

**PENINSULA REGIONAL VIOLENCE NARCOTICS TEAM**

**MEMORANDUM OF UNDERSTANDING**

**November 1, 2012**

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**PENINSULA REGIONAL VIOLENCE NARCOTICS TEAM  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (Memorandum) is entered into by and among the following Participating Agencies and their individual law enforcement departments in order to establish the Peninsula Regional Violence and Narcotics Team (PRVNT):

California Highway Patrol  
County of Monterey—Office of the District Attorney  
City of Carmel  
City of Marina  
City of Monterey  
City of Pacific Grove  
City of Sand City  
City of Seaside  
California State University Monterey Bay

The agencies listed above shall be considered the "Participating Agencies." A Participating Agency is a state, federal, or local law enforcement agency that has made a commitment of resources and/or personnel.

**1. Purposes of this Memorandum.** A purpose of this Memorandum is to establish and to set forth the responsibilities of the Participating Agencies as they relate to the Peninsula Regional Violence and Narcotics Team ("Task Force") and its activities throughout the Monterey Peninsula. A further purpose of this Memorandum is to set forth the policies and the governance of the Task Force.

**2. Purpose and Mission of the Task Force.** The Participating Agencies recognize that the illegal production, transportation, distribution, and use of narcotics and other controlled substances are a serious cross-jurisdictional law enforcement problem on the Monterey Peninsula. Working in collaboration with each other, the Participating Agencies will endeavor to enforce the controlled substances laws of the State of California relating to the trafficking of controlled substances and to prevent and to control violent crime.

The primary purpose of the Task Force shall be the enforcement of state controlled substances laws and to prevent and to control violent crime on the Monterey Peninsula. A further purpose of the Task Force will be to diminish the occurrence of violent crime, to diminish the availability and the use of illegal drugs within and across the boundaries of the Participating Agencies, and to apprehend the responsible offenders, thereby increasing public safety. The Participating Agencies have determined that it is necessary to commit additional law enforcement personnel to the detection, investigation, and apprehension of those persons engaged in violent crimes and the illegal production, distribution, and transportation of controlled substances and will target their investigations and suppression activities

toward the apprehension of all levels of violators. Use of this task force concept is intended to ensure the well-coordinated, regional enforcement of violent and narcotics-related crimes and to increase the flow of related intelligence information among the Participating Agencies.

In carrying out its mission and its purposes, the Task Force will work to identify, investigate, and apprehend those persons suspected of violating state narcotic and controlled substance laws on the Monterey Peninsula; will assist federal, state, and local law enforcement agencies in the enforcement of narcotic and controlled substances laws within the County of Monterey; will share information pertaining to the illegal production, distribution, transportation, and use of narcotics and controlled substances with the Participating Agencies; will provide training to personnel employed by Participating Agencies in the investigation and enforcement of state narcotics and controlled substances laws; will increase the level of supervision and surveillance of persons on probation or parole who are known to be involved in narcotics, gangs, and/or violent crimes; will initiate investigations involving street level drug dealers and gang activity with the overall objective of identifying and apprehending street level drug traffickers; and will conduct investigations into inter-jurisdictional criminal activity occurring on the Monterey Peninsula which arises out of state controlled substances laws.

3. **Term.** The Effective Date of this Memorandum is **November 1, 2012**, and it shall continue in full force and effect for an indefinite period of time unless terminated by action of the Task Force Council (defined below) or as otherwise specifically set forth herein. Any Participating Agency may withdraw at any time from participation in the Task Force and from this Memorandum by providing written notice to the other Participating Agencies. Such withdrawal shall be effective ninety (90) days after such notification. If any changes occur (e.g., withdrawal of a Participating Agency and/or addition of a new Participating Agency) an addendum to this Memorandum must be signed by all the remaining Participating Agencies within sixty (60) calendar days of the change. Even if the remaining Participating Agencies do not sign an addendum within sixty (60) calendar days, the withdrawing entity's withdrawal is effective after ninety (90) days.

