

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE COUNTY OF MONTEREY AND CALIFORNIA STATE PARKS, MONTEREY DISTRICT, BIG SUR SECTOR

This Memorandum of Understanding (“MOU”) is by and between the County of Monterey (herein after “County”) on behalf of the Monterey County Sheriff’s Office (hereinafter MCSO) and CALIFORNIA STATE PARKS, MONTEREY DISTRICT, BIG SUR SECTOR (hereinafter CAL PARKS) and the MCSO DEPUTY assigned to Big Sur (hereinafter referred to as EMPLOYEE) hereinafter collectively referred to as “the parties.”

In the spirit of community support and better public safety, CAL PARKS has offered a residence/lease, usually reserved for employees of CAL PARKS to the MCSO. This partnership is not the CAL PARKS norm, but comes from the Big Sur Sector’s attempt to think creatively to develop interagency partnerships to better serve the Big Sur community. All parties understand CAL PARKS housing and Multi-Agency Facility housing (CALTRANS and USFS) is currently undergoing fair market evaluation by the state and that the State of California appraisals may affect both this housing agreement, and the terms of the current lease.

RECITALS

- A. The purpose of this MOU is to define one aspect of the ongoing working relationship being established between CAL PARKS and COUNTY to increase the presence of law enforcement personnel in the remote Big Sur coastal area to better serve the needs of the public.
- B. CAL PARKS owns a modular residence at Andrew Molera State Park, Unit 2, 45500 Highway 1, Big Sur, CA 93920. CAL PARKS is willing to lease this residence to the COUNTY’S EMPLOYEE for the purpose of maintaining a Resident Deputy in the Big Sur area.
- C. This is a beneficial situation for COUNTY because it allows the EMPLOYEE to reside in the Big Sur area for longer periods of time and reduces call out times in the case of emergency. Housing is in scarce supply in Big Sur, and the housing that is available is prohibitively expensive.
- D. This is a beneficial situation for CAL PARKS because it provides additional and timely peace officer back up for State Parks Peace officers. Only one State Parks Peace Officer resides at Andrew Molera State Park and another peace officer residing in Andrew Molera State Park provides additional security for the park and adjacent parks after hours.
- E. This MOU shall become effective on May 1, 2016.

NOW, THEREFORE, and in order to further this collaboration, to conserve resources and achieve the goal of increased law enforcement presence, each party agrees to the following operational guidelines:

CAL PARKS RESPONSIBILITIES UNDER THIS MOU

1. Provide tenant with a clean, safe housing unit that is well maintained.
2. Follow state residential rental agreement laws and regulations.
3. Accept payment in the form of money order or organization check.
4. Provide a copy of the rental lease agreement to EMPLOYEE and COUNTY.

MCSO RESPONSIBILITIES UNDER THIS MOU

1. EMPLOYEE and COUNTY shall abide by the terms of the standard STATE PARKS lease agreement.
2. COUNTY shall make rent payments on or before the first of each month as according to the lease agreement and pay applicable fees if rent is late.
3. COUNTY agrees to pay possessory interest subject to property taxation and payment of property taxes levied on such interest. COUNTY agrees to indemnify the STATE OF CALIFORNIA from any damage or loss arising by reason of such tax or Revenue Taxation Code Section 107.6.
4. If one resident deputy times out or the lease agreement is broken, a new lease agreement will need to be confirmed and signed by both parties before another resident deputy takes possession of the premises.

GENERAL PROVISIONS

1. Termination

Either party may terminate this MOU upon 24 hours written notice to the other parties. Such notice shall be personally delivered, sent registered or certified mail, by overnight courier or emailed to the other parties as follows:

Monterey County Sheriff's Office
1414 Natividad Road

California State Parks, Big Sur Sector
47555 Hwy 1

Salinas, CA 93906

Big Sur, CA 93920

teeterj@co.monterey.ca.us

Brian.Robertson2@parks.ca.gov

Termination notices must be in writing and shall be deemed to be given or delivered only when delivered as outlined above. Notice shall be deemed given and received the same day when delivered personally, three (3) business days after mailing when sent registered or certified mail, and the next business day when delivered by overnight courier or by email transmission.

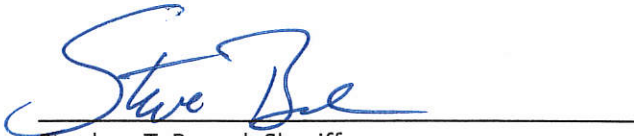
2. Indemnification

- a. The COUNTY shall indemnify, hold harmless, defend and waive all claims and recourse against CAL PARKS including the right to contribution for loss and damage to persons or property arising from, growing out of or in any way connected with or incident to this AGREEMENT, except valid legal claims arising from the concurrent or sole negligence of CAL PARKS, its officers, agents and employees.
- b. To the fullest extent of the law, the COUNTY shall indemnify, hold harmless and defend CAL PARKS, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the performance of this AGREEMENT, which claims, demands, or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of CAL PARKS, its officers, agents, or employees.
- c. The COUNTY agrees that in the event CAL PARKS is named as codefendant under the provisions of California Government Code Section 895 et.seq., the COUNTY shall notify CAL PARKS of such fact and shall represent CAL PARKS in the legal action unless CAL PARKS undertakes to represent itself as codefendant in such legal action in which event CAL PARKS shall bear its own litigation costs, expenses, and attorney's fees.
- d. The COUNTY and CAL PARKS agree that in the event of judgment entered against CAL PARKS and the COUNTY because of the concurrent negligence of CAL PARKS and the COUNTY, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction.
- e. CAL PARKS shall waive all claims and recourse against the COUNTY including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this AGREEMENT except valid legal

claims arising from the concurrent or sole negligence of the COUNTY, its officers, agents, and employees.

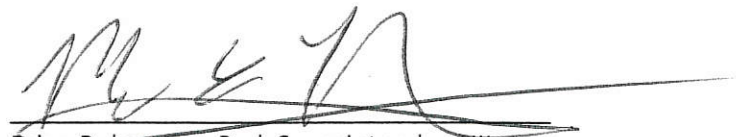
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COUNTY OF MONTEREY



Stephen T. Bernal, Sheriff
Monterey County Sheriff/Coroner's Office
1414 Natividad Road
Salinas, CA 93906

5/30/14
Date

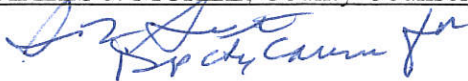


Brian Robertson, Park Superintendent III
Big Sur Sector
47555 Highway 1
Big Sur, CA 93920

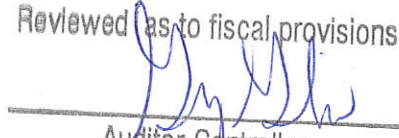
5-12-16
Date

Approved as to form:

CHARLES J. MCKEE, County Counsel



Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey 5-20-16