied having traveled to Hawaii, but he later admitted that he had been in Hawaii. He claimed that he had been there on business unrelated to Sheriff Corpus. Shortly after this exchange, Mr. Kearnan resigned from Sheriff Corpus’s transition team based on concerns about conflicts of interest, nepotism, and Sheriff Corpus’s refusal to be honest regarding her relationship with Mr. Aenlle.

Mike Callagy. After Mr. Kearnan resigned, County Executive Mike Callagy had a discussion with Sheriff Corpus about the Hawaii trip. During that conversation, Sheriff Corpus admitted to Mr. Callagy that she had traveled to Hawaii with Mr. Aenlle, and she acknowledged that she and Mr. Aenlle were good friends and that Mr. Aenlle had a relationship with her children. Mr. Callagy told Sheriff Corpus that it was inappropriate for her to have asked the County to pay Mr. Aenlle for his work on the transition team if she simultaneously had a personal relationship with him that was close enough such that they traveled to Hawaii together. Mr. Callagy terminated Mr. Aenlle's contract, explaining that the County could not tolerate even the perception of a conflict of interest.

Dan Guiney. Mr. Aenlle admitted to Mr. Guiney that he had traveled to Hawaii, though he claimed that he was there to provide security for Sheriff Corpus and support for her children.

Carlos Tapia. Mr. Aenlle told Dep. Tapia that he had flown to Hawaii to provide security for Sheriff Corpus.

Judge Cordell. Mr. Aenlle admitted to Judge Cordell that he had been in Hawaii at the same time as Sheriff Corpus, but he maintained that it was a coincidence, that he had been there to provide "covert" security to an unrelated third party, and that he "barely even saw" Sheriff Corpus while he was there.

In sum, Sheriff Corpus has both admitted (to Mr. Callagy) and denied (to Mr. Kearnan) having traveled to Hawaii with Mr. Aenlle. When she has admitted the trip, she has also acknowledged that the trip was personal and that she and her children spent time with Mr. Aenlle. Mr. Aenlle has both admitted (to Mr. Kearnan, to Judge Cordell, to Mr. Guiney, and to Dep. Tapia) and denied (to Mr. Kearnan) that he traveled to Hawaii. Mr. Aenlle has stated to some people (Mr. Guiney and Dep. Tapia) that he traveled to provide security to the Sheriff and to others (Judge Cordell and Mr. Kearnan) that his travel was unrelated to Sheriff Corpus.

5. The relationship continued after Sheriff Corpus took office.

After Sheriff Corpus took office in January 2023, she appointed Christopher Hsiung as Undersheriff and Ryan Monaghan as an Assistant Sheriff. Sheriff Corpus recruited Undersheriff Hsiung. He had helped to reform the Mountain View police department, and, in recruiting him, Sheriff Corpus told him that "I want you to do in San Mateo as you did in Mountain View." Undersheriff Hsiung served the SMCSO from February 2023 to June 2024. Sheriff Corpus also recruited Assistant Sheriff Monaghan, who had served as the Tiburon Chief of Police. He served as Assistant Sheriff from February 2023 through September 2024. Thus, beginning in February 2023, Sheriff Corpus's Executive Team consisted of Mr. Aenlle, Undersheriff Hsiung, Assistant Sheriff Monaghan, and Mr. Kunkel.

Undersheriff Hsiung and Assistant Sheriff Monaghan witnessed conduct indicative of a close personal relationship between Sheriff Corpus and Mr. Aenlle. For example, they both saw Sheriff Corpus and Mr. Aenlle share entrees and drinks at restaurants. Other witnesses, including Ms. Barnes and another civilian SMCSO employee, Jennifer Valdez, also saw Sheriff

Corpus and Mr. Aenlle share entrees and drinks. Undersheriff Hsiung and Assistant Sheriff Monaghan also both frequently observed Mr. Aenlle interrupt and/or redirect Sheriff Corpus in meetings.

While attending a professional conference in or about May 2024, Sheriff Corpus and Mr. Aenlle stood up former Undersheriff Hsiung on three separate occasions when they were scheduled to meet. Each time, he waited to meet them in the hotel lobby, but they never arrived and were evasive in explaining why they failed to meet him. Sheriff Corpus and Mr. Aenlle were also absent at the same times during the day, for periods of between one and two hours, and at unusual times of day.

Ms. Valdez, who worked in the Sheriff's Office for 18 years as an executive assistant before later transferring to the County Attorney's office, also observed conduct indicative of an intimate personal relationship between Sheriff Corpus and Mr. Aenlle. In 2024, Ms. Valdez saw Mr. Aenlle answer a call on his cell phone. Ms. Valdez noticed that the caller ID identified the caller as Sheriff Corpus. As the call concluded, Ms. Valdez heard Mr. Aenlle say "Te amo" to Sheriff Corpus. Ms. Valdez understood this to mean "I love you" in Spanish. On multiple occasions, Ms. Valdez saw Mr. Aenlle bring Sheriff Corpus's children to her office after school.

Sheriff Corpus lives in San Bruno in a house that is on the corner of a four-way intersection. Diagonally across the street from Sheriff Corpus's house (kitty-corner) is a house owned by the parents of Sgt. Gaby Chaghouri. Sgt. Chaghouri lives out-of-state and typically works lengthier shifts scheduled together. During these stretches, Sgt. Chaghouri drives in from out of state and stays at his parents' house.

Sgt. Chaghouri has seen Mr. Aenlle at Sheriff Corpus's house on multiple occasions beginning during the campaign and through March 2025. On at least two occasions, Mr. Aenlle appeared to recognize Sgt. Chaghouri. In one instance, Sgt. Chaghouri was parking his truck late at night after arriving from out of state and saw Mr. Aenlle emerge from Sheriff Corpus's home. Mr. Aenlle looked directly at Sgt. Chaghouri, tucked his head, and quickly got in his car to drive away. On another occasion, Sgt. Chaghouri, standing in his front yard, saw Mr. Aenlle come out of the front door of Sheriff Corpus's house, make eye contact, then abruptly turn around and go back inside.

6. Sheriff Corpus and Mr. Aenlle deny an "intimate relationship."

Sheriff Corpus declined to be interviewed by Judge Cordell. Mr. Aenlle agreed to interview with Judge Cordell during which he described his relationship with Sheriff Corpus as a "strong friendship," but one that did not extend "beyond mere friendship." An April 25, 2025, report commissioned by Sheriff Corpus's counsel states that "[b]oth Sheriff Corpus and Mr. Aenlle expressly deny any intimate relationship." As noted above, Sheriff Corpus and Mr. Aenlle declined KVP's invitation for an interview.

D. Using public funds, Sheriff Corpus entered into two separate contractual arrangements and one employment relationship with Mr. Aenlle and repeatedly requested raises for Mr. Aenlle.

Consultant to Transition Team. As discussed above, after Sheriff Corpus won the June 2022 election, she asked the County to fund a paid transition team. Although there was no known precedent for such a request, Mr. Callagy agreed to Sheriff Corpus's request, and the County offered Mr. Aenlle a contract that paid him \$105 per hour. Mr. Callagy cancelled this contract in October 2022, after Sheriff Corpus confirmed that she had a personal relationship with Mr. Aenlle.

Contractor and Special Projects Coordinator. After Sheriff Corpus took office, she undertook a series of steps to ensure that Mr. Aenlle was employed in an executive role and repeatedly sought pay increases on his behalf. Immediately upon taking office in January 2023, Sheriff Corpus hired Mr. Aenlle as a contractor, paid \$92.44 per hour or \$192,275 per year. At the time, the Sheriff had authority to enter into contracts for less than \$200,000 without Board approval. The amount of the contract was set just under the threshold that would require her to present the contract to the Board. Mr. Aenlle's contractor agreement was signed by Stacey Stevenson, the acting Director of Finance in the Sheriff's Office at that time.

Less than six weeks later, in March 2023, Sheriff Corpus requested that Mr. Aenlle be hired as an extra help Special Projects Coordinator at the hourly rate of \$118. County Human Resources approved the conversion from contractor to temporary employee, but it set the rate of pay at \$73 per hour, which it deemed "consistent with base pay of similar County positions." Human resources specifically noted that Mr. Aenlle's job was "not at the level of an Assistant Sheriff" and was "non-sworn and should not be aligned to a higher level sworn role/pay." According to Human Resources, "the work described is more in alignment with higher-level Analyst work or mid-level management work."

Executive Director of Administration. Then, in or around June 2023, Sheriff Corpus created a job listing for a full-time, unsworn position, the "Executive Director of Administration." The description was similar to the job descriptions of Mr. Aenlle's contract positions, which Human Resources had noted did not involve executive level duties. The "Executive Director of Administration" job was not publicly posted, and Mr. Aenlle was the only applicant for the position. He received the job, and his salary was set at \$246,979.

Almost immediately, in July 2023, Sheriff Corpus sought a pay increase for Mr. Aenlle, submitting a memorandum which began:

I respectfully request that Mr. Victor Aenlle receive "Step E" compensation for his recent appointment to the Sheriff's Office Executive Director of Administration position, as it has been extended to him and accepted. Over the last 30 years, Mr. Aenlle has served in various leadership and management roles and gained significant exposure to administrative operations in various capacities. In addition to his substantial executive leadership experience, Mr. Aenlle has been an active member for 15 years with the San Mateo County Sheriff's Office.

The memorandum notes that Sheriff Corpus had already promised Mr. Aenlle a raise without authorization from Human Resources. The memorandum refers to Mr. Aenlle's "15 years with the San Mateo County Sheriff's Office," but it fails to note that this service consisted of part-time, volunteer reserve deputy service, as well as the short period of time when he was a full-time deputy candidate before failing the field training program.

County Human Resources approved the raise "given that the candidate ha[d] already been informed by the Sheriff's Office that [he] will receive" it, but also noted in a memorandum to Sheriff Corpus that Human Resources did "not believe that [increased compensation] is in alignment with the candidate's experience."

In the first four months of 2024, Sheriff Corpus made, or caused to be made, three further requests for a pay raise for Mr. Aenlle. In one instance, Sheriff Corpus ordered then-Undersheriff Hsiung to author and submit a raise request for Aenlle. The County denied each request as unjustified.

E. Sheriff Corpus took steps to conceal potentially negative information about Mr. Aenlle.

In the spring of 2023, it was well known within the SMCSO that Sheriff Corpus was considering creating a full-time position for Mr. Aenlle. As a result, Lt. Sebring, who at the time served as a lieutenant in PSB, thought that it was possible that Mr. Aenlle would have to go through a background check before assuming such an executive position. When he considered the possibility that Mr. Aenlle might have to go through a background check, Lt. Sebring recalled a piece of information he had previously seen in Mr. Aenlle's background file.

Lt. Sebring had been part of an Internal Affairs investigation of Mr. Aenlle years earlier, and, more recently, he had pulled Mr. Aenlle's background file at the request of the San Mateo Police Department which was conducting a background check on Mr. Aenlle. Lt. Sebring was thus aware that Mr. Aenlle's background file contains an old report from a local police department containing allegations of criminal conduct against Mr. Aenlle. As far as Lt. Sebring is aware, Mr. Aenlle was never charged in connection with those allegations.

Nonetheless, Lt. Sebring thought Sheriff Corpus should be aware of the contents of Mr. Aenlle's background file as she considered appointing him to a position on her Executive Team. Accordingly, he met with Sheriff Corpus and told her about the police report that was contained in Mr. Aenlle's background file.

Approximately an hour later, Sheriff Corpus called Lt. Sebring and asked him who else knew about the report and who else had access to Mr. Aenlle's background file. Lt. Sebring told Sheriff Corpus that at least the PSB lieutenant, the PSB captain, the assistant sheriff overseeing PSB, SMCSO Human Resources Manager Heather Enders, and certain support staff had access to the background files of Sheriff's Office employees. Sheriff Corpus then directed Lt. Sebring to restrict access to Mr. Aenlle's background file such that only she and Lt. Sebring would be able to access it. Lt. Sebring coordinated with the Sheriff's Office Technical Services Unit to carry out Sheriff Corpus's direction and informed Sheriff Corpus when the file access restriction was complete.

Sheriff Corpus further directed Lt. Sebring to provide her with a copy of the police report from Mr. Aenlle's background on a thumb drive. Approximately one month later, Sheriff Corpus informed Lt. Sebring that Mr. Aenlle would not go through a background check prior to assuming his position on the Executive Team.

According to Lt. Sebring, it was unusual that Sheriff Corpus ordered him to limit access to Mr. Aenlle's background file. Lt. Sebring reported that this was the only time anyone has requested him to limit access to an individual's background file.

F. Immediately after the Board of Supervisors voted to remove Mr. Aenlle as "Executive Director of Administration," Sheriff Corpus attempted to appoint him as an Assistant Sheriff.

On November 13, 2024, the Board of Supervisors, in response to the Cordell Report, voted to eliminate Mr. Aenlle's "Executive Director of Administration" position and to bar him from unescorted access to non-public areas of County buildings. That same day, Sheriff Corpus announced her intention to appoint Mr. Aenlle to the position of Assistant Sheriff "effective immediately."

That night, Det. Mike Garcia called Det. Rick Chaput while Det. Chaput was at home and off-duty. Det. Chaput serves in PSB, where one of his responsibilities is to update the status of newly hired officers in the POST Electronic Data Interchange (EDI), the online system that SMCSO uses to communicate with the California Commission on Police Officer Standards and Training. Det. Garcia told Det. Chaput that "they want you to switch Victor to full-time in POST." Det. Chaput understood that Det. Garcia was referring to a request from the Executive Team to change Mr. Aenlle's status from a Reserve Deputy to a full-time peace officer in the POST EDI system.

Det. Chaput expressed to Det. Garcia that he was unwilling to make that change. He also explained to Det. Garcia that anyone updating Mr. Aenlle's status information in the POST EDI system would have to sign a form swearing under penalty of perjury that the updated information was accurate. After speaking with Det. Garcia, Det. Chaput called Lt. Irfan Zaidi. Lt. Zaidi said he was not aware of the request but would call Undersheriff Perea and then call Det. Chaput back. Shortly thereafter, Lt. Zaidi called Det. Chaput back; during this second call, Lt. Zaidi told Det. Chaput that Undersheriff Perea directed him to change Mr. Aenlle's status.

Det. Chaput was concerned about the timing of the request, and he was not confident that Mr. Aenlle met the requirements for a full-time peace officer. Det. Chaput told Lt. Zaidi he would not change Mr. Aenlle's status. Det. Chaput then reported the incident to Sgt. Fava.

The following day, the County's Director of Human Resources, Rocio Kiryczun, communicated to Sheriff Corpus that Mr. Aenlle failed to meet the minimum qualifications for Assistant Sheriff. Ms. Kiryczun pointed out that, according to the job description for the Assistant Sheriff position, "Candidates must acquire an Advanced Certificate in law enforcement issued by [POST] within one year of appointment" and noted that "the requirements set forth by [POST] state that, in order to be eligible for an Advanced Certificate, a candidate must have a minimum of 4 years of full-time law enforcement experience." Ms. Kiryczun further noted that "Mr. Aenlle does not have 4 years of full-time law enforcement experience, nor even 1 year." Thereafter, Mr. Aenlle was not hired to an Assistant Sheriff position.

On April 17, 2025, a month and a half after the voters enacted Measure A, Sheriff Corpus directed that Mr. Aenlle be moved to the "active list" and assigned him to assist in the unit that processes concealed weapons permits.

G. Sheriff Corpus's decision to install Mr. Aenlle as a member of her Executive Team hurt the SMCSO.

Sheriff Corpus installed Mr. Aenlle in an executive position that is typically filled by a career full-time law enforcement professional. Because of his lack of experience and his poor leadership skills, Mr. Aenlle was unable to provide effective leadership with the SMCSO, and his presence hurt morale across the organization. Sheriff Corpus's decision to keep Mr. Aenlle in his position, despite the warnings she received, further hurt the Office and led to the departures of senior leaders.

1. Sheriff Corpus's decision to install Victor Aenlle in a leadership position hurt morale in the SMCSO.

Sheriff Corpus's decision to include Mr. Aenlle as part of her Executive Team hurt morale in the SMCSO because the sworn officers knew that he was not qualified to be a law enforcement leader. It is widely known in the Sheriff's Office, particularly among the more senior officers, that Mr. Aenlle had failed the field training program to become a full-time Sheriff's Deputy. Likewise, a number of senior officers are aware that the City of San Mateo Police Department recently rejected Mr. Aenlle's application for a position there.

Mr. Aenlle's attempts to supervise full-time sworn officers exacerbated this morale problem. Mr. Aenlle's role as the Executive Director of Administration was a civilian role, in which he was supposed to supervise civilian staff. Moreover, it is generally understood in the SMCSO that full-time sworn officers are not to be supervised by civilian executives. Nonetheless, Mr. Aenlle attempted to direct the work of full-time sworn officers, including captains in the Corrections Division.

Mr. Aenlle also inappropriately interfered with the work of civilian employees in the SMCSO, including those involved in the hiring process. On or about November 7, 2024, PSB Sgt. Jimmy Chan and Ms. Barnes interviewed applicants for a deputy sheriff trainee position. The interview process is required by PCST. Prior to the interview, Det. Mike Garcia told Sgt. Chan that he had personally worked to prepare one of the applicants that Sgt. Chan would interview that day. Det. Garcia identified the candidate by name and told Sgt. Chan that the candidate had been part of the Law Enforcement Candidate Scholars program. Thinking back on it, Sgt. Chan believes that Det. Garcia was trying to influence his assessment of the candidate. Det. Garcia is perceived within the SMCSO to be a favorite employee of Sheriff Corpus's; his mother, brother, and sister-in-law all contributed to Sheriff Corpus's 2022 campaign for Sheriff.

After interviewing the candidate, Sgt. Chan and Ms. Barnes each gave the candidate a non-passing score, based on her answers to their questions and her insufficient experience. They recommended that the candidate apply to become a Community Service Officer in order to gain relevant experience. Sgt. Chan told Det. Garcia and Lt. Zaidi that the candidate had not passed the interview.

Later that same day, Mr. Aenlle contacted Ms. Enders, the top civilian human resources employee within the SMCSO. Mr. Aenlle told Ms. Enders that Sheriff Corpus was upset because Ms. Barnes had been part of the interview panel and because the candidate had not passed the interview. Mr. Aenlle instructed Ms. Enders to rescind the interview results and to pass the applicant onto the next stage of the hiring process. Ms. Enders told Mr. Aenlle that she would not do so.

The following day, Undersheriff Perea instructed Lt. Zaidi to move the candidate forward in the hiring process. Lt. Zaidi informed Undersheriff Perea that the candidate had failed their interview, but Undersheriff Perea insisted, saying that Sheriff Corpus wanted the candidate moved through the process. Shortly thereafter, Lt. Zaidi instructed a civilian Management Analyst to change the candidate interview results in the application management system from "fail" to "pass" at the direction of the Sheriff and Undersheriff, and stood over her shoulder as she did so. Lt. Zaidi later informed Ms. Enders that he was told by Undersheriff Perea that Sheriff Corpus wanted the applicant to move forward in the hiring process.

Thereafter, Sgt. Fava and Sgt. Chan protested the decision to move the applicant forward in the hiring process notwithstanding the fact that the applicant had failed the interview. Ms. Enders ultimately refused to move the candidate forward in the process, writing that members of the Sheriff's Office should not "engage in actions that undermine or interfere with the integrity of the civil service process under any circumstances," and that "any deviation from" the interview and application process "would be inappropriate and unacceptable."

Mr. Aenlle's harsh treatment of SMCSO employees, and his generally poor leadership skills, further eroded morale. The example often cited by witnesses is Mr. Aenlle's treatment of long-time SMCSO civilian employee Jenna McAlpin. In April 2024, Mr. Aenlle confronted Ms. McAlpin concerning a rumor that she had posted denigrating content about Sheriff Corpus

on social media. Mr. Aenlle confronted Ms. McAlpin about this rumor on or about her last day at the Sheriff's Office. Ms. McAlpin denied having anything to do with the social media posts, but Mr. Aenlle implied that she was not being truthful; in response, she swore on her children's lives that she was telling the truth, and offered to take a lie-detector test. Ms. McAlpin was very upset by this interaction, and she told Mr. Aenlle that he was making her emotionally and physically uncomfortable. As soon as Mr. Aenlle left her office, Ms. McAlpin began to cry.

2. Sheriff Corpus's Executive Team warned her about Mr. Aenlle's conduct and the effect it was having on the office.

Sheriff Corpus was aware of Mr. Aenlle's unprofessional conduct but refused to act. On multiple occasions, Undersheriff Hsiung warned Sheriff Corpus that Mr. Aenlle's unprofessional conduct and lack of experience as a law enforcement leader imperiled the Sheriff's Office's operational abilities. One example of this arose in the context of an Internal Affairs investigation that occurred in 2024. A sergeant made an allegation of misconduct against a captain. The sole witness was also a captain. Because of the high ranks of the principal witness and subject of the investigation, the Sheriff's Office outsourced the investigation. Undersheriff Hsiung instructed Mr. Aenlle not to discuss the underlying incident with either captain, so as not to taint the investigation or violate procedural rights. Ignoring that instruction, Mr. Aenlle discussed the incident with the captain who was a principal witness in the investigation. When Undersheriff Hsiung confronted Mr. Aenlle about his interference with the investigation, rather than to take responsibility for his conduct, Mr. Aenlle attempted to minimize the effect of his decision to discuss the incident with the witness. Undersheriff Hsiung later told Sheriff Corpus that Mr. Aenlle compromised the investigation. However, he did not have confidence that Sheriff Corpus would or could control Mr. Aenlle's future conduct given their personal relationship.

Likewise, Assistant Sheriff Monaghan advised Sheriff Corpus, on multiple occasions, that Mr. Aenlle's conduct, and his way of communicating with employees, was interfering with operations for both sworn and civilian employees. For example, Assistant Sheriff Monaghan spoke to Ms. McAlpin shortly after the incident with Mr. Aenlle described above, and Ms. McAlpin was visibly upset and appeared to have been crying. Assistant Sheriff Monaghan spoke to Sheriff Corpus about it, but she downplayed the seriousness of the incident and commented that Ms. McAlpin has a tendency to be "emotional" and might have overreacted.

3. Sheriff Corpus's close personal relationship with Mr. Aenlle and her decision to retain him on her Executive Team contributed to the departures of numerous senior advisors and Executive Team members.

As described above, after Sheriff Corpus's election, she assembled a transition team of seasoned law enforcement officers with ties to the SMCSO office, including former Assistant Sheriff Jeff Kearnan, former Capt. Paul Kunkel, and former Lt. Dan Guiney. Mr. Kearnan left the transition team before Sheriff Corpus's inauguration due to his concerns about her relationship with

Mr. Aenlle. Likewise, Mr. Guiney left shortly after Sheriff Corpus's inauguration based on concerns about Mr. Aenlle.

Mr. Kunkel stayed on after Sheriff Corpus's inauguration as a contractor to serve as the unofficial Assistant Sheriff for Corrections and to hire a full-time replacement for that position. Mr. Kunkel identified several promising candidates for leadership positions, including a police chief from within San Mateo County and a former assistant sheriff from Santa Clara County. Mr. Kunkel could not identify any opposition to those candidates other than Mr. Aenlle's. Neither was hired. Capt. Kunkel chose to leave the SMCSO in early 2024 in large part due to Mr. Aenlle's influence over the office. At the time he left, no assistant sheriff for Corrections had been hired. Sheriff Corpus has still never had a full-time assistant sheriff for Corrections.

Mr. Hsiung joined the SMCSO as Sheriff Corpus's first undersheriff because he wanted to help Sheriff Corpus reform the SMCSO. Undersheriff Hsiung eventually resigned in June 2024 because of Sheriff Corpus's inability to command the SMCSO at an executive level, her tendency to retaliate against personnel who disagreed with her or she believed had previously wronged her, and her continually allowing Mr. Aenlle to interfere with him and other sworn personnel in the performance of their duties.

Like Mr. Hsiung, Mr. Monaghan entered his position enthusiastic about the prospect of working for a new sheriff with a reform-minded agenda. However, Sheriff Corpus removed Assistant Sheriff Monaghan from his position in September 2024, and she has not hired a full-time replacement for his position.

As a result of these departures, the SMCSO is currently operating without critical leadership positions filled. The SMCSO is supposed to operate with a Sheriff, Undersheriff and three assistant sheriffs, including one devoted to overseeing the operation of the County's two jails. There are currently no assistant sheriffs.

H. Grounds for Removal

The foregoing conduct is, independently and collectively, grounds to remove Sheriff Corpus from office for cause for the following reasons.

Sheriff Corpus violated laws related to the performance of her duties as Sheriff. San Mateo County Charter Art. IV § 412.5(B)(1). *First*, California's conflict-of-interest law requires public officials to exercise authority "with disinterested skill, zeal, and diligence and primarily for the benefit of the public." *Cark v. City of Hermosa Beach*, 48 Cal. App. 4th 1152, 1170–71 (1996) (quoting *Noble v. City of Palo Alto* (1928) 89 Cal. App. 47, 51). The law "prohibits public officials from placing themselves in a position where their private, personal interests may conflict with their official duties." *Id.* (quoting (64 Ops. Cal. Atty. Gen. 795, 797 (1981)). The common law conflict-of-interest rule "extends to noneconomic conflicts of interest." *Id.* at 1171 n.18. This law, and "[a]ll laws pertaining to conflicts of interest," are "applicable to all officers, employees and members of boards and commissions" of San Mateo County. San Mateo County Charter, Art. V § 510. Further, it is "the policy of the County to recruit, select, retain and

promote the best qualified officers and employees,” and “[a]ppointments and promotions shall be made on the basis of merit and in conformity with the principles of equal opportunity.” San Mateo County Charter, Art. V § 501. And “the selection and retention of employees” must be “on the basis of merit and fitness.” *Id.* § 505. Sheriff Corpus’s own Policy Manual provides that “Candidates for job openings will be selected based on merit, ability, competence and experience.” SMCSO Policy Manual § 1000.2. The Policy Manual further prohibits employees “from directly supervising, occupying a position in the line of supervision or being directly supervised by any other employee ... with whom they are involved in a personal or business relationship,” *id.* § 1025.2(a), and prohibits “recommending promotions ... or other personnel decisions affecting an employee ... with whom they are involved in a personal or business relationship,” *id.* § 1025.2(b). Sheriff Corpus has violated these laws with respect to her treatment of Mr. Aenlle, with whom she enjoys a close personal relationship, including by hiring and employing him at public expense in positions for which he is not qualified, by seeking promotions and salary increases for him, and by retaining him in those positions notwithstanding the fact that the County Executive and others advised Sheriff Corpus that doing so was improper. Moreover, Sheriff Corpus tolerated, enabled, and acquiesced to Mr. Aenlle’s conduct that was detrimental to the morale and proper functioning of the Sheriff’s office.

Second, pursuant to California Commission on Peace Officer Standards and Training (“POST”) regulations, “[e]very peace officer candidate shall participate in an oral interview to determine suitability to perform the duties of a peace officer.” Cal. Code Regs. tit. 11, § 1952(a). The SMCSO has an obligation to ensure that every peace officer candidate “satisfies all minimum selection requirements.” Cal. Code Regs. tit. 11, § 1952(a). Further, as noted above, all “[a]ppointments and promotions [in the SMCSO] shall be made on the basis of merit and in conformity with the principles of equal opportunity,” San Mateo County Charter, Art. V § 501, and “the selection and retention of employees” must be “on the basis of merit and fitness,” *id.* § 505. Sheriff Corpus violated these laws by directing that SMCSO personnel advance a candidate who failed an oral examination and thus failed to satisfy the minimum selection requirement specified by law.

Sheriff Corpus has also flagrantly and repeatedly neglected her duties as defined by law. San Mateo County Charter Art. IV § 412.5(B)(2). California law requires that Sheriff Corpus preserve the peace in San Mateo County, operate the jails in the County, and hire necessary staff to execute her responsibilities. Gov’t Code §§ 26600, 26604, 26605. Moreover, per Sheriff Corpus’s own Policy Manual, the “Sheriff is responsible for planning, directing, coordinating, controlling and staffing all activities of the Sheriff’s Office for its continued and efficient operation.” Policy Manual § 201.1.1(a)(2). In addition, “[t]he Sheriff is responsible for administering and managing ... the Administration and Support Services Division[,] Operations Division[,] and] Corrections Division.” *Id.* § 200.2. Each of the foregoing Divisions is to be commanded by an Assistant Sheriff. *Id.* §§ 200.2.1, 200.2.2, 200.2.3. Sheriff Corpus flagrantly neglected these duties by hiring, promoting and retaining Mr. Aenlle notwithstanding his lack of qualifications, his poor leadership skills, and the repeated warnings she received regarding the same. Indeed, as a result of Sheriff Corpus’s actions, the SMCSO is currently without any of the three assistant sheriffs required by Sheriff Corpus’s Policy Manual.

I. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- SMCSO Associate Management Analyst Valerie Barnes
- San Mateo County Executive Michael Callagy
- Sgt. Gaby Chaghouri
- Sgt. Jimmy Chan
- Det. Rick Chaput
- SMCSO Human Resources Manager Heather Enders
- Former Lt. Daniel Guiney
- Former Undersheriff Christopher Hsiung
- Former Assistant Sheriff Jeff Kearnan
- San Mateo County Human Resources Director Rocio Kiryczun
- Former Capt. Paul Kunkel
- Former Records Manager Jenna McAlpin
- Former Assistant Sheriff Ryan Monaghan
- Lt. Jonathan Sebring
- Dep. Carlos Tapia
- Executive Assistant Jennifer Valdez
- Lt. Irfan Zaidi

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- November 26, 2021 Barnes-Sheriff Corpus Texts re: Sheriff Christina Corpus's relationship with Kovach

- December 30, 2021 Barnes-Sheriff Corpus Texts re: Sheriff Christina Corpus's relationship with Kovach
- 2022 Draft Organizational Chart
- January 12, 2022 Barnes-Sheriff Corpus Texts re: Aenlle's Ranch
- January 18, 2022 Barnes-Sheriff Corpus Texts re: Sheriff Christina Corpus's relationship with Kovach
- January 27, 2022 Barnes-Sheriff Corpus Text re: Wedding Venues
- January 27, 2022 Barnes-Sheriff Corpus Texts re: Earrings
- January 31, 2022 Barnes-Sheriff Corpus Texts re: Aenlle
- February 26, 2022 Barnes-Sheriff Corpus Texts re: Aenlle Foot Massage
- May 11, 2022 Barnes-Sheriff Corpus Texts re: Airbnb in Hawaii
- August 30, 2022 Contract Between County of San Mateo and Victor Aenlle
- October 21, 2022 Email from Iliana Rodriguez to Aenlle re: Termination of Contract
- January 1, 2023 Contract Between County of San Mateo and Victor Aenlle
- 2023 Special Projects Coordinator I Job Description
- March 7, 2023 Email from County Human Resources Lisa Yapching to Joann Lov and Heather Enders re: Extra Help Positions
- July 6, 2023 Job Posting for Executive Director of Administration
- 2023 Victor Aenlle CV and Application for Executive Director of Administration
- July 31, 2023 Memo from Sheriff Christina Corpus to Rocio Kiryczun re: Victor Aenlle - Step E Request
- August 1, 2023 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Victor Aenlle - Step E Request
- February 13, 2024 Memo from Sheriff Christina Corpus to Rocio Kiryczun re: Differential Request for Dr. Victor Aenlle
- March 8, 2024 Email from Sheriff Christina Corpus to Former Undersheriff Christopher

Hsiung re: Document

- March 12, 2024 Memo from Former Undersheriff Hsiung to Rocio Kiryczun re: Temporary Differential Pay
- March 13, 2024 Email from Rocio Kiryczun to Hsiung and Sheriff Christina Corpus re: Discretionary Pay for Victor Aenlle
- April 16, 2024 Memo from Sheriff Christina Corpus to Rocio Kiryczun re: Request for Aenlle Raise
- April 24, 2024 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Request for Reconsideration of Allowance for Victor Aenlle
- September 25, 2024 Victor Aenlle Transcript of Interview with Judge Cordell
- November 13, 2024 Email from Sgt. Joe Fava and Sgt. Jimmy Chan to Lt. Irfan Zaidi re: Oral Board Concern
- November 13, 2024 Video Recording of Special Meeting of the Board of Supervisors
- November 14, 2024 Email from Rocio Kiryczun to Sheriff Christina Corpus re: Assistant Sheriff Job Classification Requirements
- November 18, 2024 Email from Heather Enders to Sheriff Christina Corpus, Undersheriff Perea, and Lt. Irfan Zaidi re: Concerns Regarding the Interview Process for Candidate
- 2024 Victor Aenlle Volunteer Hours
- April 17, 2025 Email from Sheriff Christina Corpus to Len Beato re: Reserve Deputy Victor Aenlle

II. Grounds for Removal Relating to the Investigation and Arrest of DSA President Carlos Tapia

A. Introduction

Dep. Carlos Tapia is the president of the DSA. The DSA is the recognized bargaining unit for San Mateo County deputies, correctional officers, and district attorney inspectors.

In 2024, the relationship between the DSA and Sheriff Corpus broke down due to several issues, including Mr. Aenlle's role in the SMCSO and negotiations related to the Sheriff's overtime policy. After the DSA began to criticize Sheriff Corpus, she ordered her Executive Team, and in particular then-Acting Assistant Sheriff Matthew Fox, to investigate how Dep. Tapia submitted

his hours worked to the County. In ordering this investigation and then conducting it in-house, Sheriff Corpus did not follow the SMCSO's standard policy to refer investigations of potential criminal activity by members of the SMCSO to the San Mateo District Attorney. This policy is important to prevent the Sheriff from unilaterally conducting and acting on allegations of serious misconduct where conflicts of interest are present, such as in the investigation of a union leader by the Sheriff. Compounding her failure to refer the investigation to the District Attorney, Sheriff Corpus and Mr. Aenlle repeatedly and improperly limited the scope of the investigation, precluding her lead investigator from collecting relevant evidence and speaking to material witnesses.

On November 12, 2024, based on that restricted and therefore incomplete investigation, the Sheriff sent her lead investigator to meet with and inform the District Attorney of her plan to arrest Dep. Tapia that day. After the District Attorney declined to apply for an arrest warrant and advised against proceeding with a warrantless probable cause arrest, Sheriff Corpus nevertheless ordered her personnel to arrest Dep. Tapia that same day. A month later, the District Attorney's Office concluded its own investigation and exonerated Dep. Tapia, stating that "Deputy Tapia should not have been arrested" because "the complete investigation showed that there was no basis to believe any violation of law had occurred."

In ordering Dep. Tapia's investigation and arrest, Sheriff Corpus violated laws related to the performance of her duties, flagrantly neglected her duties, and obstructed an investigation into herself and the SMCSO, providing cause for her removal under Section 412.5(b)(1), (2), and (5).

B. Factual Background

1. The MOU allows Dep. Tapia to bill for "release time" spent on DSA activities.

The County and the DSA have entered into a Memorandum of Understanding ("MOU") that governs management and labor relations for the 2021–2026 period. Section 3 of the MOU provides the DSA President with 60 hours of "release time" per pay period, which equates to 30 hours of release time per week. The MOU explains that "[p]aid release time is intended to support the collaboration and cooperative spirit of labor relations by ensuring that Association members have access to resources designed to help support their continued success as public employees and that Association leaders have an opportunity to work together to support the success of their members." The MOU limits the DSA President's use of release time to delineated union-related activity. The MOU further states that all "approved release time will be coded appropriately on the employee's timecard using pay code RTE."

Former Acting Sgt. David Wozniak served as the DSA President for over a decade until mid-2022. Throughout his tenure, Mr. Wozniak did not use the "RTE" code, or any other code, to log release time spent on DSA activities when he submitted his timecards. Instead, he used the "001 – Regular Hour" code for his DSA-related work.

Dep. Tapia became interim DSA President in July 2022. A few months after Dep. Tapia was elected DSA President, he was transferred to the Transportation Unit within the SMCSO. At the time Dep. Tapia was moved into the Transportation Unit, he was assigned a four-days-a-week, ten-hours-per-day schedule. Dep. Tapia conducted 30 hours of DSA business per week, typically on Tuesdays, Wednesdays, and Thursdays. On Fridays, Dep. Tapia was assigned to work a ten-hour shift in the Transportation Unit. Like his predecessor, Dep. Tapia used the "001 – Regular Hour" code for logging all of his work, whether for the DSA or the Transportation Unit, until August 2024 when, as discussed below, he was told to use a different code.

2. After Sheriff Corpus takes over the SMCSO, her relationship with the DSA deteriorates.

After Sheriff Corpus took office in January 2023, she and her Executive Team began to confer with the DSA and OSS about labor relations. Those discussions became increasingly contentious and hostile over time.

In or around January 2024, Dep. Tapia began receiving complaints from DSA members about Mr. Aenlle. These complaints alleged, among other things, that Mr. Aenlle—who, as discussed above, had no experience in executive law enforcement before joining Sheriff Corpus's Executive Team—engaged in inappropriate behavior towards deputies and frequently made decisions outside the scope of his role as the Executive Director of Administration. Dep. Tapia periodically raised these issues with then-Undersheriff Hsiung, who relayed the complaints to Sheriff Corpus. Sheriff Corpus did not address or resolve those complaints, and Mr. Aenlle did not demonstrate a meaningful change in behavior.

In or around March 2024, Dep. Tapia conferred with Sheriff Corpus concerning overtime policies. The double overtime policy, which was in effect between December 2023 and June 2024, allowed officers to receive double time when they worked more than nine hours of overtime per week. Another overtime policy in place governed how overtime shifts would be scheduled. In the course of their discussions, Sheriff Corpus began asserting that she thought the policies were problematic and needed to be changed or discontinued, including because of her view that some deputies were excessively billing double overtime. Dep. Tapia disagreed and expressed that the policies were working as intended and helped the SMCSO with recruiting and retention.

Around the same time, Sheriff Corpus and her Executive Team tasked SMCSO Director of Finance Stacey Stevenson with tracking which deputies were submitting double overtime and how much double overtime they were submitting. At all relevant times, Ms. Stevenson reported directly to Mr. Aenlle. At the direction of Sheriff Corpus's Executive Team, Ms. Stevenson tracked the ongoing costs of double overtime and presented her analysis of those costs to the Executive Team on a bi-weekly basis. As Ms. Stevenson was preparing the double overtime reports, either she or a member of the Executive Team realized that Dep. Tapia and other union leaders were not using billing codes to differentiate between their regular hours and their release

time spent on union activities. Ms. Stevenson would later inform investigators from the District Attorney's Office that this discovery was made in June or July 2024.

On or about June 21, 2024, it became public throughout the SMCSO that Undersheriff Hsiung had resigned from the SMCSO. As noted above, Undersheriff Hsiung reports that he resigned because of Sheriff Corpus's inability to command the SMCSO, her tendency to retaliate against personnel, and her refusal to stop Mr. Aenlle from interfering with sworn personnel in the performance of their duties.

On June 21, 2024, DSA Vice President Ephraim Cheever sent an email broadly distributed throughout the SMCSO stating that DSA leadership was "deeply saddened by this change, as [Undersheriff Hsiung] was a big supporter of our organization, our union, and us as employees." The email further stated that the DSA had "several projects, such as revisions to the overtime policy ... that are now left in limbo."

Later that day, Sheriff Corpus sent Dep. Tapia a text message stating that she was "very disappointed at the email that was sent out by Cheever." Dep. Tapia responded by proposing that he and Sheriff Corpus have a meeting to discuss. At the meeting, Sheriff Corpus continued to stress her disappointment in DSA Vice President Cheever's email and asked Dep. Tapia to issue a statement to "retract" Cheever's email. Dep. Tapia declined to do so.

In or around July 2024, Dep. Tapia began to meet with Undersheriff Perea, who had replaced Undersheriff Hsiung, to discuss a potential renewal of an overtime policy, which was set to expire. Dep. Tapia and Undersheriff Perea had several meetings in which they discussed potential changes to the overtime policy, but they were unable to reach an agreement. The meetings became increasingly contentious and hostile as the parties were unable to reach an agreement.

3. Judge Cordell interviews Dep. Tapia.

On or about August 12, 2024, Judge Cordell interviewed Dep. Tapia as part of her independent investigation.

4. The DSA and Sheriff Corpus have a contentious meeting concerning overtime policies.

On or about August 15, 2024, Sheriff Corpus, Undersheriff Perea, Dep. Tapia, OSS President Hector Acosta, and Katy Roberts, a San Mateo County human relations official, along with others, held a labor meet-and-confer about the Sheriff's overtime policies and practices. The meet-and-confer was unsuccessful, and several attendees described the meeting as heated and contentious.

5. After the August 15, 2024 meeting, Dep. Tapia begins to receive messages from SMCSO's finance and human resources departments concerning his timecard practices.

A few hours after the contentious August 15, 2024 meet-and-confer meeting ended, Dep. Tapia received an email from a member of the SMCSO's Human Resources staff, Connor Santos-Stevenson, instructing him to "please put something in the comments section [of his timecards] when you have a 015 line- for auditing purposes."²

After receiving the email Dep. Tapia called Mr. Santos-Stevenson and asked him why Mr. Santos-Stevenson was auditing his timecards. Mr. Santos-Stevenson responded that he did not "want to be involved" and "was being asked to do this," but he declined to identify who had asked him to email Dep. Tapia. Mr. Santos-Stevenson appears to have known that Dep. Tapia did not use the 015 code when entering time since at least December 2023.³

The next day, on August 16, 2024, Ms. Stevenson emailed SMCSO Deputy Director of Finance Jason Cooksey to ask him to review the DSA union agreement "and find the language that allows" for the Sheriff's Office to "be reimbursed by the [DSA] for a portion of" Dep. Tapia's salary.

On August 19, 2024, Mr. Cooksey responded by saying he did not see "any specific language in the MOUs that mentions reimbursement for the paid release time." On August 19, 2024, after receiving Mr. Cooksey's message, Ms. Stevenson emailed the SMCSO Payroll Unit with the subject line "Check timecard." In the email, Ms. Stevenson stated that she had learned that Dep. Tapia should be using the "RTE" code in his timecard for time spent "conducting union business," and she asked the Payroll Unit to "please check ... Carlos Tapia's timecards and let [her] know if he uses that code ever[.]" On August 21, 2024, SMCSO Payroll Supervisor Van Enriquez responded by stating that he had run "a quick audit and [did not] think [Carlos Tapia had] ever used that code before." Ms. Stevenson then asked Mr. Enriquez to email Dep. Tapia, copying Dep. Tapia's supervisor, and tell him that he should be using an "RTE" code to log his release time for DSA activities when submitting his timecards. She also asked Mr. Enriquez to "blind copy" or "forward the email" so she could "retain a record."

On August 23, 2024, as requested by Ms. Stevenson, Mr. Enriquez sent Dep. Tapia an email instructing him that he needed to change his practice and use the code "RTE" whenever he was logging release time on his timecard for DSA activity. Mr. Enriquez copied Dep. Tapia's supervisors, Lt. Brandon Hensel and Sgt. Steve Woelkers, on the correspondence.

² "015" is a code that the DSA President has traditionally used for specialty pay when submitting timecards.

³ Mr. Santos-Stevenson is Ms. Stevenson's son.

After receiving that email, Dep. Tapia called Mr. Enriquez and asked him who had instructed him to look into his timecards. Dep. Tapia reports that Mr. Enriquez responded by saying "I don't want to get involved." Dep. Tapia also told Mr. Enriquez that the County's payroll system did not permit him to use the "RTE" code. Mr. Enriquez then corresponded with the County's Human Resources Department, which confirmed that Dep. Tapia did not have the ability to use the "RTE" code but could use a "010" code to log release time.

On August 28, 2024, Mr. Enriquez emailed Dep. Tapia again and told him to instead use the code "010" to report his DSA time in light of the fact that he could not access the "RTE" code. Since then, Dep. Tapia has reported his DSA time using the "010" code as instructed by Mr. Enriquez.

Sgts. Chiu, Hallworth, and Woelkers were Dep. Tapia's direct supervisors in the Transportation Unit during the relevant time period. They regularly reviewed and approved Dep. Tapia's timecards. All of them reported that, prior to November 2024, they were unaware of a requirement that Dep. Tapia should have been logging DSA time using a specific release time code. Dep. Tapia has no recollection of his predecessor Mr. Wozniak, his supervising sergeants, or anyone else telling him that, as DSA President, he should log his DSA time in his timecards using a specific release time code before Mr. Enriquez instructed him to do so in August 2024.

Several members of SMCSO reported that coding errors in timecards are commonplace within the office. For example, SMCSO Human Resources Manager Heather Enders reported that issues with timecards like Dep. Tapia's are the sort of "human error" that are very common at the SMCSO. Ms. Enders noted that, despite her role in human resources, even she has had issues with correctly coding her timecards.

6. The DSA and OSS file a PERB complaint against Sheriff Corpus and declare "no confidence" in Mr. Aenlle.

After the August 15, 2024 meeting, relations between the DSA and OSS and Sheriff Corpus continued to deteriorate, and DSA and OSS leadership had by then begun considering a vote of no confidence against Mr. Aenlle. On August 26, 2024, Dep. Tapia received a text message from Det. Mike Garcia, who Dep. Tapia understood was a close ally of Sheriff Corpus, asking if he was available for a call. On that call, Det. Garcia said that he had heard that the DSA was planning to on hold a vote of no confidence against Sheriff Corpus. Dep. Tapia clarified that the no-confidence vote would be against Mr. Aenlle. Det. Garcia expressed disagreement with the planned vote and asked if Dep. Tapia had spoken to Sheriff Corpus about problems with Mr. Aenlle and DSA's intent to hold the vote of no confidence. Dep. Tapia said that he had tried but the Sheriff did not return his calls.

Later that same day, Dep. Tapia received a text message from Sheriff Corpus that said, "I haven't received any calls from you. We can meet off site in San Bruno on Monday." Dep. Tapia understood from Sheriff Corpus's text message that she had discussed the DSA's plans to hold a no-confidence vote concerning Mr. Aenlle with Det. Garcia and was offering to meet to discuss the planned vote.

On or about August 30, the DSA filed a complaint to the California Public Employment Relations Board (“PERB”) alleging that the County, through Sheriff Corpus, had engaged in unlawful labor practices, including failing to meet and confer in good faith concerning the overtime policy.⁴ On September 6, 2024, the DSA and OSS began polling members regarding a vote of “no confidence” in Mr. Aenlle.

On September 17, 2024, the DSA and OSS publicly announced their vote of “no confidence” in Mr. Aenlle at a news conference.

7. Sheriff Corpus inquired about Dep. Tapia’s attendance in Transportation.

In August or September 2024, Sheriff Corpus called Lt. Hensel, who managed the Transportation Unit to which Dep. Tapia was assigned. According to Lt. Hensel, Sheriff Corpus asked him about Dep. Tapia’s attendance in the Transportation Unit and told him that she may need him to start monitoring Dep. Tapia’s attendance. Lt. Hensel told Sheriff Corpus that he was surprised by this because he was unaware of any issues with Dep. Tapia’s attendance and had never reported any such issues up his chain of command. Sheriff Corpus responded that she wanted to make sure Dep. Tapia was showing up in Transportation when he was supposed to.

8. Sheriff Corpus asks Acting Assistant Sheriff Fox to investigate Dep. Tapia.

On or about October 14, 2024, Sheriff Corpus directed Acting Assistant Sheriff Fox to initiate an investigation into how Dep. Tapia recorded and coded his time on his timecards. Acting Assistant Sheriff Fox reports that Sheriff Corpus told him that she had decided to open this investigation because Lt. Hensel had reached out to her and told her that Dep. Tapia was “never here”—meaning, working in the Transportation Unit—and had asked whether Dep. Tapia’s assigned day in the Transportation Unit could be changed from Friday to Monday.

Lt. Hensel, however, disputes this account. As noted above, Lt. Hensel recalls that Sheriff Corpus approached him and, to his surprise, told him that she may need him to monitor Dep. Tapia’s attendance. Lt. Hensel is confident he would not have said or suggested that he was having issues with Dep. Tapia’s attendance. Likewise, Lt. Hensel reports that he would not have said that he wanted to switch Dep. Tapia’s assigned day in the Transportation Unit from Friday to Monday because Fridays tend to be difficult days to staff. Sgt. Woelkers, Sgt. Hallworth, and Sgt. Chiu all independently verified that Fridays are busy days for the Transportation Unit.

⁴ On April 3, 2025, PERB issued its own complaint alleging that the County, through Sheriff Corpus, engaged in unfair labor practices by, among other things, failing to meet and confer in good faith regarding the overtime policy.

9. In violation of SMCSO policy, Sheriff Corpus conducts an in-house investigation into Dep. Tapia for potential criminal conduct.

In or around mid- or late October 2024, Acting Assistant Sheriff Fox met with Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle to review his preliminary investigative findings regarding Dep. Tapia's timecards. Acting Assistant Sheriff Fox informed the Sheriff, the Undersheriff, and Mr. Aenlle at this meeting that he had discovered that Dep. Tapia had abruptly changed his coding behavior in August 2024. Sheriff Corpus and Mr. Aenlle responded that this timing coincided with when Dep. Tapia and the DSA had begun to publicly criticize the Sheriff, and they suggested to Acting Assistant Sheriff Fox that Dep. Tapia changed his timecard practices at that time because he knew he would come under scrutiny given his increased public criticism of the Sheriff. There was no mention at this meeting with Acting Assistant Sheriff Fox that Mr. Enriquez, at Ms. Stevenson's direction, had told Mr. Tapia on August 28, 2024, that he should change the billing code for reporting his release time.

At this meeting, Sheriff Corpus, Undersheriff Perea, Mr. Aenlle, and Acting Assistant Sheriff Fox discussed potential options on how to proceed with the investigation in light of Acting Assistant Sheriff Fox's preliminary findings. Acting Assistant Sheriff Fox and Undersheriff Perea made several recommendations, one of which included transferring the investigation to the District Attorney's Office. In a break with SMCSO policy,⁵ Sheriff Corpus decided against that recommendation, stating that she did not trust personnel within the District Attorney's Office. Acting Assistant Sheriff Fox and Undersheriff Perea also suggested transferring the investigation to PSB, which is responsible for Internal Affairs investigations within the SMCSO. Sheriff Corpus also rejected that suggestion, stating that she did not trust the sworn officers assigned to PSB. The Executive Team also discussed bringing in an outside investigator to take over the investigation into Dep. Tapia's timecards. Sheriff Corpus rejected that suggestion as well. Acting Assistant Sheriff Fox and Undersheriff Perea further recommended placing Dep. Tapia on administrative leave, which is a common step taken by internal investigators when the alleged misconduct is serious and, critically, would have allowed for more time for the investigation. Again, Sheriff Corpus rejected this suggestion as well. The Sheriff ultimately decided that Acting Assistant Sheriff Fox would complete the investigation himself.

10. Sheriff Corpus and her Executive Team limit the evidence available to Acting Assistant Sheriff Fox.

According to Acting Assistant Sheriff Fox, neither Sheriff Corpus nor anyone else from the Executive Team informed him at any time that Mr. Enriquez had instructed Dep. Tapia to begin coding his release time with the 010 code in August 2024.

⁵ Section 1011.9 of the SMCSO Policy Manual states: "Where a member is accused of potential criminal conduct, the district attorney's office shall be requested to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation."

Although Ms. Stevenson did not respond to multiple requests to be interviewed as part of our investigation in an interview with the District Attorney's Office on December 2, 2024, Ms. Stevenson told investigators that she was "sure" that she had told the Executive Team that she had discovered Dep. Tapia's coding error, and that she had asked Mr. Enriquez "to email [Dep. Tapia] to use proper coding" because the Executive Team had been "watching all of the overtime reports" and had discussed that "the union reps were not using their time and that [Ms. Stevenson] would need to clear it up with HR."

During the course of Acting Assistant Sheriff Fox's investigation, he informed Mr. Aenlle that he was planning to contact Mr. Enriquez to discuss Dep. Tapia's timecards. Mr. Aenlle, however, directed Acting Assistant Sheriff Fox to instead interview Joann Lov, another payroll staff member. Ms. Lov did not know that Mr. Enriquez had instructed Dep. Tapia to change his timecoding practices in August 2024. Heeding Mr. Aenlle's direction, Acting Assistant Sheriff Fox met with Ms. Lov, and not Mr. Enriquez.

Sometime in mid-October 2024, Acting Assistant Sheriff Fox asked to review Dep. Tapia's keycard records. Sheriff Corpus denied that request, stating to Acting Assistant Sheriff Fox that she did not trust the lieutenant who oversaw those records. As a result, Acting Assistant Sheriff Fox was unable to review keycard records to confirm whether Dep. Tapia was present for shifts in the Transportation Unit even when other scheduling materials may have suggested he was absent.

In late October and into November 2024, Acting Assistant Sheriff Fox provided near-daily updates to Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle regarding his investigation into Dep. Tapia's timecards. On multiple occasions in late October and into November 2024, Acting Assistant Sheriff Fox repeated his suggestion to Sheriff Corpus that Dep. Tapia be placed on administrative leave, which would have allowed for more time for the investigation. Sheriff Corpus dismissed those recommendations and instead instructed Acting Assistant Sheriff Fox to complete the investigation.

Acting Assistant Sheriff Fox's investigation focused primarily on cross-referencing attendance information he obtained from Lt. Hensel based on daily scheduling materials from the Transportation Unit with Dep. Tapia's timecard records. Lt. Hensel informed Acting Assistant Sheriff Fox that the Transportation Unit's scheduling materials were potentially incomplete and subject to human error. Lt. Hensel further informed Acting Assistant Sheriff Fox that he was unaware of any attendance issues with Dep. Tapia and recommended to Acting Assistant Sheriff Fox that he speak with Dep. Tapia's direct supervisors in Transportation, which included Sgts. Woelkers, Hallworth, and Chiu. Acting Assistant Sheriff Fox did not interview any of the sergeants in the Transportation Unit.

Sgts. Woelkers, Hallworth, and Chiu, who were responsible for reviewing Dep. Tapia's timecards or overtime slips before he submitted them, do not recall having to correct any inaccuracies in the timecards or overtime slips. They further reported that Dep. Tapia is an exemplary and reliable employee who does not miss work without explanation, who typically

communicates about his availability, and who they can rely upon as a team player. None of them could recall a single instance of Dep. Tapia not showing up for an assigned shift in the Transportation Unit unless Dep. Tapia gave prior notice. All of them stated that, if Dep. Tapia had been absent unexpectedly, they would have known about it. Lt. Hensel also described Dep. Tapia as a “trustworthy and professional” employee, and he recalled consistently seeing Dep. Tapia working in the Transportation Unit when he was expected to be there.

11. Sheriff Corpus orders Dep. Tapia to be arrested on November 12, 2024.

On or about Thursday, November 7, 2024, Acting Assistant Sheriff Fox met with Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle and discussed his findings. Multiple times throughout his investigation, including in his report presented to the Executive Team that day, Acting Assistant Sheriff Fox made clear to Sheriff Corpus, Undersheriff Perea, and Mr. Aenlle that he believed Dep. Tapia had committed timecard fraud because of the abrupt change in Dep. Tapia’s timecard practices in August 2024.

In the November 7 meeting, Acting Assistant Sheriff Fox and Undersheriff Perea again suggested placing Dep. Tapia on administrative leave. The Sheriff declined to do so. The Executive Team discussed other options, including obtaining an arrest warrant or conducting a probable cause arrest that day. Acting Assistant Sheriff Fox reports that Mr. Aenlle advocated for arresting Dep. Tapia that day, but Sheriff Corpus opted not to do so. Instead, the Executive Team agreed to meet again on Tuesday, November 12, 2024.

At that time, Sheriff Corpus and the Executive Team were aware that Judge Cordell was nearing the completion of her investigation. On November 7, after his meeting with Sheriff Corpus, Acting Assistant Sheriff Fox met separately with Undersheriff Perea and Mr. Aenlle and recalls that they discussed the forthcoming release of the Cordell Report. Mr. Aenlle was upset about the prospect of the report being released soon.

On the morning of November 12, 2024, Sheriff Corpus informed Acting Assistant Sheriff Fox of her decision to arrest Dep. Tapia and instructed him to notify the District Attorney’s office that the SMCSO would proceed with the arrest. A meet-and-confer between the union and the Executive Team to discuss the overtime policy had previously been scheduled for the afternoon of November 12, 2024.

As instructed, Acting Assistant Sheriff Fox met with Chief Deputy District Attorney Shin-Mee Chang in person to discuss Acting Assistant Sheriff Fox’s investigation of Dep. Tapia. During that meeting, Acting Assistant Sheriff Fox requested that the District Attorney seek an arrest warrant for Dep. Tapia. He further stated that if the District Attorney did not obtain a warrant, the SMCSO would proceed with its own, warrantless, probable cause arrest later that day. Chief Deputy District Attorney Chang told Acting Assistant Sheriff Fox that (1) the District Attorney would not seek an arrest warrant that day; (2) the District Attorney’s Office had reviewed a number of timecard fraud cases over the years and it would not treat this one differently; and (3) timecard fraud cases tended to be complex and further investigation may be needed. She also told Acting Assistant Sheriff Fox that she urged the Sheriff’s Office not to proceed with a

warrantless arrest that day because, given the complexity of timecard fraud cases, the District Attorney's Office would not be able to complete its investigation within 48 hours—at which point Dep. Tapia would have to be released from custody under California law.⁶ Acting Assistant Sheriff Fox responded by informing Chief Deputy District Attorney Chang that the Sheriff's Office would nevertheless proceed with a warrantless arrest that day and that he would let her know as soon as the arrest occurred.⁷

Following this meeting, Acting Assistant Sheriff Fox spoke with Sheriff Corpus and relayed to her the conversation he had had with Chief Deputy District Attorney Chang. Acting Assistant Sheriff Fox informed Sheriff Corpus that Chief Deputy District Attorney Chang had said that proceeding with a warrantless arrest of Dep. Tapia without allowing the District Attorney to first conduct its own investigation was “not ideal.” The Sheriff nevertheless made the decision to go forward with the warrantless arrest. Acting Assistant Sheriff Fox reports that he, Undersheriff Perea, Mr. Aenlle, and SMCSO Director of Communications Gretchen Spiker were present at the meeting at which Sheriff Corpus made her decision to arrest Dep. Tapia.

Acting Assistant Sheriff Fox subsequently instructed Dep. Tapia (through his attorneys) to turn himself in for arrest at 1:00 p.m.—an hour before the previously scheduled meet-and-confer between the Sheriff and the DSA. SMCSO staff recorded Dep. Tapia self-surrendering for his arrest and shared the video with the media.⁸ Members of the SMCSO then executed Sheriff Corpus's order, arrested Dep. Tapia, and took his mugshot before releasing him on bail. The arrest was made based on a probable cause declaration signed by Acting Assistant Sheriff Fox. The declaration supporting probable cause for the arrest states that Dep. Tapia's purported criminal intent “was apparent in August 2024 when he started to submit his timecards with Association business and made the distinction of billing appropriately.” Acting Assistant Sheriff Fox since reported that, had he known about Mr. Enriquez's August 2024 emails with Dep. Tapia, he would not have believed that there was probable cause to arrest Dep. Tapia on November 12, 2024.

⁶ California Penal Code section 825(a) requires a defendant to be taken before a magistrate judge and arraigned within 48 hours after his arrest.

⁷ Acting Assistant Sheriff Fox also stated during this meeting that Sheriff Corpus was concerned that one of the District Attorney's investigators sat on the DSA Board. Chief Deputy District Attorney Chang assured Acting Assistant Sheriff Fox that, if the District Attorney investigated Deputy Tapia, they would make sure that no one that had a prior connection to Deputy Tapia or the DSA would be involved in the investigation.

⁸ For example, this video published by the Mercury News states that the footage is “courtesy of San Mateo County's Sheriff's Department.” Mercury News, San Mateo County Deputy Sheriff's Association President Carlos Tapia turns himself in, Youtube, <https://www.youtube.com/watch?v=hr9cCuX0pvY>.

12. Mr. Aenlle uses Dep. Tapia's arrest to try to discourage the release of the Cordell Report.

A few hours after Dep. Tapia's arrest, Mr. Aenlle's personal attorney, Deborah Drooz, emailed San Mateo Supervisors Naelia Corzo and Ray Mueller to threaten litigation over purported "falsehoods" that she anticipated may soon be released in the Cordell report. Ms. Drooz stated that she was "advised that a source for such falsehoods may be DSA president Carolos [sic] Tapia, someone we believe has long been dedicated to ousting Sheriff Christina Corpus and her subordinates, including Mr. Aenlle. If that is the case, you should be advised that Mr. Tapia's reputation for honesty and reliability have [sic] come under law enforcement scrutiny. As we understand it, Mr. Tapia was arrested today for fraudulent timecard use."

The Cordell Report was released to the public that day.

13. After conducting an investigation, the District Attorney declines to prosecute Dep. Tapia.

The District Attorney's Office subsequently conducted a month-long investigation into Dep. Tapia's timecard practices. At the end of that investigation, the District Attorney concluded that "no crime was committed by Deputy Tapia, that the complete investigation showed that there was no basis to believe any violation of law had occurred, and finally that Deputy Tapia should not have been arrested." The District Attorney further concluded that the Sheriff's Office investigation had been "extraordinarily limited and did not involve necessary follow-up investigation to examine the accuracy of the allegations."