4. **Management and Supervision.**

a. **Task Force Council.** A Task Force Council ("Council") comprised of one director from each of the Participating Agencies shall act as a board of directors and shall provide the policy-making and ultimate decision-making authority for the Task Force. Such authority shall be subject to each Participating Agency's policies and procedures with respect to law enforcement activities and protocol. A member of the Council may appoint a designee to act on his or her behalf should the member be unavailable to attend a meeting.

The Council may meet monthly at such places and at such times as established by the Council and as otherwise directed by the Council Chairman for the purpose of reviewing the activities of the Task Force and setting appropriate policy as needed. In addition, the Council may hold special meetings as it deems necessary. The Council shall periodically review and evaluate Task Force operations, goals, objectives, policies, and procedures.

A quorum shall be required to conduct business. If, at any meeting of the Council, less than a quorum is present, then the majority of those present may adjourn the meeting. All decisions of the Council shall be made by a majority vote of the quorum present.

A Council Chairperson shall be selected from among the representatives from the Participating Agencies on a rotating basis who will serve in that capacity for a one (1) year maximum term. One representative from among the Participating Agencies shall be selected as the Chairperson at the initial meeting of the Council, which initial meeting shall be called by the Task Force Commander after this agreement is signed by all parties. No person shall hold the position of Council Chairperson for more than one term unless and until a representative from each Participating Agency has had the opportunity to serve as Chairperson. The Chairperson shall preside over all Council meetings and shall be responsible for preparing the agenda, posting the agenda, and the minutes for each meeting and for taking whatever other action may be necessary for the operation of the Council. The Task Force Commander shall serve as the Custodian of Record for all Task Force documents, including but not limited to all approved minutes and action items resulting from Council meetings. Meetings of the Council shall be subject to and shall be conducted in accordance with the open and public meeting requirements of the Ralph M. Brown Act (California Government Code 54950 et seq.).

b. **Task Force Commander.** A mid-management to management level police officer shall be appointed by the Council as the Task Force Commander. The management and supervision of the Task Force will be the responsibility of the Task Force Commander. The Task Force Commander shall, subject to the provisions of this Memorandum and the policies and procedures of each Participating Agency, retain supervisory control of the personnel assigned to the Task Force. The Task Force Commander will provide monthly and annual reports to the Council of the activities of the Task Force. The Task Force Commander shall maintain such documents. To ensure effective supervision, it will be necessary for the Task Force Commander to work hours in excess of his/her normal shift, i.e., overtime.

5. **Media Relations.** It shall be the policy of the Task Force to develop a positive image with the residents within the jurisdictions that are served by the Task Force. In this regard, every effort shall be made to establish positive relations with the various media sources within the Task Force project area. Media releases regarding Task Force operations shall be coordinated through the Task Force Commander. In the event the Task Force Commander is unable, he/she may coordinate with the Council Chairperson or his/her designee to coordinate and provide media releases, news statements and interviews if necessary. Nothing in this policy is meant to restrict elected officials or agency heads from discussing related matters with the media.

6. **Compensation.** Each Participating Agency shall remain the employer of all personnel assigned by the Participating Agency to the Task Force and each is responsible for compensating its personnel assigned to the Task Force according to its policies, procedures, and applicable contractual obligations.

7. **Training; Performance.** Training of personnel assigned to the Task Force is the responsibility of each Participating Agency according to their individual budgets and at the discretion of each Participating Agency. Personnel assigned to the Task Force shall be subject to the performance standards and the operating policies and procedures of their respective departments, and subject to the terms of this Memorandum and the authority of the Task Force Commander, as set forth hereunder, as well as their respective chain of command.

The Task Force Commander shall annually review the training records of all task force personnel to determine Task Force training needs. The Task Force Commander shall submit training recommendations and its cost to the Council for consideration. Training not approved to be funded by the Task Force budget shall be at the discretion of each Participating Agency.

8. **Annual Report.** The Task Force Commander will provide the Council with an annual report of activity no later than March 15 of each year. This report will summarize the preceding calendar year's operation and shall include a section for statistical data. The report shall contain sufficient information regarding the Task Force's goals, objectives, and accomplishments for assessment by the Council.

