

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDDING, THROUGH THE  
REDDING POLICE DEPARTMENT AND THE COUNTY OF SHASTA, THROUGH THE  
SHASTA COUNTY SHERIFF'S OFFICE FOR AB109 REALIGNMENT COMPLIANCE OPERATIONS

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This Memorandum of Understanding ("MOU") is entered into between the County of Shasta, a political subdivision of the State of California, through its Sheriff's Office ("County") and the City of Redding, a municipal corporation, through its Redding Police Department ("City"), collectively the "Parties" or singularly "Party", for the purpose of facilitating cooperative public safety realignment compliance operations undertaken within the scope of the Shasta County Public Safety Realignment Plan ("Plan") and to facilitate reimbursement to the City for eligible expenses incurred within the budget as established in the Plan and in this MOU.

I. Obligations of City

- a. In furtherance of the Plan and to provide Compliance Operations, the City shall provide a full-time sworn police investigator assigned to Assembly Bill 109 (AB109) Compliance Operations, or in lieu of a full-time investigator if staffing does not allow assignment, the City may assign sworn police officers and or investigators, to perform AB109 Compliance Operations with the compliance team on an overtime basis. The City shall schedule Compliance Operations personnel in such a manner that will allow Operations to be conducted for the full fiscal year. City staffing numbers and levels may be modified and mutually agreed based on future year Plans and funding levels, as approved by the Community Corrections Partnership Executive Committee and the Shasta County Board of Supervisors, without formal amendment to this MOU.
- b. For purposes of this MOU, AB109 Compliance Operations are defined as:
  1. AB109 Compliance Operations are defined as a multi-agency operations where participating agencies agree to take part in regular compliance checks on subjects who are on county probation, Post Release Community Supervision, Mandatory Supervision, state parole, and all other forms of alternative custody or other programs related to AB109. Both Parties agree to apprehend subjects who have violated the terms of their probation supervision, parole, or terms of custody and to initiate new cases on crimes observed during the course of their duties. Both Parties agree to work closely with allied agencies with the goal of ensuring compliance regarding these programs.
- c. The City shall maintain and share AB109 Compliance Operations statistics and shall routinely, at least monthly, share those statistics with the County AB109 Crime Analyst for inclusion in overall County AB109 statistics.

- d. The City shall be responsible for all costs, not otherwise specified as reimbursable under this MOU, associated with the City's AB109 Compliance Operations.

## II. Obligations of County

- a. In furtherance of the Plan and to provide Compliance Operations, the County shall provide two part-time deputy sheriffs, and a part-time deputy sergeant to AB109 Compliance Operations. In lieu of assignment of the preceding specified sworn staff, if staffing does not allow such assignment, the County may assign sworn deputy sheriff(s), deputy sheriff investigator(s), and/or deputy sheriff sergeant(s) staff to perform AB109 Compliance Operations with the compliance team as needed on an overtime basis. County staffing numbers and levels may be modified based on future year Plans and funding levels, as approved by the Community Corrections Partnership Executive Committee and the Shasta County Board of Supervisors, without formal amendment to this MOU.
- b. The County shall additionally provide support staff consisting of one AB109 Crime Analyst and, as funding allows, Sheriff's Records support staff. Support staff numbers and levels may be modified based on future year Plans and funding levels, as approved by the Community Corrections Partnership Executive Committee and the Shasta County Board of Supervisors, without formal amendment to this MOU
- c. The County shall reimburse the City as prescribed in Sections III and IV of this MOU and shall monitor the outcomes achieved by the City.

## III. Compensation

- a. City shall be paid for actual costs incurred for the Salaries and Benefits of staff performing AB109 Compliance Operations not to exceed the fiscal year budget amount presented to and approved by the Community Corrections Partnership Executive Committee (CCPEC) and subsequently approved by the Shasta County Board of Supervisors (BOS) in any County fiscal year. The CCPEC and BOS approved amount for fiscal year 2016-17 is \$172,927. Actual future year amounts may increase or decrease based on the recommendations of the CCPEC and the BOS adopted budgets in those future years.
- b. In no event shall the maximum amount payable to City under this MOU exceed \$172,927 for fiscal year 2016-17.
- c. In no event shall the maximum amount payable to City under this MOU exceed the amount approved by the CCPEC and the BOS for Compliance Operations provided by City for fiscal year 2017-18.
- d. In no event shall the maximum amount payable to City under this MOU exceed the amount approved by the CCPEC and the Shasta County Board of Supervisors for Compliance Operations provided by City for fiscal year 2018-19.

- e. For purposes of this MOU, the County fiscal year begins on July 1 and ends June 30.