Despite this, Dep. Tapia remains on administrative leave to this day, more than six months after his improper arrest.

C. Grounds for Removal

The foregoing conduct related to Dep. Tapia is, independently and collectively, grounds to remove Sheriff Corpus from office for the following reasons.

First, Sheriff Corpus violated laws related to the performance of the Sheriff's duties. San Mateo County Charter Art. IV § 412.5(B)(1). Sheriff Corpus ordered Dep. Tapia arrested without probable cause to support that arrest in violation of Penal Code § 836. *See People v. Mower*, 28 Cal. 4th 457, 473 (2002) ("Reasonable or probable cause means such a state of facts as would lead a man of ordinary caution or prudence to believe, and conscientiously entertain a strong suspicion of the guilt of the accused."); *Poldo v. United States*, 55 F.2d 866, 869 (9th Cir. 1932) ("Mere suspicion is not enough; there must be circumstances represented to the officers through the testimony of their senses sufficient to justify them in a good-faith belief that the defendant had violated the law.").

Additionally, Sheriff Corpus subjected Dep. Tapia to an investigation and arrest as the result of his engaging in protected union activity. This constitutes unlawful retaliation in violation of well-established California law. *See* Gov't Code § 3304(a) ("No public safety officer shall be subjected to punitive action ... or be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter[.]"); Gov't Code § 3502.1 ("No public employee shall be subject to punitive action ... , or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit."); Gov't Code § 3506 ("Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502."); Gov't Code § 3506.5(a) ("A public agency shall not ... impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter."); *see also* Cal. Code Regs. tit. 8, § 32603; Civ. Code § 51.7; San Mateo County Code § 2.14.090.

Second, in directing and overseeing a limited and therefore incomplete investigation of Dep. Tapia, Sheriff Corpus flagrantly neglected her duties as defined by law to preserve peace and investigate public offenses. San Mateo County Charter Art. IV § 412.5(B)(2); *see also* Gov't Code § 26600 (requiring the sheriff to preserve peace); *id.* § 26602 (requiring the sheriff to investigate public offenses); *Saunders v. Knight*, No. CV F 04-5924 LJO WMW, 2007 WL 3482047, at *18 (E.D. Cal. Nov. 13, 2007) ("[T]he sheriff has a duty imposed by statute to enforce the laws of the state and maintain public order and safety." (citing Gov't Code §§ 26600, 26602)); *Laurie Q. v. Contra Costa County*, 304 F. Supp. 2d 1185 (N.D. Cal. 2004) ("[S]heriffs are required under California law to ... 'investigate public offenses which have been committed.' In other words, California's sheriffs are local, non-discretionary executors of a statewide criminal system[.]" (citing Gov't Code § 26602)); Gov't Code § 815.6 ("Where a public entity is under a mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury, the public entity is liable for an injury of that kind proximately caused by its failure to discharge the duty unless the public entity establishes that it exercised reasonable diligence to discharge the duty."); *Ramirez v. City of Buena Park*, 560 F.3d 1012, 1024 (9th Cir. 2009) (holding that officers "may not disregard facts tending to dissipate probable cause"). Sheriff Corpus, herself and through Mr. Aenlle, unreasonably restricted Acting Assistant Sheriff Fox from collecting relevant evidence and speaking to key witnesses in the course of his investigation into Dep. Tapia. Sheriff Corpus also insisted that the arrest proceed on November 12, 2024, against the advice of the District Attorney and despite Acting Assistant Sheriff Fox recommending that Dep. Tapia be placed on administrative leave to allow for additional time for the investigation. After the District Attorney refused to provide a warrant for the arrest, Sheriff Corpus ordered the arrest of Dep. Tapia, the DSA President, based purportedly on probable cause. Within a month, the District Attorney determined "there was no

⁹ Section 3502 provides "public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations." Gov't Code § 3502.

basis to believe any violation of law had occurred, and ... Dep. Tapia should not have been arrested.”

Third, Sheriff Corpus obstructed an investigation into the conduct of the Sheriff and/or the SMCSO as authorized by the Board of Supervisors. San Mateo County Charter Art. IV § 412.5(B)(5); *see also People v. Belmares*, 130 Cal. Rptr. 2d 400, 404 (2003) (describing “obstruct” in the law enforcement context to mean “be or come in the way of,” “hinder from passing, action, or operation,” “impede,” “retard,” “shut out,” and “place obstacles in the way”); *Lorenson v. Superior Court*, 35 Cal. 2d 49, 59 (1950) (defining obstruction as “malfeasance and nonfeasance by an officer in connection with the administration of his public duties, and also anything done by a person in hindering or obstructing an officer in the performance of his official obligations”); *People v. Martin*, 135 Cal. App. 3d 710, 726 (1982) (same). Acting Assistant Sheriff Fox recommended placing Dep. Tapia on administrative leave to allow more time for an investigation. Likewise, the District Attorney recommended allowing its office to conduct the investigation instead of proceeding with a probable cause arrest on November 12, 2024. Despite those recommendations, Sheriff Corpus ordered Dep. Tapia to be arrested on November 12, 2024, following an incomplete investigation. Then, within a few hours of the arrest, counsel representing Mr. Aenlle encouraged the Board of Supervisors not to release the Cordell Report and cited Dep. Tapia’s recent arrest as evidence that he could not be trusted as a reliable informant.

D. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Sgt. Hector Acosta;
- Chief Deputy District Attorney Shin-Mee Chang;
- Sgt. Daniel Chiu;
- SMCSO Human Resources Manager Heather Enders;
- SMCSO Payroll Supervisor Van Enriquez;
- Former Acting Assistant Sheriff Matthew Fox;
- Sgt. Philip Hallworth;
- Lt. Brandon Hensel;
- Former Undersheriff Christopher Hsiung;
- San Mateo County Deputy Director of Human Resources Michelle Kuka;

- SMCSO Management Analyst Joann Lov;
- San Mateo County Labor Relations Analyst Katy Roberts;
- Dep. Carlos Tapia; and
- Sgt. Steve Woelkers.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- 2021 Memorandum of Understanding Between County of San Mateo and Deputy Sheriff's Association (January 10, 2021 – January 10, 2026);
- January 2, 2024 Email from Connor Santos-Stevenson to Van Enriquez re: 015 No Comments Week Ending 12/30/2023;
- June 21, 2024 Email from DSA Vice President Ephraim Cheever to DSA Members re: DSA Response to Undersheriff Change;
- June 21, 2024 Text Message from Sheriff Christina Corpus to Dep. Carlos Tapia;
- August 15, 2024 Email Thread from Connor Santos-Stevenson to Dep. Carlos Tapia re: 015 Earning Type Comments Section;
- August 16, 2024–August 20, 2024 Email Thread from Stacey Stevenson to Jason Cooksey re: DSA/OSS MOU's;
- August 19, 2024 Email Thread from Stacey Stevenson to Michelle Kuka re: DSA/OSS Salary Reimbursement;
- August 19, 2024–September 12, 2024 Email Thread from Stacey Stevenson to Payroll/Van Enriquez re: Check Timecard;
- August 23, 2024–August 28, 2024 Email Thread from Enriquez to Dep. Carlos Tapia re: DSA President Release Time (Coding RTE);
- August 26, 2024 Text Messages from Det. Mike Garcia to Dep. Carlos Tapia;
- August 26, 2024 Text Message from Sheriff Christina Corpus to Dep. Carlos Tapia;
- August 26, 2024–August 27, 2024 Email Thread from Van Enriquez to Lisa Raiti and Katy Roberts re: DSA President Release Time (Coding RTE);
- August 30, 2024 DSA's Complaint, *San Mateo County Deputy Sheriff's Association v.*

County of San Mateo, No. SF-CE-2224-M;

- November 12, 2024 Acting Assistant Sheriff Matthew Fox Probable Cause Declaration;
- November 12, 2024 Email from Deborah Drooz to Noelia Corzo and Ray Mueller re: Urgent Communication re: November 12, 2024 Press Conference;
- December 4, 2024 Stacey Stevenson Interview with the San Mateo County District Attorney's Office
- December 9 2024 Acting Assistant Sheriff Matthew Fox Interview with the San Mateo County District Attorney's Office;
- December 16, 2024 Press Release, County of San Mateo District Attorney, Prosecution Decision Regarding Deputy Carlos Tapia;
- December 24, 2024 *Mercury News* Video, "San Mateo County Deputy Sheriff's Association President Carlos Tapia turns himself in," *available at*: <https://www.youtube.com/watch?v=hr9cCuX0pvY>;
- February 21, 2025 Dep. Carlos Tapia Civil Complaint against San Mateo County; and
- April 3, 2025 PEEB Complaint, *San Mateo County Deputy Sheriff's Association v. County of San Mateo*, No. SF-CE-2224-M.

III. Grounds for Removal Relating to Unlawful Punitive Action Taken Against Sgt. Javier Acosta.

A. Introduction

Sgt. Hector Acosta is President of the OSS. Together with Dep. Tapia, Sgt. Hector Acosta participated in the contentious labor-management negotiations in 2024 that led up to and included the August 15, 2024, meet-and-confer meeting that included the DSA, OSS, Undersheriff Perea, and Sheriff Corpus. Shortly after the August 15, 2024 meeting, Sheriff Corpus initiated a retaliatory Internal Affairs investigation into Sgt. Hector Acosta's brother, Sgt. Javier Acosta. Sheriff Corpus's conduct violated the Government Code.

B. Sheriff Corpus began an investigation into Sgt. Javier Acosta within a week of the contentious August 15, 2024 meeting between the DSA, OSS, and the Sheriff.

Sgt. Hector Acosta joined the Sheriff's Office in 1999. His brother, Sgt. Javier Acosta, began working for the Sheriff's Office in 2006 and was recognized as "Deputy of the Year" in 2016. Sgt. Javier Acosta was most recently assigned to the Sheriff's Community Engagement Unit.

Following the contentious August 15, 2024, meet-and-confer meeting described above, Sgt. Hector Acosta and Dep. Tapia reported their concerns that Sheriff Corpus might retaliate against them to Katy Roberts. Sgt. Hector Acosta also warned his brother Sgt. Javier Acosta that Sheriff Corpus might target him for retaliation.

Five days later, on August 20, 2024, then-Captain Matthew Fox ordered Sgt. Javier Acosta into his office. Capt. Fox told Sgt. Javier Acosta that he was not in trouble and that he did not need a lawyer. During the meeting, Capt. Fox told Sgt. Javier Acosta that “they wanted to [Internal Affairs] you.” Sgt. Javier Acosta understood this to mean that Sheriff Corpus, Undersheriff Perea, and/or Mr. Aenlle wanted to subject him to an Internal Affairs investigation. According to Sgt. Javier Acosta, Capt. Fox said that he told “them” that he would “handle it.”

Capt. Fox then proceeded to ask Sgt. Javier Acosta about an August 15, 2024, dinner that Sgt. Javier Acosta had attended to celebrate the end of SMCSO’s summer internship program. There was a report that an underaged intern had consumed alcohol at the event. Sgt. Javier Acosta told Capt. Fox what happened at the dinner, and Capt. Fox ended the meeting by saying that he considered the matter closed. Capt. Fox did not provide advance notice to Sgt. Javier Acosta of the subject of this meeting, nor did he afford Sgt. Javier Acosta an opportunity to consult with counsel or a union representative before or during the meeting.

Two days later, on August 22, 2025, Capt. Fox texted Sgt. Javier Acosta and asked him to meet outside a County building. When they met, Capt. Fox handed Sgt. Javier Acosta a letter notifying him that he was being placed on administrative leave and directing him to remain at his residence between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, “with a one-hour meal break from noon to 1:00 p.m. during which you are at liberty to leave your residence.” The letter further instructed Sgt. Javier Acosta that he would remain in this status while “the investigation into your misconduct is ongoing.” The letter did not identify the subject matter of the investigation or provide Sgt. Javier Acosta with any means to appeal the SMCSO’s decision. When Capt. Fox delivered the letter, he said words to the effect that he did not know what the letter was about but that “they asked me to come back and give it to you.” Sgt. Javier Acosta understood that Capt. Fox was acting at the direction of Sheriff Corpus, Undersheriff Perea, and/or Mr. Aenlle.

Sometime between August 22, 2025, and September 3, 2025, Sheriff Corpus initiated an Internal Affairs investigation into Sgt. Javier Acosta. The policy and practice of the Sheriff’s Office is for sworn officers in PSB to oversee Internal Affairs investigations or, when necessary, outsource the investigation to a neutral third-party investigator. With respect to Sgt. Javier Acosta, however, Sheriff Corpus bypassed the sworn PSB officers and did not initially outsource the investigation. Instead, at a meeting attended by Sheriff Corpus, Mr. Aenlle, Undersheriff Perea, Capt. Fox, and Heather Enders, Sheriff Corpus and Mr. Aenlle asked Ms. Enders to draft an Internal Affairs notice to Sgt. Javier Acosta containing allegations about the August 15 dinner and interactions between Sgt. Javier Acosta and a Sheriff’s Office intern. Ms. Enders is a civilian employee with no experience or training regarding Internal Affairs investigations, and prior to this date, she had never drafted—or been asked to draft—an Internal Affairs notice.

Nonetheless, Ms. Enders drafted the Internal Affairs notice as directed by Sheriff Corpus and Mr. Aenlle, but she could not sign it because she is not a sworn officer.

On or about September 3, 2024, Undersheriff Perea contacted Capt. Brian Philip, told him that Ms. Enders would be sending him the Internal Affairs notice, and ordered him to sign and serve it on Sgt. Javier Acosta. Capt. Philip had joined the Sheriff's Office in August 2023, after 19 years at the Palo Alto Police Department. Since joining the Sheriff's Office, Capt. Philip had overseen PSB. Until Undersheriff Perea contacted him, Capt. Philip had not been provided with any information regarding the investigation of Sgt. Javier Acosta and was entirely unaware of any such investigation.

Ms. Enders emailed Capt. Philip a copy of the Internal Affairs notice she had prepared at the direction of Sheriff Corpus and Mr. Aenlle. Capt. Philip reviewed the Internal Affairs notice that Ms. Enders prepared and notified her by email that the notice "fail[ed] to meet several POBAR requirements as referenced in Government Code section 3303." He also wrote that "Contrary to normal custom and practice at the San Mateo County Sheriff's Office, [PSB] was excluded from the intake of this complaint, and as such, [he did] not have the requisite information to properly serve this notice." Capt. Philip copied his supervisor, then-Assistant Sheriff Monaghan, on that email.

Sgt. Javier Acosta ultimately received the Internal Affairs notice on or about September 4, 2024, signed by Assistant Sheriff Monaghan. The notice lists several provisions of the Policy Manual that Sgt. Javier Acosta allegedly violated and contains a narrative regarding the August 15, 2024 dinner and Sgt. Javier Acosta's interactions with an intern. The notice indicates that Sgt. Javier Acosta would be subject to an interrogation, but it lacks an interview date, time, or location; nor does it identify an interviewer inconsistent with standard practice. The complainant is identified as Sheriff Corpus.

C. Sgt. Javier Acosta remains on administrative leave without explanation.

No member of PSB ever interviewed Sgt. Javier Acosta, and there is no PSB investigation open into Sgt. Javier Acosta. In December 2024, outside investigators at the firm Chaplin & Hill interviewed Sgt. Javier Acosta. In approximately March 2025, Sgt. Javier Acosta's attorney contacted the outside investigators at Chaplin & Hill to inquire into why the investigation was still unresolved six months after it began. The outside investigators informed Sgt. Javier Acosta's attorney that they had completed their investigation and submitted it to the Sheriff's Office. Nonetheless, Sgt. Javier Acosta remains on administrative leave.

D. Grounds for Removal

The foregoing conduct related to Sgt. Acosta is, independently and collectively, grounds to remove Sheriff Corpus from office for cause because she violated laws related to the performance of the Sheriff's duties. San Mateo County Charter Art. IV § 412.5(B)(1).

First, Sheriff Corpus violated the Public Safety Officers Procedural Bill of Rights Act (“POBRA”), Gov’t Code §§ 3300, *et seq.*, by taking punitive action against Sgt. Javier Acosta without affording him the rights provided by Government Code Sections 3303 and 3304. For example, Sgt. Acosta was not informed prior to his interrogation “of the rank, name, and command of the officer in charge of the interrogation [or] the interrogating officers,” Gov’t Code 3303(b); was not “informed of the nature of the investigation prior to any interrogation,” *id.* § 3303(c); was not afforded the right to be “represented by a representative of his or her choice who may be present at all times during the interrogation,” *id.* § 3303(i); and was not afforded the opportunity for an administrative appeal, *id.* § 3304(b).

Second, Sheriff Corpus violated California law by subjecting Sgt. Acosta to an improper investigation and imposing on him an extended administrative leave because of protected union activity. “Public employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations,” Gov’t Code § 3502, and “No public safety officer shall be subjected to punitive action ... or be threatened with any such treatment, because of the lawful exercise of [such] rights.” Gov’t Code § 3304(a); *see also* Gov’t Code § 3506 (“Public agencies and employee organizations shall not interfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of their rights under Section 3502.”); Gov’t Code § 3506.5(a) (“A public agency shall not ... impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.”); Cal. Code Regs. tit. 8, § 32603 (“It shall be an unfair practice for a public agency to ... [i]nterfere with, intimidate, restrain, coerce or discriminate against public employees because of their exercise of rights guaranteed by Government Code section 3502.”).

E. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Sgt. Hector Acosta;
- Sgt. Javier Acosta;
- Dep. Carlos Tapia
- Former Acting Assistant Sheriff Matthew Fox;
- SMCSO Human Resources Manager Heather Enders; and,
- Former Capt. Brian Philip.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- August 22, 2024 Letter from Capt. Matthew Fox to Sgt. Javier Acosta;
- September 3, 2024 Emails between Heather Enders and Capt. Brian Philip;
- September 4, 2024 Internal Affairs Notice to Sgt. Javier Acosta.

IV. Grounds for Removal Relating to the Termination of Former Assistant Sheriff Ryan Monaghan

A. Introduction

Ryan Monaghan served as an assistant sheriff and member of Sheriff Corpus's Executive Team from February 2023 through September 2024. Assistant Sheriff Monaghan was interviewed by Judge Cordell in the course of her investigation. Within 72 hours of learning that Assistant Sheriff Monaghan had talked to Judge Cordell, Sheriff Corpus removed him from his position as assistant sheriff. In removing Assistant Sheriff Monaghan from his position, Sheriff Corpus violated several anti-retaliation and public safety officer employment laws related to the performance of her duties.

B. Sheriff Corpus retaliated against Assistant Sheriff Monaghan days after learning that he had spoken to Judge Cordell as part of her investigation.

In 2022, Sheriff Corpus recruited Ryan Monaghan, previously the Chief of Police in the City of Tiburon, to be an assistant sheriff in her administration and member of her Executive Team. Throughout 2023, Assistant Sheriff Monaghan, Undersheriff Hsiung, and Mr. Aenlle formed the core of Sheriff Corpus's Executive Team. In 2024, the relationship between Sheriff Corpus and Undersheriff Hsiung deteriorated, resulting in Undersheriff Hsiung resigning on June 21, 2024. This left Assistant Sheriff Monaghan as the sole sworn member of Sheriff Corpus's Executive Team.

Judge Cordell was retained and began her investigation in July 2024. The fact of her investigation was initially confidential. On September 12, 2024, the Board of Supervisors issued a public statement announcing that it had appointed Judge Cordell to conduct an independent investigation into the Sheriff's Office. Shortly thereafter, Judge Cordell interviewed Assistant Sheriff Monaghan. He reported to Judge Cordell two incidents in which he believed Sheriff Corpus had violated the law and violated Sheriff's Office policy. First, Assistant Sheriff Monaghan reported to Judge Cordell that he believed that Sheriff Corpus had retaliated against Capt. Rebecca Albin by revoking her worksite access the day before her official date of separation. Assistant Sheriff Monaghan believed that the Sheriff's actions were retaliatory and that they violated Capt. Albin's legal rights as set forth in the Sheriff's Office Policy Manual and as set forth in POBRA. Second, Assistant Sheriff Monaghan reported to Judge Cordell that he believed that Sheriff Corpus had retaliated against Capt. Philip by transferring him from PSB to Corrections. Assistant Sheriff Monaghan believed that the Sheriff's actions were retaliatory and violated Capt. Philip's legal rights as set forth in POBRA and the Sheriff's Office Policy Manual.

On September 17, 2024, Assistant Sheriff Monaghan, Sheriff Corpus, Mr. Aenlle, and Undersheriff Perea attended a civic meeting in Half Moon Bay. After the meeting, in the presence of Undersheriff Perea, Mr. Aenlle asked Assistant Sheriff Monaghan whether he had spoken to Judge Cordell. Assistant Sheriff Monaghan answered that he had. Assistant Sheriff Monaghan recalls that Mr. Aenlle responded, sarcastically, "That's just great, when were you planning on telling the Sheriff and the rest of us?" Mr. Aenlle was visibly upset.

Shortly after the September 17, 2024 conversation with Mr. Aenlle, Assistant Sheriff Monaghan contacted Judge Cordell and informed her that Mr. Aenlle had asked him if he had spoken to her.

On September 18, 2024, Assistant Sheriff Monaghan told Sheriff Corpus that he had spoken to Judge Cordell. Sheriff Corpus complained to Assistant Sheriff Monaghan that Judge Cordell's investigation was a "witch hunt" and a "joke." Assistant Sheriff Monaghan also told Sheriff Corpus that he believed that it was inappropriate for Mr. Aenlle to question potential witnesses about their cooperation with Judge Cordell's investigation and that Sheriff Corpus should advise Mr. Aenlle not to question such witnesses. Sheriff Corpus disagreed and conveyed her view that Mr. Aenlle could inquire about rumors that he heard related to the investigation.

On September 19, 2024, Sheriff Corpus did not invite Assistant Sheriff Monaghan to a press conference. Before this instance, it had been Sheriff Corpus's general practice to invite her entire Executive Team to press conferences.

On September 20, 2024, Undersheriff Perea took Assistant Sheriff Monaghan into a meeting in Sheriff Corpus's office. During the ensuing meeting, Sheriff Corpus told Assistant Sheriff Monaghan that she was "really disappointed" and that she heard that he was saying things about her. She told Assistant Sheriff Monaghan that trust was important to her and that she no longer trusted him. She ended the meeting saying, "I don't think things are going to work out."

Undersheriff Perea then accompanied Assistant Sheriff Monaghan to his office and ordered him to turn in his badge, gun, and identification. Undersheriff Perea also told Assistant Sheriff Monaghan that he could not use his office computer. Assistant Sheriff Monaghan understood that his employment was being involuntarily terminated.

Prior to Assistant Sheriff Monaghan's termination, Sheriff Corpus had never conducted a performance review of him nor provided him with a written performance evaluation, much less one that criticized his work. Likewise, neither Undersheriff Hsiung nor Undersheriff Perea had ever conducted a performance review of Assistant Sheriff Monaghan nor provided him with a written performance review. To the contrary, Undersheriff Hsiung, who was Assistant Sheriff Monaghan's direct supervisor during most of his tenure with the Sheriff's Office, describes Assistant Sheriff Monaghan's performance during their time in the Sheriff's Office as "100% positive." Undersheriff Hsiung also reported that Sheriff Corpus never spoke negatively about Assistant Sheriff Monaghan's performance.

In a September 22, 2024, letter to the Board of Supervisors, Sheriff Corpus described her intent as having been to terminate Mr. Monaghan's employment for "performance duplicity and failure to execute the goals of the Sheriff's Office expeditiously." However, despite stripping Assistant Sheriff Monaghan of his official duties, badge, and gun, Sheriff Corpus never submitted termination paperwork for Assistant Sheriff Monaghan to the County's human resources department. To this day, Assistant Sheriff Monaghan remains on administrative leave.

C. Grounds for Removal

The foregoing conduct related to Assistant Sheriff Monaghan is, independently and collectively, grounds to remove Sheriff Corpus from office for cause for the following reasons.

First, Sheriff Corpus violated laws related to the performance of her duties as Sheriff. San Mateo County Charter Art. IV § 412.5(B)(1). It is against California law to "retaliate against an employee ... for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Labor Code § 1102.5(b). Moreover, "[a]ny retaliation or reprisal by any [San Mateo] County officer or employee against any complainant or informant is strictly prohibited" by the County Code. San Mateo County Code § 2.14.090. The County of San Mateo has asserted "a paramount interest in protecting the integrity of its governmental institution," and, "[t]o further this interest," has declared that "individuals should be encouraged to report possible violations of laws, regulations and rules governing the conduct of County officers and employees." *Id.* § 2.14.060. And it is the intent of Section 2.14.090 to "to protect all complainants or informants from retaliation for filing a complaint with, or providing information about, improper government activity by County officers and employees." *Id.* The SMCSO Policy Manual likewise prohibits "retaliate[ion] against any person for ... opposing a practice believed to be unlawful ...; for reporting or making a complaint ...; or for participating in any investigation." SMCSO Policy Manual § 1029.3. Indeed, the SMCSO has "zero tolerance for retaliation." *Id.* § 1029.2. Sheriff Corpus violated these laws by terminating and otherwise removing from office Assistant Sheriff Monaghan for cooperating with, and speaking to, Judge Cordell in the course of her investigation. Assistant Sheriff Monaghan had reason to believe that the information he provided to Judge Cordell included violations of state and local law, including POBRA.

Second, Sheriff Corpus obstructed an investigation into the conduct of the Sheriff and/or the SMCSO authorized by the Board of Supervisors. San Mateo County Charter Art. IV § 412.5(B)(5). State law applicable to the Sheriff defines "obstruct" in the law enforcement context to mean "be or come in the way of," "hinder from passing, action, or operation," "impede," "retard," "shut out," and "place obstacles in the way." *Belmares*, 130 Cal. Rptr. 2d at 404; *see also Lorenson*, 35 Cal. 2d at 59 (defining obstruction as "malfeasance and nonfeasance by an officer in connection with the administration of his public duties, and also anything done by a person in hindering or obstructing an officer in the performance of his official obligations"); *Martin*, 125 Cal. App. 3d at 726 (same). Sheriff Corpus obstructed Judge

Cordell's investigation into the SMCSO by terminating Assistant Sherriff Monaghan for cooperating with, and speaking to, Judge Cordell in the course of her investigation.

D. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- San Mateo County Executive Michael Callagy;
- Former Undersheriff Christopher Hsuing; and,
- Former Assistant Sheriff Ryan Monaghan.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- September 12, 2024 Statement from the Board of Supervisors Regarding the Sheriff's Office
- September 22, 2024 Letter from Sheriff Christina Corpus to Board of Supervisors President Warren Slocum

V. Grounds for Removal Relating to Unlawful Retaliatory Transfers and Terminations.

A. Introduction

Sheriff Corpus transferred Capt. Brian Philip, Lt. Jonathan Sebring, and Sgt. Jimmy Chan in retaliation for perceived disloyalty. Sheriff Corpus transferred Capt. Philip and Lt. Sebring from PSB duties to work in the jail. Capt. Philip was transferred shortly after he refused to participate in the investigation into Sgt. Javier Acosta and reported on the deficiencies in the proposed Internal Affairs notice. Lt. Sebring was transferred after taking steps to investigate misconduct by Mr. Aenlle. Sgt. Chan was transferred from PSB to an assignment at the San Francisco Airport ("SFO") within hours of participating in a press conference in support of Measure A. Sheriff Corpus also constructively terminated Capt. Rebecca Albin after she posted an innocuous message on social media that angered Sheriff Corpus.

B. Sheriff Corpus retaliated against Capt. Philip for refusing to sign and serve the deficient Internal Affairs notice to Sgt. Javier Acosta.

As described above, Undersheriff Perea contacted Capt. Philip on or about September 3, 2024, and ordered him to sign the Internal Affairs notice that Heather Enders had prepared at the direction of Sheriff Corpus and Mr. Aenlle. At the time, Capt. Philip knew nothing about the investigation of Sgt. Javier Acosta or about the Internal Affairs notice. After Capt. Philip

received a copy of the Internal Affairs notice from Ms. Enders by email, he responded by noting that it “fail[ed] to meet several POBAR requirements as referenced in Government Code section 3303.” He also explained that he did “not have the requisite information to properly serve this notice.”

Shortly after Capt. Philip sent his email to Ms. Enders on September 3, 2024, Mr. Aenlle sent an after-hours text message to Ms. Enders asking if Capt. Philip had been with the Sheriff’s Office for over a year. When she confirmed that Capt. Philip had been with the Sheriff’s Office for over a year, Mr. Aenlle replied in a text message, “OK so he’s past probation.” Sheriff’s Office employees like Capt. Philip who have worked for more than a year are protected by POBRA and cannot be terminated without cause. *See Gov’t Code § 3304(b)*. Ms. Enders understood that Mr. Aenlle was asking about Capt. Philip’s work history to determine if Sheriff Corpus could fire him without cause, and she understood Mr. Aenlle’s response as an acknowledgement that Sheriff Corpus could not fire him without cause.

After their text message exchange, Mr. Aenlle called Ms. Enders. Mr. Aenlle asked why Capt. Philip had written his September 3, 2024, email refusing to sign the Internal Affairs notice. Ms. Enders explained that Capt. Philip had no personal knowledge of or involvement in the investigation, despite being in charge of PSB. Mr. Aenlle responded that he intended to remove Capt. Philip, saying, “We need someone we can trust.” Ms. Enders understood Mr. Aenlle to mean that he and Sheriff Corpus wanted someone in charge of PSB who would do what they asked.

Shortly after Capt. Philip refused to sign the Internal Affairs notice, Undersheriff Perea called Capt. Philip into his office for a meeting. During this meeting, at which Assistant Sheriff Ryan Monaghan was present, Undersheriff Perea told Capt. Philip that he was to be transferred from PSB to Corrections where he would report to Capt. William Fogarty, whom Capt. Philip was more senior than. At the time, Capt. Philip had no experience in the Corrections unit, and there were already captains in place supervising each of the jails. Undersheriff Perea offered no explanation for the transfer or its timing, and he would not say whether the transfer was permanent.

As a result of the transfer to the Corrections unit, Capt. Philip was stripped of certain responsibilities and duties, including overseeing the firing range and serving on task forces devoted to narcotics trafficking, vehicle theft, and the creation of the childcare substation.¹⁰

¹⁰ On November 12, Undersheriff Perea ordered Capt. Philip to arrest Deputy Tapia without a warrant or a probable cause statement. Capt. Philip had no knowledge as to why Deputy Tapia was being arrested and refused to participate in the arrest, citing his belief that the arrest was likely illegal. After Undersheriff Perea threatened Capt. Philip with an insubordination charge, Capt. Philip resigned from the Sheriff’s Office.