9. **Participating Agency Resources.** The Participating Agencies understand that the changing criminal activities, as well as each Participating Agency's fiscal resources, will require collaboration and cooperation among the Participating Agencies as well as flexibility in both the tasks and the structure of the Task Force. Therefore, participation in and responsibility for personnel resources and equipment will be determined by each individual Participating Agency, in conjunction with the policy direction provided by the Council. Subject to the limitations set forth in this section, the Participating Agencies agree, at a minimum, to provide the following personnel resources to the Task Force:

a. **City of Monterey.** The City of Monterey agrees to assign two (2) Police Officers to work with the Task Force in conducting its operations. The City of Monterey will provide a supervisor to work with the Task Force in conducting its operations.

b. **City of Seaside.** The City of Seaside agrees to assign two (2) Police Officers and one (1) mid-manager police officer to work with the Task Force in conducting its operations.

c. **City of Marina.** The City of Marina agrees to assign one (1) Police Officer to work with the Task Force in conducting its operations.

d. **Department of California Highway Patrol.** The Department of California Highway Patrol agrees to designate one (1) Highway Patrol Officer to work with the Task Force in conducting its operations.

e. **City of Pacific Grove.** The City of Pacific Grove agrees to provide one (1) Police Officer, to work with the Task Force in conducting its operations.

f. **City of Carmel.** The City of Carmel agrees to provide one (1) Police Officer, on a half-time basis, to work with the Task Force in conducting its operations.

g. **City of Sand City.** The City of Sand City agrees to provide one (1) Police Officer, on a half time basis, to work with the Task Force in conducting its operations.

h. **California State University Monterey Bay.** The California State University Monterey Bay agrees to provide one (1) Police Officer, on a "seasonal" basis, to work with the Task Force in conducting its operations.

i. **County of Monterey– Office of the District Attorney.**

The Monterey County District Attorney's Office shall provide an appropriate number of Deputy District Attorneys for the necessary legal support to the Task Force. For matters involving gang cases, the District Attorney's Office will make available 24/7, an experienced Deputy District Attorney or Managing Deputy District Attorney who will provide legal advice during investigations and search warrant support. For drug related cases, the District Attorney's Office shall provide during business hours Deputy District Attorneys or a Managing Deputy District Attorney who will provide legal advice and search warrant support. After regular business hours for drug related cases, the District Attorney's Office will provide the regular on-call Deputy District Attorney who will provide legal advice and search warrant support. All Deputy District Attorneys who are assigned to on-call duty are experienced Deputy District Attorneys. Criminal cases developed by the Task Force will be prosecuted in the most expeditious and professional manner possible. Deputy District Attorneys will be housed in the District Attorney's Office and remain under the control of the District Attorney. The appropriate unit within the District Attorney's Office will handle all asset forfeiture cases referred by the Task Force. Experienced Deputy District Attorneys will handle the most serious cases generated by the Task Force and as many additional cases as are consistent with quality vertical prosecution.

10.

a. **Participating Agency Equipment or Supplies.** Equipment or supplies owned by individual agencies and supplied for use by the Task Force shall remain the property of the supplying Participating Agency. At the termination of this Memorandum and whereupon no new agreement is reached, all said property shall be returned to the supplying Participating Agency.

All personal protection equipment, firearms, other weapons, and vehicles shall be issued to each Task Force agent by his/her employing agency. Said equipment shall remain the property of the issuing agency.

b. **Task Force Equipment or Supplies.** Any equipment or supplies purchased with Task Force funds (whether through a Task Force budget or through seized assets) shall belong equally to all Participating Agencies. In the event this Memorandum is terminated or otherwise ends, or in the event

the Task Force is disbanded, such equipment or supplies shall be distributed as equally as possible based on the personnel and the financial contributions of each Participating Agency during the term of this Memorandum, as directed by the Council. However, if during the term of this Memorandum a Participating Agency chooses to terminate its participation in the Task Force and the Task Force continues to operate as a multi-agency task force, all equipment and supplies purchased by the Task Force will remain the property of the Task Force.