#### IV. Billing and Payment

- a. City shall submit no less frequently than quarterly, to the County's Sheriff's Office Accounting Unit, an invoice of expenditures for the salary and benefits of officers assigned to and working Compliance Team operations. Sufficient documentation, such as payroll records for expended AB109 Compliance Operation salaries and benefits and functional timecards or other appropriate timecard data showing assignment to AB109 Compliance Operations, shall be attached to any such invoice and shall with specificity show the actual expenditures during the period for which reimbursement is requested; additionally, statistical reports shall have been filed with the County's Sheriff's Office Crime Analyst as required under Section I.c. for the periods claimed.
- b. Should County, or the state or federal government, disallow any amount claimed by City, City shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

#### V. Term and Termination

- a. This MOU shall be deemed effective July 1, 2016 and shall expire June 30, 2019, unless terminated earlier as provided herein.
- b. If either Party materially fails to perform its obligations or duties under this MOU, then the other Party shall have the right to terminate its participation in this MOU for cause effective immediately upon giving written notice thereof to the other Party and the County Community Corrections Partnership Executive Committee. If notice of termination for cause is given by a Party and it is later determined that there was no default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph d. of this section.
- c. County may terminate this MOU immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- d. Either Party may terminate its participation in this MOU without cause on 30 days written notice to the other Party and the County Community Corrections Partnership Executive Committee.
- e. County's right to terminate this MOU may be exercised by the County Board of Supervisors, the County Executive Officer or his/her designee, or the Shasta County Sheriff or his/her designee. City's right to terminate this MOU may be exercised by the City Mayor, the City Manager or his/her designee, or the Chief of Police or his/her designee.

- f. If this MOU is terminated, City shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

#### VI. Indemnification

- a. The Parties shall indemnify each other, and each Parties elected officials, officers, employees, agents, and volunteers against any and all claims, suits, actions, costs, expenses (including reasonable attorney's fees of the Parties County Counsel or City Attorney respectively), damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property being damaged, as the result of the performance of this MOU, but only in proportion to and to the extent such injury, including death or property being damaged, are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officials, officers, employees, agents, and volunteers. Furthermore, and notwithstanding the foregoing, each Party shall, at its own expense, defend itself, and bear the costs of that defense, in any suit or action founded upon the negligent or intentional acts or omissions of that Party or its elected officials, officers, employees, agents, and volunteers as the result of the performance of this MOU. This provision shall survive the expiration or termination of this MOU.

#### VII. Insurance

- a. Each Party shall secure and maintain in full force and effect during the full term of this MOU commercial general liability insurance, or participate in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of not less than \$1 million combined single limit bodily injury and property damage. Insurance policies shall be written by carriers reasonably satisfactory to each Party. On request, each Party shall provide the other Party a certificate evidencing the insurance requirements of this provision.
- b. Each Party shall secure and maintain in full force and effect during the full term of this MOU required Workers' Compensation and Employer's Liability Insurance for their respective employees. Insurance policies shall be written by carriers reasonably satisfactory to each Party. On request, each Party shall provide the other Party a certificate evidencing the insurance requirements of this provision.

#### VIII. Access to Records; Records Retention

- a. Each Party will maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed pursuant to this MOU and shall maintain such records for current plus five fiscal years, except where longer retention is required by federal or state law.

IX. Notices

- a. Any notice required or permitted pursuant to this MOU shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by certified or registered mail, postage prepaid, two days after the date of mailing.

If to County:                      Shasta County Sheriff  
   300 Park Marina Cir  
   Redding, CA 96001  
   530-245-6165

If to City:                              Redding Police Chief  
   777 Cypress Ave  
   Redding, CA 96001  
   530-225-4200

With Copy to:                      Chief Probation Officer  
   Chairman CCPEC  
   2684 Radio Ln  
   Redding, CA 96001  
   530-245-6200

X. Severability

- a. If any portion of this MOU or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance or City ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

XI. Confidentiality

- a. During the term of this MOU, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the days and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this MOU and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

CITY OF REDDING

\_\_\_\_\_  
Pam Giacomini, Chairman  
Board of Supervisors  
County of Shasta  
State of California

\_\_\_\_\_  
Missy McArthur, Mayor  
City of Redding

\_\_\_\_\_  
11/15/16  
Date:

\_\_\_\_\_  
Date:

ATTEST:

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Pamela M. J. J.  
Redding City Clerk

By: \_\_\_\_\_  
Deputy

Approved as to Form:

\_\_\_\_\_  
Barry E. DeWalt, City Attorney

Approved as to form:

RUBIN E. CRUSE, JR  
County Counsel

\_\_\_\_\_  
10/28/16  
By: Adam M. Pressman  
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: \_\_\_\_\_  
10/28/16  
James Johnson, Risk Management Analyst I