C. Sheriff Corpus retaliated against Lt. Sebring after he advised an employee that she could file an HR complaint against Mr. Aenlle.

Lt. Jonathan Sebring was assigned to PSB from April 2018 until June 2024. In April 2023, Sheriff Corpus promoted Lt. Sebring from Sergeant to Acting Lieutenant, and he became a full Lieutenant in or about July 2023. From the beginning of the Corpus administration through his transfer, Lt. Sebring received positive performance reviews. In April 2024, Lt. Sebring took action within the scope of his duties in response to Mr. Aenlle's treatment of Jenna McAlpin. Approximately two months later, Sheriff Corpus abruptly and without explanation transferred Lt. Sebring out of PSB and into Corrections, a less desirable assignment.

As discussed above, Jenna McAlpin is a former long-tenured civilian employee within the Sheriff's Office. Ms. McAlpin was a Records Manager, but she was assigned to serve as Mr. Aenlle's administrative assistant. She announced her resignation in March 2024 and her last day of work was scheduled for April 4, 2024. On or about April 3, 2024, Mr. Aenlle confronted Ms. McAlpin about a rumor that she had posted denigrating content about Sheriff Corpus on social media. As described above, her interaction with Mr. Aenlle left Ms. McAlpin upset and in tears.

Lt. Sebring spoke to Ms. McAlpin shortly after her interaction with Mr. Aenlle. When he spoke to Ms. McAlpin, she was still visibly upset and was crying. Lt. Sebring told her that she could file a complaint with Human Resources. Ms. McAlpin subsequently reported the incident to Human Resources.

That same afternoon, Sheriff Corpus went to Lt. Sebring's office to discuss the incident. Lt. Sebring told Sheriff Corpus that he believed Mr. Aenlle's conduct was inappropriate and expressed that it was unfortunate that, due to Mr. Aenlle's behavior, a long-term employee like Ms. McAlpin would leave the Sheriff's Office under such difficult circumstances. After hearing Lt. Sebring recount what he had learned from Ms. McAlpin, Sheriff Corpus tried to justify Mr. Aenlle's actions, saying that he had simply been "direct."

Prior to that conversation, Sheriff Corpus regularly called Lt. Sebring to discuss PSB matters. Following that conversation, Sheriff Corpus stopped speaking to Lt. Sebring.

On or about June 19, 2024, Sheriff Corpus transferred Lt. Sebring out of PSB and into the Corrections Unit. This transfer was ordered outside the typical cycle for transfers. Additionally, there was not a staffing need for Lt. Sebring because there were several lieutenants already assigned to Corrections. Lt. Sebring considers the transfer a punitive action because Corrections is understood throughout the Sheriff's Office to be less prestigious and beneficial for career development than PSB.

D. Sgt. Chan was transferred within hours of appearing at a press conference in support of Measure A.

Sgt. Jimmy Chan joined the Sheriff's Office in 2015 and was promoted to sergeant in 2022. In September 2024, he began work on a specialty assignment in PSB after a competitive interview process. Sgt. Chan understood that he would be in PSB for four to five years based on his understanding of how long specialty assignments typically last. Sgt. Chan understood that his position in PSB was a favorable one that would be helpful for future promotion opportunities.

On or about February 5, 2025, Sgt. Chan used an approved hour of vacation time to attend a press conference in support of Measure A during his lunch break. Sgt. Chan was visible in television footage of the press conference. That same day, Undersheriff Perea contacted Lt. Daniel Reynolds to tell him that Sgt. Chan was to be transferred to SFO. Around 5:00 p.m. that day, Lt. Reynolds informed Sgt. Chan that he was being transferred to SFO. Lt. Reynolds told Sgt. Chan that he should assume that the transfer order came from Sheriff Corpus.

At the time, there was a waiting list of other sergeants who had applied for the position at SFO. Sgt. Chan was not provided an opportunity to contest or appeal the transfer decision, and he has not been given any updates to date as to when, if ever, he will return to PSB. Sgt. Chan views the transfer as unfavorable and as negatively affecting his future professionally.

E. Sheriff Corpus retaliated against Capt. Rebecca Albin for posting a message on social media.

Captain Rebecca Albin was assigned by Sheriff Corpus to serve as the commander of the Coastside Patrol Bureau; in that position she also functioned as the police chief for Half Moon Bay. In early May 2024, Capt. Albin gave notice that she was leaving the SMCSO to take a position with another law enforcement agency closer to her home in Morgan Hill; her last day was to be June 20, 2024.

On June 18, 2024, Capt. Albin posted a goodbye message to the Half Moon Bay community on NextDoor, a website that facilitates community-based communication. The post was complementary of the Half Moon Bay community; it did not denigrate the SMCSO or Sheriff Corpus; and it cited her desire for a reduced commute as the reason for her departure. Prior to this time, Capt. Albin, who had received praise in the SMCSO for her effective use of social media, had never been told that she needed permission before posting messages to NextDoor. Nonetheless, she notified the SMCSO and the Half Moon Bay City Manager that she intended to announce her departure on NextDoor.

Less than an hour after she posted her message on NextDoor, Capt. Albin received a phone call from Undersheriff Hsiung, who told her that Sheriff Corpus was upset with her about the post. Undersheriff Hsiung told Capt. Albin that the Sheriff was going to revoke Capt. Albin's access to her SMCSO email account, NextDoor, and Evertel (a law enforcement messaging application). Capt. Albin was also informed that her access to the Half Moon Bay substation and other county facilities would be revoked. That evening, Capt. Albin was not able to access her

SMCSO email or the SMCSO website used for entering timecards. When Capt. Albin returned to her office to gather her belongings on June 20, 2024, her building access had been turned off, and she was escorted by SMCSO personnel such that she was not left alone in the building.

Sheriff Corpus proceeded in the face of advice not to retaliate against Capt. Albin. On the evening of June 18, 2024, Undersheriff Hsiung cautioned Sheriff Corpus that, despite her anger towards Capt. Albin, she should not revoke Capt. Albin's access to SMCSO systems "before the agreed upon date or else it could be considered a de facto or constructive termination." Sheriff Corpus ignored Undersheriff Hsiung's advice and constructively terminated Capt. Albin's employment before her resignation was effective in retaliation for Capt. Albin's NextDoor post.

Sheriff Corpus's retaliation against Capt. Albin may also have been motivated by animus directed against Capt. Albin's religious background. Detective Jeff Morgan, who has worked for the SMCSO since 2017 after lateralling from the Daly City Police Department, recalls having a phone call with Sheriff Corpus in 2022. During the call, Sheriff Corpus referred to Capt. Albin as a "Jew b----."¹¹

F. Grounds for Removal

Each instance of the foregoing retaliatory conduct against Capt. Philip, Capt. Albin, Lt. Sebring, and Sgt. Chan is, independently and collectively, grounds to remove Sheriff Corpus from office for cause because Sheriff Corpus has violated laws related to the performance of the Sheriff's duties. San Mateo County Charter Art. IV § 412.5(B)(1).

First, Sheriff Corpus unlawfully retaliated against Capt. Philip. It is unlawful to "retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation." Labor Code § 1102.5. Moreover, "[a]ny retaliation or reprisal by any [San Mateo] County officer or employee against any complainant or informant is strictly prohibited" by the County Code. San Mateo County Code § 2.14.090. And, as noted above, Section 2.14.090 "protect[s] all complainants or informants from retaliation for filing a complaint with, or providing information about, improper government activity by County officers and employees."

¹¹ Sheriff Corpus's use of a derogatory term to refer to Capt. Albin is consistent with her use of others slurs in the workplace. Both Det. Morgan and Ms. Barnes recall hearing Sheriff Corpus refer to prior Sheriff Bolanos as a "coconut," which Det. Morgan recalls Sheriff Corpus explaining that by that she meant "brown on the outside, white on the inside." Ms. Barnes also recalls hearing Sheriff Corpus refer to former Sheriff Bolanos using a slur commonly known as "the N-word." Ms. Barnes and Mr. Guiney also recall hearing Sheriff Corpus refer to a Millbrae City Council Member as a "fuzzbumper," a derogatory term for lesbians. Sheriff Corpus also used this term to refer to that same Millbrae City Council Member in text messages with Ms. Barnes.

Id. § 2.14.060. Indeed, “individuals should be encouraged to report possible violations of laws, regulations and rules governing the conduct of County officers and employees.” *Id.* § 2.14.060. The SMCSO Policy Manual likewise prohibits “retaliate[ion] against any person for ... opposing a practice believed to be unlawful ...; for reporting or making a complaint ...; or for participating in any investigation.” Sheriff Corpus violated these laws by transferring Capt. Philip to a less desirable and advantageous post in retaliation for refusing to sign and serve the deficient Internal Affairs notice to Sgt. Acosta and for reporting the improper Notice.

Second, Sheriff Corpus unlawfully retaliated against Sgt. Chan. It is unlawful to retaliate against an employee for engaging or participating in political activities. Labor Code § 1101 (“No employer shall make, adopt, or enforce any rule, regulation, or policy (a) [f]orbidden or preventing employees from engaging or participating in politics or from becoming candidates for public office [or] (b) [c]ontrolling or directing, or tending to control or direct the political activities or affiliations of employees.”); Labor Code § 1102 (“No employer shall coerce or influence or attempt to coerce or influence his employees through or by means of threat of discharge or loss of employment to adopt or follow or refrain from adopting or following any particular course or line of political action or political activity.”); *Ali v. L.A. Focus Publ’n*, 112 Cal. App. 4th 1477, 1487 (2003) (sections 1101 and 1102 protect employees’ “fundamental right ... to engage in political activity without ... threat of retaliation from employers.”) (internal quotations omitted); *see also* Gov’t Code § 3302(a) (“No public safety officer shall be prohibited from engaging in political activity.”) Sheriff Corpus violated these laws by transferring Sgt. Chan to a less desirable and advantageous post in retaliation for his participation in the political rally in support of Measure A.

Third, Sheriff Corpus violated POBRA by taking punitive action against Capt. Philip, Lt. Sebring, Sgt. Chan and Capt. Albin without affording them the rights provided by Government Code Sections 3303 and 3304. A public safety officer cannot be subject to “punitive action ... without providing the public safety officer with an opportunity for administrative appeal.” Gov’t Code § 3304(b). Sheriff Corpus took punitive action against Capt. Philip, Lt. Sebring, and Sgt. Chan by transferring them for participating in lawful conduct that the Sheriff disfavored. Likewise, Sheriff Corpus locked Capt. Albin out of her work site on the basis of her lawful conduct. Sheriff Corpus did not provide these officers with the right to an administrative appeal in violation of POBRA.

G. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Former Capt. Rebecca Albin;
- SMCSO Associate Management Analyst Valerie Barnes;
- Sgt. Jimmy Chan;

- SMCSO Human Resources Manager Heather Enders;
- Former Lt. Daniel Guiney;
- Former Undersheriff Christopher Hsiung;
- Former Records Manager Jenna McAlpin;
- Former Assistant Sheriff Ryan Monaghan;
- Sgt. Jeffrey Morgan;
- Former Capt. Brian Philip;
- Lt. Daniel Reynolds; and,
- Lt. Jonathan Sebring.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- February 5, 2024 Memo from Lt. Jonathan Sebring to Assistant Sheriff Ryan Monaghan;
- June 18, 2024 Text message exchange between Former Undersheriff Christopher Hsiung and Sheriff Christina Corpus;
- July 5, 2024 Letter from Sgt. Jimmy Chan to Lt. Irfan Zaidi;
- September 3, 2024 Text message exchange between Victor Aenlle and Heather Enders;
- November 12, 2024 Chronology by Former Capt. Rebeca Albin; and,
- February 6, 2025 Video of DSA Support for Measure A depicting Sgt. Jimmy Chan.

VI. Grounds for Removal Relating to the Professional Standards Bureau

A. Introduction

The Sheriff has mandatory, statutory obligations to investigate allegations of officer misconduct. PSB implements these obligations by investigating citizen complaints and use-of-force complaints, and conducting Internal Affairs investigations, among other duties.

Sheriff Corpus has mismanaged PSB and inhibited the unit from effectively performing its core investigative functions, leading to a severe backlog of uncompleted investigations. PSB suffers from lack of executive leadership. Sheriff Corpus and Undersheriff Perea require PSB personnel

to obtain executive authorization to undertake basic investigatory steps, including even the decision to initiate a preliminary inquiry to determine whether a formal investigation is warranted, but they also fail to act on requests incoming from PSB in a timely fashion. In addition, Sheriff Corpus has demonstrated a pattern of intervening and delaying some PSB investigations without apparent justification, particularly when she has a pre-existing personal relationship with the target of the investigation.

Sheriff Corpus's repeated and flagrant failure to maintain a functional PSB unit—which is itself an outgrowth of Sheriff Corpus's failure to maintain a functional executive management team—constitutes cause to terminate under Section 412.5(B)(2) of the County Charter.

B. Overview of PSB functions

PSB has multiple functions. One function is to oversee the SMCSO's efforts to hire sworn staff. PSB ensures that SMCSO's hiring adheres to the County's civil service rules. Sworn and non-sworn personnel both work on hiring matters within PSB. Another function of PSB is to administratively investigate allegations of wrongdoing within the SMCSO. PSB officers conduct investigations into, among other things, civilian complaints and use-of-force incidents. PSB officers also typically serve as the Internal Affairs investigators for the agency. While non-sworn staff provide support services to investigating officers, the investigations themselves are conducted by sworn personnel.

Traditionally, when PSB receives a misconduct allegation, a PSB sergeant performs a preliminary fact-finding inquiry to help determine whether further investigation is warranted. The sergeant will then provide an initial report based on her or his findings to a superior officer, usually a lieutenant with oversight over PSB. A lieutenant will then pass on those preliminary findings, at times with a recommendation on whether to open a formal investigation, to PSB's supervising officer, typically either a captain or an assistant sheriff. Past and current members of PSB report that the assistant sheriff overseeing PSB has traditionally had authority to open formal Internal Affairs investigations after receiving the preliminary report, though the assistant sheriff has sometimes consulted the Sheriff or Undersheriff in making this decision.

This process has permitted PSB to generally open and conduct Internal Affairs investigations while limiting the personal involvement of the Sheriff or the Undersheriff. Several current and former members of PSB report that limiting the Sheriff and Undersheriff's involvement in the pre-hearing investigative process is important for two reasons: (1) the Sheriff's and Undersheriff's schedules are often consumed with overseeing other divisions of the SMCSO, and (2) the Sheriff is the ultimate decision-maker with respect to personnel discipline and the Undersheriff almost always serves as the *Skelly* officer in any internal disciplinary hearing.¹²

¹² The function of a *Skelly* officer in public employee disciplinary matters is to provide a review of the employer's charge and the employee's response and to evaluate whether evidence supports the proposed disciplinary action.

C. Sheriff Corpus has inhibited PSB from fulfilling its investigative function.

For more than six months, PSB has lacked executive-level and command-level leadership. In January 2023, Sheriff Corpus eliminated an assistant sheriff position to make room for Mr. Aenlle's civilian "chief of staff" position. Sheriff Corpus then hired Ryan Monaghan to fill one of the two remaining assistant sheriff positions but left the other assistant sheriff position unfilled.¹³ Assistant Sheriff Monaghan oversaw PSB during his tenure at the SMCSO. In mid-2023, Sheriff Corpus also recruited Capt. Brian Philip to join the SMCSO and help Assistant Sheriff Monaghan in overseeing PSB.

In September 2024, Sheriff Corpus transferred Captain Philip out of PSB to a position in Corrections after Captain Philip refused to sign and serve a deficient Internal Affairs notice on Sgt. Javier Acosta. (*See supra* § III.B.) Since then, there has been no captain with oversight over PSB.

A few weeks later, in September 2024, Sheriff Corpus terminated Assistant Sheriff Monaghan in retaliation for his participation in Judge Cordell's investigation. (*See supra* § IV.) Assistant Sheriff Monaghan reports that, in the months preceding his termination, Undersheriff Perea limited his ability to open Internal Affairs investigations without first obtaining the Undersheriff's preapproval.

Following Sheriff Monaghan's termination, Sheriff Corpus promoted Capt. Matthew Fox to Acting Assistant Sheriff. In that role, he briefly oversaw PSB but resigned in November 2024. Since then, there has been no assistant sheriff or captain overseeing PSB and lieutenants in the unit have had to report directly to Undersheriff Perea.

Several members of PSB report that the Sheriff's failure to have an assistant sheriff in place for more than six months has resulted in significant delays for the unit's investigative work. The tasks of approving the initiation of every Internal Affairs investigation and reviewing every completed Internal Affairs investigation has fallen to Undersheriff Perea. PSB's sworn personnel also report that Undersheriff Perea rarely takes any action without obtaining approval from Sheriff Corpus, which has further slowed the investigative process. Moreover, in a break from historic practice, Sheriff Corpus and Undersheriff Perea have limited PSB sergeants' ability to engage in even initial fact-finding of verbal complaints without first obtaining their prior approval. As a result, the current process for opening investigations regularly results in significant and unacceptable delays.

Additionally, Sheriff Corpus has also introduced significant delay into completing investigations after they are initiated. As of May 2025, the Sheriff's Office has a backlog of at least 38 investigations that have been completed by PSB and are awaiting review by Undersheriff Perea

¹³ As noted above, Mr. Kunkel unofficially served in an Assistant Sheriff for Corrections role on a contractor basis until early 2024 before resigning. Sheriff Corpus has never had a full-time Assistant Sheriff for Corrections.

and Sheriff Corpus. Approximately 13 investigations into citizen complaints have been completed by PSB and are awaiting review by an SMCSO executive officer.¹⁴ Approximately 13 investigations into the use of force have been completed by PSB and are awaiting review by an SMCSO executive officer.¹⁵ Approximately 12 Internal Affairs investigations have been completed by PSB and are awaiting review by an SMCSO executive officer.¹⁶

D. Sheriff Corpus's mismanagement of PSB has led to substantial delays in the investigative process and created significant negative effects.

Current and former members of PSB report that delaying investigations and disciplinary decisions have significant detrimental effects. It can be harder to complete stale investigations because witness memories fade over time. Furthermore, a deputy who commits misconduct may not receive corrective training in a timely fashion or might be permitted to remain in their position while putting others at risk. Sgt. Fava reports that he often receives calls from citizens who have submitted complaints and are frustrated by the lack of resolution, thereby eroding public trust.

Delays can also result in unnecessary costs to the County and taxpayers. For example, San Mateo County Labor Relations Analyst Katy Roberts reports an incident where an officer was put on administrative leave in May 2024 and had a *Skelly* hearing in July 2024. Despite the recommendation that the officer be terminated, Sheriff Corpus did not serve a termination letter on the officer until May 2025—thereby allowing the officer to continue to receive salary for a full year while on administrative leave.

Finally, in some circumstances, the Public Safety Officers Procedural Bill of Rights Act can require the Sheriff's Office to issue a letter of intent to impose discipline within one year of learning of the alleged misconduct. *See* Gov't Code § 3304(d).¹⁷ As a result, the County could lose the ability to impose discipline due to significant investigative delays. Lt. Reynolds and Sgt. Fava report that at least once in the past year the SMCSO was unable to impose discipline following an investigative process that took more than a year to conclude and that the one-year deadline is approaching quickly for at least one other investigation.

¹⁴ Citizen complaint investigations are mandated by statute. *See* Cal. Pen. Code § 832.5.

¹⁵ Every use of force is investigated to determine whether such use was permissible or potentially excessive. The SMCSO has a statutory duty to investigate instances of excessive force. *See* Cal. Pen. Code § 13510.8(b)(3); (c).

¹⁶ Several Internal Affairs investigations involve “serious misconduct,” which the SMCSO has a statutory duty to investigate. *See* Cal. Pen. Code § 13510.8(b)–(c).

¹⁷ There are exceptions to the administrative statute of limitations, and the application of this statute can be nuanced.

E. Examples of Sheriff Corpus's failure to properly conduct PSB investigations.

As discussed, Sheriff Corpus's mismanagement of PSB has led to the SMCSO's failure to timely complete investigations. Below are four non-exhaustive examples illustrating how Internal Affairs investigations have come to be delayed under Sheriff Corpus. The first and fourth examples also illustrate instances where Sheriff Corpus slowed PSB investigations on behalf of officers who she favors.

1. The Sheriff ignored a PSB recommendation to investigate serious misconduct by a deputy who supported her campaign.

In August 2024, a deputy permitted a gang-affiliated minor to smoke an electronic cigarette in the front passenger seat of a patrol car while the minor recorded themselves on a cellphone. The deputy and the deputy's spouse made campaign contributions to Sheriff Corpus, and the deputy is perceived within the SMCSO as a "favorite" of the Sheriff's. After obtaining the video, Sgt. Fava submitted a memorandum to Assistant Sheriff Monaghan that recommended that PSB open a formal Internal Affairs investigation due to the seriousness of the incident.

Shortly after receiving Sgt. Fava's report, Assistant Sheriff Monaghan discussed the incident with Undersheriff Perea and recommended immediately opening a formal Internal Affairs recommendation. Undersheriff Perea did not agree to open an Internal Affairs investigation at the time. Instead, Undersheriff Perea instructed Assistant Sheriff Monaghan to inquire with PSB whether the video of the minor smoking in the patrol car could be withheld from the District Attorney. Lt. Zaidi and Sgt. Fava explained to Assistant Sheriff Monaghan that the material "absolutely" had to be turned over to the District Attorney.

Despite the recommendations of Assistant Sheriff Monaghan and Sgt. Fava concerning the need for a formal investigation, Sheriff Corpus and Undersheriff Perea declined to open an investigation for months.

On November 12, 2024, the Cordell Report was published to the public. The Cordell Report discusses the incident as well as the interaction between Assistant Sheriff Monaghan and PSB concerning whether the video could be withheld from the District Attorney. At the time the Cordell Report was published, Sheriff Corpus and Undersheriff Perea still had not authorized an investigation into the deputy's conduct.

In December 2024, Sheriff Corpus and Undersheriff Perea finally approved opening an investigation. In doing so, they broke with standard practice of investigating deputy misconduct internally and instead outsourced the investigation to a third party. As of May 2025, members of PSB report that no resolution on this incident has been reached and no discipline has been imposed. Assistant Sheriff Monaghan and Sgt. Fava each report that they expected that the investigation into this incident should have taken no more than one to two weeks to complete.

2. The Sheriff has failed to conclude an investigation into a deputy trainee who left firearm in a public place.

In October 2024, a deputy trainee left an office-issued firearm unattended and unsecured in a public restaurant in Burlingame. The deputy trainee was a probationary employee of the SMCSO at time of the incident. SMCSO policy permits deputy trainees to use office-issued firearms during training on the shooting range only, and deputy trainees cannot carry them off Sheriff's Office property. The restaurant staff found the firearm and called local police, who returned it to SMCSO after tracing the firearm's serial number.

After discussing the incident with the Sheriff and Undersheriff, the Undersheriff informed Lt. Zaidi that PSB would conduct an investigation into the incident. But the Sheriff and Undersheriff directed that, unless new information arose, the deputy trainee would not be terminated for leaving the office-issued firearm in a public restaurant. Multiple current and former members of PSB report that probationary employees (like the deputy trainee involved in this incident) are routinely terminated for serious violations of the SMCSO policy rather than conducting formal Internal Affairs investigations.

On November 4, 2024, Sgt. Chan completed the investigation into this incident. Seven months later, members of PSB report that no discipline has been imposed on the deputy trainee. Instead, the deputy trainee continued in the training academy after the firearm incident. Then, after they failed out of the academy for reasons unrelated to the firearm incident, they nevertheless remained an SMCSO deputy trainee and were permitted to reenroll in the academy.

3. The Sheriff failed to conduct an investigation into serious allegations of excessive force by a correctional officer.

In August 2024, an altercation occurred involving several correctional officers and an incarcerated person in one of the County's jail facilities. Sgt. Fava reports that he conducted a preliminary fact-finding inquiry into the altercation and determined that body camera footage revealed that one correctional officer had placed his hand and forearm across the incarcerated person's neck without apparent justification after the group of correctional officers had taken the incarcerated person to the ground. In January 2025, after completing his initial investigation, Sgt. Fava submitted a memorandum to Lt. Reynolds recommending that the correctional officer be dismissed immediately because they were a probationary employee and had more likely than not violated multiple Sheriff's Office policies in applying force to the incarcerated person's neck while they were on the ground, unarmed, and surrounded by correctional officers. Lt. Reynolds forwarded Sgt. Fava's memorandum to Undersheriff Perea and likewise recommended that the correctional officer be dismissed immediately.

For several months, Sheriff Corpus and Undersheriff Perea took no action with respect to this correctional officer. Instead, the correctional officer was permitted to continue in his position, complete the "CORE Academy" training program for correctional officers, and has received at least one performance award from the Sheriff. In mid-May 2025, rather than dismissing the correctional officer, PSB was told to open a formal Internal Affairs investigation.

4. The Sheriff has failed to conduct or conclude investigations concerning a correctional officer despite repeated allegations of serious misconduct.

In mid-2023, a correctional officer observed and failed to report another correctional officer forcing incarcerated people to dance in degrading and provocative ways. Members of PSB report that, after PSB conducted an Internal Affairs investigation, the correctional officer was served with a letter of intent to impose a suspension and Undersheriff Perea conducted a *Skelly* hearing in July 2024 concerning the misconduct. Members of PSB further report that, despite the incident occurring nearly two years ago and the *Skelly* hearing concluding nearly one year ago, Sheriff Corpus has yet to make a disciplinary decision and conclude the investigation.

In a separate, more-recent incident in August 2024, the same correctional officer was involved in a physical altercation with a member of the public while off-duty in a public park. Sgt. Fava conducted a preliminary investigation and submitted a memorandum stating that a formal Internal Affairs investigation could be warranted. Despite this, Sheriff Corpus and Undersheriff Perea declined to open an investigation for several months and only did so in December 2024 after the member of the public involved filed a civil rights lawsuit based on the incident against the County. Nine months after this incident, the investigation has not been completed and no disciplinary action has been determined.

Sgt. Fava reports that Sheriff Corpus previously supervised the correctional officer involved in the above incidents when she was Captain of the Millbrae Police Bureau. Sgt. Fava further reports that he has heard Sheriff Corpus make comments that she does not believe that the correctional officer “would do something like this” and that it was “out of character.”

F. Grounds for Removal

The foregoing conduct is, independently and collectively, grounds to remove Sheriff Corpus from office because she has failed to complete investigations into allegations of misconduct by members of her office and thus has flagrantly and repeatedly neglected her duties. San Mateo County Charter Art. VI § 412.5(B)(2).

Penal Code section 13510.8(c)(1) requires the Sheriff and her Office to complete “investigations of allegations of serious misconduct by a peace officer regardless of their employment status.” Government Code sections 26600, 26601, 26602 impose a duty on the Sheriff to preserve the peace, arrest those who attempt or commit public offenses, and investigate public offenses which have been committed. Penal Code section 832.5 requires law enforcement agencies to “establish a procedure to investigate complaints by members of the public against the personnel of these departments or agencies.” Agencies have a “duty to follow the mandatory terms of the department’s published procedure for handling citizen complaints of police misconduct.” *Galzinski v. Somers*, 2 Cal. App. 5th 1164, 1174 (2016).

As described above, Sheriff Corpus has failed to properly initiate, support, oversee, and conclude investigations into civilian, use-of-force incidents, and Internal Affairs investigations. Sheriff Corpus’s mismanagement of PSB has led to a significant backlog of incomplete

investigations and unresolved open matters. The Sheriff also fails to dispense deputy discipline in an even-handed manner by engaging in favoritism. This conduct fails to uphold the Sheriff's duty to investigate and undermines California's comprehensive scheme for administering the standards and training of law enforcement officers, as set forth in Title 4, part 4 of the Penal Code. These failures constitute a flagrant and repeated neglect of Sheriff Corpus's duties as defined by law and constitute grounds for her removal under Section 412.5(b)(2) of Article IV of the County Charter. See San Mateo County Charter Art. IV § 412.5(B)(2); Penal Code §§ 832.5, 13510.8(c)(1); Gov't Code §§ 26600, 26601, 26602.

G. Supporting Evidence

The witnesses who can testify to the facts detailed above include, but are not limited to, the following individuals:

- Sgt. Jimmy Chan;
- Sgt. Joe Fava;
- Former Undersheriff Christopher Hsiung;
- Former Assistant Sheriff Ryan Monaghan;
- Former Capt. Brian Philip;
- Lt. Daniel Reynolds;
- San Mateo County Labor Relations Analyst Katy Roberts;
- Lt. Jonathan Sebring; and,
- Lt. Irfan Zaidi.

The documents that support the facts detailed above include, but are not limited to, the following documents, which are attached as exhibits hereto:

- August 28, 2024 Memorandum from Sgt. Joe Fava to Former Capt. Brian Philip re: Deputy Incident;
- August 29, 2024 Memorandum from Sgt. Joe Fava to Lt. Irfan Zaidi re: Correctional Officer Off-Duty Incident;
- October 24, 2024 Notice of Internal Affairs Investigation from Sgt. Jimmy Chan to Deputy Sheriff Trainee;

- October 28, 2024 Notice of Interview from Sgt. Jimmy Chan to Deputy Sheriff Trainee;
- January 29, 2025 Memorandum from Sgt. Joe Fava to Lt. Daniel Reynolds re: Correctional Officer Jail Incident; and,
- January 29, 2025 Email from Lt. Daniel Reynolds to Undersheriff Daniel Perea re: Correctional Officer Jail Incident.

VII. Conclusion

For the foregoing reasons, cause exists to terminate Sheriff Corpus under Section 412.5.

BOARD OF SUPERVISORS — SHERIFF REMOVAL PROCEDURES

FOREWORD

The County of San Mateo (“the County”) is one of 14 charter counties in California. The County adopted its Charter in 1932 after it was ratified by San Mateo County voters. As a charter county, the County has authority under Article II, Section 19 and Article XI, Section 4 of the California Constitution to provide, in its County Charter, removal procedures for an elected Sheriff.

On March 4, 2025, the County held a countywide special election for Measure A to amend the County's Charter to grant the County Board of Supervisors the authority, until December 31, 2028, to remove the elected Sheriff of San Mateo County (“Sheriff”), for cause, by a four-fifths vote of the Board. Measure A passed overwhelmingly and following action by the Board of Supervisors and submission to the Secretary of State is now effective, resulting in Section 412.5 being added to Article IV of the County Charter (“Section 412.5”).

Section 412.5 reads, in its entirety, as follows:

- a. The Board of Supervisors may remove a Sheriff from office for cause, by a four-fifths vote, after a Sheriff has been:
 - (1) Served with a written statement of alleged grounds for removal; and
 - (2) Provided a reasonable opportunity to be heard regarding any explanation or defense.
- b. For the purposes of this Section 412.5, “cause” shall mean any of the following:
 - (1) Violation of any law related to the performance of a Sheriff’s duties; or
 - (2) Flagrant or repeated neglect of a Sheriff’s duties as defined by law; or
 - (3) Misappropriation of public funds or property as defined in California law; or
 - (4) Willful falsification of a relevant official statement or document; or
 - (5) Obstruction, as defined in federal, State, or local law applicable to a Sheriff, of any investigation into the conduct of a Sheriff and/or the San Mateo County Sheriff’s Office by any government agency (including the County of San Mateo), office, or commission with jurisdiction to conduct such investigation.
- c. The Board of Supervisors may provide for procedures by which a removal proceeding pursuant to this Section 412.5 shall be conducted.
- d. This Section 412.5 shall not be applied to interfere with the independent and constitutionally and statutorily designated investigative function of a Sheriff.
- e. This Section 412.5 shall sunset and be of no further force and effect as of December 31, 2028 unless extended by voters of San Mateo County.

Pursuant to Section 412.5, subsection (c), the County now establishes by Resolution, the following procedure for removing a Sheriff.

I. Sheriff Removal Procedures and Hearing Timing

1. Removal Procedures Initiation

(A) In order to initiate the Sheriff Removal Procedures ("Sheriff Removal Procedures"), the Board of Supervisors ("the Board") must approve, by at least a four-fifths vote of its members, the issuance of a written Notice of Intent to Remove the Sheriff ("Notice of Intent").

2. Content and Service of Notice of Intent to Remove

(A) Once the Board has initiated the Sheriff Removal Procedures, it must cause to be provided to the Sheriff's official work email address the Notice of Intent, that was approved by at least a four-fifths vote of the Board, which shall constitute adequate notice that the Board has initiated the removal process.

(B) The Notice of Intent shall include all of the following:

- (1) A statement that the Board has initiated the Sheriff Removal Procedures;
- (2) A statement of the alleged grounds supporting the Sheriff's Removal; and
- (3) A statement that upon receipt of the Notice of Intent, the Sheriff shall have five (5) calendar days³ to appear at the Pre-Removal Conference on the date identified in the Notice.

3. Pre-Removal Conference

(A) Upon receipt of the Notice of Intent, the Sheriff shall have five (5) calendar days to appear at a Pre-Removal Conference – that the Chief Probation Officer of San Mateo County will preside over – or an opportunity to respond to the allegations against the Sheriff in support of the Sheriff's removal ("Pre-Removal Conference"). The Sheriff's failure to appear at the Pre-Removal Conference will be deemed a waiver of the right to a Removal Hearing. In the event the Chief Probation Officer is unable to preside over the Pre-Removal Conference, the County Coroner shall preside over the Pre-Removal Conference. If neither the Chief Probation Officer nor the Coroner is able to preside over the Pre-Removal Conference, the President of the Board of Supervisors will designate an alternate to preside over the Pre-Removal Conference.

(B) The Pre-Removal Conference will be recorded, unless either the Sheriff or the County (each a "Party," collectively "the Parties") objects to it being recorded.

(C) The individual presiding over the Pre-Removal Conference shall consider the information presented at the Pre-Removal Conference and issue a recommendation, in writing, to the Board regarding whether to remove the Sheriff.

(D) Upon receipt of the recommendation from the Pre-Removal Conference, the Board shall, as soon as practicable thereafter, render its decision (subject to an appeal via Removal Hearing, as set forth below) to either sustain or reject the recommendation. After review and

³ All references to days contained herein are for calendar days, unless specified otherwise.

consideration of the recommendation, the Board must obtain at least a four-fifths vote to remove the Sheriff (subject to an appeal via Removal Hearing). After rendering its decision, the Board shall direct staff to provide to the Sheriff, in writing, the Board's "Final Notice of Decision."

4. Final Notice of Decision (Subject to Appeal Via Removal Hearing)

If the Board by a four-fifths vote determines to proceed with removal of the Sheriff, a Final Notice of Decision to remove the Sheriff (subject to appeal via Removal Hearing) shall include all of the following information:

- (1) The specific ground(s) enumerated in Section 412.5 that the Board has determined constitutes the ground(s) to remove the Sheriff;
- (2) That the Sheriff shall have the right to appeal the Board's decision and request an appeal hearing ("Removal Hearing") before a Hearing Officer;
- (3) That to exercise the right to appeal and receive a Removal Hearing, the Sheriff must provide written notice to the Assistant Clerk and Deputy Clerk of the Board of Supervisors (presently, Sukhmani Purewal and Sherry Golestan), at spurewal@smcgov.org and sgolestan@smcgov.org, within five (5) days of receiving the Final Notice of Decision; that the Sheriff must include in the request for a Removal Hearing a detailed statement of the facts and grounds for appealing the Final Notice of Decision; and that the Sheriff will be barred from raising any bases for appeal not contained therein;
- (4) That if the Sheriff fails to timely exercise the right to appeal, the Sheriff will be deemed to have waived the right to appeal and the Board's decision will be final and binding;
- (5) That if the Sheriff exercises the right to appeal, the Removal Hearing will be open to the public; unless the Sheriff, within five (5) days of receiving the Final Notice of Decision, formally objects, in the Sheriff's written request for an appeal, to an open hearing and requests a closed hearing; failure to timely object will result in the Removal Hearing being open to the public, and the Sheriff will be deemed to have waived any right to confidentiality that may exist in any documents presented at the open Removal Hearing;
- (6) That the Board will propose to the Sheriff a list of at least three (3) neutral Hearing Officers, with experience in public safety officer disciplinary matters, available to timely preside over the Removal Hearing, with a preference that such Hearing Officer who otherwise meets these criteria be a retired judge;
- (7) That at the conclusion of the Removal Hearing, the Hearing Officer will prepare and submit an advisory opinion to the Board; and
- (8) That upon receipt and consideration of the Hearing Officer's advisory opinion, the Board will make the Final Post-Hearing Decision for Removal of the Sheriff, with at least a four-fifths vote required to remove the Sheriff, and the Board's decision will be final and binding.

5. Removal Hearing Request

(A) The Sheriff must submit an appeal/request for a Removal Hearing, in writing, within five (5) days of the Board issuing its Final Notice of Decision, to Sukhmani Purewal at spurewal@smcgov.org, and Sherry Golestan at sgolestan@smcgov.org. The request must contain a detailed statement of the facts and grounds for the appeal; the Sheriff will be barred from raising any bases for appeal not contained therein.

(B) If the Sheriff exercises the right to appeal, the Removal Hearing will be open to the public, unless the Sheriff, within five (5) days of receiving the Final Notice of Decision, formally objects, in the Sheriff's written request for an appeal, to an open Removal Hearing and requests a closed Removal Hearing.

II. Hearing Officer Selection

1. Hearing Officer List

(A) If the Board approves of the Final Notice of Decision to Remove the Sheriff, the Board must thereafter provide to the Sheriff, and to the County, a list of at least (3) neutral Hearing Officers available to preside over the Sheriff's Removal Hearing ("Hearing Officer List").

(B) The Parties will have five (5) days after the Board provides the Hearing Officer List to meet and select a Hearing Officer from the Hearing Officer List. The Parties shall select the Hearing Officer either by mutual agreement or by alternately striking names from the Hearing Officer List until one Hearing Officer remains – wherein the remaining name shall be the Hearing Officer to preside over the Removal Hearing. Failure of the Sheriff to cooperate with the timely scheduling of this selection meeting or any other matter required by these procedures, shall be deemed a waiver of the right to appeal.

(C) On the same day the Parties select the Hearing Officer, they must notify the Assistant County Executive of their Hearing Officer selection. Upon receipt of notice of the Hearing Officer selection, the Assistant County Executive, or their designee, will notify the Hearing Officer of their selection to preside over the Removal Hearing.

III. Removal Hearing

1. Removal Hearing Scheduling

(A) Within five (5) days after the Hearing Officer receives notice of their selection, the Hearing Officer must set the dates and time for the Removal Hearing to proceed. Each Party shall have no more than five (5) full days to present its case at the Removal Hearing. A "full day" shall be at least seven (7) hours of proceedings before the Hearing Officer, not including breaks. The Hearing Officer shall afford each Party an equal amount of time to present its case (through direct and cross examination of witnesses), and the Hearing Officer shall have discretion to limit or grant additional time to either Party, based upon a showing of good cause. The Hearing Officer must schedule the Removal Hearing to be completed within 30 to 60 calendar days of the date they were notified of their selection to serve as the Hearing Officer.²

² The Board may make an exception to this rule in the event of unavailability of the selected Hearing Officer. However, it is the stated interest of the Board that any Removal Hearing be completed as quickly

(B) At the Removal Hearing, the County will present its case-in-chief first, and the Sheriff will present their case-in-chief second. Since the County bears the burden of proof, the County may reserve time after the Sheriff's case-in-chief for rebuttal.

2. The Removal Hearing

(A) At the Removal Hearing the Parties shall be entitled to:

- (1) Be represented by counsel or by a representative of their choice;
- (2) Submit an optional pre-hearing written brief at least five (5) days before the first day of the Removal Hearing;
- (3) Be permitted to make opening and closing statements;
- (4) Offer testimony under oath or affirmation;
- (5) Subpoena material witnesses on their behalf;
- (6) Cross-examine all witnesses appearing against them;
- (7) Impeach any material witness before the Hearing Officer; and
- (8) Present such relevant exhibits and other evidence as the Hearing Officer deems pertinent to the matter then before them, subject to the authority of the Hearing Officer to exclude irrelevant or cumulative evidence. The Hearing Officer shall also have the authority to issue a protective order as to any documents, testimony, or other evidence, as necessary to protect the privacy rights of third parties or to address any other issues of confidentiality or privilege that arise during the Removal Hearing. Use of these proceedings, including the discovery process, for the purpose of harassment, undue delay, or for any other improper purpose will not be permitted, and may result in discovery sanctions/remedies being imposed by the Hearing Officer.

(B) The Sheriff shall personally appear for each day of the Removal Hearing. The County may either call the Sheriff to testify in its case-in-chief as an adverse witness, or may reserve its right to call the Sheriff at a later time in the proceeding. In the event the Sheriff refuses to testify, or otherwise becomes unavailable, the Hearing Officer shall have discretion to draw an adverse inference against the Sheriff, or to dismiss the Sheriff's appeal altogether. The Hearing Officer shall also have discretion to consent to the absence of the Sheriff upon a showing of good cause. An unexcused absence of the Sheriff, whose presence is required at the Removal Hearing, may be deemed a withdrawal of the Sheriff's appeal.

(C) The Removal Hearing shall be informal and need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which hearing officers are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might impact the admissibility of such evidence over objection in civil actions. Hearsay evidence may be admitted

and efficiently as possible to ensure that the operations of the Sheriff's Office, and its service to the citizens of the County, are not impacted through protracted proceedings.

for any purpose, but shall not be sufficient, in itself, to support a material finding unless it would be admissible over objection in civil actions or if it is independently corroborated by reliable and credible evidence admitted during the Removal Hearing. The rules of privilege and of official or judicial notice shall be effective to the same extent as in civil actions. Irrelevant or cumulative evidence shall be excluded. Oral evidence shall be taken only under oath or affirmation.

(D) The Removal Hearing shall be electronically recorded or conducted with a stenographic reporter. The Parties may obtain a recording or transcript of the Removal Hearing by making independent arrangements with the recorder or reporter for the preparation thereof. The County shall bear the cost of the Hearing Officer.

(E) The Hearing Officer shall have discretion and authority to control the conduct of the Parties and any person present at the Removal Hearing. The Hearing Officer shall have the right to sequester from the Removal Hearing any witness(es) who has/have not yet provided testimony, and remove any person who the Hearing Officer finds to be unruly or who attempts to interfere with the Removal Hearing.

(F) At the conclusion of the evidentiary portion of the hearing, the Parties will be permitted to present oral closing arguments to the Hearing Officer. As the County bears the burden of proof, it will present its closing argument first, followed by the Sheriff, with the County permitted to reserve time for rebuttal, if it so chooses. The Hearing Officer shall have discretion to place time limits on closing arguments. The Parties may, but will not be required, to submit closing written briefs, due within fourteen (14) days of the conclusion of the Removal Hearing.³ No extensions of time to submit the optional closing written briefs will be permitted.

3. Advisory Opinion of the Hearing Officer

(A) Once the Removal Hearing concludes, the Hearing Officer will have forty-five (45) days to submit a written advisory opinion to the Board.

(B) The Hearing Officer's advisory opinion shall:

(1) Employ the "preponderance of the evidence" standard of proof over the evidence presented;

(2) Analyze and issue an advisory opinion as to whether the County had cause, as defined in Section 412.5 of the County Charter, to remove the Sheriff; and

(3) Include findings of fact and a proposed advisory opinion to the Board, limited to the statement of the issue of whether the County had cause, under Section 412.5, to remove the Sheriff.

³ The Parties may rely on daily or rough transcripts of the proceedings in preparing the optional supplemental closing written briefs.

identified in section VI.2 above, and shall be subject to the same meet and confer obligations and deadlines contained in section VI.3(B) above.

6. Relevance and Admissibility

(A) The Hearing Officer shall have discretion and authority to resolve any evidentiary issues or disputes before and during the Removal Hearing, and to take any action or ruling to ensure a fair, impartial, and efficient hearing in accordance with due process.

7. Exhibits and Witness Lists

(A) Each Party shall serve, on all Parties and the Hearing Officer, a written numbered list of exhibits (exchanged pursuant to section VI.2, above) and witnesses, including expert witnesses, at least five (5) days before the first day of the Removal Hearing. This requirement does not apply to impeachment or rebuttal exhibits or witnesses.

(B) Each Party shall serve, at least two (2) days before the first day of the Removal Hearing, exhibit binders on all Parties and the Hearing Officer, in accordance with the format or form set by the Hearing Officer.

(C) The Hearing Officer shall have discretion to exclude any exhibit or witness that was not included in the submitted exhibit binders or not disclosed in accordance with the applicable deadlines set forth above in VI.7(A), (B). This remedy does not apply to impeachment or rebuttal evidence.

(D) The Parties are encouraged to meet and confer in advance of the Removal Hearing date and to stipulate to exhibits or witness lists, as well as the admissibility of any exhibits and testimony prior to the commencement of the Removal Hearing.

EXHIBITS TO NOI

Ex Parte221

APPENDIX • LISTING OF ENCLOSED EXHIBITS

Exhibit	Date	Description
1	n.d.	2021 Memorandum of Understanding Between County of San Mateo and Deputy Sheriff's Association (January 10, 2021 – January 10, 2026);
2	November 26, 2021	Barnes- Sheriff Corpus Texts re: Sheriff Corpus's Relationship with Kovach
3	December 30, 2021	Barnes- Sheriff Corpus Texts re: Sheriff Corpus's Relationship with Kovach
4	n.d. (2022)	Draft Organizational Chart
5	January 12, 2022	Barnes- Sheriff Corpus Texts re: Aenlle's Ranch
6	January 18, 2022	Barnes- Sheriff Corpus Texts re: Sheriff Corpus's Relationship with Kovach
7	January 27, 2022	Barnes- Sheriff Corpus Text re: Wedding Venues
8	January 27, 2022	Barnes- Sheriff Corpus Texts re: Earrings
9	January 31, 2022	Barnes- Sheriff Corpus Texts re: Aenlle
10	February 26, 2022	Barnes- Sheriff Corpus Texts re: Aenlle Foot Massage
11	May 11, 2022	Barnes- Sheriff Corpus Texts re: Airbnb in Hawaii
12	August 30, 2022	Contract Between County of San Mateo and Aenlle
13	October 21, 2022	Email from Rodriguez to Aenlle re: Termination of Contract
14	January 1, 2023	2023.01.01 Contract Between County of San Mateo and Aenlle
15	n.d. (approx. March 2023)	Special Projects Coordinator I Job Description
16	March 7, 2023	2023.03.07 Email From County Human Resources Yapching to Lov and Enders re Extra Help Positions
17	n.d. (approx. July 2023)	Aenlle CV and Application for Executive Director of Administration
18	July 6, 2023	Job Posting for Executive Director of Administration
19	July 31, 2023	Memo from Sheriff Corpus to Kiryczun re: Aenlle - Step E Request
20	August 1, 2023	Email from Kiryczun to Sheriff Corpus re: Aenlle - Step E Request
21	n.d. (2024)	Aenlle Volunteer Hours
22	January 2, 2024	Email from Santos-Stevenson to Enriquez re: 015 No Comments Week Ending 12/30/2023
23	February 5, 2024	Memo from Lt. Sebring to Assistant Sheriff Monaghan
24	February 13, 2024	Memo from Sheriff Corpus to Kiryczun re: Differential Request for Aenlle
25	March 8, 2024	Email from Sheriff Corpus to Undersheriff Hsiung re: Document
26	March 12, 2024	Memo from Undersheriff Hsiung to Kiryczun re: Temporary Differential Pay

CONTAINS CONFIDENTIAL INFORMATION

Exhibit	Date	Description
27	March 13, 2024	Email from Kiryczun to Undersheriff Hsiung and Sheriff Corpus re: Discretionary Pay for Aenlle
28	April 16, 2024	Memo from Sheriff Corpus to Kiryczun re: Request for Aenlle Raise
29	April 24, 2024	Email from Kiryczun to Sheriff Corpus re: Request for Reconsideration of Allowance for Aenlle
30	June 18, 2024	Text message Exchange between Undersheriff Hsiung and Sheriff Corpus
31	June 21, 2024	Email from DSA Vice President Cheever to DSA Members re: DSA Response to Undersheriff Change
32	June 21, 2024	Text Message from Sheriff Corpus to Dep. Tapia
33	July 5, 2024	Letter from Sgt. Chan to Lt. Irfan Zaidi
34	August 15, 2024	Email from Santos-Stevenson to Dep. Tapia
35	August 20, 2024	Email Thread from Stevenson to Cooksey re: DSA/OSS MOU's
36	September 12, 2024	Email Thread from Stevenson to Payroll/Enriquez re: Check Timecard
37	August 19, 2024	Email Thread from Stevenson to Kuka re: DSA/OSS Salary Reimbursement
38	August 22, 2024	Letter from Capt. Matthew Fox to Sgt. Javier Acosta
39	August 28, 2024	Email Thread from Enriquez to Dep. Tapia
40	August 26, 2024	Text Messages from Det. Garcia to Dep. Tapia
41	August 26, 2024	Text Message from Sheriff Corpus to Dep. Tapia
42	August 26, 2024– August 27, 2024	Email Thread from Enriquez to Raiti and Roberts re: DSA President release Time (Coding RTE)
43	August 28, 2024	Memorandum from Sgt. Fava to Capt. Philip re: Deputy Incident
44	August 29, 2024	Memorandum from Sgt. Fava to Lt. Zaidi re: Correctional Officer Off-Duty Incident
45	August 30, 2024	DSA's Complaint, <i>San Mateo County Deputy Sheriff's Association v. County of San Mateo</i> , No. SF-CE-2224-M
46	September 3, 2024	Emails between Heather Enders and Capt. Philip re: IA Notice
47	September 3, 2024	Text Message Exchange between Aenlle and Heather Enders
48	September 4, 2024	Internal Affairs Notice to Sgt. Acosta
49	September 12, 2024	Statement from the Board of Supervisors Regarding the Sheriff's Office
50	September 22, 2024	Letter from Sheriff Corpus to Board of Supervisors President Slocum
51	September 25, 2024	Aenlle Transcript of Interview with Judge Cordell
52	October 24, 2024	Notice of Internal Affairs Investigation from Sgt. Chan to Deputy Sheriff Trainee
53	October 28, 2024	Notice of Interview from Sgt. Chan to Deputy Sheriff Trainee
54	November 12, 2024	Acting Assistant Sheriff Fox Probable Cause Declaration

CONTAINS CONFIDENTIAL INFORMATION

Exhibit	Date	Description
55	November 12, 2024	Email from Drooz to Corzo and Mueller re: Urgent Communication re: November 12, 2024 Press Conference
56	November 12, 2024	Chronology by Former Capt. Albin
57	November 13, 2024	Email from Sgt. Fava and Sgt. Chan to Lt. Zaidi re: Oral Board Concern
58	November 13, 2024	Video Recording of a Special Meeting of the Board of Supervisors
59	November 14, 2024	Email from Kiryczun to Sheriff Corpus re: Assistant Sheriff Job Classification Requirements
60	November 18, 2024	Email from Enders to Sheriff Corpus, Undersheriff Perea, Lt. Zaidi re: Concerns Regarding the Interview Process for Candidate
61	December 16, 2024	Press Release, County of San Mateo District Attorney, Prosecution Decision Regarding Dep. Tapia
62	December 24, 2024	<i>Mercury News</i> Video, "San Mateo County Deputy Sheriff's Association President Carlos Tapia turns himself in," available at: https://www.youtube.com/watch?v=hr9cCuX0pvY
63	January 29, 2025	Memorandum from Sgt. Fava to Lt. Reynolds re: Correctional Officer Jail Incident
64	January 29, 2025	Email from Lt. Reynolds to Undersheriff Perea re: Correctional Officer Jail Incident
65	February 6, 2025	Video of DSA Support for Measure A depicting Sgt. Chan
66	February 21, 2025	Dep. Tapia Civil Complaint against San Mateo County
67	April 3, 2025	PERB Complaint, <i>San Mateo County Deputy Sheriff's Association v. County of San Mateo</i> , No. SF-CE-2224-M
68	April 17, 2025	Email from Sheriff Corpus to Beato re: Reserve Deputy Aenlle

Exhibit 1

Memorandum of Understanding

between

County of San Mateo

and

Deputy Sheriff's Association

(Deputy Sheriff, Sheriffs Correctional Officer and District Attorney Inspector)

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**January 10, 2021 - January 10, 2026**

## DEPUTY SHERIFF'S ASSOCIATION Memorandum of Understanding

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## **MEMORANDUM OF UNDERSTANDING**

The Deputy Sheriffs Association (DSA) and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Milias-Erown Act (Government Code Sections 3500 et seq) and has been jointly prepared by the parties. This MOU shall be presented to the County Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing January 10, 2021 through January 10, 2026.

### **Section 1. Recognition**

The Deputy Sheriffs' Association, hereinafter referred to as the "DSA", is the recognized employee organization for this bargaining unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978. This MOU covers County probationary and regular employees employed in the classifications of Deputy Sheriff, Deputy Sheriff Trainee, Sheriff's Correctional Officer and District Attorney Inspector.

### **Section 2. Association Security**

The Association agrees that it has the duty to provide fair and non-discriminatory representation to all employees in the representation unit regardless of whether they are members of the Association.

#### **2.1 Hold Harmless**

The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of the Association Security and/or Dues Deduction provisions, or action taken or not taken by the County under one or both of these provisions. Indemnification and defense includes, but is not limited to, payment of the County's attorney's fees and costs.

#### **2.2 Dues Deduction**

The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the County Controller. The deduction shall be made only after the Association certifies to the County a list of workers who have authorized such deductions, and shall continue: (1) until such certification is revoked, in writing, by the Association; or (2) until the transfer of the employee to a unit represented by another employee organization.

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

Not more than once per week (preferably bi-weekly on non-payroll Fridays), the Association will send a list of changes to its Union member listing by email to the Controller's Office at [payroll@smcgov.org](mailto:payroll@smcgov.org) with the following Certification statement:

"I, NAME, TITLE, hereby certify that Deputy Sheriffs Association possesses and will maintain an authorization (for dues deductions and/or voluntary political contribution deductions, as indicated) signed by the individuals on this list from whose salary or wages the deductions is to be made."

Certified spreadsheets that arrive by the non-payday Friday will be processed for the following week's

payroll.

The County shall create up to five (5) additional dues deduction lines for members and Associate members of the Association who shall be allowed to have their dues deducted post tax from their paychecks. The amount of the deduction shall be determined by the Association, employees shall then authorize the county to deduct the stated amount.

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the Association dues required by this Section, no such deduction shall be made for the current pay period.

### 2.3 Reinstatement

Employees who are separated from the representation unit, shall be reinstated upon the return of the employee to the representation unit. For the purpose of this Paragraph, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

### 2.4 Communications with Employees

The Association shall be allowed by County departments in which it represents employees use of available bulletin board space for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with department needs.

The Association may distribute materials to unit employees through County mail and email distribution channels if approved by the Human Resources Director. This privilege may be revoked in the event of abuse after the Director consults with Association representatives. The content of any materials distributed to employees shall not relate to political activity or violate existing County policies. Employees shall not prepare Association-related emails during County work time without first obtaining approved release time.

Any Association representative shall give the Department Head or representative at least twenty-four (24) hours advance notice when contacting employees during the duty period, provided that solicitation for membership and other internal Association business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Association and the department head and when made shall continue until revoked.

### 2.5 Use of County Buildings

County buildings and facilities may be made available for use by County employees or the Association or its representatives in accordance with such administrative procedures as may be established by the County Manager or department head concerned.

### 2.6 Advance Notice

Except in cases of emergency as provided below in this subsection, the Association, if affected, shall be given reasonable advance written notice of any ordinance, resolution, policy, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practical date

thereafter the Association shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

## 2.7 New Employee Orientation

The County and the Association shall continue to work on best practices to ensure labor access to new employees for the purpose of educating them on their representation opportunities. Toward that goal, the County shall administer an opportunity for the Association to meet with new employees as follows:

All new employees are encouraged to attend the first new employee benefits orientation following the commencement of their employment. New employee Benefits Orientation is scheduled for every other week, and the Association will have up to thirty (30) minutes at the end of each session to provide information regarding its organization to its represented employees and members.

For employees who do not attend a benefits orientation within the first month of their employment, the Association may schedule, at the supervisor's discretion, up to thirty (30) minutes with each employee to meet directly with them to provide information. Release Time requested for this activity will be reviewed and approved by Employee Relations under normal Release Time processes.

## 2.8 Employee Roster

The County shall supply without cost to the Association a bi-weekly electronic and sortable data processing run of the names, classifications, work locations, work, home, and personal cellular telephone numbers on file with the County and personal email addresses on file with the County, and home addresses of all employees in the units represented by the Association. Such lists shall indicate hourly rates of pay, hours worked, gross pay, Association dues withheld from employees' checks as of the date the roster was prepared, membership status, the names added to or deleted from the previous list, and whether each such change in status was due to any type of leave of absence, termination, layoff, reemployment after layoff, retirement, or withdrawal from the Association. The County shall notify the Association of employees who are on an unpaid status in excess of twenty-eight (28) days.

## **Section 3. Association Representatives**

The County and Association agree that professional, productive, and positive labor relations can be accomplished when Association and County representatives work together to support the services we provide to the public. To support this philosophy, the parties have agreed to the provisions regarding attendance at meetings and handling of meetings. Paid release time is intended to support the collaboration and cooperative spirit of labor relations by ensuring that Association members have access to resources designed to help support their continued success as public employees and that Association leaders have an opportunity to work together to support the success of their members.

### 3.1 Release Time for Meet and Confer

County employees who are official representatives of the Association shall be given reasonable time off with pay, including reasonable travel time, to formally meet and confer or consult with management representatives on matters within the scope of representation; to be present at hearings where matters within the scope of representation are being considered; to testify or appear as the designated representative of the Association in settlement conferences, hearings, or other proceedings before PERB, in matters relating to an unfair practice charge; or to testify or appear as the designated representative of the Association in matters before the Civil Service Commission. The use of official time for this purpose shall be reasonable and shall

not interfere with the performance of County services as determined by the County. Such representatives shall submit written requests for excused absences to Employee Relations at least two (2) working days prior to the meeting whenever possible. Except by agreement with Employee Relations, the number of employees excused for such purposes shall not exceed three (3) at any one time. Any denial of requested time off may be appealed to the Human Resources Director whose decision shall be final.

### 3.2 President Release Time

The County agrees to provide the Association President with sixty (60) hours of release time each pay period. The Association agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period.

During this County paid release time, the Association President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the County or Sheriff's Office on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; (2) investigating or processing grievances or appeals; (3) conducting Association business; (4) participation in Association Board and general membership meetings; (5) attendance at Association related training, conferences and workshops. All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

While on release time, the President will utilize accrued leave in accordance with the terms of this agreement for any absences.

The Association President shall not participate in any other activity, including but not limited to political activity, during this County paid release time. Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

The Association President shall provide documentation to the Sheriff certifying that during each pay period, the Association President used the sixty (60) hours of County paid release time only for authorized purposes. The Association President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.

This agreement for sixty (60) hours of release time per pay period encompasses forty (40) hours per pay period of County-paid release time. In recognition of the Association's responsibility for payment for the remaining twenty (20) hours per pay period of release time for the Association President, effective upon Board of Supervisors' approval of the successor MOU in 2022, the February 12<sup>th</sup> (Lincoln's Birthday) holiday will be converted to a floating holiday, and the floating holiday will be reduced from eight (8) to six (6) paid hours.

The Sheriff shall fix the release time and work schedule hours of the Association President in accordance with Section 7 of the MCU. Release time shall be scheduled during regular business hours unless otherwise agreed to by the parties. Unused release time hours are not transferable. Unused release time hours resulting from approved time off or lack of Association business cannot be banked for later use, nor shall it be cashable at separation.

If Association representation expands, this agreement does not create precedence or provide guarantee of the addition of release time hours for the Association President or the Association Board.

### 3.3 Association Board Release Time

The County shall provide an annual Association release time bank of two hundred and forty (240) hours for use by the Association Board. The Association Board members may use these hours to perform their Association functions, or attend seminars, meetings and conferences designated by the Association for the purpose of professional development, and/or leadership training. The released Board member(s) shall not participate in any other activity, including but not limited to political activity, during this release time. Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

The Association President or designee, shall request use of this time from the Sheriff's Office and Employee Relations at least forty-eight (48) hours in advance of the Board members who will be utilizing the release time. Release time may only be used by a sitting member of the Association Board. All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

Release time for the Board may only be used during the calendar year in which it is provided. Release time for the Board shall not roll over year to year, shall not accrue to any individual employee, nor be cashable at separation.

#### **Section 4. County Rights**

Except where modified by this MOU, the County retains the exclusive right to determine the methods, means and personnel by which County government operations are to be conducted; to determine the mission of each of its departments, boards and commissions; to set standards of service to be offered to the public; to administer the Civil Service system; to classify positions; to add or delete positions or classes to or from the salary ordinance; to establish standards for employment, promotion and transfer of employees; to direct its employees; to take disciplinary action for proper cause; to schedule work; and to relieve its employees from duty because of lack of work or other legitimate reasons.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association, if affected by the action, shall be promptly notified. The Human Resources Director shall, on request of either party, refer questions regarding the interpretation of this Section which cannot be resolved between employee and management representatives to either the Board of Supervisors or the Civil Service Commission for hearing and final determination, depending on which body has authority over the matter in dispute. In no event shall such dispute be subject to the grievance procedure of this MOU.

#### **Section 5. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, legitimate employee organization activities, or on the basis of any other classification protected by law against any employee or applicant for employment by the Association, the County, or anyone employed by the County. To the extent prohibited by applicable state and federal law there shall be no discrimination because of age. There shall be no discrimination against any person with disabilities solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

#### **Section 6. Salaries**

##### **6.1 Survey**

In recognition of the additional ten percent (10%) differential pay, which is not base pay, paid to Deputy Sheriffs in Santa Clara County as of August 2022, the County and Association agree to the following salary

provisions, which shall resolve all current and potential issues/disputes related to the Santa Clara County ten percent (10%) differential for the purpose of the salary formula in Section 6.1 of the MOU between San Mateo County and the DSA entitled "Salary":

Effective the pay period in which the Board of Supervisors' approves a successor MOU in 2022, salary ranges for Deputy Sheriff will be increased by ten percent (10%).

On or before the first Monday in April in each year, commencing in the calendar year 2023, and ending in the calendar year 2024, the representatives of the County and the representatives of the Deputy Sheriffs Association shall jointly certify to the Board of Supervisors the highest pay rate in effect as of January 31 of that year for deputy sheriffs in the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, Solano and Sonoma. The terms "pay", "rates of pay", and "pay rates" are hereby defined and intended to include the maximum rate of base pay provided in each of the above jurisdictions for deputy sheriff positions equating to the classification of Deputy Sheriff in the County of San Mateo. Unresolved disputes regarding the interpretation or application of this paragraph shall be resolved by submission to a jointly chosen, neutral arbitrator whose decisions shall be final and binding on the parties and shall be submitted to the Board of Supervisors. The Board of Supervisors shall thereupon fix the rates of pay of the classification of Deputy Sheriff at 1% above the highest pay rate specified in this survey. In addition to 1% above the highest pay rate specified in the survey, the County will add an additional 3.3% equity adjustment for the 2023 and 2024 calendar years only. Such rates of pay shall be fixed to be effective as of the first day of the first full pay period in January of each year specified above (2023-2024). The County shall not reduce salaries during the term of this agreement.

On or before the first Monday in April of 2025, the representatives of the County and the representatives of the Deputy Sheriffs Association shall jointly certify to the Board of Supervisors the highest pay rate in effect as of January 31 of that year for deputy sheriffs in the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, Solano and Sonoma. The terms "pay", "rates of pay", and "pay rates" are hereby defined and intended to include the maximum rate of base pay provided in each of the above jurisdictions for deputy sheriff positions equating to the classification of Deputy Sheriff in the County of San Mateo. Unresolved disputes regarding the interpretation or application of this paragraph shall be resolved by submission to a jointly chosen, neutral arbitrator whose decisions shall be final and binding on the parties and shall be submitted to the Board of Supervisors. The Board of Supervisors shall thereupon fix the rates of pay of the classification of Deputy Sheriff at 1% above the highest pay rate specified in this survey. Such rates of pay shall be fixed to be effective as of the first day of the first full pay period in January of 2025. The County shall not reduce salaries during the term of this agreement.

Salary increases for the classification of Sheriff's Correctional Officer shall be set at eighty-five percent (85%) of the Deputy Sheriff's salary. In 2022, this salary adjustment will be effective the pay period in which the Board of Supervisors' approves a successor MOU. In calendar years 2023, 2024 and 2025, the salary adjustment will be effective in January of each year once the Deputy Sheriff's salary for the calendar year has been set.

Salary increases for the classification of District Attorney Inspector shall be the same percentage as that of Deputy Sheriffs, as described above. In 2022, this salary adjustment shall be effective the pay period in which the Board of Supervisors' approves a successor MOU in 2022. In calendar years 2023, 2024, and 2025, the salary adjustment will be effective the first full pay period in January of each year

Effective the first full pay period following Association ratification and Board of Supervisors' adoption of a successor MOU, each employee in active full time paid status will receive a lump sum payment of two thousand dollars (\$2,000) as a non-discretionary incentive to ratify the agreement. It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as

compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, will not be treated as pensionable compensation, and there will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum payments in accordance with federal and state requirements. The lump sum payments will be prorated for part-time employees.

## 6.2 Experience Pay and Safety Longevity Pay

In addition to the salary provisions described in Section 6.1 above, employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector shall receive experience pay at the following rates:

Effective the first full pay period following Association ratification and Board of Supervisors' adoption of a successor MOU, 2% at the beginning of the eighth (8<sup>th</sup>) year  
3% at the beginning of the fifteenth (15<sup>th</sup>) year  
4% at the beginning of the eighteenth (18<sup>th</sup>) year  
5% at the beginning of the twentieth (20<sup>th</sup>) year

Such experience pay shall be paid bi-weekly, beginning on the first full pay period after the above periods of service with the County of San Mateo, for the classification of Deputy Sheriff and District Attorney Inspector based on total years of California Peace Officers Standards and Training (POST) qualified peace officer experience service for the County of San Mateo and/or on total years of qualified California correctional officer experience service for the County of San Mateo. Such experience pay shall be paid biweekly, beginning on the first full pay period after the above periods of service, for the classification of Sheriff's Correctional Officer based on total years of qualified California correctional officer experience service for the County of San Mateo. This experience pay shall be calculated as the above stated percentage of the employee's current step base pay. Base pay shall be defined as the base salary listed in the County salary schedules and shall not include employer pick up of the employee's retirement contribution or any differentials or premium pays.

Effective January 31, 2016 and for the term of this Agreement, employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector hired by the County of San Mateo into Retirement Tier 4 will receive one and nine-tenths percent (1.9%) Safety Longevity Pay; and employees in the classifications of Deputy Sheriff, Sheriff's Correctional Officer and District Attorney Inspector hired by the County of San Mateo into Retirement Tier 1 or Tier 2 will receive three and fifteen one hundredths percent (3.15%) Safety Longevity Pay.

6.3 Except as herein otherwise provided, the entrance salary for a new employee entering County service shall be the minimum salary for the class to which appointed. When circumstances warrant, the Human Resources Director may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Human Resources Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a Y rate by the Board of Supervisors.

6.4 Permanent and probationary employees serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. All increases shall be effective at the beginning of the next full pay period.

(1) After completion of 1040 regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step



in the salary schedule for the class. If an employee is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.

- (2) After completion of 2080 regular hours satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the class until the top of the range is reached.
- (3) If an employee completes the 1040 or 2080 hours in the middle of a pay period, the employee shall be eligible for an increase as follows:

if the merit increase period is completed during the first week of a pay period the increase will be made effective the start of the then current pay period.

if the merit increase period is completed during the second week of a pay period the increase will be made effective with the start of the next period.

- (4) Upon the recommendation of the appointing authority and approval by the Human Resources Director, employees may receive special merit increases at intervals other than those specified in this Section. The Human Resources Director's decision shall be final.

6.5 Employees shall be considered for salary step increases according to the date of their appointment or the revised salary adjustment hours balance. Changes in employees' salary because of promotion, upward reclassification, postponement of salary step increase or special merit increase will set a new salary adjustment hours balance for that employee, which balance shall be as stated in the preceding paragraph.

Employees who are rejected during the probationary period and revert to their former class shall return to the salary adjustment hours balance held in the former class unless otherwise determined by the Human Resources Director. The salary adjustment hours balance for an employee shall not be affected by a transfer, downward reclassification or a demotion.

A permanent employee accepting provisional employment in a higher or different class in the County Classified Service, who reverts to the former class, shall retain the salary adjustment hours balance in the former class on the same basis as if there had been no such provisional appointment.

Salary range adjustments for a class will not set a new salary adjustment hours balance for employees serving in that class.

Upon recommendation of the appointing authority and approval of the Human Resources Director provisional, temporary, seasonal and extra help employees shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, upon recommendation of the appointing authority and approval by the Human Resources Director, continuous service in a provisional, temporary, or extra help capacity shall be added to service in a regular established position for purposes of determining an employee's salary adjustment hours balance, eligibility for salary increases, and vacation and sick leave accrual. However, such service may not be added if it preceded a period of over twenty-eight consecutive calendar days during which the employee was not in a pay status, except when the employee is absent due to an injury or disease for which they are entitled to and currently receiving Worker's Compensation benefits.

## 6.6 Salary Step When Salary Range Is Revised

Whenever the salary range for a class is revised, such incumbent in a position to which the revised schedule applies shall remain at the step in the previous range, unless otherwise specifically provided by the Board of Supervisors.

#### 6.7 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to or greater than the minimum base rate for the higher class, they shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher class. When an employee is demoted, voluntarily or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Human Resources Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the employee's class, and designate such rate of pay as a Y rate.

#### 6.8 Reclassification of Position

An employee in a position reclassified downward shall have the right to either (1) transfer to a vacant position in their present class in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continue in the same position in the lower class at a "Y" rate of pay when their pay is higher than the maximum step of the salary range for the lower class.

#### 6.9 "Y" Rate Process

When an employee is reclassified downward, they shall continue in their present salary range, with cost of living adjustments, for two years, at which point the employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

#### 6.10 Salary Step Defined

For purposes of salary administration in this contract a step is defined as 5.74%.

### **Section 7. Days and Hours of Work**

The standard workweek for employees occupying full-time positions consists of forty (40) hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and County. Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe. Except as hereinafter provided, County offices shall be open for business from 8:00 a.m. to 5:00 p.m. every day except Saturdays, Sundays and holidays. With the County Manager's approval, department heads may make such changes to the schedule of office hours as public convenience or necessity may require.

### **Section 8. Overtime**

#### 8.1 Authorization

All compensable overtime must be authorized by the appointing authority or designated representative prior to being worked. If prior authorization is not feasible due to emergency conditions, a confirming authorization

must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job class in which the person is regularly employed or in a class for which the employee is authorized higher pay for work in a higher class.

## 8.2 Definition

Except as otherwise provided by Charter, or as defined herein, any authorized time worked in excess of a forty (40) hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half times the overtime worked whether compensated by monetary payment or by the granting of compensatory time off.

For employees on a 12-hour shift schedule in classes permitted by the Fair Labor Standards Act, overtime shall be defined as hours worked in excess of one hundred sixty-eight (168) hours in a twenty-eight (28) day period.

For purposes of determining eligibility for overtime compensation, any absence with pay, except sick leave, shall be considered as time worked. Sick leave will be considered as time worked under the following conditions:

- The potential overtime hours occur due to the employee being called into work while officially assigned to be in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called into work from an On-Call status on Wednesday night and works 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.
- The potential overtime hours occur due to the employee being ordered or mandated to work the additional hours when not in an On-Call status. For example, the employee uses 8 hours of sick leave on Monday and is called on Wednesday night and ordered to report to work for 4 hours outside the regular shift. In this case, the employee will code 8 hours of sick leave on Monday and 4 hours of overtime on Wednesday.

Sick leave will not be considered as time worked under other circumstances. For example:

- If the employee is not in an On-Call status and is not ordered or mandated to work the additional hours, sick leave used in that overtime calculation period shall not be considered as time worked for the purpose of eligibility for overtime compensation. For example, an employee calls in sick for an 8-hour shift on Monday. The employee is not scheduled to work a regular shift on Wednesday, but has either previously signed up for 8 hours of voluntary overtime for that day, or is called at home and is asked to work an 8 hour shift that day and agrees to do so voluntarily. In this case, the employee would code no sick leave for Monday, but would, instead, code 8 hours of straight time for Wednesday. There would be no overtime and no deduction from sick leave balances.

The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime.

Employees who are regularly scheduled to work a biweekly overtime schedule will not receive overtime if they are receiving vacation or sick leave pay for the entire biweekly pay period during the time when the regularly scheduled overtime falls.

## 8.3 Work Groups

The Human Resources Director shall allocate all job classes to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or comp time off. The Director's decision shall be final; provided that prior to changing the work group of an existing class covered by this MOU the Director shall notify the Association of the contemplated change and if requested, discuss with the Association the reasons for the work group change.

Work Group 1: Employees in Work Group I are covered by the Fair Labor Standards Act (FLSA) and may be compensated for overtime worked either by monetary payment or by compensatory time off, up to the cap permissible under Section 8.3 of this MOU, at the option of the employee. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked. Should the County through some future Federal ruling be exempted from FLSA, the County shall revert to the base rate for the computation of overtime.

#### 8.4 Compensatory Time Off(CTO)

Effective the first full pay period following Association ratification and Board of Supervisors' adoption of a successor MOU in 2022, the maximum compensatory time off accrual shall be ninety-six (96) hours.

CTO which accrues in excess of ninety-six (96) hours must be liquidated by monetary payment. Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. The smallest increment of CTO which may be taken off is 6 minutes.

### **Section 9. Shift Differential**

9.1 Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the employee's base pay in the salary range for their class. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.

9.2 Employees shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

### **Section 10. Application of Differential**

For employees who have been:

- (1) regularly working a shift described in Section 9, and/or
- (2) assigned to and regularly working a special job assignment enumerated in Exhibit B of this Memorandum, and/or
- (3) eligible for and receiving Career Incentive Allowance for Law Enforcement Officers as provided in Section 14, for 30 or more calendar days immediately preceding a paid holiday, the commencement of a vacation, paid sick leave period, or comp time off, as the case may be, the applicable differential shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid comp time. The vacation, sick leave, holiday and comp time off pay of an employee on a rotating shift shall include the differential such employee would have received had they been working during such period. Shift differential does not apply when employees are assigned modified duty, unless their modified duty assignment requires them to work between 5:00 p.m. and 6:00 a.m.

## **Section 11. On-Call Pay and Minimum Call Back**

### **A. Policy**

When warranted and in the interest of County operations, the department head may assign employees to "on-call" status. This Section clarifies the existing process for the assignment of On-Call work for employees represented by the DSA sworn bargaining unit. For the purpose of this Section 11 only, each of the special assignments listed in subsection B below shall constitute an organizational unit.

### **B. On-Call Assignments**

1. Regular and Required On-Call Assignments: All employees in the following special assignments are assigned regular and required on-call hours for which they earn on-call pay:
  - a. Detectives (including Detective Bureau, Airport Detectives, and Transit Detectives)
  - b. Bomb Squad
  - c. OES Liaison
  - d. DA Inspector

### **C. Process for Assignment of On-Call Hours**

1. Regular and required on-call assignments, and re-assignments as needed due to employee absences, will be assigned on a rotating schedule and equitably distributed to all employees in the special assignment.
2. For voluntary on-call assignments, the Department will solicit volunteers on a rolling basis, and assignments will be provided on a first come, first serve basis. Individual voluntary on-call assignments may be assigned in the absence of sufficient volunteers.

### **D. On-Call Compensation**

Effective the first pay period of January 2018, employees shall be paid an hourly rate of four dollars and forty cents (\$4.40) for time in which they are required to be in an on-call status. Effective the first pay period following ratification and Board of Supervisors' approval of a successor MOU in 2021, employees shall be paid an hourly rate of five dollars and forty cents (\$5.40) for time in which they are required to be in an on-call status.

### **E. Minimum Call Back**

Employees in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of two (2) hours.

Employees not in an on-call status required to report back to work during off-duty hours shall be compensated for a minimum of three (3) hours.

Hours worked contiguous with the employee's regular shift shall not be subject to call back pay. Employees receiving callback pay shall not be entitled to on-call pay simultaneously.

### **F. Court Overtime**

When an employee is assigned to Telephone Stand-by, is assigned to testify in any court proceeding as

part of their official duties, or is subpoenaed or required by the County to appear in Criminal Court, Civil Court, or a hearing board in the employee's capacity as a County employee, and is not scheduled to be on-duty during any portion of the appearance, upon reporting to the court or location of the hearing, the employee shall receive a minimum of four (4) hours pay at time and one-half (1.5) the employee's regular rate of pay, or the actual amount of time spent in court, whichever is greater.

### **Section 12. Bilingual Pay**

A salary differential of seventy dollars (\$70.00) biweekly shall be paid incumbents or positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Director. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Under no circumstances is bilingual pay retroactive.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. Human Resources will oversee the bilingual examination, certify exam results and determine effective date of bilingual pay of any individual submitted by the Department for testing. The Association shall be notified when such designations are made.

Individuals who promote or transfer to another position or Department will be reevaluated by the receiving Department to determine if bilingual pay should be continued. Should bilingual pay be continued, Department must submit request for continuation with the Human Resources Department.

### **Section 13. Tuition Reimbursement**

Employees may be reimbursed for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content is closely related to present or probable future work assignments, and limited to programs of instruction that correspond to courses offered by independent bona fide institutions of learning. Limits to the amount of reimbursable expense may be set by the Human Resources Director with the County Manager's concurrence. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above-described criteria. The employee must both begin and successfully complete the course while employed by the County.

Employees must apply on the prescribed form with all information needed to evaluate the request to their department head who shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. To be reimbursed the application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment. Upon completion of the course the employee must submit a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion to the Human Resources Department who shall, if the employee satisfactorily completes the course, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. The County will reimburse up to fifty dollars (\$50.00) per course for books and other related course materials (excluding laptops and other electronic devices) under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

### **Section 14. Career Incentive Allowance for Law Enforcement Officers**

- A. Employees in the classes of Deputy Sheriff, and District Attorney's Inspector who have successfully completed a probationary period of one of those classes and hold permanent status, shall be eligible to

receive an incentive allowance equating to two and one-half percent (2.5%) of base pay per biweekly pay period in addition to all other compensation if they possess the intermediate Peace Officers Standards and Training (POST) Certificate.

- B. Employees in the classes of Deputy Sheriff, and District Attorney's Inspector who have successfully completed a probationary period of one of those classes and hold permanent status, shall be eligible to receive an incentive allowance equating to an additional five percent (5%) of base pay per biweekly pay period (for a total of seven and one-half percent (7.5%) if they possess the Advanced POST Certificate issued by the Commission of Peace Officer Standards and Training of the California State Department of Justice.
- C. These same incentive allowances will apply to Sheriff's Correctional Officers who possess the POST recognized equivalencies for the intermediate and advanced certificates. However, employees hired into the Correctional Officer classification who previously held the classification of Deputy Sheriff, shall have the time in the Deputy Sheriff classification count towards this incentive for Correctional Officer.
- D. The permanent status requirement shall not apply to probationary employees who have laterally transferred to San Mateo County positions from other jurisdictions.

## **Section 15. Layoff and Reemployment**

### **15.1 Notice of Layoff**

The department head will give at least 14 days advance written notice to employees to be laid off unless a shorter period of time is authorized by the Human Resources Director.

### **15.2 Precedence by Employment Status**

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional or probationary status are retained in the same class unless that employee has been offered the extra help, seasonal, temporary or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- (1) Extra help or seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary

Layoffs shall be by job class according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- (1) The following shall count as County service:
  - a. Time spent on military leave,
  - b. Leaves to accept temporary employment of less than one (1) year outside the County government, and
  - c. Leave to accept a position in the unclassified service.
- (2) Periods of time during which an employee is required to be absent from their position due to an injury or disease for which they are entitled to and currently receiving Worker's Compensation benefits shall be included in computing length of service for purposes of determining seniority rights.

- (3) Time worked as an extra help or seasonal shall not count as County service.
- (4) Time worked in a permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one (1) year of continuous employment for each two thousand eighty (2080) straight-time hours worked.

If two (2) or more employees have the same seniority, the examination scores for their present classes shall determine seniority.

### 15.3 Procedures

- (1) Employees who are laid off may take a voluntary demotion within the Sheriff's Office or District Attorney's Office to a class in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
- (2) Displaced employees may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any class for which, in the Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 15.2.
- (3) Pursuant to the Civil Service Rules, an employee may with the approval of the Human Resources Director and the gaining department head demote or transfer to a vacant position in the Sheriff's Office or District Attorney's Office for which they possess the necessary skills and fitness.

At the sole discretion of the Human Resources Director, an employee may be allowed to transfer and displace a less senior employee in a position in the Sheriff's Office or District Attorney's Office in which they had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.

- (4) A transfer is defined as a change from one position to another in the same class, the salary range of which is not more than 10.0% higher.
- (5) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the class.
- (6) In addition to all other options, employees in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

### 15.4 Names of Employees Laid Off to be Placed on Re-employment and General Eligible Lists

The names of employees laid off shall be placed on re-employment eligible lists as hereinafter specified. Former employees appointed from a re-employment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of, or subsequent to, the date they were laid off.

The departmental reemployment eligible list for each class shall consist of employees and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority as specified in section 15.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked. The general reemployment eligible list for each class shall consist of employees and



former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this sub-section 15.4 shall not apply to employees who have accepted severance pay upon termination of employment.

#### 15.5 Abolition of Position

The provisions of Section 15 shall apply when an occupied position is abolished resulting in a classified employee losing status in their assigned class in their assigned department.

### **Section 16. Severance Pay**

If an employee's position is abolished and they are unable to displace another County employee as provided in Section 15, they shall receive reimbursement of fifty percent (50%) of the cash value of their unused sick leave; provided that such employee shall be eligible for reimbursement only if they remain in the service of the County until their services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, they will not be entitled to the aforementioned reimbursement.

### **Section 17. Holidays**

17.1 Regular full-time employees shall receive either eight (8) hours of pay or eight (8) hours of holiday leave for all authorized holidays listed in 17.3, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. An employee may carry a maximum of one hundred and twenty (120) hours of holiday leave on the books.

Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

17.2 Employees regularly scheduled to work a 9/80 or 4/10 schedule may use vacation, accrued holiday pay or compensatory time off to account for the additional one or two hours of their shift, or they can request to flex those hours within the same work week, with approval of their supervisor.

#### 17.3 County Holidays

- (1) January 1 (New Year's Day)
- (2) Third Monday in January (Martin Luther King, Jr.'s Birthday)
- (3) Third Monday in February (Washington's Birthday)
- (4) Last Monday in May (Memorial Day)
- (5) June 19 (Juneteenth)
- (6) July 4 (Independence Day)
- (7) First Monday in September (Labor Day)
- (8) Second Monday in October (Indigenous Peoples' Day/Columbus Day)
- (9) November 11 (Veterans Day)
- (10) Fourth Thursday in November (Thanksgiving Day)

- (11) Fourth Friday in November
  - (12) December 25 (Christmas Day)
  - (13) Every day appointed by the President of the United States or Governor of California to be a day of public mourning, Thanksgiving or holiday. Granting of such holidays shall be discretionary with the Board of Supervisors.
  - (14) Effective upon Board of Supervisors' approval of a successor MOU in 2022, the Lincoln's birthday holiday will be converted to a floating holiday, for which Regular full-time employees shall receive six (6) hours of holiday leave which will accrue on February 12 each year. The floating holiday hours may be used starting the first pay period that begins after February 12 each year. The value of the holiday is reduced from eight (8) hours to six (6) hours as the Association's contribution to the President's Release Time.
- 17.4 If the Legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.
- 17.5 If one of the holidays listed above falls on Sunday, the holiday will be observed on Monday.
- If any of the above holidays falls on a day other than Sunday and an employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, they shall be entitled to equivalent straight time off with pay. This equivalent straight time off is limited to one hundred twenty (120) hours with any time earned in excess of one hundred twenty (120) hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out. If, however, the department head determines, in their sole discretion, that in the case of an employee in Work Group 1 the requirements of the service make it not feasible to add equivalent straight time to the employee's vacation accumulation, the employee shall be paid for the holiday on the basis of straight time but not to exceed eight (8) hours for any one (1) holiday.
- 17.6 Employees working more than their regularly scheduled shift on a holiday shall be compensated for such excess time as provided in Section 8, Overtime.

## **Section 18. Vacations**

### **18.1 Vacation Allowance**

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, employees, excluding extra help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedules. Such accrual shall be prorated for any employees, except extra help, who work less than full-time during a pay period.

- (1) During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of 5.0 hours per biweekly pay period worked.
- (3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of 6.0 hours per biweekly pay period worked.
- (4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of 7.0 hours per biweekly pay period worked.
- (5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of 8.0 hours per biweekly pay period worked.
- (6) After the completion of twenty-five (25) years of continuous service, vacation will be accrued at the

- rate of 9.0 hours per biweekly pay period worked.
- (7) No employee may carry an accumulation of vacation hours exceeding the amount that can be accrued within fifty-two (52) biweekly pay periods at any one time. However, employees may accrue unlimited vacation time in excess of the maximum when such vacation accrues due to remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
  - (8) No vacation will be permitted prior to the completion of thirteen (13) full biweekly pay periods of continuous service.
  - (9) Vacation may be used in increments of six (6) minutes.
  - (10) Extra help do not accrue vacation credits, except that the service of an employee in an extra help capacity may be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra help or seasonal capacity may not be included if it preceded a period of over thirty (30) days during which the employee was not in a pay status.

## 18.2 Vacation Schedule

The time at which employees shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be considered in scheduling vacations and in giving preference as to vacation time.

## 18.3 Vacation Allowance for Separated Employees

When an employee is separated from County service any remaining vacation allowance shall be added to the final compensation.

## 18.4 Vacation Pay

Payment for vacation shall be at the base pay of the employee plus applicable differential, if any, as provided in Section 10.

# **Section 19. Sick Leave**

## 19.1 Accrual

Effective until February 4, 2023, employees shall accrue "old sick leave" at the rate of three and seven-tenths (3.7) hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any employee who works less than full time during a pay period. For the purpose of this Section, absence in a pay status shall be considered work. Effective February 5, 2023, "old sick leave" will cease to accrue for all employees.

Effective February 5, 2023, all employees, except extra help or seasonal, shall accrue "new" sick leave at the rate of three and seven-tenths (3.7) hours for each biweekly pay period of full-time work. "New" sick leave will have no cash value and will not have conversion value for the purpose of sick leave conversion for retiree health coverage. Such accrual shall be pro-rated for employees, except extra help or seasonal employees, who work less than full-time during a pay period. For purposes of this Section absence in a pay status shall be considered work.

"New" sick leave can accrue up to a cap of nine hundred sixty (960) hours. Once an employee accrues up to the cap of nine hundred sixty (960) hours, the employee will cease to accrue sick leave until such time the employee uses sick leave to reduce accrued hours below the cap.

A break in service of twenty-eight (28) days or more will result in the forfeiture of all accrued, unused old and new sick leave. An approved leave of absence, including FMLA/CFRA, disability, and pregnancy disability leave, will not constitute a break in service for the purpose of this section.

#### 19.2 "New" Sick Leave Usage

"New" sick leave, plus up to one hundred ninety-two (192) hours of "old" sick leave, is accrued paid leave from work that can be used for any of the following purposes:

- A. Diagnosis, care, or treatment of an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates them from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed health care professional.
- B. The employee's receipt of preventative care or required medical or dental care or consultation.
- C. The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on a member of the immediate family who is ill. For the purpose of this Section, immediate family means parent, spouse, registered domestic partner, child, stepchild, sibling, parent-in-law, grandparent or grandchild. The employee's preparation for or attendance at the funeral of a member of the immediate family. For the purpose of preparation for or attendance at a funeral, immediate family also includes child-in-law, grandparent-in-law, and sibling-in-law. Use of sick leave for this expanded definition is limited to a maximum of three (3) days if travel is required.
- D. The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse or registered domestic partner for up to six (6) weeks immediately after the birth or arrival of the child in the home. Sick leave used concurrently with California Family Rights Act (CFRA) leave for the purpose of bonding following the birth, adoption or foster care placement of a child of the employee must be concluded within one (1) year of the birth or placement of the child. The basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.
- E. An employee who is a victim of domestic violence, sexual assault, or stalking may use up to one half (1/2) of their annual sick leave allotment to:
  1. Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or
  2. Obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

An employee may elect to use their full amount of "new" sick leave in advance of drawing on "old" sick leave accrued.

#### 19.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of the absence, they shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the employee shall notify their supervisor as promptly as possible by telephone or other means. Before an employee may be paid for the use of accrued sick leave, they shall complete and submit to their department head a signed statement, on a prescribed form, stating the dates and hours of absence and such other information as is necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the pay roll, other arrangements may be made with the approval of the department head

and the Controller.

The department head may require a physician's statement from an employee who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request.

#### 19.4 Accounting for Sick Leave

Sick leave may be used in increments no smaller than six (6) minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any, as provided in Section 10.

#### 19.5 Credits

When an employee who has been working in a seasonal or extra help category is appointed to a permanent position they may receive credit for such extra help or seasonal period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight consecutive days in which an employee was not in a pay status.

If an employee who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored upon reemployment. No portion of sick leave credits for which an employee received compensation at the time of or subsequent to the day of layoff shall be restored.

#### 19.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination that an employee is not capable of properly performing their duties, they may require the employee to abstain from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

#### 19.7 Use of Sick Leave While on Vacation

An employee who is injured or becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee: (1) was hospitalized during the period for which sick leave is claimed, or (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or (3) was preparing for or attending the funeral of a member of the immediate family. No request to be paid for sick leave in lieu of vacation will be considered unless such request is made and the above substantiation is provided within the pay period during which the employee returns to work.

#### 19.8 Sick Leave During Holiday

Paid holidays shall not be considered as part of any period of sick leave, unless the employee is scheduled to work on that holiday.

#### 19.9 Catastrophic Leave

Leave credits may be transferred from one or more donating employees to another receiving employee under the following conditions:

- (1) The receiving employee is a permanent full or part-time employee whose participation has been approved by their department head;

- (2) The receiving employee or the receiving employee's spouse/domestic partner or direct family member has sustained a life threatening or debilitating illness, injury or condition. (The Department Head may require that the condition be confirmed by a doctor's report);
- (3) The receiving employee has or will have exhausted all paid time off;
- (4) The receiving employee must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

#### Transferring Time

Vacation and holiday time may be transferred by employees in all work groups. Comp time may be transferred only by employees in work groups 1, 4, and 5. Sick leave may be transferred at the rate of one hour of sick leave for every four hours of other time (i.e., holiday, vacation, or comp time). Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee. Donations must be a minimum of 8 hours and thereafter in whole hour increments. The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of a Catastrophic Leave recipient, in which event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave returned to the last employee(s) to have donated).

#### Appeal Rights

Employees denied participation in the program by the department head may appeal to the Human Resources Director and the County Manager whose decision shall be final.