On or about March 15 of each year during the Term of this Memorandum, the Task Force Commander shall prepare and shall submit to the Council a written inventory which sets forth the following information pertaining to all property which is in the possession of the personnel of the Task Force or which the Task Force is entitled to possess at the end of the fiscal year:

1. Description of the property, including serial number or other identifying characteristics if applicable;
2. The year in which the property was acquired by activity of the Task Force; and
3. The cost of the property at the time it was purchased or, if acquired through asset forfeiture, the estimated value of the property at the time of acquisition.
4. The location of the property.

Once finalized by the Council, the inventory shall be maintained by the Task Force Commander..

c. **Use of Equipment or Supplies.** 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, provided the personnel utilizing the equipment is properly trained and authorized by his or her Participating Agency to use such equipment. The provisions of this Memorandum pertaining to the Participating Agencies' respective responsibilities shall cover personnel utilizing Task Force equipment. Any equipment which is damaged, broken, misplaced, lost, or stolen, through negligence, wrongful act, or omission of an officer or agent assigned to the Task Force, shall be repaired or replaced by the Participating Agency of the responsible employee at the determination of the Task Force Commander and the Council.

**11. Facilities.** The Task Force will operate from a facility located within the City of Monterey. The Monterey branch of the Task Force will operate from office space dedicated to operations and located at the Monterey Police Department. The City of Monterey has agreed to be responsible for the initial set up and ongoing maintenance costs. However, since the cost of these services are not yet known, the City of Monterey reserves the right to propose equitable cost sharing among the Participating Agencies to cover installation and ongoing costs. As more specifically set forth in this section, the Participating Agencies shall be responsible for the following items:



a. Use of office space: Costs and expenses of office space shall be the responsibility of the City of Monterey, through its dedication of space for Task Force operations;

b. Installation of telephone lines and monthly, local, CALNET, and long distance charges: The installation of telephone lines at the Task Force Monterey office shall initially be the responsibility of the City of Monterey. Ongoing costs are subject to equitable cost sharing.

c. Telephone equipment: The installation of telephone equipment at the Monterey Task Force Office shall initially be the responsibility of the City of Monterey. Ongoing costs are subject to equitable cost sharing.

d. Utilities: Utility expenses for the space provided by the City of Monterey in the Monterey Police Department shall be the responsibility of the City of Monterey;

e. Alarm equipment, including maintenance and monitoring, for the space provided by the City of Monterey in the Monterey Police Department shall be the responsibility of the City of Monterey.

f. Evidence storage and alarm security: Evidence will be stored at the venue or closest agency to where the evidence was seized. The securing city shall be responsible for alarm security.

g. CLETS machine on single or county line: A CLETS machine shall be appropriately provided to meet the requirements of this Memorandum.

h. Janitorial expenses for the space provided by the City of Monterey in the Monterey Police Department shall be the responsibility of the City of Monterey;

i. Landscape services for the space provided by the City of Monterey at the Monterey Police Department shall be the responsibility of the City of Monterey;

j. Purchase and installation of computers. The Bay Area High Intensity Drug Trafficking Area (HIDTA) will provide computers for the Task Force's use.

**12. Financial Obligation.** The Task Force will only be responsible for financial obligations incurred by the Task Force Participating Agencies during the term of this Memorandum.

**13. Jurisdiction for Prosecution.** Task Force investigations will generally be prosecuted under state law by the Monterey County District Attorney's Office. The Task Force Council, in consultation with federal authorities, will determine whether to relinquish prosecution of any case to federal jurisdiction.

