

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF SEASIDE, CALIFORNIA  
AND THE COUNTY OF MONTEREY  
CalGRIP GRANT # 845-14**

This Memorandum of Agreement is made and entered into by and between the City of Seaside (hereinafter "City"), and the County of Monterey ("County", by and through the Monterey County Probation Department (hereinafter, "Probation").

**I. PURPOSE**

This Memorandum of Agreement stands as evidence that City and Probation Department intend to work together toward the mutual goal of providing youth in the City of Seaside with prevention and intervention services and strategies to prevent and decrease their involvement in gangs. Both the City and the County believe the implementation of the Seaside Gang Reduction, Intervention and Prevention Program, as described in the Cal GRIP grant (hereinafter "Grant"), will further this goal. Probation agrees to comply with the terms of the Grant, a copy of which is attached as Exhibit A and incorporated herein by this reference.

**II. RESPONSIBILITIES/TERM/FUNDING**

1. City will contribute the personnel identified in the grant proposal to provide oversight to the Gang Reduction, Intervention and Prevention Program, coordinate activities among the participants, and attend the monthly meetings of the Blue Ribbon Panel/Coordinating and Advisory Council (hereinafter, "Taskforce Meeting").
2. A representative from Probation will attend the monthly Taskforce Meetings.
3. Probation will provide a 0.20 FTE Probation Officer as an in-kind match to work with at-risk youth and their families in the City of Seaside. The Probation Officer will be onsite at the Seaside Resource Center 8 hours per week.
4. Probation will provide documentation for the in-kind match for a total of \$24,405 annually, as the 0.20% value of salary and benefits for the Probation Officer.
5. Probation will collect the data and maintain records required by the Grant to meet evaluation needs. City will cooperate with Probation in the provision of data required.
6. The grant performance period is July 1, 2015, through and including December 31, 2017.

### **III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY**

1. This MOA may be terminated without cause by either party upon thirty (30) days written notice.
2. City shall indemnify, defend and hold harmless Probation, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this Agreement.
3. Probation shall indemnify, defend and hold harmless City, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this Agreement.
4. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), venue shall be in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
5. Any notices under this Agreement shall be sent by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties.
6. To the extent permitted by law, both City and Probation agree to share information regarding the court-involved youth affected by this Agreement. Information from the youthful offenders' history shall be used only to gain an understanding of the needs of the youth and to improve the planning, delivery and evaluation of services. The sharing of information related to specific case histories, as permitted by law, is deemed essential to interagency collaboration.

7. Probation will maintain support documentation to validate the in-kind match and provide it to the City as grant manager for submission to grantor in accordance with grant requirements.
8. To the extent permitted by law, and consistent with the obligation to protect records relating to court-involved youth, Probation may provide City upon request, and/or upon completion of the services, with electronic files and copies of any documentation of results pursuant to grant requirements.
9. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.

**MONTEREY COUNTY PROBATION DEPARTMENT**

Marcia Parsons, Chief Probation Officer  
20 E. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
FAX: 831 759-7246

**CITY OF SEASIDE**  
City Manager  
440 Harcourt Avenue  
Seaside, CA 93955  
FAX: TBD

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed on July 1, 2015.

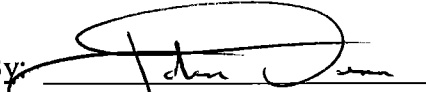
[Signatures on next page]

MONTEREY COUNTY PROBATION DEPARTMENT  
20 E. Alisal Street  
Salinas, CA 93901  
Telephone: 831 755-3913

\_\_\_\_\_  
Marcia Parsons, Chief Probation Officer

Date: \_\_\_\_\_

CITY OF SEASIDE  
440 Harcourt Avenue  
Seaside, CA 93955  
Telephone: 831-899-6703

By:  \_\_\_\_\_

Date: Nov. 19, 2015