### **Section 20. Leaves of Absence**

#### **20.1 General**

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the County Ordinance Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same or equivalent class, in the same department as held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in this Section 20 shall abridge an employee's rights under the Family and Medical Leave Act.

**Total Period of Leave:** Except for Disability Leaves as provided above and in Section 20.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 biweekly pay periods.

**Approval and Appeals:** Initial approval or disapproval of any leave of absence shall be by the department head; leaves of absence of more than 2 biweekly pay periods must also be approved by the Human Resources Director. Denials in whole or in part at the department head level may be appealed to the Human

Resources Director whose decision shall be final.

## 20.2 Benefit Entitlement

Employees on leaves of absence without pay for more than one (1) month shall not be entitled to payment by the County of their health, dental, vision, life or long term salary continuation insurance premiums, except as provided hereinafter. Entitlement to County payment of premiums shall end on the last day of the month in which the employee was absent one (1) full calendar month. An employee granted a leave of absence without pay due to their illness or accident shall be entitled to have one (1) month of the County's contribution to insurance premiums paid by the County for each year of County service, or major fraction thereof, to a maximum of twelve (12) months payment of premiums.

Where applicable, payment of the County's portion of the insurance premiums described in this Section 20.2 shall count concurrently toward fulfillment of statutory requirements for payment of the County's contributions toward health insurance, such as under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), California Pregnancy Disability Leave (PDL), and military leave.

## 20.3 Seniority Rights and Salary Adjustments

Authorized absence without pay for either: (1) a leave of absence for personal reasons; (2) a leave of absence on account of illness or injury not compensated through Worker's Compensation benefits; or (3) a leave of absence to fill an unexpired term in an elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

## 20.4 Job Incurred Disability Leave

### (1) Job Incurred Disability Leave With Pay

- (A) Definition: Disability leave with pay is an employee's absence from duty with pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.
- (B) Payment: Payment of disability leave shall be at the base pay of the employee and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.
- (C) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for disability leave, an employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the department head to evaluate the request. The employee must attach a statement from a physician certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the State Compensation Insurance Fund or County Workers Compensation Adjuster has declared the illness or injury compensable under Workers Compensation Law and has accepted liability on behalf of the County, or the Workers Compensation Appeals Board has ordered benefits to be paid.
- (D) Length of Job Incurred Disability Leave With Pay: Eligible Safety employees, as defined in the Government Code and in determinations made by the San Mateo County Board of Retirement, shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of 26 biweekly pay periods. Holidays falling within the period of disability shall extend the maximum days allowed by the number of such holidays.

(2) Job Incurred Disability Leave Without Pay

- (A) Definition: Disability leave without pay is an employee's absence from duty without County pay due to disability caused by illness or injury arising out of and in the course of employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for disability leave without pay. Such leave is taken after the disabled employee has used up allowable disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time off accruals may also be used.
- (B) Application for and Approval of Job Incurred Disability Leave Without Pay: To receive disability leave without pay an eligible employee must submit a request on the prescribed form to the appointing authority describing the illness or accident and all information required for the appointing authority to evaluate the request. The employee must attach a physician's statement certifying to the nature, extent and probable period of illness or disability.
- (C) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed a maximum of two years for eligible Safety members of the Retirement System for anyone injury. The combined total of disability leave with pay and disability leave without pay for one accident or illness may not exceed this two year period. If an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

20.5 Leave of Absence Without Pay

- (1) Qualifying: Only permanent or probationary employees in permanent positions are eligible for leaves of absence without pay under this Section.
- (2) Granting of Leaves of Absence Without Pay: Appointing authorities may grant leave of absence without pay for personal reasons up to a maximum of two biweekly pay periods.
- (3) Leaves of Absence Without Pay for Non-Job Incurred Illness or Injury: Leaves of absence without pay for non-job incurred illness or injury, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefore may be granted for a maximum of 26 full biweekly pay periods. Such leaves will be granted only after all accrued sick leave has been used and must be substantiated by a physician's statement.
- (4) Parental Leave: An employee/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one year following the child's birth, or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave.
- (5) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used.

20.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County employees.



## 20.7 Absence Due to Required Attendance in Court

Upon approval by the department head, any employee, other than extra help or seasonal, shall be permitted absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- (5) An employee required to appear in court in a matter unrelated to their County job duties or because of civil or administrative proceedings that they initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to these proceedings. The time spent in these proceedings is not considered work time. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers-Milias-Brown Act or the MOU between the parties.
- (6) Notification to their supervisor is required within one business day of receipt of a subpoena or summons to appear.

## 20.8 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.
- (2) Absence Without Leave: Absence from duty without leave for any length of time without an explanation satisfactory to the appointing authority is cause for dismissal. Absence without leave for four or more consecutive days without an explanation satisfactory to the appointing authority shall be deemed a tender of resignation. If within thirty days after the first day of absence without leave a person makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

## 20.9 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to employees under the conditions specified in this

Section. In order to be granted educational leave of absence with pay employees must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request. The County may after approval of an employee's application, grant leave of absence with pay for a maximum of sixty-five (65) working days during any fifty-two (52) biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least thirteen (13) biweekly pay periods of continuous service and who are not extra help, temporary or seasonal. Such leaves will be granted only in cases where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness under the above described criteria. The employee must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

| Length of Leave of Absence | Period of Obligated Employment  |
|----------------------------|---------------------------------|
| 44 to 65 workdays          | Fifty-two biweekly pay periods  |
| 22 to 43 workdays          | Twenty-six biweekly pay periods |
| 6 to 21 workdays           | Thirteen biweekly pay periods   |

## **Section 21. Hospitalization and Medical Care**

### **21.1 Medical Insurance**

#### **(a) Employees Assigned to Work Eighty (80) Hours Per Pay Period:**

The County pays eighty-five percent (85%) of the total premium for the County-offered group HMO and High Deductible Health plans (employees pay fifteen percent (15%) of the total premium).

For full time employees enrolled in the High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account.

The County pays seventy-five percent (75%) of the total premium for the County-offered group PPO plan (employees pay twenty-five percent (25%) of the total premium).

#### **(b) Employees Occupying Permanent Part-Time Positions Who Work Less Than Eighty (80) Hours Per Pay Period:**

For employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the County contribution to hospital and medical care premiums described above.

For employees occupying permanent part-time positions who work a minimum of sixty (60) but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay eighty-five percent (85%) of the County-offered group High Deductible Health Plan (HDHP) or three-fourths (3/4) of the County contribution to hospital and medical care premiums described above.

For part time employees working half time or more who are enrolled in the High Deductible Health Plan, the County will annually contribute a pro-rated amount of fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account, based on the employee's part time status.

(c) Healthcare Legislation Changes

Upon request from the County or Union, the parties will reopen Section 21 during the term of the agreement to address changes (including changes to taxation) under the Affordable Care Act or other healthcare legislation.

21.2 Retiree Health

21.2.1 Retiree Medical Trust

Effective February 5, 2023, the Association will establish participation in the retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust ("Trust"), to which the County and employees contribute to save, on a nontaxable basis, money to help pay the cost of eligible medical expenses after terminating from County employment. The Trust is intended to constitute a "health reimbursement arrangement" within the meaning of IRS Notice 2002-45.

The cost of establishing the Trust shall be at no cost to the County. The County is not a party to the Trust. Participation in the Trust shall be the complete and sole responsibility of the Association. Aside from transferring funds, the County has no obligations to the management, regulatory compliance or performance of the Trust. In the event the Trust becomes insolvent or unable to pay, the County has no financial obligation to the Trust, the employees covered by this Agreement, or the Association, including no obligation to provide a lifetime benefit to employees covered by this Agreement.

The Association agrees to defend, indemnify and hold the County, its agents, officers, and employees harmless from any liability of any nature which may arise as a result of employee participation in the PORAC RMT, including any and all claims or legal proceedings regarding the operation of the Trust, except for the obligation of the County to make and report employee and County contributions to the Trust as described in this MOU.

The monies contributed to the Trust on behalf of employees and retirees shall only be used for the sole purpose of providing funding for retiree health insurance premiums or reimbursement of retiree health care expenses, as permitted by law. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the contribution amount in cash. The Trust shall be and remain separate and apart from any of the County's health insurance funding programs.

A. Contributions

The following contributions will be made to the Trust on behalf of each employee:

1. County Contributions:

Effective February 5, 2023, for employees hired on or after February 5, 2023 who achieve five (5) years of continuous regular full-time service with the County, the County will contribute fifty dollars (\$50) per month to each employee's account. In recognition of the first five (5) years of regular full-time service, upon the employee reaching such anniversary, the County will deposit in the Trust a

lump sum of three thousand dollars (\$3,000) which is equivalent to fifty dollars (\$50) for every month of service following February 5, 2023 up to the employee's five (5) year anniversary.

County contributions to the Trust will be made only during periods for which the employee is receiving County compensation. For example, an employee on unpaid leave will not be entitled to such County contributions. In addition, the \$50 County contribution amount will apply to full-time employees; the contribution amounts for less-than-full-time employees will be pro-rated according to those employees' work schedules.

Upon an employee's separation from employment with the County, the County will cease contributions to the Trust on behalf of that individual.

Employees will have no vested right in ongoing County contributions to the Trust. The contributions may be increased, decreased or frozen at any time in accordance with future MOU's.

2. Mandatory Employee Contributions:

Three types of employee contributions will be made to the Trust, as specified below. These employee contributions are mandatory. No employee will have any right to elect to receive cash or any benefit in lieu of the contributions. The contribution amount for employees represented by the Organization of Sheriffs Sergeants (OSS) will not exceed the contribution amount for employees represented by the DSA.

- a. Regular Contribution: Effective February 5, 2023, each employee regardless of hire date will contribute one hundred dollars (\$100) per month to the employee's Trust. These contributions will be deducted from the employee's County compensation. The contribution amounts specified in this paragraph will apply to full-time employees; contribution amounts for less-than-full-time employees will be pro-rated according to those employees' work schedules. Contributions to the plan must be uniform across bargaining unit members. The Association may notify the County as to changes to employee contributions; the frequency of contribution changes is subject to approval by the Trust.
- b. Unused Vacation Accruals: At separation from County service, fifty percent (50%) of the employee's earned and unused vacation will be cashed out and deposited into the employee's Trust; except if the employee dies while in County employment, then vacation accruals will not be deposited into the employee's Trust and will instead be converted to cash and distributed to the employee's estate.
- c. Converted Old Sick Leave for Employees Hired Before February 5, 2023. Upon retirement from County service, contributions of "old" sick leave will be made to an eligible employee's Trust subject to the terms and conditions specified below.

B. Vesting

An employee's Trust contributions, including any allocable investment earnings, are 100% vested at all times.

To become vested in the County's contributions to the Trust, an employee must complete five (5) years of continuous, full time (or full time equivalent), paid County employment in a regular position. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in calculation of the employee's Trust vesting service requirement. If an employee's County employment terminates before completion of five (5) years of continuous County employment, all County contributions to the employee's Trust, including any allocable investment earnings, will be forfeited.

C. Distributions

After an employee retires from County employment, the employee's Trust funds may be used for any eligible medical expenses incurred by the employee, the employee's spouse, or the employee's eligible dependents. "Eligible medical expenses" are expenses described in section 213(d) of the Internal Revenue Code, as amended from time to time, including but not limited to, qualifying insurance premiums. Trust funds may not be used for any other purpose.

In accordance with the federal tax laws, any Trust benefits cannot be provided with respect to a Trust participant's registered domestic partner, and thus such payments must be made out of pocket.

In addition, the use of the Trust funds will be subject to the terms of the governing Trust plan document.

The parties acknowledge that the Trust plan will be subject to non-discrimination testing. Non-compliance with non-discrimination rules may result in taxation of discriminatory coverage. In the event of taxation of discriminatory coverage, the parties will reevaluate and negotiate changes to the plan design to comply with non-discrimination rules.

21.2.2 Old" Sick Leave Conversion

**The following terms apply to employees hired by the County before February 5, 2023:**

- A. Effective February 5, 2023, all employees hired before February 5, 2023 will contribute two and eight-tenths percent (2.8%) of the employee's base wage rate each pay period for the duration of their employment with the County, to the County to offset the costs of retiree medical benefits described herein. These contributions are mandatory.
- B. "Old" sick leave will be defined as sick leave earned before February 5, 2023. Old Sick Leave will cease to accrue as of February 5, 2023 ("transition date"). For employees hired by the County before February 5, 2023, old sick leave accrued and unused as of February 5, 2023, with the exception of one hundred ninety-two (192) hours, will be removed from the employee's sick leave bank. A record of the number of frozen hours of old sick leave will be kept on file with the County, pending the employee's retirement from County service.
- C. Employees hired before February 5, 2023 will retain up to one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank to use as needed.
  - 1. Employees hired before February 5, 2023 who take long-term, FMLA, CFRA or disability (including pregnancy disability) leaves of absence on or after February 5, 2023, who exhaust their one hundred ninety-two (192) hours of Old Sick Leave hours, as well as their New Sick Leave

accrued after February 5, 2023, will be permitted to use additional hours of Old Sick Leave upon request for sick leave purposes listed in this MOU.

2. Employees hired before February 5, 2023 who have less than one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank will retain remaining Old Sick Leave in their sick leave bank to use as needed.
- D. For the purpose of this Section 21.2.2 only, prior years of service with Half Moon Bay Police Department, Millbrae Police Department and San Carlos Police Department immediately prior to such cities contracting with the County for law enforcement services will count toward the calculation of County Service.
- E. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in the calculation of hire date and service time for the purpose of this section.
- F. "Severed by reason of retirement" is defined as an employee retiring and drawing pension benefits from SamCERA simultaneous with separation from the County employment.

Retirement from County service is defined as drawing SamCERA pension benefits via a service or disability retirement immediately upon separation from the County.

If an employee separates from County service without retiring and does not return to County service within twenty-eight (28) days or less, the employee will forfeit all converted "old" sick leave amounts listed in this section, and will forfeit entitlement to all retiree health benefits described herein, except for vested contributions to the Trust. The employee will not receive any Trust contributions or other benefit with respect to the forfeited amounts.

**G. For Employees Hired By The County Before February 5, 2023 With Less Than Fifteen (15) Years Of Service Whose Employment With The County Is Severed By Reason Of Retirement:**

For employees hired prior to February 5, 2023 whose employment with the County is severed by reason of retirement during the term of this MOU, and who have less than fifteen (15) years of continuous, full-time regular service at retirement, the County will contribute to the Trust on behalf of the retiree in the amount of the employee's unused, frozen, "old" sick leave at the time of retirement on the following basis:

- For Tier 1 employees (defined as employees hired by the County prior to April 1, 2011 (except for those employees described in Tier 2 below) who maintain continuous County service without a break in service of more than twenty-eight (28) days), who retire from the County on or after February 5, 2023, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to six hundred seventy-five dollars (\$675).
- For Tier 2 employees (defined as employees hired by the County between July 1, 2011 and February 5, 2023, and employees hired before April 1, 2011 who made a prior, irrevocable election to go into Tier 2, who maintain continuous County service without a break in service of more than twenty-eight (28) days), who retire from the County on or after February 5, 2023, each eight (8) hours of unused "old" sick leave at the time of retirement from County service will be converted to four hundred dollars (\$400).

The remaining one hundred ninety-two (192) hours of “old” sick leave will be maintained in the employee’s sick leave bank to use as sick leave. Upon retirement from County service concurrent with separation from the County, the County will deposit any of the remaining, unused portion of the one hundred ninety-two (192) hours of “old” sick leave into the retiree’s Trust, using the following conversion formula:

- For Tier 1 employees, each eight (8) hours of unused “old” sick leave at the time of retirement from County service will be converted to six hundred seventy-five dollars (\$675).
- For Tier 2 employees, each eight (8) hours of unused “old” sick leave at the time of retirement from County service will be converted to four hundred dollars (\$400).

Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.

**H. For Employees Hired By The County Before February 5, 2023 Whose Employment with the County is Severed by Reason of Retirement, Who Retire with Between Fifteen (15) and Twenty Years Of Service:**

For an employee hired before February 5, 2023, who has between fifteen (15) and twenty (20) years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute five hundred dollars (\$500) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$500 into the Trust on behalf of the retiree on a monthly basis.
  - a. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be two hundred fifty dollars (\$250) per month paid until the retiree would have reached the age of Medicare eligibility; except, if the retiree passes away before the age of 65, and the retiree’s surviving spouse has one or more dependent(s), the benefits payable to a surviving spouse will be four hundred dollars (\$400) per month paid until the retiree would have reached the age of Medicare eligibility.
  - b. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County contributions specified herein will cease.
3. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
4. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in Section 21.2.2(H)(1) toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater

than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's Trust.

5. At the time of retirement, the County will deposit into the Trust on behalf of the retiree an amount equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

**I. For Employees Hired By The County Before February 5, 2023 Whose Employment with the County is Severed by Reason of Retirement, Who Retire with Twenty or More Years Of Service:**

For an employee hired before February 5, 2023, who has twenty (20) or more years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute one thousand dollars (\$1,000) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$1,000 into the Trust on the retiree's behalf on a monthly basis.
  - a. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be five hundred dollars (\$500) per month paid until the retiree would have reached the age of Medicare eligibility; except, if the retiree passes away before the age of 65, and the retiree's surviving spouse has one or more dependent(s), the benefits payable to a surviving spouse will be eight hundred dollars (\$800) per month paid until the retiree would have reached the age of Medicare eligibility.
  - b. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County contributions specified herein will cease.
3. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
4. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in Section 21.2.3(I)(1) toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's Trust.
5. At the time of retirement, the County will deposit an amount into the Trust on behalf of the retiree equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.
6. For Tier 2 employees who retire from County service with twenty (20) or more years of service, the County will deposit into the Trust on behalf of the retiree fifty percent (50%) of the equivalent of two hundred eighty-eight (288) hours of "old" sick leave, multiplied by the rate of employee's base hourly wage into the retiree's Trust.



Effective February 5, 2023, "old" sick leave with a conversion value to retiree health dollars will cease to accrue for all employees.

- 21.3 The surviving spouse or registered domestic partner of an active employee hired before February 5, 2023 who dies may, if they elect a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age fifty-five (55) or over with at least twenty (20) years of continuous service.

## **Section 22. Dental Care**

The County shall contribute a sum equal to ninety percent (90%) of the premium for the County Plan and the Delta Dental Plan for employees and eligible dependents, including young adult dependents and domestic partners. All employees must participate in one of these plans.

## **Section 23. Vision Care**

The County shall provide Vision care coverage for employees and eligible dependents including young adult dependents and domestic partners. The County will pay the entire premium for this coverage.

## **Section 24. Change in Employee Benefit Plans**

### **24.1 Benefits Committee**

During the term of this MOU, the County and Unions shall convene the Benefits Committee for the following purposes:

- A. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in County plans,
- B. To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, and
- C. To address legislative changes to health insurance legislation, including, but not limited to, the Affordable Care Act.

The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

### **24.2 Agreement Implementation**

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

## **Section 25. Life Insurance**

### **25.1 The County shall pay group life insurance premiums for the following plans:**

- A. Life insurance for each employee with a maximum benefit amount of fifty thousand dollars (\$50,000);
- B. Life insurance for the employee's spouse or registered domestic partner with a maximum benefit amount of two thousand dollars (\$2000); and
- C. Life insurance for each of the employee's children depending on age up to a maximum benefit amount of two thousand dollars (\$2000).

D. The County shall provide additional life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job up to a maximum benefit amount of one hundred ten thousand dollars (\$110,000).

25.2 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum benefit of seven hundred fifty thousand dollars (\$750,000) for employee, two hundred fifty thousand dollars (\$250,000) for spouse or registered domestic partner, and ten thousand dollars (\$10,000) for each qualifying dependent.

## **Section 26. Uniform Allowance/Safety Equipment**

26.1 Employees in the Sheriff's Office who must provide their own uniform and equipment shall receive an amount per annum in additional compensation to cover the cost of maintaining such uniforms and equipment. For new employees, such payment shall be made on the regular pay warrant that covers each new employee's date of employment. For current employees, such payment shall be made on the pay warrant for the first full pay period of each January, as follows:

2023: \$1,300

2024: \$1,400

2025: \$1,500

26.2 The County will provide bulletproof vests to department personnel consistent with departmental general order.

## **Section 27. Promotion**

### **27.1 Examinations**

- (1) Open Examinations: Any person who meets the minimum qualifications for the job class may compete.
- (2) General Promotional Examinations: Permanent and probationary employees who have served at least 6 months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off whose names are on a reemployment list are also eligible provided they had served at least 6 months prior to layoff.
- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least 6 months in such status prior to the date of the exam are eligible to compete. Persons who have been laid off whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least 6 months prior to layoff.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Veterans' preference shall not apply to promotional examinations.

### **27.2 Promotional Eligible Lists**

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional

examinations shall be placed on general promotional eligible lists for the classes examined.

- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classes examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list their name shall be removed from the promotional list and placed on the open competitive eligible list for that class in accordance with their final score.

### **27.3 Probationary Period**

Permanent employees who are promoted to a higher class shall undergo the probationary period prescribed for the higher class, but shall have the right to demote to their former class in their former department if rejected during their probationary period if a vacancy in their former class exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, Countywide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, then the employee shall be removed from County service.

### **Section 28. Reallocation of Position**

Upon reclassification of filled positions, the Human Resources Director shall determine whether the action constitutes an upward, lateral or downward movement of the level of the position.

- (1) Downward: The incumbent will be assigned to a vacant position in the same department in the same class previously held. In lieu of reassignment, incumbents may accept a demotion in the reallocated position. If neither of these options are exercised, the layoff procedure in the Civil Service rules will be employed.
- (2) Lateral: The status of the incumbent will remain unchanged in the class to which the position is reallocated.
- (3) Upward: The Human Resources Director will grant status to the incumbent when either: 1) there has been no essential change in the duties and responsibilities of the position during the individual's incumbency; or 2) there has been a gradual change in the duties and the incumbent has satisfactorily performed the higher level tasks for at least 6 months. If neither of the conditions listed above exist, the incumbent may be transferred, demoted, laid off or compete for the reallocated position as specified in the Civil Service Rules.

### **Section 29. Change of Assigned Duties**

No employee shall be required regularly to perform duties of a position outside of the class to which appointed. However, employees may be assigned temporarily duties outside their classes. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to employees whatever duties are necessary to meet the requirements of an emergency situation.

### **Section 30. Pay for Work-Out-of-Classification**

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different class and being paid at a higher rate, and if they have worked

in such class for five (5) consecutive workdays, they shall be entitled to payment for the higher class, as prescribed for promotions in subsection 6-6 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the incumbent's temporary or permanent absence;
- (2) The employee performs the duties regularly performed by the absent incumbent and such duties are clearly not included in the job description of their regular class;
- (3) The temporary assignment to work out of classification which extends beyond twenty working days be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- (4) A copy of the department head's written approval must be submitted in advance to Human Resources. If Human Resources does not approve pay for work in the higher class which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Human Resources Director whose decision shall be final.

### **Section 31. Probationary Period**

31.1 Probationary employees shall undergo a probationary period of six (6) months unless a longer period is prescribed by the Civil Service Commission for their classes. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the Human Resources Director; however, no probationary period shall exceed twelve (12) months except as stipulated below. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of their normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment. Certain positions in the unit may have probation periods established by the Civil Service Commission of eighteen (18) months. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of their normal duties, the probation period for the primary job will be extended for the duration of the reassignment. If an employee is in a class that has an eighteen (18) month probation period there shall be no extension.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

- 31.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a re-employment eligible list shall be given permanent appointments when reemployed. Permanent employees who are demoted to a lower class shall be given permanent appointments in the lower class.
- 31.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different class than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 31.4 The appointing authority may terminate probationary employees at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 32, except when the employee alleges the termination was due to discrimination prohibited by county, state or federal

statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefore, at once. The Human Resources Director may, upon request by an employee rejected during the probationary period, restore their name to the eligible list for that class. However, the employee's name shall not be certified to the department from which rejected without approval of the department head.

- 31.5 Permanent employees who transfer to another position in the same class shall not be required to undergo a new probationary period in the position into which transferred. Employees who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If unsuccessful in the new probationary period, the employee will be terminated from County service. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the Human Resources Director, examinations to demonstrate qualifications may be required before transfers between separate classes can occur.

If a new probationary period is in force, the employee shall have a 28-day window period from the date of transfer to elect to return to their former position. If an employee is rejected at a point beyond the window period and they had prior permanent status, they shall have the right to return to their former department if a vacancy exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. If no vacancy exists, such employees shall displace the least senior employee as determined by Rule XVI. If no less senior position exists, the employee shall be removed from County service.

- 31.6 Probationary employees who are injured on the job and are off work receiving 4850 pay shall have any time off work in excess of 30 days added to their probation period. If an employee has not completed at least 90 days of service, the probation period will start over when the employee returns to work.

### **Section 32. Dismissal, Suspension Reduction in Step or Demotion for Cause**

The appointing authority may dismiss, suspend, reduce in step or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. An employee may either appeal such dismissal, suspension or demotion to the Civil Service Commission or file a grievance in accordance with subsection 33.2. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission rules. Grievances filed in accordance with subsection 33.2 must be filed within fourteen calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the Human Resources Director within fourteen (14) calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under subsection 33.2 of this MOU. A permanent classified employee may be dismissed, suspended or demoted for cause only.

### **Section 33. Grievance Procedures**

#### **33.1 Grievance**

A grievance is defined as any dispute which involves the interpretation or application of any provision of this MOU, excluding those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions shall not be subject to the grievance procedure.

#### **33.2 Grievant**

The grievant is defined as the Association or the affected employee. The Association or any employee may file a grievance.

### 33.3 Grievance Process

The grievance must be filed at either Step 1 or Step 2 within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance or within fourteen (14) calendar days if grieving a demotion, suspension or dismissal from employment. The grievant shall state the grievance in writing and the resolution desired.

#### Step 1. Department Head or Designee

The grievant may discuss the complaint with the department head or designee. The department head or designee shall provide the grievant a written or oral response within fourteen (14) calendar days from the grievance meeting. If the grievance is not resolved the grievant may move the grievance to Step 2 within fourteen (14) calendar days from issuance of the written or oral response from the department head or designee. However, all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director. If the department head or designee does not provide a written or oral response within the fourteen (14) calendar day timeline, then the grievant may advance the grievance to Step 2.

#### Step 2. Human Resources Director

Any employee or official of the Association may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be received within fourteen (14) calendar days of the written or oral response of the department head or designee as described in Step 1. If the grievant did not file a Step 1 grievance but instead proceeded directly to Step 2, then such notification must be received within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance. Any grievances involving demotion, suspension or dismissal must be received within fourteen (14) calendar days of the above specified action. If appropriate, the parties will then schedule a grievance meeting. The Human Resources Director or designee, who in the case of a grievance alleging discrimination shall be the Equal Employment Manager, shall have thirty-five (35) calendar days from the grievance meeting in which to investigate the merits of the grievance and to provide the grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary. If the grievance is not resolved to the satisfaction of the grievant, then the Association may move the grievance to Step 3 within fourteen (14) calendar days from the issuance of the written response from the Human Resources Director or designee. No grievance may be processed under Step 3 which has not first been filed and investigated in accordance with Step 2.

#### Step 3. Arbitration

Either the Association or the County may require that the grievance be referred to an impartial arbitrator, if the moving party notifies the other in writing of its desire to arbitrate within fourteen (14) calendar days of the issuance of the Step 2 response. Only the Association or the County may maintain the grievance before the arbitrator. The grievance shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The fees and expenses of the arbitrator and of the court reporter shall be shared equally by the Association and the County. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

### 33.4 Scope of Arbitration Decisions

- (a) Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.

- (b) No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 33.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. The arbitrator shall not have the power to amend or modify this MOU or written agreements or to establish any new terms or conditions of employment.
- (d) If the Human Resources Director or an arbitrator resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- (e) If any award by an arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the Human Resources Director will recommend to the Board of Supervisors or the Civil Service Commission that it follow the award.
- (f) No change in this MOU or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Association.

### 33.5 Compensation Complaints

Complaints involving or concerning payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meet and confer process if not detailed in the MOU. No adjustment shall be retroactive for more than 60 days from the date upon which the complaint was filed.

### 33.6 County Charter and Civil Service Commission

- (a) The provisions of this section shall not abridge any rights to which an employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter, may be within the sole province and discretion of the Civil Service Commission.
- (b) All grievances of employees in representation units represented by the Association shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under Step 2 of subsection 33.3 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- (c) No action under Section 33.3 Step 2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission or if the complaint or grievance is pending before the Civil Service Commission.

### 33.7 Involuntary Transfers for the Alleged Purpose of Punishment

Any sworn peace officer in the Sheriff's Department who believes they have been subjected to a transfer for the purpose of punishment may appeal said transfer through the chain of command to the Sheriff (or, in cases where the Sheriff has been personally involved, to the Human Resources Director or designee). In

cases where the transfer involves a loss of compensation, they shall have the option of appealing either to the Sheriff or to an ad hoc panel as described hereafter. All such appeals shall be filed, in writing, within five calendar days after the date of transfer. The following procedure shall apply:

**Step 1. Human Resources Department**

The employee or any official of the Association shall notify Employee Relations in writing of the alleged punitive transfer. Employee Relations shall have thirty-five (35) calendar days after the meeting in which to investigate and resolve the dispute informally. No appeal may be processed under Step 2 below which has not first been filed and investigated in accordance with Step 1.

**Step 2. Advisory Panel**

If the parties are unable to satisfactorily resolve the dispute, the employee may have the appeal submitted to a three (3) member panel comprised of two (2) members of the Civil Service Commission and one (1) individual who is not a Commission member. This panel will be charged with the responsibility of making findings of fact and recommendations in connection with the employee's appeal for presentation to the Sheriff and the Human Resources Director. Such recommendations shall be advisory in nature. If the employee elects to have their appeal heard before such a panel, the employee shall choose one (1) Civil Service Commissioner and the Sheriff shall choose a second Commissioner. These two (2) members shall select a third member of the panel, who shall be the panel's chairperson and cannot be a member of the Civil Service Commission. If the two (2) commissioners selected by the employee and the Sheriff cannot agree on a third member, the Human Resources Director shall choose the third member.

Upon conclusion of its hearing the panel shall present its finding of fact and recommendations to the Human Resources Director and Sheriff. If the Sheriff and Director reject the panel recommendation they must so inform the employee, with reasons in writing. Any decision reached by the Sheriff and the Human Resources Director shall be final.