**14. Asset Forfeiture.** It shall be the responsibility of the Task Force to investigate asset seizures initiated by the Task Force pursuant to California law.

a. **Official Use of Conveyances and Equipment and Liquidation of Assets.** Forfeiture and disposition proceedings shall comply with California Health and Safety Code sections 11488.5 and 11488.6, as the same may amended or renumbered from time to time.

b. **Distribution of Proceeds.** Forfeiture proceeds shall be maintained in separate accounts subject to appropriate accounting controls and annual financial audits of all deposits and expenditures. The Task Force Council will establish necessary accounts for forfeited funds, including an interest bearing pre-adjudication account, a post-adjudication account, and an operations account and will otherwise determine the specific administration of forfeited funds in accordance with state law.

In the case of joint investigations involving both Task Force and non-Task Force resources from other law enforcement agencies that result in the seizure of assets, the involved agencies, including the Task Force, will negotiate an equitable share of the asset forfeiture proceeds to reflect the proportionate contribution of resources from each agency dedicated to the investigation.

Court forfeiture proceedings and liquidation of assets will establish a balance of proceeds to be distributed and transferred as follows:

First, expenditures for sale and repairs, storage and transportation of property incurred after seizure and publication costs will be awarded to the Task Force. This section does not authorize reimbursement to law enforcement for costs associated with investigations, clean-up or to prosecutors for costs associated with conducting forfeiture proceedings. Second, the residual of the proceeds is then to be distributed according to the following formula pursuant to California Health and Safety Code section 11489, as the same may be amended or renumbered from time to time and currently reads as follows:

1. The sixty-five percent (65%) law enforcement share of the residual will be divided as follows:
  - a. Fifteen percent of the funds distributed pursuant to this sub-paragraph shall be deposited in a special fund maintained by the Task Force, or county, city, or city and county of any agency making the seizure or seeking an order for forfeiture. This fund shall be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity, which shall wherever possible involve educators, parents, community-based organizations and local businesses, and uniformed law enforcement officers. Those programs that have been evaluated as successful shall be given priority. These funds shall not be used to supplant any state or local funds that would, in the absence of this clause, otherwise be made available to the programs.

It is the intent of the Legislature to cause the development and continuation of positive intervention programs for high-risk elementary and secondary school-age students.

Local law enforcement should work in partnership with state and local agencies and the private sector in administering these programs.

The distribution of these funds is to be determined by a panel consisting of the Monterey County Sheriff, a police chief selected by the other chiefs in Monterey County, the Monterey County District Attorney, and the Monterey County Chief Probation Officer.

- b. The remainder will be allocated to the Task Force to be used for general operation and investigation costs until the Task Force Council determines otherwise.
- c. Once the Task Force Council determines that the investigation account described herein above is sufficiently funded, it is anticipated that future additional revenues will be divided proportionally to each law enforcement agency that is a member of the Task Force calculated by the number of personnel contributed to the Task Force by each member agency without regard to participation in an individual seizure once the following dispensations are made;
  1. Ten percent (10%) of the residual to the Monterey County Oistrict Attorney's Office which processed the forfeiture.
  2. Twenty-four percent (24%) of the residual to the State of California's general fund to be used for school safety and security.
  3. One percent (1%) of the residual to the California District Attorneys Association to be used to provide a statewide system of education and training for prosecutors and law enforcement officers in ethics and the proper use of asset forfeiture laws.

If the Task Force ceases operation, all existing Task Force assets will be divided equitably as determined by the Task Force Council.

**15. Administration, Audit, and Records.** Any and all records pertaining to the Task Force expenditures shall be maintained by the Task Force Commander at the Task Force office location in Monterey and shall be readily available for examination and audit by any Participating Agency. Subject to each Participating Agency's obligation to respond to requests for records or for information, the Task Force Commander shall be the Custodian of Records for purposes of Public Records Act requests and for responding to subpoenas and other requests for records of information made to the Task Force.

All agendas, action items, and meeting minutes that arise from the Council shall be maintained by the Task Force Commander. These files shall be maintained a minimum of ten (10) years (§34090 G.C.) Prior to the destruction of these records, the sitting Council Chairperson shall request destruction through his/her entity's Attorney following established records retention protocols. The Task Force Commander shall maintain all records associated with Task Force-related training, including annual

training plans, as required by this Agreement. These records shall be maintained as long as the Task Force member is employed by the participating agency plus ten (10) years (§34090 G.C.).

