

MEMORANDUM OF UNDERSTANDING #172-M1510
AMENDMENT I

Managing the Effects of Public Safety Realignment Enforcement Operations Program

This Amendment I to that Memorandum of Understanding #172-M1510, made and entered into by and between the Placerville Police Department, hereinafter called “PPD”, South Lake Tahoe Police Department, hereinafter called “SLTPD” and the El Dorado County Probation Department, hereinafter called “EDCPD,” is related to public safety operations necessary as a direct result of the public safety realignment legislation (AB109) passage hereinafter called “Managing the Effects of Public Safety Realignment Enforcement Operations” program funded through the Community Corrections Partnership;

RECITALS

WHEREAS, Parties have been working in participation for the purpose of performing special enforcement services for the Cities of Placerville and South Lake Tahoe that are needed to support the operational goal of reduced recidivism as identified by the Community Corrections Partnership in the plan for realignment, in accordance with Memorandum of Understanding #172-M1510, dated April 28, 2015, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to include program or operations related training of staff to said Agreement, hereby amending SECTION 1. Services to be Performed and SECTION 2. Payment; and

NOW THEREFORE, the parties do hereby agree that Memorandum of Understanding #172-M1510 shall be amended a first time as follows:

1. Services to be Performed by PPD, SLTPD and Participation from EDCPD.

- a. During the term of each Community Corrections Partnership approved Fiscal year budget, PPD and SLTPD shall provide specific enforcement operations directed towards the realigned population, both within city limits and in unincorporated areas of El Dorado County. These enforcement operations will be provided on an overtime basis as staffing levels allow and on an hourly rate as to any Reserve Officers. PPD and SLTPD salary schedules will be marked as Exhibit “A” and Exhibit “B” for determining claimable program staff. Enforcement operations shall occur four (4) times, minimally, per MOU term. These enforcement operations will include, but are not limited to:

- i. Sweeps/clean-ups in specific “target areas” and “target populations” as identified by either EDCPD or the respective local police agency. Assisting EDCPD with individual visitations to realigned offender probationers that have been assessed to have a high risk of recidivism.
- ii. Completing special investigations in cooperation with EDCPD, focused on realigned offenders who are suspected of new criminal law violations and/or in non-compliance with terms and conditions of supervision.

Upon reasonable notice and request, EDCPD commits to participate in each such enforcement by providing sworn personnel to assist as staffing levels allow and, at minimum, providing intelligence pertaining to individuals released to PRCS and/or MCS in El Dorado County. EDCPD shall participate with PPD and SLTPD in planning activities for Managing the Effects of Public Safety Realignment Enforcements and shall assist with facilitating the funding therefor to PPD and SLTPD, as established by Community Corrections Partnership Implementation plan.

- b. During the term of each Community Corrections Partnership approved Fiscal year budget, PPD and SLTPD shall be able to have staff attend program or operations related trainings. Authorization by Chief Probation Officer is required prior to attendance. Reimbursement, in accordance with El Dorado County Travel Policy D-1, will consist of actual cost of registration, tuition, materials, meals and travel related costs (hotel and mileage), but shall not include salary.

2. Payment.

- a. Upon completion of each enforcement operation PPD and SLTPD will submit an invoice, due and payable within forty five (45) days following receipt and verification by EDCPD, defining the date, hours and list of personnel (name, rank, and salary step) involved in operation to the EDCPB. Using the published salary rates listed on Exhibit “A” City of Placerville and Exhibit “B” City of South Lake Tahoe, only base hourly rate or overtime rates, exclusive of benefits, associated with the specific operation will be claimable. EDCPD will verify each invoice before submitting it to the Chief Administrative Office for reimbursement through the Community Corrections Partnership funding.
- b. Upon completion of training, PPD and SLTPD will submit an invoice, due and payable within forty five (45) days following receipt and verification by EDCPD, defining the name or nature of training, date, hours and list of personnel that attended training and attach all applicable receipts. EDCPD will verify each invoice before submitting it to the Chief Administrative Office for reimbursement through the Community Corrections Partnership funding.

The Not to Exceed amount of this MOU shall coincide with the Local Law Enforcement Enhancement amount as stated in each Fiscal Years AB109 Budget Approved by the CCP executive committee.

FY 14/15, \$50,000 approved by the CCP on 6/25/14.

FY 15/16, \$50,000 approved by the CCP on 6/29/15.

FY 16/17, \$50,000 approved by the CCP on 6/22/16.

FY 17/18, \$50,000 approved by the CCP on 4/18/17.

Funding for this agreement is approved by the Community Corrections Partnership (CCP) Executive Committee on an annual basis. Should the CCP Executive Committee, during the course of a given year for financial reasons reduce, or order a reduction, in the funding for services provided under this agreement, pursuant to this paragraph, this agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Except as herein amended, all other parts and sections of that Memorandum of Understanding #172-M1510 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Memorandum of Understanding #172-M1510 on the dates indicated below.

PLACERVILLE POLICE DEPARTMENT

By: _____ Dated: _____
James Ortega, Chief of Police
Placerville Police Department

SOUTH LAKE TAHOE POLICE DEPARTMENT

By: _____ Dated: _____
Brian Uhler, Chief of Police
South Lake Tahoe Police Department

COUNTY OF EL DORADO
PROBATION DEPARTMENT

By: _____ Dated: _____
Brian Richart
Chief Probation Officer

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE

By: _____ Dated: _____
Laura Schwartz
Chief Budget Officer

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk