

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SALINAS, THE COUNTY OF MONTEREY AND THE DEPARTMENT OF CALIFORNIA HIGHWAY PATROL REGARDING THE MONTEREY COUNTY JOINT GANG TASK FORCE

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2012, by and between the **CITY OF SALINAS**, hereinafter referred to as "Salinas," the **COUNTY OF MONTEREY**, hereinafter referred to as "County," and the **State of California DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**, hereinafter referred to as "CHP," all of which are collectively referred to as the "Parties."

RECITALS

WHEREAS, the Bureau of Justice Assistance (BJA), Office of Justice Programs, United States Department of Justice (DOJ) and other Federal, State and Local resources support local law enforcement, courts, corrections, treatment, victim services, technology, and prevention initiatives that strengthen national, state, and local criminal justice systems; and

WHEREAS, Salinas, County, and the CHP are working together to develop the capacity of Monterey County to prevent and to control crime, administer justice, and assist crime victims; and

WHEREAS, Salinas and County originally entered in an MOU on May 18, 2005 (the "Original MOU") to provide the basis for the management of the Monterey County Joint Gang Task Force, hereinafter referred to as the "Task Force," comprised of City of Salinas Police Officers, Monterey County Sheriff Office Deputies and staff, Monterey County Probation Officers, and a Monterey County Deputy District Attorney; and

WHEREAS, the first and only addendum to the Original MOU was entered into on October 3, 2006 at which time the CHP agreed to participate in the Task Force to provide law enforcement services to work cooperatively with Salinas and County to prevent and control crime, administer justice, and assist crime victims ("Addendum No. 1"); and

WHEREAS, the cities of Seaside and Soledad subsequently agreed to participate in the Task Force on or about June 16, 2008 to provide law enforcement services to work cooperatively with Salinas, County, and CHP to prevent and to control crime, administer justice, and assist crime victims; and

WHEREAS, in July 2009 the Federal Bureau of Investigation ("FBI") agreed to assist the Task Force in the detection, apprehension, and prosecution of gang-related criminal activity and to engage in a coordinated and concentrated effort to combat gang-related criminal activity in Monterey County and entered into an Addendum to the Task Force Memorandum of Understanding to add the FBI as a participating agency, a Cost Reimbursement Agreement with the FBI, and a North Central Coast/Safe Streets Gang Task Force Memorandum of Understanding with the FBI; and

WHEREAS, in or around July 2010, due to funding constraints, the cities of Seaside and

Soledad provided notice of their withdrawal from the Task Force; and

WHEREAS, the County and Salinas will continue to submit a joint applications on behalf of participating agencies for state and federal grant funds as they become available, specifying the amount of funds that are to be distributed and the purposes for which the funds will be used; and

WHEREAS, the governing bodies of Salinas, County, and the CHP find that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the distribution of grant funds fairly compensates the performing parties for their services or functions under this MOU; and

WHEREAS, upon the approval of this MOU by all the parties hereto, the Original MOU and Addendum No. 1 thereto shall terminate and no longer be of any force or effect and the covenants, terms, and conditions of this Amended Memorandum of Understanding shall control the relationship among the Parties.

NOW, THEREFORE, Salinas, County, and CHP agree as follows:

TERMS

- 1. Application for BJA and Other Funds.** Salinas and County shall continue to submit a joint application on behalf of all participating agencies for state and federal grant funding as available, specifying the amount of funds that are to be distributed to the Task Force and the purposes for which the funds will be used. According to Bureau of Justice Assistance (BJA) grant guidelines applicable to federal grants, the County is the grantee and Salinas, and the CHP and any other associated agencies are sub-grantees.
- 2. Fiscal Agent for Receipt and Distribution of BJA and Other Funds.** The Monterey County Sheriff's Office shall be the fiscal agent for the receipt of BJA and other funds and shall distribute such funds in accordance with the agreed upon budget or agreed upon budget modifications. As fiscal agent, the County Sheriff's Office shall be responsible for the oversight of the administration, and distribution of any funds received. In general, the individual agencies may be reimbursed for the actual costs associated with the agreed upon services to the Task Force, subject to funding limitations and the direction of the Task Force Steering Committee. As the designated fiscal agent, the County Sheriff's Office shall be reimbursed for its indirect administrative costs as permitted by any grant received, not to exceed \$58,000 per fiscal year. The County Sheriff's Office shall be responsible for generating any grant mandated financial reports, distribution of funds, and issuance of purchase orders. The County Sheriff's Office shall provide financial reports to the Finance Directors of participating agencies and the members of the Steering Committee on no less than a quarterly basis.
- 3. Funds; Prohibited Uses.** Task Force participants will expend grant funds for the expenditures related to the implementation of a broad range of activities and programs administered by the Task Force to prevent and control crime. None of the Parties will use grant funds directly or indirectly for purposes not related to the Task Force, criminal justice, or public

safety, unless otherwise certified by the grant authority.

4. **Establishment of Budget Unit**. As fiscal agent for receipt and distribution of any grant funds, County Sheriff's Office shall establish a budget unit in which to deposit funds received. The budget unit shall be held in an interest bearing account, if feasible.

5. **Term of MOU**. The effective date of this MOU is _____, 2012, and shall continue in full force and effect unless terminated by Salinas, County, or CHP with or without the consent of the other party, upon sixty (60) days prior written notice to the other party.

6. **Monterey County Joint Gang Task Force; Activities to be Performed**. The continuing gang problem in Monterey County and in Salinas necessitates a coordinated and concentrated effort on the part of all agencies, including the CHP, to effectively combat gang violence and gang associated problems. County, Salinas, and the CHP have agreed to work in conjunction with each other to effectively combat gang issues and to investigate gang related criminal activity pursuant to California law. These enforcement efforts shall be accomplished through the utilization of a gang task force concept to supplement individual agency enforcement efforts.

Use of this task force concept is intended to ensure a well-coordinated, countywide enforcement program, and increase the flow of gang related information among various law enforcement agencies within the County. This formalized gang task force shall be called the Monterey County Joint Gang Task Force (the "Task Force") and the goals and objectives of the Task Force are to:

- a. Reduce the occurrence of gang related crimes;
- b. Identify, apprehend, and prosecute gang members responsible for criminal conduct;
- c. Monterey County law enforcement agencies with specific gang problems within their jurisdiction and coordinate with law enforcement counterparts outside the county, focusing on gang related information;
- d. Gather and disseminate gang information to affected agencies in a timely manner;
- e. Provide training to Monterey County law enforcement agencies upon their request, in the areas of gang related activity/enforcement;
- f. Conduct or coordinate public gang awareness presentations; and
- g. Meet with community members to discuss the impact of criminal gang activity and collectively work toward realistic solutions.

7. **Monterey County Joint Gang Task Force Steering Committee**. An eight (8) member Steering Committee comprised of representatives from Salinas, the County, the Monterey

County Chief Law Enforcement Officers Association, and the CHP shall act as a board of directors and shall provide the policy-making and ultimate decision-making authority for the Task Force. This Committee shall meet at least once a month or as otherwise deemed appropriate by the Steering Committee and a quorum shall be required to conduct business. A majority of the Steering Committee shall constitute a quorum. All decisions of the Steering Committee shall be made by a majority vote.

A. The individuals occupying the following positions within City and County are hereby designated as principals and Steering Committee members in the execution of Task Force objectives:

- Chairperson of the Monterey County Board of Supervisors or other County Supervisor designated by the Chair;
- Mayor of the City of Salinas or other member of the City Council designated by the Mayor;
- Monterey County Sheriff/Coroner;
- Monterey County District Attorney;
- Monterey County Chief Probation Officer;
- City of Salinas Police Department Chief of Police
- Area Commander for the California Highway Patrol;
- Representative of the Monterey County Chief Law Enforcement Officers Association (MCCLEOA). MCCLEOA shall select its representative in the event of a vacancy. In no event shall the representative of the MCCLEOA be the same as the representative from any of the other participating agencies. In the event the representative from MCCLEOA is the same as the representative from any of the other participating agencies, the MCCLEOA shall designate another individual from that organization who shall serve as the representative of the MCCLEOA for purposes of participating on the Steering Committee.

B. Each member of the Steering Committee shall designate one other individual from his or her agency or organization as an alternate, which person shall act as that member's representative for purposes of participating on the Steering Committee. Each member of the Committee or his or her designee shall be counted for purposes of establishing a quorum and each shall have one vote.

C. The Steering Committee shall have a rotating chair who will be designated from among the law enforcement agency members of the Steering Committee and who will serve in that capacity for a one (1) year term beginning January of each calendar year. The order of rotation shall be in the same order as identified above in paragraph A of this Section, beginning with the Monterey County Sheriff/Coroner. In the event that a sitting chair is unavailable, then the next in line in the order of rotation shall assume the duties of chair. The Task Force Commander will act as liaison between the chair and the Steering Committee and will assist the chair in coordinating the meetings of the Steering Committee.

D. In the event any of the participating agencies withdraws from or otherwise opts out of this MOU, such agency shall lose its position on the Steering Committee and such agency's

representatives shall no longer be permitted to participate on the Steering Committee for any purposes. In the event the chair of the Steering Committee is from that law enforcement agency which chooses to withdraw from this MOU, then the next law enforcement agency listed in paragraph A of this Section shall assume the position and responsibilities of the chair of the Steering Committee.

E. The Steering Committee may approve changes to the policies or procedures set forth in this MOU. All changes require a quorum of the Steering Committee and result from a majority vote in favor of such change.

8. Joint Gang Task Force Commander. The Steering Committee shall appoint a Joint Gang Task Force Commander, hereinafter the "Task Force Commander", to command the Task Force, its officers, and operations; organize a working group comprised of members of agencies represented in the Task Force; and coordinate the regular monthly meetings of the Steering Committee and keep minutes of each of the Steering Committee and keep minutes of each of these meetings for future reference.

In addition to those roles and duties provided for elsewhere in this MOU and as otherwise assigned by the Steering Committee, the Task Force Commander shall be obligated to fulfill the following roles and duties:

- a. Approve any and all requests for pre-planned Task Force assistance by any jurisdiction in the County of Monterey;
- b. Coordinate the release of media information regarding significant Task Force operations;
- c. Prepare monthly statistical activity reports to be distributed to the Steering Committee members; and
- d. Memorialize and maintain a file for Task Force policy.

9. Role of the City of Salinas Police Department. The City of Salinas Police Department has assigned one commander, one sergeant, and four officers to work with the Task Force in conducting its operations. In addition to participating generally as sworn peace officers assigned to the Task Force, the assigned officers shall work to serve the communities of Monterey County by protecting life and property, by preventing crime, and by enforcing the law and by maintaining order for all citizens, with an emphasis on gang related investigations and prevention of gang related crimes and offenses in furtherance of the Task Force's goals.

10. Role of the Office of the Sheriff, Monterey County. The Monterey County Sheriff has committed his staff to administer the fiscal services necessary to manage the awards, assigned one sergeant, four deputies, one criminal intelligence specialist to the Task Force. The Sheriff's Sergeant and Deputies Sheriffs shall work with all other personnel assigned to the Task Force to attain the same goals and objectives as outlines above.

11. Role of the Monterey County District Attorney's Office. The Monterey County District Attorney's Office shall provide a Deputy District Attorney IV or its equivalent for the necessary legal support to the Task Force. The prosecutor will handle gang related cases, to include: legal advice during investigations, search warrant support, and the vertical prosecution of cases within the criminal courts of Monterey County. The District Attorney will provide on-call assistance after regular business hours. The deputies assigned to this on-call duty will all have gang prosecution experience. Criminal cases developed by the Task Force will be prosecuted in the most expeditious and professional manner possible. The appropriate unit within the Monterey County District Attorney's Office will handle all asset forfeiture cases referred by the Task Force. The Task Force prosecutor will handle the most serious cases generated by the Task Force and as many additional cases as are consistent with quality vertical prosecution. In the event the designated prosecutor is unavailable to meet immediate Task Force needs, the District Attorney may designate another deputy district attorney as backup for the period of unavailability.

12. Role of the Monterey County Probation Department. The Monterey County Probation Department has designated two funded probation officers, if authorized, to work with the Task Force in conducting its operations. The designated officers are specifically responsible for assisting with the enforcement of probation search terms in furtherance of the Task Force's goals. The Probation Department will assist with the detention of any minor lodged in juvenile hall as a result of the Task Force's activities and investigations. The additional responsibilities of the Probation Department include providing probation supervision to offenders that, through the Task Force's activities and subsequent adjudication, are placed within its jurisdiction. It is understood that the Task Force's emphasis will be on gang related investigations.

13. Role of the California Highway Patrol. The Department of California Highway Patrol has designated one CHP patrol car for assignment to the Task Force and has assigned two CHP officers to participate in Task Force activities and operations at the expense of the CHP. Any CHP officers assigned to the Task Force shall be subject to direct supervision of the Task Force Commander as established in this MOU; however, such officers shall remain under the command and control of the Monterey Area CHP and all CHP policies and procedures shall apply to the CHP officers assigned to the Task Force. The CHP officer shall work generally as sworn police officers who shall work in Monterey County with an emphasis on gang-related investigations and prevention of gang-related crimes and offenses to attain the goals and objectives of the Task Force.

14. Standard Operating Procedures. All Task Force members shall abide by this MOU as this MOU identifies the needs, objectives, and goals of the Task Force operation.

- a. The uniform of the day shall be the utility uniform issued by the Task Force, unless assignments such as surveillance, court or meetings dictate otherwise and are approved by the Task Force Commander or a Task Force Sergeant.
- b. In cases of conflicting agency policy regarding enforcement activities (shooting policy, approved weapons, pursuit policy) the policies of the officer's employing agency in effect at the time of the enforcement activity shall apply. It is acknowledged that both

City and County have adopted and utilize policy and procedures manuals developed from the Lexipol, LLC model.

- c. Evaluations of the employee assigned to the Task Force shall be written by the supervisor from the officer's employing agency. The Task Force Sergeant or Commander will collaborate with this supervisor to provide the necessary information to document Task Force performance.
- d. Officers, deputies, and probation officers and support staff assigned to the Task Force are under the direct supervision of the Task Force Commander or Sergeant without regard to the officer's employing agency.
- e. The clerical functions of staff shall be at the direction of the Sheriff's Records Division.
- f. Task Force Operation officers shall be based at the Salinas Law Enforcement Operation Center, or another location as determined by the Task Force's Steering Committee.
- g. The regular Task Force work schedule shall be the Salinas Police Department's rotating ten-hour plan. Task Force Officers will generally work ten (10) hour shifts with rotating days off, unless operational needs dictate otherwise. Individual officer duty hours will vary depending on the assignments or task for the day as determined by the Task Force Commander.

15. Records Confidentiality. Salinas, County, and the CHP and their respective officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for confidentiality of records and other information. No party shall disclose any confidential records or other confidential information received from the other party or prepared in connection with the performance of this MOU, unless the other party specifically permits such disclosure of records or information, or such disclosure is specifically required by law.

16. Task Force Vehicles. The Task Force has purchased seven (8) patrol vehicles (3 by the Monterey County Sheriff's Office and 5 by the City of Salinas), all of which shall be owned by the Task Force in accordance with Section 25 of this MOU. The CHP has provided one (1) patrol vehicle for use by the Task Force. All vehicles can be used by any member of the Task Force, including the Task Force Commander, the Task Force Sergeants, and the Task Force Officers. Salinas, and the County are political subdivisions of the State of California and each is self-insuring for all forms of legal liability. The CHP is a department of the State of California and is a self-insuring public agency for all forms of legal liability. Accordingly, except as otherwise specifically provided for in this MOU, Salinas, County, and the CHP shall each be responsible, to the extent provided by applicable law, for the negligent acts and omissions or willful misconduct of its officers, agents, employees, and representatives and neither Salinas, County, nor the CHP shall be responsible for the negligent acts and omissions or willful misconduct of the officers, agents, employees, and representatives of the others. As such, Salinas, County, and CHP shall each, to the extent authorized by California law, be exclusively liable for any and all injuries, deaths or damages sustained as the result of the negligent acts or

omissions or willful misconduct of its employees when such employees are driving a Task Force vehicle including, but not limited to, damages to the Task Force vehicle and those sustained by occupants or passengers, regardless of the agency by which such occupant or passenger is employed or detained.

17. Task Force Chain of Command.

a. Task Force Commander — A Police Commander from the Salinas Police Department will serve to command Task Force personnel and operations, and will answer to the members of the Steering Committee.

b. Task Force Sergeant(s) — There will be one sergeant from the Salinas Police Department and one from the Monterey County Sheriff's Department to serve as Task Force Sergeants and each will supervise personnel as assigned by the Task Force Commander. Each Task Force Sergeant will be a liaison to his or her department.

c. Deputy District Attorney — The Deputy District Attorney will answer to the District Attorney and will work closely with the Task Force officers.

d. Task Force Officers — Officers from the Salinas Police Department, Deputies from the Monterey County Sheriff's Department, officers from the Monterey County Probation Department if authorized, and officers from the California Highway Patrol, shall serve as Task Force Officers. Officers assigned to the Task Force will answer directly to the Task Force Sergeants and Commander. Any officer permanently or temporarily assigned to this Task Force will follow the chain of command provided for in this MOU.

e. Criminal Intelligence Specialist — The Criminal Intelligence Specialist will work under the direction of the Task Force Commander.