At each regular meeting of the Council, the Task Force Commander shall prepare and shall submit to each Participating Agency a written financial report which describes the financial activity of the Task Force for the prior month. The financial report shall, at a minimum, include the amount of money received during the prior month, the amount of money expended during the prior month, and the balance on account at the end of the prior month.

At the discretion of the Council, the Council may order an independent audit, performed in accordance with generally accepted accounting standards, be conducted by a Certified Public Accountant selected by the Council for such purpose. Copies of the auditor's report shall be filed with the Council and with each Participating Agency within twelve (12) months of the completion of the audit. The cost of the audit, if any, shall be the responsibility of the Task Force and not the responsibility of each or any of the Participating Agencies and shall be charged against unencumbered Task Force funds.

**16. Internal Investigations** In its sole discretion and pursuant to its own policy, each Participating Agency is responsible for conducting its own internal affairs investigation pertaining to its own officers.

In cases that involve officers from different Participating Agencies, the investigation may be conducted by an independent law enforcement agency or consultant selected by the Board and with approval from the Participating Agencies whose officers are subjects of the investigation. The cost of any joint investigation will be shared equally by the Participating Agencies involved in the investigation.

**17. 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 Officers Association Protocol, or any version subsequently adopted.

**18. Insurance.** Seaside, Monterey, Carmel, Marina, Pacific Grove, and California State University Monterey Bay are each political subdivisions of the State of California. The CHP is a department of the State of California. Each Participating Agency self-insures and purchases insurance for legal liability. Each 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 no party shall be responsible for the acts and/or omissions of the other or its employees and/or representatives.

**19. Respective Responsibilities.** Each Participating Agency shall be responsible, to the extent provided by applicable law, for the acts and omissions of its personnel assigned to the Task Force and no Participating Agency shall be responsible for the acts or omissions of the personnel of any other Participating Agency. Each Participating Agency therefore agrees to hold harmless, indemnify and defend the other Participating Agencies 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.

In the event of a civil claim by a third party ("the Underlying Claim") against one or more Participating Agency or its officers based on the Task Force's activities, all Participating Agencies agree to defer any claims against another Participating Agency, its officer(s) or employees until the Underlying Claim is settled or otherwise determined. Thereafter, any claims between or among Participating Agencies shall be resolved in accordance with law.

**20. Nondiscrimination.** All Participating Agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the United States Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age, or national origin and equal employment opportunities.

**21. No Third Party Rights.** The Participating Agencies do not intend the benefits of this Memorandum to inure to any third person not a signatory hereto. Therefore, this Memorandum shall not be construed or deemed in any way to be 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 Memorandum by the Participating Agencies shall be conclusively deemed to be for the direct protection and mutual benefit of the Participating Agencies.

**22. Notices.** Any notices under this Memorandum shall be sent to the Participating Agencies by personal delivery, by facsimile, or by first class mail, postage prepaid, to the persons at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile on the third (3<sup>rd</sup>) day after mailing. The Participating Agencies designate the following persons as recipients of notices:

District Attorney of Monterey County  
P.O. Box 1131  
Salinas, CA 93902

Chief of Police  
Seaside Police Department  
City of Seaside  
440 Harcourt Avenue  
Seaside, California 93955

Chief of Police  
Marina Police Department  
City of Marina  
211 Hillcrest Avenue  
Marina, California 93933

Chief of Police  
Monterey Police Department  
City of Monterey  
351 Madison Street  
Monterey, California 93940-2698

Chief of Police  
Carmel Police Department  
City of Carmel  
P.O. Box 600  
Carmel by the Sea, California 93921

Chief of Police  
Pacific Grove Police Department  
City of Pacific Grove  
580 Pine Avenue  
Pacific Grove, California 93950-3335

Chief of Police  
Sand City Police Department  
Sand City  
1 Sylvan Park  
Sand City, California 93955

Commander, Monterey Area  
Department of California Highway Patrol  
Monterey CHP  
960 East Blanco Road  
Salinas, California 93901

Chief of Police  
California State University Monterey Bay Police Department  
California State University Monterey Bay  
100 Campus Center, Bldg. 82 F  
Seaside, CA 93955

23. **Authority.** Each individual executing this Memorandum hereby represents and warrants that he/she has full legal authority to do so for and on the behalf of the Participating Agency named herein. Proof of such authority, e.g. a resolution, shall be attached to this Memorandum. The Task Force Commander shall be responsible for attaching the authorizing documents to this Memorandum and providing a fully executed copy to each Participating Agency.

