



NOTICE OF CONSENT BY CHIEF OF POLICE

WHEREAS, Section 830.1(a)(2) of the California Penal Code provides that the authority of any peace officer, as defined therein, extends to any place in the state where the peace officer has the prior consent of the Chief of Police, or person authorized by the Chief of Police to give such consent, if the place is within a City;

WHEREAS, the undersigned Chief of Police desires to coordinate law enforcement efforts and encourage maximum cooperation between law enforcement agencies; and

WHEREAS, the undersigned Chief of Police has public safety responsibilities within the City of San José; and

WHEREAS, it is the intention of the undersigned Chief of Police that peace officers be given the maximum powers consistent with California law; and

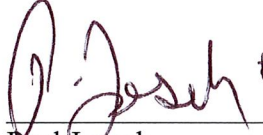
WHEREAS, it is agreed by any beneficiary of this Notice of Consent that when peace officers of their respective agencies are engaged in law enforcement activity in the City of San José, that those peace officers will notify, whenever practicable, the City of San José Police Department of their activities in said City; but that the practicability of such prior notification shall be solely at the discretion of the individual peace officer(s); and

THEREFORE, pursuant to 830.1(a)(2) of the California Penal Code,

I, AS CHIEF OF POLICE, HEREBY CONSENT that:

1. Any peace officer, as defined by California Penal Code 830.1, employed by any California law enforcement agency shall have the full authority of a peace officer at all times, including during times of emergency, within the City of San José; and
2. Each law enforcement agency entering into this agreement shall serve as custodian of records of this agreement with respect to that particular law enforcement agency. Each law enforcement agency entering into this agreement shall be responsible for maintaining this Agreement in compliance with that agency's records management policy and retention schedule. Each law enforcement agency entering into this agreement shall be responsible for the retrieval and release of this Agreement in response to subpoenas and/or California Public Records Act (CPRA) requests to that agency, and shall be responsible for authentication of this Agreement where necessary for court documents or proceedings pertaining to that agency; and

3. This Agreement shall not be construed as to be an agreement for the benefit of any third party or parties, and no third party or party shall have the right of action hereunder for any cause whatsoever; and
4. This agreement shall be binding on the successor Chief of Police of the City of San José unless and until a successor Chief of Police intends to revoke their consent herein, a notice of such intention shall be given to all signatories, in writing, at least thirty (30) days prior to the effective date of such revocation. This agreement shall thereafter continue in full force and effect as to all remaining signatories.

 # 3148 8-10-26

Paul Joseph Date

Chief of Police