## **Section 34. Retirement Plan**

### **34.1 Retirement Plan**

**(a) Employees Hired Before January 8, 2012**

Effective January 2, 2005, the County implemented the 3% @ 50 retirement enhancement (Government Code section 31664.1) for employees in Plans 1, 2 or 4. The one year final average compensation for participants in the safety retirement Plan 1 or 2 will be calculated in accordance with Government Code section 31462.1. For those participants in the safety retirement Plan 4 in accordance with Government Code section 31462.

The enhancement will apply to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if either section 31664.1 had been in effect during the time period specified in the resolution adopting section 31664.1, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the enhancement through increased retirement contributions by way of payroll deductions and shall contribute a percentage of compensation earnable as defined by SamCERA, in the amounts set forth below:

- Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.



- Employees with 5 to 15 years of County service will contribute 3.5%.
- Employees with 0 to 5 years of County service will contribute 3%.

(b) Employees Hired on or after January 8, 2012 through December 31, 2012

Effective January 8, 2012, the County implemented the 3%@55 retirement enhancement (Government Code 31664.2) for employees in Plan 5. For those participants in the safety retirement Plan 5, their three year final average compensation will be calculated in accordance with Government Code section 31462.

The enhancement will apply to all future safety service and all safety service back to the date of employment pursuant to the Board of Supervisors' authority under Government Code section 31678.2 (a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if either section 31664.2 had been in effect during the time period specified in the resolution adopting section 31664.2, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the enhancement through increased retirement contributions by way of payroll deductions and shall contribute a percentage of compensation earnable as defined by SamCERA, in the amounts set forth below:

- Employees with more than 15 years of County service or who are age 45 or older will contribute 4.5%.
- Employees with 5 to 15 years of County service will contribute 3.5%.
- Employees with 0 to 5 years of County service will contribute 3%.

(c) Employees hired on or after January 1, 2013

Employees hired on or after January 1, 2013 will be placed by SamCERA into Plan 5 or Plan 7 (2.7%@57) (Government Code section 7522.25) depending upon their eligibility.

Plan 5: Employees who are placed in Plan 5 by SamCERA will be subject to the applicable provisions of sections 34.1 (b) and 34.2

Plan 7: Employees who are placed in Plan 7 by SamCERA will not be subject any provisions in sections 34.1 (b) or 34.2. The County will not make any contributions toward the employees' required contribution to the Retirement System for Plan 7 members.

### 34.2 Retirement COLA

Effective the first full pay period in July of 2016, all employees, regardless of plan or hire date, will pay a COLA cost share equal to fifty percent (50%) of the retirement COLA costs as determined by SamCERA. Plan 7 members do not pay a separate retirement COLA cost share as the Plan 7 COLA costs are part of the Plan 7 contributions.

### **Section 35. Deferred Compensation Plan- Automatic Enrollment for New Employees**

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at

the time of deferrals; there will be no waiting periods for vesting rights. Escalation for new employees will be the same as existing employees, as described below.

Effective the first full pay period following Board of Supervisors' approval of this MOU in 2022, all employees will be enrolled in the deferred compensation program at the rate of one percent (1%) of their pre-tax wages, unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

Concurrent with Cost of Living Adjustments (COLA) the deferrals will be increased in one percent (1%) increments to a maximum of five percent (5%).

The County will provide training to employees regarding how to make voluntary changes to deferrals.

### **Section 36. Bereavement Leave**

The County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parents, spouse, domestic partner, child, (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, mother-in-law, father-in-law, grandparent, grandparent-in-law or grandchild.

In addition, employees may utilize accrued sick leave pursuant to Section 19.2-4.

### **Section 37. No Strike**

The Association, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Association nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel of operations of management or of employees not covered by this MOU.

### **Section 38. Severability of Provisions**

If any provision of this MOU is declared illegal or unenforceable by a court of competent jurisdiction, that provision shall be null and void but such nullification shall not affect any other provision of the MOU, all of which other provisions shall remain in full force and effect.

### **Section 39. Past Practices**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.

**Made and entered into**

**For the Deputy Sheriff's Association:**

DocuSigned by:  
*Carlos Tapia*  
6D91C64A8B7141E...  
Carlos Tapia, DSA President

DocuSigned by:  
*Stephen Leoncio*  
4D7847382D2A4FA...  
Stephen Leoncio, Mastagni Law

**For the County:**

DocuSigned by:  
*Mike Callagy*  
4F48F896DA894EF...  
Mike Callagy, County Executive

DocuSigned by:  
*Rocio Kirczun*  
93EEF39351314BC...  
Kocio Kirczun, Human Resources Director

DocuSigned by:  
*Michelle Kuka*  
E344A503FAAA447...  
Michelle Kuka, Deputy Director Human Resources

**EXHIBIT B**

1. Employees assigned to the following assignments shall be paid the hourly equivalent rate of one step (5.74%) in the salary range in addition to all other compensation. After the completion of two (2) years of consecutive service in the following assignments such employees shall receive an additional 5.74% step, for a maximum total of two (2) steps in addition to all other compensation. Temporary reassignment out of the special assignment, not to exceed sixty (60) days, will not be considered a break in the two-year consecutive period.

The maximum specialty assignment pay an employee can receive at any one time is two (2) steps, not including canine pay.

| ASSIGNMENTS                                | STEP 1 | STEP 2 |
|--------------------------------------------|--------|--------|
| All Detective Assignments*                 | X      | X      |
| Public Information Officer                 | X      | X      |
| Training Unit                              | X      | X      |
| Jail Classification Unit                   | X      | X      |
| Civil Enforcement Unit                     | X      | X      |
| HIDTA/NCRIC                                | X      | X      |
| Bomb Unit                                  | X      | X      |
| Psychiatric Emergency Response Team (PERT) | X      | X      |
| Motor Deputies                             | X      |        |
| Release Deputy                             | X      | X      |

\*Detective Assignments are defined as Deputy Sheriff assigned to the Investigations Bureau (Redwood City and Airport), Gang Intelligence Unit, Narcotics Task Force, Vehicle Theft Task Force, Crime Suppression Unit, and the Cargo Theft Task Force.

2. Deputy Sheriffs and Correctional Officers assigned to Training Officer work shall be paid at the hourly equivalent rate of one (1) step in addition to all other compensation. Such compensation shall be paid only while the individual is actually assigned a trainee as a Jail Training Officer (JTO) or Field Training Officer (FTO). Deputy Sheriffs and Correctional Officers assigned to SWAT and ERT shall be paid at the hourly equivalent rate of one (1) step in addition to all other compensation. Such compensation shall be paid only while the individual is actually assigned working in, or training for, the SWAT or ERT assignment.
3. Incumbents in up to two (2) other assignments deemed appropriate by the Sheriff shall be paid at the hourly equivalent rate of one (1) step in addition to all other compensation. The step increases granted under this section will be effective for no more than one year and all will expire on December 31st of each calendar year. The Sheriff will review all step increases granted under this section each December to determine if the step increase

will be renewed for the following year. Step increases may be granted and removed anytime during the calendar year whenever there is a change in work assignment or assigned duties. All step increases will be granted or renewed only upon written authorization, signed by the Sheriff, and submitted to the payroll supervisor via the Bureau of Professional Standards Lieutenant. Deputy Sheriffs receiving the step increase granted under this section will be notified of the Sheriff's decision to grant, renew, or discontinue the step increase by the Bureau of Professional Standards Lieutenant.

If a step increase granted under this Section 3 of Exhibit B is removed, an employee may appeal the decision in accordance with Section 33.7 of the MOU (Involuntary Transfers for the Alleged Purpose of Punishment).

4. Employees in the class of District Attorney's Inspector shall receive Six Dollars (\$6.00) per biweekly pay period.
5. The Sheriff's Office will advertise these assignments when they become available so that all staff have an opportunity to express their interest and be considered. In advertising assignments, the Sheriff's Office will list those criteria that they find desirable and which will be considered in making selections for these assignments. Temporary special assignments may be made at the discretion of the Sheriff pending the selection process.

**Side Letter Agreement Re: Work Shifts and Assignments:**

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of January 31, 2016, through January 9, 2021.

1. Work Shifts and Assignments

- a. Work shifts are subject to modification by the Sheriff should economic or staffing contingencies dictate revisions, or in the case of an emergency. Should the Sheriff desire to effect a change they shall give advance written notice to the Association of the proposed change(s), the reason(s) therefore, the proposed schedule(s), and shall provide a reasonable opportunity to discuss such change(s) prior to implementation.

Currently, the shifts and hours of work are as follows:

- Court Services - the 5 x 8 work schedule.
- Detention and Custody Division, and Patrol - the Twelve (12) work schedule
- Training Bureau, Detective, Bureau of Professional Standards, School Resource Unit (SRU)/ Community Policing Unit (CPU), Civil Bureau, Admin Classification, and Transportation - the 4x10 work schedule

- b. Employees assigned to the Patrol Division shall be allowed to continue to bid for their work shift assignment, in the same manner as in presently practiced, described as follows:

1. Seniority

For the purposes of bidding for vacations, shifts (excluding the Detention Division), on call and overtime signups shall be based on classification seniority. For the purpose of this section, classification seniority is defined as time in class plus higher class.

2. Deputy Shift Bids

Deputies shall bid annually during the month of January for their shifts within their assignment based on time in classification plus higher classification.

3. Detention Division Shift Bid

Employees assigned to the Detention Division shall bid annually during the month of January for their shifts based on cumulative time in the classification of Correctional Officer, Deputy Sheriff and higher classifications.

Such selection shall occur at least annually and normally on January 1 of each year.

- c. The above procedure shall also be used for those employees assigned to the Detention and Custody Division and shall be applied within each facility in that division.

2. No written transfer policy exists at present and the Sheriff agrees not to implement a written transfer policy during the term of the MOU without the agreement of the Association. As a matter of policy, however, employees shall be given two weeks' notice of a permanent transfer between divisions except in cases of emergency.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

**APPROVED AND ACCEPTED:**

FOR THE COUNTY

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

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

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

**SUPPLEMENTAL AGREEMENT BETWEEN SAN MATEO COUNTY SHERIFF'S OFFICE**

**AND**

**THE DEPUTY SHERIFF'S ASSOCIATION**

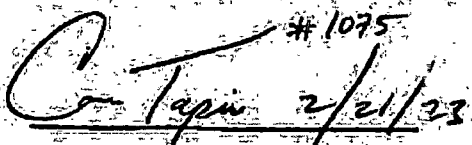
The Sheriff's Office and Association agree to the use of extra help as follows:

The primary need/use is for Deputy Sheriffs to work as bailiffs when the incumbent deputies are off on vacation or leave. They will also be used for pro tems. In addition, they will work the fourth floor holding area (however, we will continue to utilize this position for suitable deputies who have a need for temporary light duty) and sick calls in transportation/court security after reasonable attempts to offer the overtime to full-time sheriff's deputies have failed.

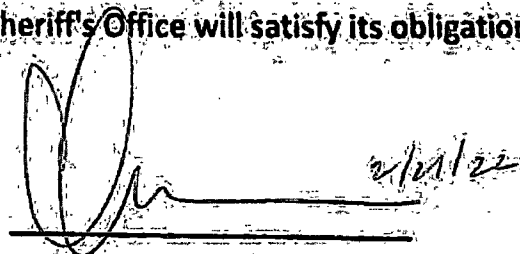
The use of extra help Correctional Officers will be limited to filling vacant staff positions in Corrections. Extra help Correctional Officers may be used to fill for sick calls and vacation relief at the detention facilities. The extra help positions may be filled by qualified former San Mateo County Deputy Sheriff's employees or other qualified persons (persons in possession of proper California certification). The Sheriff's Office agrees that they will not reduce full time regular Correctional Officer positions and replace with extra help positions.

When extra help employees have worked 960 hours (for SamCERA retirees) or 1040 hours (for all other extra help) during a fiscal year they will no longer be utilized until they become eligible again, the next fiscal year.

Should circumstance arise (other than a declared emergency or a one-time use) where the Sheriff's Office wants to expand or change the above, it shall give advance notice to the Association of any such proposed change and the Sheriff's Office will satisfy its obligation to meet and confer with the Union on this subject.

 #1075  
2/21/23

Carlos Tapia, DSA President

 2/21/22

Christina Corpus, Sheriff's Parte 277



**Letter of Understanding Between**  
**San Mateo County and Deputy Sheriffs Association**  
**Re: K-9 Unit Compensation**

The following letter summarizes the parties' understanding regarding K-9 Unit Compensation.

Employees who are assigned to the K-9 Unit are entitled to compensation for the off-duty hours spent caring, grooming, feeding and one-on-one non-formal training of their canine and maintaining their canine vehicle/unit. To receive such compensation, deputy sheriffs assigned to the K-9 Unit must have responsibility for caring, grooming, feeding and training of a canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off-duty canine duties. The hours in this agreement were determined after an actual inquiry by the deputy sheriffs and the Deputy Sheriff's Association. The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act.

Employees assigned to the K-9 Unit shall be paid an additional 5.74% of salary per month which is compensation for 15.21 hours per month (3.5 hours per calendar week) for off-duty K-9 Unit duties. (It is the intent of the parties that the regular rate of pay for these off-duty canine duties, determined for each canine deputy sheriff by dividing the K-9 pay of 5.74% of salary in a pay period by 7 hours of off-duty canine activities per pay period and then dividing that amount by 1.5, will meet or exceed County, State and Federal minimum wage). This compensation compensates the K-9 Unit for the reasonable number of hours (determined after an actual inquiry of the K-9 Unit) per month which the canine deputy sheriff spends feeding, grooming and caring for the dog which has been assigned to the deputy sheriff as well as training the dog and maintaining the canine vehicle/unit off duty. The parties agree that the foregoing compensation is intended to compensate the canine deputy sheriff for off-duty canine activities on an overtime basis at one and one half times the deputy sheriff's regular canine rate for canine duties. It is expected that K-9 Unit will not work more than 15.21 hours per month performing off duty canine duties as described herein.

Employees assigned to the K-9 Unit who must take their canine to the veterinarian in an emergency shall submit a written request to the Sheriff or the Sheriff's assigned designee for additional compensation for the hours spent performing such work. Emergencies such as emergency veterinarian visits do not require advance approval because such work time is beyond the deputy sheriff's control. In addition, if a canine deputy sheriff will be required to perform duties (in rare occurrences) which causes a substantial increase in the normal off-duty hours worked for that month, they may request, in advance of the work, that additional compensation be provided. Such additional compensation must be approved in advance before any such work is performed unless the additional work is an emergency beyond the deputy sheriff's control. Any additional compensation for emergency veterinarian visits or other duties which result in a substantial increase in the normal off-duty hours worked for that month shall be at compensated at time and one half the employee's Deputy Sheriff

(non-K9) regular rate of pay. Call-Back Pay in accordance with Section 11 of the MOU between the parties shall apply to emergency veterinarian visits that occur. Routine veterinary visits by employees must occur on duty or on flex time with advance supervisory approval.

Effective July 1, 2016, employees who are assigned to the K-9 Unit shall receive one hundred and fifty dollars (\$150) each month for the purchase of dog food, bedding and other dog supplies. Each month the Lieutenant in charge of the K-9 unit shall submit a memo to the fiscal department listing the active employees in the unit, who will in turn issue payment to each K-9 unit employee. Each July for the duration of the current MOU the amount for K-9 food and supplies will be increased by five dollars (\$5).

Employees assigned to the K-9 Unit who receive advance approval for boarding of their dog shall be reimbursed for boarding expenses for the approved vendor and approved time of boarding.

APPROVED AND ACCEPTED:

Date: 12/15/16

FOR THE COUNTY

Michelle Fisher

FOR THE ASSOCIATION

Michelle

# Exhibit 2

Ex Parte280

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Ok. John is pissed because who's boy is on Tuesday and he is mad that I will be leaving  
and he now wants me to retire instead of him

Priority: Normal

| Participant                 | Delivered | Read                                | Played |
|-----------------------------|-----------|-------------------------------------|--------|
| +16509224284 Valerie Barnes |           | 11/26/2021<br>11:28:58<br>AM(UTC-8) |        |

Status: Read

Platform:

11/26/2021 11:28:39 AM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x17677C2 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Stfoh

Priority: Normal

| Participant                              | Delivered                           | Read                                        | Played |
|------------------------------------------|-------------------------------------|---------------------------------------------|--------|
| +16503930183 Sheriff<br>Christina Corpus | 11/26/2021<br>11:29:10<br>AM(UTC-8) | 11/26/20<br>21<br>11:29:10<br>AM(UTC<br>-8) |        |

Status: Sent

Platform:

11/26/2021 11:29:09 AM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1768F41 (Table: message, handle, Size:  
275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Said he knows I am  
Going to leave him  
And he is not going to be a babysitter

Priority: Normal

| Participant                 | Delivered | Read                                | Played |
|-----------------------------|-----------|-------------------------------------|--------|
| +16509224284 Valerie Barnes |           | 11/26/2021<br>11:29:47<br>AM(UTC-8) |        |

Status: Read

Platform:

11/26/2021 11:29:47 AM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1768CD4 (Table: message, handle, Size: 275509248 bytes)

Ex Parte281

1607

CONFIDENTIAL

# Exhibit 3

Ex Parte282

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

No

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                             |  |          |  |
|-----------------------------|--|----------|--|
| +16509224284 Valerie Barnes |  | 12/30/20 |  |
|-----------------------------|--|----------|--|

|  |  |                    |  |
|--|--|--------------------|--|
|  |  | 10:24:23 PM(UTC-8) |  |
|--|--|--------------------|--|

Status: Read

Platform:

12/30/2021 10:24:20 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18502F0 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

I am worried as the virus is canceling a lot of events.

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                             |  |                               |  |
|-----------------------------|--|-------------------------------|--|
| +16509224284 Valerie Barnes |  | 12/30/2021 10:24:48 PM(UTC-8) |  |
|-----------------------------|--|-------------------------------|--|

Status: Read

Platform:

12/30/2021 10:24:47 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1851F3F (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Can you go to a hotel and just order room service and sleep

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                                       |                               |                               |  |
|---------------------------------------|-------------------------------|-------------------------------|--|
| +16503930183 Sheriff Christina Corpus | 12/30/2021 10:24:52 PM(UTC-8) | 12/30/2021 10:24:56 PM(UTC-8) |  |
|---------------------------------------|-------------------------------|-------------------------------|--|

Status: Sent

Platform:

12/30/2021 10:24:52 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1851CA1 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

When is albi doing his fundraiser

Priority: Normal

| Participant                           | Delivered                     | Read                          | Played |
|---------------------------------------|-------------------------------|-------------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 12/30/2021 10:25:17 PM(UTC-8) | 12/30/2021 10:25:17 PM(UTC-8) |        |

Status: Sent

Platform:

12/30/2021 10:25:17 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18519C9 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

That sounds lovely... not with John

Priority: Normal

| Participant                 | Delivered | Read                          | Played |
|-----------------------------|-----------|-------------------------------|--------|
| +16509224284 Valerie Barnes |           | 12/30/2021 10:25:21 PM(UTC-8) |        |

Status: Read

Platform:

12/30/2021 10:25:21 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1851724 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

1/29

Priority: Normal

| Participant                 | Delivered | Read                          | Played |
|-----------------------------|-----------|-------------------------------|--------|
| +16509224284 Valerie Barnes |           | 12/30/2021 10:25:28 PM(UTC-8) |        |

Status: Read

Platform:

12/30/2021 10:25:28 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1852F3F (Table: message, handle, Size: 275509248 bytes)

Ex Parte284

1938

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Definitely not with him

Priority: Normal

| Participant                           | Delivered                     | Read | Played |
|---------------------------------------|-------------------------------|------|--------|
| +16503930183 Sheriff Christina Corpus | 12/30/2021 10:25:37 PM(UTC-8) |      |        |

Status: Sent

Platform:

12/30/2021 10:25:37 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18528ED (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Can Victor host a fundraiser at the club?

Priority: Normal

| Participant                           | Delivered                     | Read                          | Played |
|---------------------------------------|-------------------------------|-------------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 12/30/2021 10:26:02 PM(UTC-8) | 12/30/2021 10:26:13 PM(UTC-8) |        |

Status: Sent

Platform:

12/30/2021 10:26:01 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x185265E (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

They aren't allowing parties yet

Priority: Normal

| Participant                 | Delivered                     | Read | Played |
|-----------------------------|-------------------------------|------|--------|
| +16509224284 Valerie Barnes | 12/30/2021 10:26:23 PM(UTC-8) |      |        |

Status: Read

Platform:

12/30/2021 10:26:23 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18523AB (Table: message, handle, Size: 275509248 bytes)

Ex Parte285

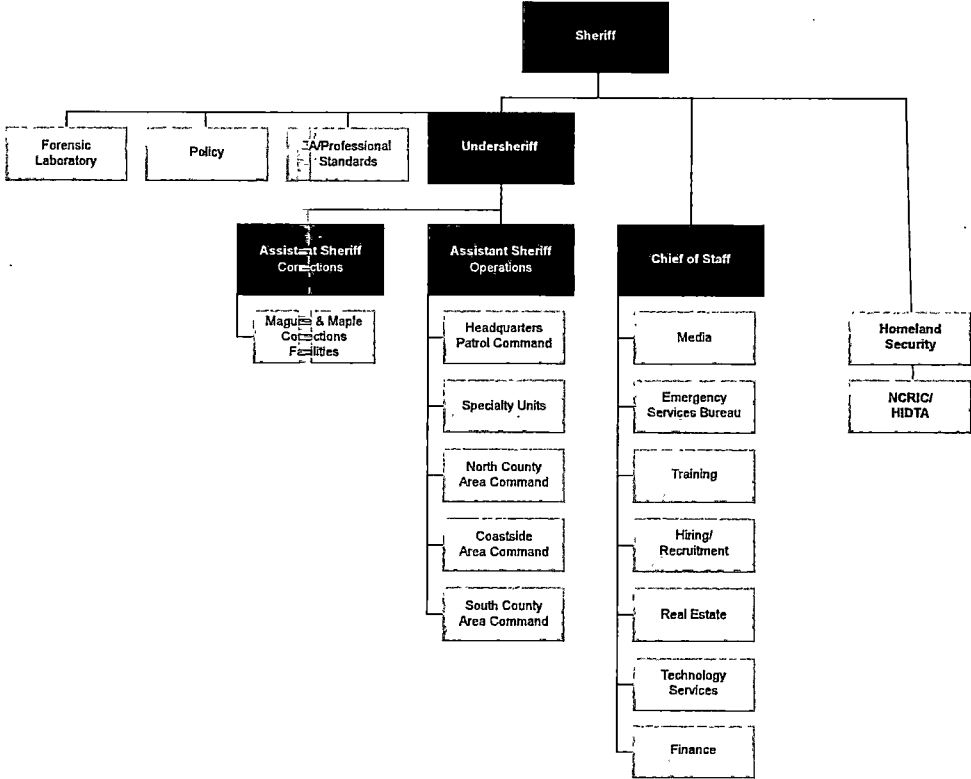
1939

CONFIDENTIAL



# Exhibit 4

NOTE: Boxes Reflect Captains or Civilian Directors and Above Only



Ex Parte288

# Exhibit 5

Ex Parte289

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

You at the ranch?

Priority: Normal

| Participant                           | Delivered                   | Read | Played |
|---------------------------------------|-----------------------------|------|--------|
| +16503930183 Sheriff Christina Corpus | 1/12/2022 7:03:13 PM(UTC-8) |      |        |

Status: Sent

Platform:

1/12/2022 7:03:13 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18D3A90 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/12/2022 7:03:17 PM(UTC-8) | 1/12/2022 7:34:08 PM(UTC-8) |        |

Status: Sent

Platform:

1/12/2022 7:03:17 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18D380F (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

I wish.... I had to go to my car to do the meeting in my driveway

Priority: Normal

| Participant                 | Delivered | Read                        | Played |
|-----------------------------|-----------|-----------------------------|--------|
| +16509224284 Valerie Barnes |           | 1/12/2022 7:45:43 PM(UTC-8) |        |

Status: Read

Platform:

1/12/2022 7:34:54 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x18D3300 (Table: message, handle, Size: 275509248 bytes)

Ex Parte290

2120

CONFIDENTIAL

# Exhibit 6

Ex Parte291

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Priority: Normal

| Participant                 | Delivered | Read                        | Played |
|-----------------------------|-----------|-----------------------------|--------|
| +16509224284 Valerie Barnes |           | 1/18/2022 2:32:36 PM(UTC-8) |        |

Status: Read

Platform:

1/18/2022 2:32:33 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1918F3F (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

My house is a mess and he won't lift a fucking finger

Priority: Normal

| Participant                 | Delivered | Read                        | Played |
|-----------------------------|-----------|-----------------------------|--------|
| +16509224284 Valerie Barnes |           | 1/18/2022 6:43:00 PM(UTC-8) |        |

Status: Read

Platform:

1/18/2022 6:42:52 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1918D05 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

He's making shit impossible for you

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:43:38 PM(UTC-8) | 1/18/2022 6:43:52 PM(UTC-8) |        |

Status: Sent

Platform:

1/18/2022 6:43:37 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1918A65 (Table: message, handle, Size: 275509248 bytes)

Ex Parte292

2207

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

Said it's not on his dna to be my bitch

Priority: Normal

| Participant                 | Delivered | Read                        | Played |
|-----------------------------|-----------|-----------------------------|--------|
| +16509224284 Valerie Barnes |           | 1/18/2022 6:44:04 PM(UTC-8) |        |

Status: Read

Platform:

1/18/2022 6:44:04 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x19187B8 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

What in the actual fuck

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:44:15 PM(UTC-8) | 1/18/2022 6:44:15 PM(UTC-8) | 2      |

Status: Sent

Platform:

1/18/2022 6:44:15 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1918534 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Jesus Christ.  
What're you going to do?

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:44:45 PM(UTC-8) | 1/18/2022 6:44:49 PM(UTC-8) | 2      |

Status: Sent

Platform:

1/18/2022 6:44:45 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x19182A7 (Table: message, handle, Size: 275509248 bytes)



From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Is there any way for you to live in a separate area of the house away from him?

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:49:03 PM(UTC-8) | 1/18/2022 6:51:46 PM(UTC-8) |        |

Status: Sent

Platform:

1/18/2022 6:49:02 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1919F41 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

No because of the kids

Priority: Normal

| Participant                 | Delivered | Read                        | Played |
|-----------------------------|-----------|-----------------------------|--------|
| +16509224284 Valerie Barnes |           | 1/18/2022 6:52:10 PM(UTC-8) |        |

Status: Read

Platform:

1/18/2022 6:52:06 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1919C3F (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

What about them?

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:52:31 PM(UTC-8) | 1/18/2022 6:53:28 PM(UTC-8) |        |

Status: Sent

Platform:

1/18/2022 6:52:31 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x19199E1 (Table: message, handle, Size: 275509248 bytes)

Ex Parte294

2209

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

I can sleep downstairs but he is doing nothing:

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                             |  |                             |  |
|-----------------------------|--|-----------------------------|--|
| +16509224284 Valerie Barnes |  | 1/18/2022 6:55:00 PM(UTC-8) |  |
|-----------------------------|--|-----------------------------|--|

Status: Read

Platform:

1/18/2022 6:54:58 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x1919760 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

He's going to continue to make it harder and harder on you

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                                       |                             |                             |  |
|---------------------------------------|-----------------------------|-----------------------------|--|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:55:16 PM(UTC-8) | 1/18/2022 6:58:07 PM(UTC-8) |  |
|---------------------------------------|-----------------------------|-----------------------------|--|

Status: Sent

Platform:

1/18/2022 6:55:16 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x19194D2 (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

I know

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                             |  |                             |  |
|-----------------------------|--|-----------------------------|--|
| +16509224284 Valerie Barnes |  | 1/18/2022 6:58:17 PM(UTC-8) |  |
|-----------------------------|--|-----------------------------|--|

Status: Read

Platform:

1/18/2022 6:58:11 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x19191F6 (Table: message, handle, Size: 275509248 bytes)

Ex Parte295

2210

CONFIDENTIAL

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

How do I help?

Priority: Normal

| Participant                           | Delivered                   | Read | Played |
|---------------------------------------|-----------------------------|------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:58:23 PM(UTC-8) |      |        |

Status: Sent

Platform:

1/18/2022 6:58:22 PM(UTC-8)

Source info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x191AF49 (Table: message, handle, Size: 275509 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Want me to talk to him?

Priority: Normal

| Participant                           | Delivered                   | Read | Played |
|---------------------------------------|-----------------------------|------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:58:35 PM(UTC-8) |      |        |

Status: Sent

Platform:

1/18/2022 6:58:35 PM(UTC-8)

Source info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x191ACD6 (Table: message, handle, Size: 275509 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

Man to man

Priority: Normal

| Participant                           | Delivered                   | Read                        | Played |
|---------------------------------------|-----------------------------|-----------------------------|--------|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:58:40 PM(UTC-8) | 1/18/2022 6:58:49 PM(UTC-8) |        |

Status: Sent

Platform:

1/18/2022 6:58:40 PM(UTC-8)

Source info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x191AA49 (Table: message, handle, Size: 275509 bytes)

Ex Parte296

2211

CONFIDENTIAL

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

No

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                             |  |                             |  |
|-----------------------------|--|-----------------------------|--|
| +16509224284 Valerie Barnes |  | 1/18/2022 6:58:57 PM(UTC-8) |  |
|-----------------------------|--|-----------------------------|--|

Status: Read

Platform:

1/18/2022 6:58:55 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x191A7D2 (Table: message, handle, Size: 275509248 bytes)

From: +16509224284 Valerie Barnes (owner)  
To: +16503930183 Sheriff Christina Corpus

K

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                                       |                             |                             |   |
|---------------------------------------|-----------------------------|-----------------------------|---|
| +16503930183 Sheriff Christina Corpus | 1/18/2022 6:59:00 PM(UTC-8) | 1/18/2022 6:59:00 PM(UTC-8) | 2 |
|---------------------------------------|-----------------------------|-----------------------------|---|

Status: Sent

Platform:

1/18/2022 6:59:00 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x191A59C (Table: message, handle, Size: 275509248 bytes)

From: +16503930183 Sheriff Christina Corpus  
To: +16509224284 Valerie Barnes (owner)

CBO buying lots of ads on fb

Priority: Normal

| Participant | Delivered | Read | Played |
|-------------|-----------|------|--------|
|-------------|-----------|------|--------|

|                             |  |                             |  |
|-----------------------------|--|-----------------------------|--|
| +16509224284 Valerie Barnes |  | 1/18/2022 6:59:20 PM(UTC-8) |  |
|-----------------------------|--|-----------------------------|--|

Status: Read

Platform:

1/18/2022 6:59:20 PM(UTC-8)

Source Info:  
VMB's PLUS/mobile/Library/SMS/sms.db : 0x191A339 (Table: message, handle, Size: 275509248 bytes)

Ex Parte297

2212

CONFIDENTIAL