24. **Assignment and Delegation of Duties.** No rights under this Memorandum may be assigned and no duties under this Memorandum 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.

25. **Counterparts.** This Memorandum 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 Memorandum.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the Participating Agencies, have entered into this Memorandum of Understanding.

STATE OF CALIFORNIA

\_\_\_\_\_  
William Perlstein, Commander  
California Highway Patrol, Monterey Area

\_\_\_\_\_  
Date

COUNTY OF MONTEREY

\_\_\_\_\_  
Dean Flippo, District Attorney

\_\_\_\_\_  
Date

CITY OF CARMEL

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

CITY OF MARINA

\_\_\_\_\_  
Douglas A. Yount, Interim City Manager

\_\_\_\_\_  
Date

CITY OF MONTEREY

\_\_\_\_\_  
Fred Meurer, City Manager

\_\_\_\_\_  
Date

CITY OF PACIFIC GROVE

\_\_\_\_\_  
Thomas Frutchey, City Manager

\_\_\_\_\_  
Date

CITY OF SAND CITY

\_\_\_\_\_  
Steve Matarazzo, City Administrator

\_\_\_\_\_  
Date

CITY OF SEASIDE

\_\_\_\_\_  
John Dunn, Interim City Manager

\_\_\_\_\_  
Date



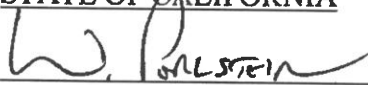
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STATE OF CALIFORNIA

  
\_\_\_\_\_  
William Perlstein, Commander  
California Highway Patrol, Monterey Area

4-11-13  
\_\_\_\_\_  
Date

COUNTY OF MONTEREY

  
\_\_\_\_\_  
Dean Flippo, District Attorney

4/11/13  
\_\_\_\_\_  
Date

CITY OF CARMEL

  
\_\_\_\_\_  
City Administrator

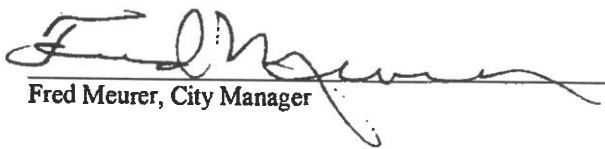
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Date

CITY OF MARINA


  
\_\_\_\_\_  
Douglas A. Yount, Interim City Manager

3/28/13  
\_\_\_\_\_  
Date

CITY OF MONTEREY

  
\_\_\_\_\_  
Fred Meurer, City Manager

4/20/13  
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Date

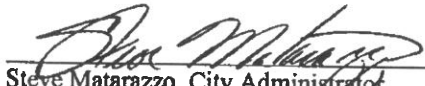
APPROVED BY:  
  
\_\_\_\_\_  
City Attorney's Office

CITY OF PACIFIC GROVE

  
\_\_\_\_\_  
Thomas Frutchey, City Manager

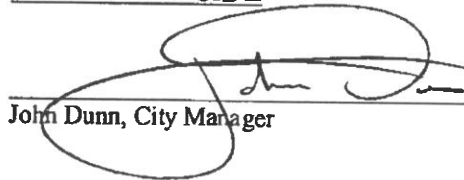
December 20, 2012  
Date

CITY OF SAND CITY

  
\_\_\_\_\_  
Steve Matarazzo, City Administrator

4/18/13  
Date

CITY OF SEASIDE

  
\_\_\_\_\_  
John Dunn, City Manager

MAR. 12, 2013  
Date