

ORIGINAL

MEMORANDUM OF UNDERSTANDING

EDSO Dispatch Services 1900-0700 Monday through Sunday, for PPD

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the County of El Dorado, herein referred to as El Dorado County Sheriff's Office (EDSO), and the City of Placerville, herein referred to as Placerville Police Department (PPD).

RECITALS

WHEREAS, PPD requires assistance in providing dispatch services Monday through Sunday, 7 days a week, during the hours of 1900-0700 for a period of time, likely 5 to 7 months; and

WHEREAS, EDSO is willing and able to provide such services under the terms and conditions set forth in this Agreement; and

WHEREAS, PPD acknowledges that EDSO has certain limitations in providing Dispatch Services that include but are not limited to the following: EDSO Central Dispatch does not have access to location call history, but PPD officers do have access to mobile Computer – Aided Dispatch (CAD) and can look up history if desired, statistical tracking will be simulated in the PPD CAD by manual entry each morning by a PPD dispatcher; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

NOW, THEREFORE, it is mutually agreed between the parties as follows:

ARTICLE I

Scope of Services: This MOU defines the roles and responsibilities of EDSO and PPD in regards to EDSO providing night time Dispatch Services for PPD.

EDSO is responsible for providing Dispatch services as set forth herein and subject to the limitations herein for the PPD 1900-0700 Monday through Sunday, 7 days a week for the term of this Agreement. The coverage provided by EDSO will be 911, non-emergency lines and radio. There will be no messaging or silent dispatch between EDSO Central Dispatch and PPD units.

The parties further agree that at each shift change the following actions will need to be taken:

- PPD - Non-emergency lines forwarded to 295#s at Central or returned back to PPD.
- PPD will supply the Case number to use next or last case number issued
- PPD - Transfer the CLETS printer
- PPD - At 1900 PPD will call EDSO and have them create calls for service for each active or pending call on the board. Close all calls. EDSO will Call PPD and have PPD create calls for service for each active or pending call on the board at 0700.
- EDSO - 911 call routing switch will be activated or deactivated.
- EDSO will send an electronic report of all PPD CFS calls sent to designated email by 0630.
- Both EDSO and PPD Briefing information compiled and shared. A shift briefing should occur at each shift change. The method used to conduct the shift briefings and the content will be determined by Central dispatchers and PPD sergeants.

EDSO Central Dispatch will maintain all Calls For Services (CFS) data and audio recordings for discovery and California Public Records Act (PRA) requests. (Audio is retained 12 months, CFS data is indefinitely). EDSO Central Dispatch's CAD system will maintain Geographic (GEO) tables for Placerville. Calls for Service (CFS) locations should be valid in nearly all cases. Landmarks and common names may not present a valid address.

It is further understood by and between the parties that some Call Type, Nature Codes, and other table entries may not match PPD in every case. In such event, the nearest match as determined in the sole discretion of EDSO will be used. Case numbers will be issued consecutively from the number provided by PPD at 1900 hours each day.

EDSO records division will assist PPD with California Law Enforcement Telecommunications System (CLETS) entries through instruction. EDSO records division will run DMV checks, Registration and Warrants upon request. EDSO records division will monitor CLETS printing as needed

PPD will supply reference material as needed to support patrol inquiries or special procedures. Ideally, this will be one or more electronic files that will be keyword searchable

ARTICLE II

Term: This Agreement shall become effective on January 1, 2018, and shall expire on July 31, 2018, unless terminated earlier, pursuant to the provisions under the Article titled "Termination" herein.

ARTICLE III

Compensation: Reimbursement to EDSO for night time Dispatch services shall be \$43.34 per hour, plus a \$5.63 per hour administration fee, for a total hourly rate of \$48.97. EDSO is only charging PPD for overtime incurred. Payable 30 days in arrears. EDSO Chief Fiscal Officer will send a monthly invoice detailing the EDSO hours worked.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Termination: Either party may terminate this MOU upon ten (10) days written notice to the other. Either party may terminate immediately if financial interest or conflict of interest is discovered to exist in regards to this MOU.

ARTICLE VI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Both parties attest that they have no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. EDSO and PPD represent that they are unaware of any financial or economic interest of any public officer or employee relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled "Termination."

ARTICLE VII

Administrator: The County Officer or employee with responsibility for administering this MOU on behalf of EDSO is Captain Bryan Golmitz, EDSO, or successor.

The PPD employee with responsibility for administering this MOU on behalf of PPD is Lieutenant Kim Nida, or successor.

ARTICLE VIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Article IX

Mutual Indemnity: To the fullest extent of the law, PPD shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the PPD's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, except for the sole or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of PPD to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

To the fullest extent of the law, the County shall defend, indemnify, and hold PPD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of injuries to or death of any person, excluding PPD employees acting pursuant to this Agreement, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the County's activities or performance hereunder, regardless of the existence or degree of fault or negligence on the part of PPD, except for the sole or active negligence of PPD, its officers and employees, or as expressly provided by statute. This duty of the County to indemnify and save PPD harmless includes the duties to defend set forth in California Civil Code Section 2778."

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  _____
Kim Nida
Commander,
Placerville Police Department

Dated: 2/28/18

By:  _____
Bryan Golmitz
Captain,
El Dorado County Sheriff's Office

Dated: 3/1/18

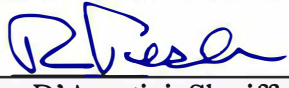
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

PLACERVILLE POLICE DEPARTMENT

By: 
James M. Ortega, Chief of Police

Dated: 2/27/2018

EL DORADO COUNTY SHERIFF'S OFFICE

By: 
John D'Agostini, Sheriff
FOR THE SHERIFF

Dated: 3-5-18

COUNTY OF EL DORADO

Dated: 2/13/2018
By: 

**Chairman
Board of Supervisors**

ATTEST:

Dated: 2/13/2018

By: 
Clerk of the
Board of Supervisors

CITY OF PLACERVILLE

Dated: March 6, 2018

By: Wendy Thomas
Mayor

ATTEST:

Dated: MAR 06, 2018

By: Regina O'Connell
City Clerk

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