18. Employment Status of Personnel Assigned to Task Force. Adherence to the provisions of the Fair Labor Standards Act shall be maintained at all times. All terms and conditions of an employee's labor contract shall be in effect and abided by while an employee is assigned to the Task Force. Personnel assigned to the Task Force shall remain employees of their own agency and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as a peace officer in their own jurisdiction, acknowledging the reciprocating agreements between all Monterey County Law Enforcement entities conferring and recognizing the peace officer authority granted to each entity's sworn employees.

20. Citizen Complaints—Internal Investigations. Initial complaints of misconduct against a single officer will be handled by the Task Force Commander or Task Force Sergeant who will conduct a preliminary fact-finding review. The facts of the review process will be presented to the officer's agency head or his/her designee. The agency head or his/her designee will be responsible for investigation of the complaints against their own personnel. In the event multiple personnel from different agencies are involved in a complaint of misconduct, the Task Force Commander will conduct an initial fact finding review and present the results of this review to

the Steering Committee who will determine the course of any investigation.

21. **Officer Involved Shooting—In Custody Death.** In the event of an officer involved shooting or in custody death, the Task Force shall follow established Monterey County Chief Law Enforcement Officer's Association Protocol attached hereto as Exhibit A, or any version subsequently adopted, and incorporated herein by reference.

22. **Task Force Officer Authority.** All officers assigned to the Task Force shall have full authority in any jurisdiction within the boundaries of Monterey County. Task Force Officers shall follow established Monterey County Chief Law Enforcement Officer's Association Protocol for Notice of Consent attached hereto as Exhibit B, or any version subsequently adopted, and incorporated herein by reference.

23. **Approval of Expenditures.** The Task Force Commander shall have authority to make and approve expenditures up to Two-Thousand-Five Hundred Dollars (\$2,500), according to grant guidelines, County purchasing standards, and the approved budget. All expenditures to be made in excess of Two-Thousand-Five Hundred Dollars \$2,500 shall be approved by the fiscal agent (Sheriff). As fiscal agent, the Sheriff will be responsible for providing any grant mandated financial reports, distribution of funds, and issuance of purchase orders.

24. **Distribution of Seized Assets.** It is anticipated that the Task Force will have activity which results in the seizure and subsequent forfeiture of assets. Assets and money which are the proceeds of a pattern of criminal profiteering activity in violation of the offenses specified in Penal Codes section 186.2 shall be distributed in the manner required by section 186.8, that is: Absent specified exceptions, proceeds go to the general fund of the state or local governmental entity, whichever prosecutes (in this case Monterey County).

Assets and money which are the proceeds of illegal narcotics activity in violation of the offenses specified in Health & Safety Code sections 11470(f) or (g) shall be distributed in the manner required by Health and Safety Code section 11489, that is: 65% to law enforcement [specifically, the state, local, or state and local law enforcement entities that participated in the seizure distributed so as to reflect the proportionate contribution of each agency], 24% to the California State General Fund, 10% to the Monterey County District Attorney, and 1% to a private non-profit association of local prosecutors (the California District Attorney's Association). The 65% law enforcement share will be retained by the Task Force for distribution in manner approved by the Steering Committee.

In cases initiated by the Task Force, the 65% law enforcement distribution shall be kept in an interest bearing account with the Monterey County Treasurer's Office. This account may be used for costs not covered by funds received by the Task Force, and to provide for an operating reserve for the Task Force once grant funds are discontinued, or for such other purpose as determined by the Steering Committee. This account may also be used to offset revenue shortfalls as needed. The Steering Committee will make the final determination with regard to the distribution of seized asset revenues.

The Narcotics Enforcement Unit of the County of Monterey shall be the forfeiture agent for the

Task Force, unless otherwise directed by the Steering Committee.

