

Placerville Police Department Memorandum of Understanding #7398

South Lake Tahoe Police Department Memorandum of Understanding #7399

Managing the Effects of Public Safety Realignment Enforcement Operations Program Funded through Community Corrections Partnership

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), entered into this _____ day of _____, 2023, 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 (“CCP”).

WHEREAS, it is necessary and desirable that PPD and SLTPD, working in participation with EDCPD, be retained for the purpose of performing certain 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 CCP in the plan for realignment.

WHEREAS, EDCPD has agreed to facilitate the reimbursement to PPD and SLTPD for services under this MOU through such Partnership;

NOW, THEREFORE, it is hereby agreed by the Parties hereto as follows:

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

During the term of each CCP approved fiscal year budget, PPD and SLTPD may provide specific enforcement and support operations directed toward the realigned population, both within city limits and in unincorporated areas of El Dorado County. These enforcement operations will be provided on a base hourly regular or overtime rate for regular full-time or Reserve officers, as staffing levels allow.

PPD and SLTPD salary schedules as published will be used for determining claimable program staff. Enforcement operations shall occur four (4) times, minimally, per MOU term. These enforcement operations are to be funded as long as approved in advance by EDCPD and will include, but are not limited to:

- a. Sweeps/clean-ups in specific “target areas” frequented by the realigned population as identified by either EDCPD or the respective local police agency. Assisting EDCPD with individual visitations to the realigned population that have been assessed to have a high risk of recidivism.
- b. Completing special investigations in cooperation with EDCPD, focused on the realigned population who are suspected of new criminal law violations and/or in non-compliance with terms and conditions of supervision.
- c. Joint operation funding when dealing with target areas.

- d. Enforcement of ordinances frequently violated by the realigned population.
- e. Temporary housing specifically pertaining to the realigned population.
- f. Enforcement operations provided by the South Lake Tahoe Police Department Homeless Liaison Officer (AKA: STACS Officer).
- g. Activities pertaining to Tahoe Coalition for Homeless, specifically pertaining to the realigned population.
- h. Alternative enforcement activity.

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 Post Release Community Supervision (PRCS) and/or Mandatory Community Supervision (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+- to PPD and SLTPD, as established by CCP Implementation plan.

During the term of each CCP approved fiscal year budget, PPD and SLTPD shall be able to have staff attend program or operations related trainings. Authorization by the 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**

Upon completion of each enforcement operation PPD and SLTPD will submit an invoice to the EDCPD, 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 the operation. Using the published salary rates for City of Placerville, and City of South Lake Tahoe, only base hourly rate or overtime rates, exclusive of benefits, associated with the specific operation will be claimable. Invoices shall be mailed to County at the following address:

County of El Dorado
Probation Department - Fiscal
3974 Durock Rd, Ste. 205
Shingle Springs, CA 95682

or emailed to pb-fiscal-m@edcgov.us

EDCPD will verify each invoice before submitting it to the Chief Administrative Office for reimbursement through the CCP funding.

The annual maximum amount of reimbursement provided under this MOU shall not exceed the Local Law Enforcement Enhancement amount as stated in the AB109 Budget approved by the CCP each year.

Funding for this agreement is approved by the 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.

3. Statistical Reporting

The parties hereto agree to meet on a quarterly basis during the term of this MOU to collaborate on the progress of the Managing the Effects of Public Safety Realignment Enforcements. PPD and SLTPD shall make available to EDCPD statistical information resulting from Managing the Effects of Public Safety Realignment Enforcements. This information shall include, but not be limited to, burglary and theft statistics, calls for service relating to transient offenders, and calls for service relating to the targeted treatment areas. Furthermore, the parties agree to share all information gained under the Managing the Effects of Public Safety Realignment Enforcements that is mutually beneficial to share from a public safety standpoint. At the end of the operational year, the PPD, SLTPD, and EDCPD will collaborate on a report to the CCP detailing activities and success of the program.

4. Alteration of Memorandum of Understanding

This MOU is entire and contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

5. Records

a. **Access** PPD and SLTPD agree to provide to EDCPD, to any Federal or State department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice; access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this MOU; and to evaluate the quality, appropriateness, and timeliness of services performed; for a period of at least three (3) years from the termination date of this MOU, or until audit findings are resolved; whichever is greater.

b. **Retention** EDCPD shall maintain and preserve in its possession all records relating to this MOU for a period of at least three (3) years from the termination date of this MOU, or until audit findings are resolved, whichever is greater.

6. Compliance with Applicable Laws

All services to be performed by PPD, SLTPD, and EDCPD pursuant to this MOU shall be performed in accordance with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations.

7. Term of the Agreement

Subject to compliance with the terms and conditions of this MOU, the term of this MOU shall be upon final execution through June 30, 2023. Commencing July 1, 2023 and each July 1 thereafter, the term of this MOU shall be renewed automatically for one year beyond its then expiration date contingent upon CCP Executive Committee approval, CCP budget and funding

approval, and El Dorado County Board of Supervisors approval of the CCP budget for that fiscal year.

8. Contract Administrator

The County Officer or employee with responsibility for administering this MOU is Brian Richart, Chief Probation Officer, Probation Department, or successor.

9. Counterparts

This MOU may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

10. Electronic Signatures

Each party agrees that the signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

11. Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year last written below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

PLACERVILLE POLICE DEPARTMENT

By: _____
Joseph Wren
Chief of Police

Dated: _____

SOUTH LAKE TAHOE POLICE DEPARTMENT

By: _____
David Stevenson
Chief of Police

Dated: _____