

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF KING AND THE COUNTY OF MONTEREY
REGARDING ENFORCEMENT AUTHORITY ON PARCEL 245-081-031-000
IN THE UNINCORPORATED AREA OF MONTEREY COUNTY**

This Memorandum of Understanding (the “MOU” or “Agreement”) is made this 13th day of June, 2023, by and between the City of King, a municipal corporation, organized and existing pursuant to the laws of the State of California (the “City”) and the County of Monterey, a political subdivision of the State of California (the “County. City and County are hereinafter sometimes collectively referred to as the “Parties” and each may be referred to as a “Party.”

RECITALS

- A. WHEREAS, Parcel 245-081-031-000 is located in the unincorporated area of Monterey County, which are generally depicted and described in Attachment “A;” and
- B. WHEREAS, the County provides law enforcement services within the County through the Monterey County Sheriff’s Department, and the City provides law enforcement services within the City through the King City Police Department; and
- C. WHEREAS, Parcel 245-081-031-000 (hereinafter “Parcel”) has experienced an ongoing problem of trespassing activity, which has resulted in ongoing complaints from the public and property owner; and
- D. WHEREAS, given the remote location of the property, it has presented challenges to effectively monitor and prevent illegal entry and activities; and
- E. WHEREAS, the Parcel is located directly adjacent to the City of King boundaries, so illegal activity on the property has resulted in an increased risk of fire and public safety concerns directly impacting King City residents; and
- F. WHEREAS, the County and City have a long history of cooperation and coordination, and the Parties now desire to formalize coordinated law enforcement services for the Parcel to increase the effectiveness of addressing public safety issues on this parcel impacting both jurisdictions.

AGREEMENT

In consideration of the mutual covenants and conditions set forth in this Agreement, the Parties agree as follows:

A. Law Enforcement Services.

1. The Parties acknowledge the Monterey County Sheriff's Department has authority to provide law enforcement and respond to offenses within the Parcel consistent with Penal Code section 830.1. In this regard, the Parties agree that the County's Sheriff's Department will remain the primary law enforcement agency for the Parcel.

2. The Parties acknowledge that the King City Police Department operates frequent patrol services adjacent to the Parcel and has periodic contact with and knowledge of individuals engaged in trespassing activities. The Parties agree that King City Police Department will assist and partner with the Monterey County Sheriff's Department by authorizing King City Police Department to enter the Parcel on a periodic basis to monitor trespassing activity and to enforce any violations of trespassing or other legal offenses conducted by individuals trespassing on the Parcel.

3. The Parties agree to communicate and share information on a regular basis on any cases involving individuals trespassing on the Parcel.

B. Land Use Regulation and Municipal Services

Parties agree that the City assumes no additional authority for land use or other violations of law not addressed in Section A above and does not assume any responsibility for municipal services for the Parcel.

C. Costs

The King City Police Department agrees to provide support law enforcement services for the Parcel for the purpose of assisting in addressing public safety concerns of its residents and acknowledges it will not be reimbursed by the County's Sheriff's Department for any costs associated with provision of these services.

D. Amendment or Cancellation. This Agreement may be amended from time to time, or canceled in whole or in part, by mutual written consent of the City and County. Either Party may terminate this agreement upon 180 days written notice to either the City Manager (as to the City) or the County Administrative Officer (as to the County).

E. Liability and Indemnification. Neither the City nor the County shall be liable to each other or any third party for the actions or inactions of the other Party whether said action or inaction arises out of the performance or failure to perform the terms of this Agreement. Further, nothing in this Agreement shall waive or alter the rights and/or indemnities provided to the City or the County pursuant to any local, state and/or federal law. Lastly, the City or the County shall indemnify and hold harmless the other party from any claims, causes of action, administrative hearing, writ of mandate hearing, injunction, costs, damages and attorney's fees arising from the

other Party's actions or inactions whether said actions or inactions arise from their performance of this Agreement or failure to perform the terms of this Agreement.

F. General Provisions.

1. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

2. Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to interpret or enforce the terms of this Agreement shall be brought and heard solely in the Superior Court of the State of California, County of Monterey.

3. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other Person shall have any right of action based upon any provision of this Agreement.

4. Incorporation of Attachments. All recitals and attachments to this Agreement, including all Attachments referenced herein, and all subparts thereto, are incorporated herein by this reference.

5. Negation of Partnership. The Parties specifically acknowledge that City is not acting as the agent of the County in any respect, and that each Party is an independent entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, or cause the Parties to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any person who is not a Party.

6. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

7. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

8. Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.


///

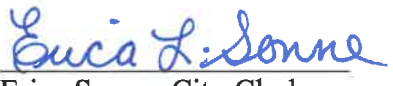
(SIGNATURES ARE ON THE FOLLOWING PAGE)


IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

“CITY”

CITY OF KING,
a municipal corporation

By: 
Steven Adams, City Manager
6/14, 2023

ATTEST:

Erica Sonne, City Clerk

APPROVED AS TO FORM
By: 
6/13, 2023

“COUNTY”

COUNTY OF MONTEREY, a political
subdivision of the State of California

By: _____
_____, 2023

By: _____
_____, 2023

APPROVED AS TO FORM
By: _____
_____, 2023

“

ATTACHMENT “A:” Parcel XXXX

ATTACHMENT "A"
Parcel XXX

Address:

APN: 245-081-031-000