25. **Equipment.** Equipment owned by individual agencies and supplied to the Task Force shall remain the property of the supplying agency. Equipment purchased by the Task Force shall belong equally to all participating agencies. In the event the Task Force is disbanded, such equipment shall be distributed as equally as possible based on the personnel and financial contributions of each agency during the entire term of the MOU as directed by the Task Force Steering Committee. However, if an agency chooses to terminate its participation in the MOU and the Task Force continues to operate as a multi-agency task force, all equipment purchased by the Task Force will remain property of the Task Force.

Equipment furnished will ordinarily be used or operated by personnel of the Task Force who have collectively furnished the equipment for the Task Force use. Personnel assigned to the Task Force shall be able to utilize all Task Force equipment regardless of legal ownership, markings, or ultimate and final ownership until the Task Force disbands. The indemnification provisions contained below shall cover personnel utilizing Task Force equipment.

26. **Insurance.** Salinas and the County are each political subdivisions of the State of California. The CHP is a department of the State of California. Each agency is self-insuring for all forms of legal liability, and has and maintains, at its sole cost and expense, Worker's Compensation and general liability insurance. Accordingly, except as otherwise specifically set forth herein, each party shall be responsible, to the extent provided by applicable law, for its own acts and/or omissions and for the acts and omissions of its employees and/or representatives; and neither shall be responsible for the acts and/or omissions of the other or its employees and/or representatives.

27. **Indemnification.** Except as otherwise specifically provided for in this MOU, Salinas, County, and the CHP shall each be responsible, to the extent provided by applicable law, for the negligent acts and omissions or willful misconduct of its officers, agents, employees, and representatives and neither Salinas, County, nor the CHP shall be responsible for the negligent acts and omissions or willful misconduct of the officers, agents, employees, and representatives of the others. As such, Salinas, County, and CHP shall each, to the extent authorized by California law, be exclusively liable for any and all injuries, deaths or damages sustained as the result of the negligent acts or omissions or willful misconduct of its employees. Each party therefore agrees to hold harmless and indemnify the other parties against any and all claims, demands, suits, judgments, expenses, and costs of every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of that agency, its officers, agents, employees, and representatives participation in the Task Force and the Task Force's activities.

28. **No Third Party Rights.** The parties do not intend the benefits of this MOU to inure to any third person not a signatory hereto. Therefore, this MOU shall not be construed or deemed in any way to be an MOU for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder, or for any cause whatsoever. Any service performed or any expenditure made in connection with the furnishing of law enforcement services under the terms and provisions of this MOU by the parties hereto shall be conclusively deemed to be for

the direct protection and mutual benefit of the parties hereto.

29. Notices. Any notices under this MOU shall be sent to the parties by personal delivery, by electronic facsimile, or by first class mail, postage prepared 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 parties designate the following titles, addresses, and telephone numbers:

Monterey County Sheriff Sheriff-Coroner
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, California 93906
Phone (831) 755-3751
Fax (831) 755-3828

District Attorney
Monterey County District Attorney's Office
240 Church Street
Salinas, California 93901
Phone (831) 755-5470
Fax (831) 755-5060

Chief Probation Officer
Monterey County Probation Department
1422 Natividad Road
Salinas, California 93906
Phone (831) 755-3913
Fax (831) 759-7246

Chief of Police
Salinas Police Department
222 Lincoln Avenue
Salinas, California 93901
Phone (831) 758-7289
Fax (831) 758-7982

Commander, Monterey Area
Department of California Highway Patrol
Monterey CHP
960 East Blanco Road
Salinas, California 93901
Phone (831) 796-2100

30. Compliance with Applicable Law. In performing their respective duties and obligations under this MOU, all parties shall comply with applicable federal, state, and local laws and regulations.

31. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any specific terms or conditions hereof shall not be construed as a waiver of any other terms or conditions in the MOU.

32. Modification. This MOU is the entire contract between the parties. This MOU shall supersede any previous agreements, oral or written, implied or express, between the parties, with respect to gang task forces. There are no other understandings or additional terms to this MOU, except as expressly stated in writing in this MOU. No waiver or modification of this MOU or of any covenant, condition or limitation herein contained shall be valid unless it is in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising out of or affecting this MOU or the rights or obligations of either party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the

provisions of this section may not be waived except as herein set forth.

In the event other law enforcement agencies wish to participate as a party to the MOU, such request shall be submitted in writing and shall be subject to a majority vote of the Steering Committee. The applicant agency will also need to obtain approval of the governing board of the applicant agency, as reflected by a resolution adopted by the applicant agency.

