

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SHASTA AND
CITY OF REDDING FOR A COMMUNITY PROSECUTOR PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the City of REDDING, California, ("CITY") and the County of SHASTA, California ("COUNTY"), hereinafter collectively called "MUNICIPALITIES."

WHEREAS, the COUNTY, through the Shasta County District Attorney's Office ("DISTRICT ATTORNEY") proposes to operate a Community Prosecutor Program to solve problems, ensure public safety and enhance the quality of life; and

WHEREAS, CITY desires to obtain said Community Prosecutor Program services for the improvement of CITY;

NOW, THEREFORE, in consideration of the provisions of this MOU, both CITY and COUNTY agree as follows:

A. Scope of Services

The duties of the Community Prosecutor Program shall include:

1. The DISTRICT ATTORNEY agrees to be the primary office responsible for criminal prosecution of CITY and COUNTY codes and ordinances. The DISTRICT ATTORNEY'S designated community prosecutor will work collaboratively with the CITY and COUNTY to prosecute individuals for violation of CITY and COUNTY codes and ordinances and state laws, including quality of life violations such as, but not limited to, those involving chronic offenders, trespassing, and theft. This MOU is contingent on CITY amending its Municipal Code to authorize the DISTRICT ATTORNEY to prosecute violations of CITY codes and ordinances pursuant to an MOU or other agreement between the COUNTY and CITY.
 - a. Said services are limited to offenses occurring during the time frame of the MOU, unless otherwise agreed upon in writing between the parties. The Shasta County District Attorney is authorized to execute such an agreement on behalf of the DISTRICT ATTORNEY and COUNTY.
2. The DISTRICT ATTORNEY'S designated community prosecutor will familiarize himself or herself with all relevant MUNICIPALITIES' codes and ordinances.

Approved 1-16-18

C-7555

3. MUNICIPALITIES' community priorities as established by their governing bodies will be provided to the DISTRICT ATTORNEY's designated community prosecutor and shall be considered in determining priorities and efforts.
 - a. In no way may these priorities or any provision in this MOU interfere with the DISTRICT ATTORNEY's prosecutorial discretion.
 - b. MUNICIPALITIES recognize that the DISTRICT ATTORNEY'S decision to take action on any particular case or matter lies solely within the DISTRICT ATTORNEY'S discretion and must be consistent with the law including, but not limited to, criminal law, laws of evidence, criminal procedure and ethical responsibilities. Nothing in this MOU requires the DISTRICT ATTORNEY to prosecute any case or matter that may be referred to the DISTRICT ATTORNEY.
4. The DISTRICT ATTORNEY will meet periodically with CITY and COUNTY officials to assess the performance of the Community Prosecutor Program and discuss possible adjustments and/or amendments to this MOU.

B. Term

1. The initial term of this MOU shall commence as of the last date it has been signed by both Parties and shall remain in effect through June 30, 2019.
2. The MOU may be extended for one year by mutual written agreement of CITY and COUNTY. Any such extension shall be contingent upon the DISTRICT ATTORNEY receiving funding in the amount of \$100,000 from the CITY and \$100,000 from the COUNTY for the Community Prosecutor Program. In the event that the aforementioned funds are not appropriated for this MOU, then this MOU shall end as of June 30, 2019.
3. This MOU may be terminated by either Party after giving the other party sixty days written notice of termination.
4. Any obligation of the DISTRICT ATTORNEY under the terms of this MOU will end upon termination of the MOU.

C. Funding

1. Funding for the initial term of the Community Prosecutor Program under this MOU shall come from \$225,000 in donations received in 2017 from third parties to the COUNTY.

2. Funding for the second year of the Community Prosecutor Program under this MOU shall be based on \$100,000 received from the CITY and \$100,000 received from the COUNTY for the Community Prosecutor Program, unless some other source of funding is provided that is acceptable to both COUNTY and CITY

D. Indemnification

1. To the fullest extent permitted by law, each party shall defend, indemnify and hold the other party, its governing body, officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this MOU. It is the intent of the parties hereto that, where negligence or fault is determined to have been contributory, the principles of comparative fault will be followed and each party shall bear the proportionate costs of any loss, damage, expense and liability attributable to a finding of that party's negligence or the fault of that party.
2. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
3. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
4. The provisions of this Paragraph shall survive the expiration or termination of this MOU.

E. Insurance

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

F. Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter. No changes, amendments, or alterations to this MOU shall be effective unless in writing and signed by both Parties.

G. Notice

1. Notice to DISTRICT ATTORNEY:

Shasta County District Attorney
1355 West Street
Redding, CA 96001

2. Notice to CITY OF REDDING:

City of Redding; attention City Manager
777 Cypress Ave.
Redding, CA 96001

3. Notice to COUNTY OF SHASTA:

County of Shasta
Attention County Executive Officer
1450 Court St., Suite 308A
Redding, CA 96001

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF SHASTA

Date: _____

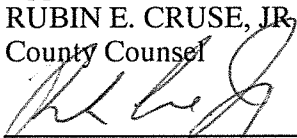
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

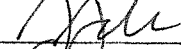
LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel


By: Rubin E. Cruse, Jr.

RISK MANAGEMENT APPROVAL

BY: 
James Johnson
Risk Management Analyst

CITY OF REDDING

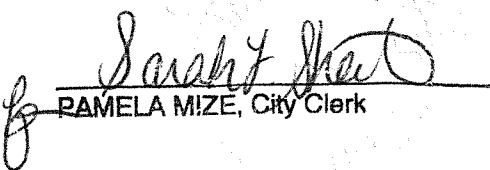
Date: 1-24-18

By: 
BARRY TIPPIN, CITY MANAGER

Approved as to form:
BARRY DEWALT
City Attorney


By: Barry DeWalt

ATTEST:


PAMELA MIZE, City Clerk