San Luis Obispo South County
Major Accident Investigation Team (MAIT)

Chief Michael Martinez | Chief John Peters | Chief Jeff Smith

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MEMORANDUM OF UNDERSTANDING BY AND THROUGH THE CITIES OF ARROYO GRANDE, GROVER BEACH, AND PISMO BEACH FOR THEIR POLICE DEPARTMENTS TO FORM A COLLABORATIVE INVESTIGATION TEAM CALLED THE MAJOR ACCIDENT INVESTIGATION TEAM

PARTIES:

The Agencies to this Memorandum of Understanding ("MOU") are the CITY OF ARROYO GRANDE'S POLICE DEPARTMENT (hereinafter "AGPD"), the CITY OF GROVER BEACH'S POLICE DEPARTMENT (hereinafter "GBPD"), and the CITY OF PISMO BEACH'S POLICE DEPARTMENT (hereinafter "PBPD"), hereinafter collectively referred to as "the Parties".

RECITALS:

1. The AGPD, GBPD, and PBPD have established a Major Accident Investigation Team (MAIT). The MAIT Team has the ability to respond to major vehicle accidents and/or major crimes scenes in Southern San Luis Obispo County and conduct detailed and thorough investigations.
2. AGPD, GBPD, and PBPD operate as police departments within San Luis Obispo County with members who have been trained in Traffic Collision Investigations in accordance with the California Commission on Peace Officer Standards and Training (POST).
3. The AGPD, GBPD, and PBPD have recognized that mutual aid and cooperation in response to major vehicle accidents can be enhanced and made more flexible and effective by combining resources for investigation purposes.

4. The AGPD, GBPD, and PBPD now desire to formally establish and confirm the framework for this cooperative effort as well as to clarify the legal relationships resulting from that ongoing cooperative relationship.

TEAM MEMBERSHIP:

1. Any full-time police officer in good standing and employed by AGPD, GBPD, or PBPD may apply to become a member of the MAIT Team, provided that they meet the minimum qualifications for membership. Full-time non-sworn employees may also be assigned to the MAIT team with their respective Police Chief's approval. The Chiefs of the AGPD, GBPD, and PBPD or their designee, will review the qualifications of applicants and determine the eligibility for assignment in accordance with established selection procedures. These qualifications include minimum standards for report writing ability, investigative experience, and prior work performance. Once qualified and approved for membership, these members will be considered full members of the San Luis Obispo South County MAIT Team.

2. All MAIT Team members will serve at the pleasure of their respective Police Chief. The decision to add or remove a member from the MAIT Team shall be made at the sole discretion of the member's respective Police Chief.

TRAINING AND SUPERVISION:

1. Each agency should provide their team member(s) with a minimum of POST Basic, Intermediate and Advanced Traffic Collision Investigation training. Each agency will also provide their team members with a training course on the use of the Total Station, FARO Scanner, and Unmanned Aerial Systems (UAS) investigative equipment. Additional specialized training shall be at the discretion of each agency.

2. The South County MAIT Team should conduct quarterly team training exercises to maintain proficiency with the equipment and team dynamics.

3. Supervision during a MAIT Team deployment shall be the responsibility of the agency having jurisdiction over the collision scene. MAIT Team Officers will take their direction from said agency during a deployment.

4. Supervision of MAIT team members outside of a deployment shall be the responsibility of each respective agency.

CASE REPORT DOCUMENTATION:

1. The agency of jurisdiction for the collision will be responsible for preparing all report documentation for prosecution.
2. The supporting agency personnel will be required to complete an Assist Outside Agency (AOA) report in their own agency's Records Management System (RMS) and to have that AOA report forwarded to the agency of jurisdiction for inclusion in the final case file.

EVIDENCE COLLECTION:

1. The agency of jurisdiction will be responsible for the collection and storing of all physical evidence for the investigation.
2. Supporting agency personnel working the scene of the collision will turn over all physical evidence to the agency of jurisdiction prior to leaving the investigation scene. Exceptions to this will be digital media evidence and diagrams of the scene where the supporting agency personnel must finalize the media or diagrams on computer software programs only available at their respective police departments. Those items of digital media or diagrams evidence will be provided to the agency of jurisdiction via providing the original evidence or copies of the original evidence.

PERSONNEL COSTS:

Each agency will be solely responsible for all personnel costs and obligations associated with the staff it assigns to the South County MAIT Team and any other related and/or associated personnel costs and obligations, including base salary, overtime salary and fringe benefits, Workers' Compensation, and retirement benefits.

EQUIPMENT:

Each agency will be responsible for the purchase and maintenance of equipment assigned to its individual members of the MAIT Team; however, MAIT Team members may utilize

each other's investigative equipment and vehicles with Commander approval provided they have successfully completed any required training and/or qualification.

LIABILITY FOR WORKERS COMPENSATION BENEFITS:

Any employee becoming a member of the South County MAIT Team will be deemed to be continuing under the employment of the member's respective agency even though the employee may be working subject to the chain of command of the MAIT Team. Any injury, disability, or death incurred by the employee while working with the South County MAIT Team shall be deemed to have arisen out of and to have been sustained in the course of the employee's employment with the member's agency. Any employee who, while working with the South County MAIT Team, sustains an injury arising out of and in the course of their work with the South County MAIT Team shall be accorded by the agency all of the same benefits, including Workers Compensation Benefits, which they would have received if they had been acting under the immediate direction of such member's agency. If an employee, or anyone on their behalf, files a claim for Workers' Compensation against any agency other than the member's employment agency for an injury claimed to have been sustained while working with the South County MAIT Team, the employee's agency shall indemnify, defend, and hold harmless the other partner South County MAIT Team agencies, with respect to such claim at no cost to the other parties.

DISCLOSURE OF PEACE OFFICER PERSONNEL RECORDS:

If discovery or disclosure of peace officer personnel records, or records maintained pursuant to Penal Code Section 832.5 and 832.7, or information from such records is sought concerning any City employees of agencies that are members of the South County MAIT Team, the member's agency shall be responsible for responding to the discovery or disclosure request.

POLICIES AND PROCEDURES:

Each South County MAIT Team member shall follow the policies and procedures of their respective agency.

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CALL-OUT PROCEDURE:

1. When a determination is made to request a call-out of the South County MAIT Team, the agency with jurisdiction over the collision shall notify their Operations Commander, who may then notify the MAIT Team Supervisor. That MAIT Team Supervisor will assess the situation and determine how many team members will be needed. The lead agency MAIT Team Supervisor will then contact the assisting agencies MAIT Team Supervisors directly to request resources. The lead agency MAIT Team Supervisor has the discretion to request specific team members(s) based upon a need for certain expertise/qualifications. If a member is available for response to a call out, that member will first gain the approval of their on-duty Watch Commander or MAIT Supervisor. A member should not be called out if by doing so will reduce the current or up-coming patrol shift to less than minimum staffing.

2. The MAIT Team Supervisor in charge of the investigation will assign a lead MAIT Team investigator(s).

3. If a MAIT Team member is not available for 3 consecutive call-out requests, that member may be subject to removal from the South County MAIT Team by a majority vote the Chiefs. The team member's removal from the MAIT Team in this situation shall not be deemed as disciplinary.

4. MAIT Team members are not on a paid "on-call" status. MAIT Team members responding to a call-out shall be compensated in accordance with the MOU of their employing agency.

LIABILITY:

1. Each MAIT Team agency agrees to defend, hold harmless and indemnify their partner South County MAIT Team agencies, its officers, employees and agents, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Memorandum of Understanding and which result from the acts or omissions of the indemnifying agency , its officers, employees, and/or agents, including any claims that each partner agency did not train or improperly trained their officers, employees, and/or agents.

2. In the event of concurrent negligence of South County MAIT Team agencies, its officers, employees, and/or agents then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Memorandum of Understanding shall be apportioned under the California doctrine of comparative negligence as established presently, or as may be hereafter modified.

INSURANCE:

A. Throughout the life of this MOU, member agencies shall pay for and maintain in full force and effect all insurance as required in Section C below, with the insurance company(ies) either:

(i) Admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide; or

(ii) As may be authorized in writing by the agency's Administrative Services Director, or their successor, or their designee at any time and in their sole discretion. The required policies of insurance as stated in Exhibit A shall maintain limits of liability of not less than those amounts stated therein.

B. The fact that insurance is obtained by a member agency shall not be deemed to release or diminish the liability of that agency, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the other agencies shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the agencies. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of any agency, its principals, officers, agents, employees, persons under the supervision of an agency, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

C. Insurance Requirements

Without limiting agency's indemnification of other member agencies, and prior to any work related to this agreement, agency shall obtain, provide and maintain at its own expense during the term of this agreement, policies of insurance of the type and amounts described below and consistent with this agreement.

Automobile liability insurance. Each Agency shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the agency arising out of or in connection with any services to be performed under this agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Workers' compensation insurance. Each Agency shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) or show evidence of being self-insured.

D. Other provisions or requirements

Proof of insurance. Each agency shall provide certificates of insurance to the other member agencies as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation.

Duration of coverage. Each Agency shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by AGENCY, his agents, representatives, employees or sub-agencies.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the other member agencies, its elected or appointed officers, agents, officials, employees and volunteers or shall

specifically allow agency or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Agency hereby waives its own right of recovery against other member agencies and shall require similar written express waivers and insurance clauses from each of the other member agencies.

Notice of cancellation. Each Agency agrees to oblige its insurance agent or broker and insurers to provide to other member agencies with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Timely notice of claims. Each Agency shall give the other member agencies prompt and timely notice of claims made or suits instituted that arise out of or result from agency's performance under this agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Each Agency shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

TERMINATION:

This Memorandum of Understanding may be terminated by any party at any time, without cause, upon giving the other parties written notice thereof. Each agency's Chief of Police is authorized to provide notice of termination.

CHOICE OF LAW AND VENUE:

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be in the venue of the San Luis Obispo County Superior Court.

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ENTIRE AGREEMENT:

This Memorandum of Understanding sets forth the entire agreement between the parties and supersedes any and all prior agreements and understandings, written or oral, between the parties pertaining to the subject matter contained herein.

EFFECTIVE DATE:

This Memorandum of Understanding shall become effective immediately once the parties have signed it.

Dated: 02/01/2023

Chief Michael Martinez
Arroyo Grande Police Department

Dated: _02/01/2023__

Chief Jeff Smith
Pismo Beach Police Department

Dated: _02/01/2023_____

Chief John Peters
Grover Beach Police Department