This agreement also anticipates that there may be minor operational or other changes necessitated by budget or other factors (e.g., increases or decreases in strength). The Steering Committee shall have the authority, by majority vote, to approve such minor modifications to this MOU. Major modifications (e.g., significant changes in the mission, goals or financial commitments of the parties) shall require the approval of the appropriate governing bodies of the parties.

33. No Reliance on Representations. Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties under the MOU. Each party understands and agrees that the facts relevant, or believed to be relevant, to this MOU may turn out to be other than, or different from, the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this MOU shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

34. Authority. Each individual executing this MOU hereby represents and warrants in his/her individual capacity that he/she has full legal authority to do so.

35. Materiality. The parties consider each and every term, covenant, and provision of this MOU to be material and reasonable.

36. Assignment and Delegation of Duties. No rights under this MOU may be assigned and no duties under this MOU may be delegated by any party without the prior written consent of the parties. Any attempted assignment or delegation without such consent shall be void and of no effect.

37. Severability. Should any provision of this MOU be found or deemed invalid or unenforceable by a court of competent jurisdiction, this MOU shall be construed as not containing such provision and all other provisions that are otherwise lawful shall remain in full force and effect. To this end, the provisions of this MOU are declared and deemed to be severable.

38. Further Assurances. Each party agreed to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonable require to consummate, evidence or confirm the agreements contained herein in the manner contemplated hereby.

39. Independent Advice. Each party hereby represents and warrants that in executing this

MOU, it does so with the knowledge of the rights and duties it may have with respect to the other. Each party also represent and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this MOU and the rights and duties arising out of this MOU.

40. **Counterparts.** This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one and the same MOU.

41. **Time.** Time is of the essence in the performance of each and all terms and provisions of this MOU.


42. **Cumulation of Remedies.** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

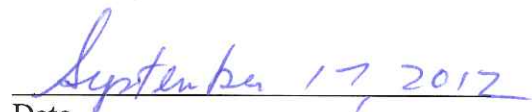
43. **Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this MOU and the matters and claims set forth herein, and that each of them has read this MOU and is fully aware of its contents and its legal effect. No party to this MOU is relying on any statement of the other party outside the terms set forth in this MOU as an inducement to enter into this MOU.

44. **Joint Representation.** The language of all parts of this MOU shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the MOU, or any part thereof, shall be applicable or invoked.

IN WITNESS WHEREOF, the undersigned, as authorized representatives have executed this MOU.

CITY OF SALINAS


Dennis Donohue, Mayor


Date

COUNTY OF MONTEREY


Fernando Armenta
Monterey County Board of Supervisors


Date

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL



W. Perlstein, Captain/Commander, Monterey Division,
California Highway Patrol

9-17-12

Date

STEERING COMMITTEE, MONTEREY COUNTY JOINT GANG TASK FORCE

Salinas Police Department



Kelly J. McMillin, Chief of Police

9/17/12

Date

Monterey County Sheriff's Office

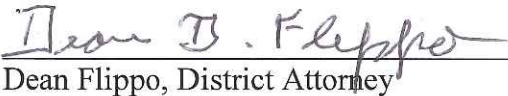


Scott Miller, Sheriff/Coroner

9/17/12

Date

Monterey County District Attorney's Office



Dean Flippo, District Attorney

9/17/12

Date

Monterey County Probation Department



Manuel Real, Chief Probation Officer

9/20/12

Date

Monterey County Chief Law Enforcement Officers Association (MCCLEOA)



Earl Lawson, CSUMB Police Chief

9.25-12

Date

APPROVED AS TO FORM:



Vanessa W. Vallarta, City Attorney
City of Salinas

5.08.2012

Date

ATTEST:



Patricia Barajas, Interim City Clerk

5.8.12

Date

APPROVED AS TO FORM:

Charles J. McKee, County Counsel

Traci Kirkbride, Deputy County Counsel

Date

ATTEST:

Ann McElroy, County Clerk

Date

EXHIBIT A

[Copy of Monterey County Chief Law Enforcement Officer's Association
Protocol for Officer Involved Shooting In Custody Death]

EXHIBIT B

[Copy of Monterey County Chief Law Enforcement Officer's Association
Protocol for Notice of Consent]