

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, AND THE CITY OF DAVIS, REGARDING THE COURT LIAISON OFFICE PROGRAM**

#### **I. RECITALS**

1. The parties to this Memorandum of Understanding are the Cities of West Sacramento, Woodland and Davis.
2. Each of the parties has a desire to improve efficiency and reduce costs with court appearances for peace officers and other law enforcement personnel.
3. As all of the associated parties to this M.O.U. are within the boundaries of the County of Yolo, and therefore appear in Yolo County courts, the parties recognize that a collaborative effort would yield maximum efficiency.
4. The parties agree that two-.5 FTE employees employed by one agency working for the common benefit of all parties to this M.O.U., pursuant to the terms and conditions of the M.O.U. is desirable.
5. Except where expressly provided to the contrary in this M.O.U. it is the intent of the parties to benefit equally and share costs and liability on an equal basis.

#### **II. COURT LIAISON OFFICE**

The City of West Sacramento agrees to employ two individuals, each on a .5 FTE basis in the position of Court Liaison Officer. A copy of the classification description and salary & benefit schedule for this position is attached as Exhibits "A" & "B".

The two .5 FTE positions will be under the general direction of the Chief of Police of the City of West Sacramento (CPWS). The CPWS will coordinate the duties and assignments of the Court Liaison Officers with the Chief Law Enforcement Officers (CLEO) in the agencies which are party to this M.O.U. The CPWS may assign a Court Liaison Officer to work under the immediate direction of one of the CLEOs.

The parties agree that the Court Liaison Officer is an employee of the City of West Sacramento and, as such, is subject to the City of West Sacramento Personnel Rules, practices, and procedures. Enforcing these rules and policies is the responsibility of the CPWS. However, the CPWS agrees to consult with all of the CLEO's regarding any relevant matters.

### **III. WORKING ENVIRONMENT**

Primary working stations for the Court Liaison Offices will be at the Yolo County Courthouse. All supplies and office equipment will be coordinated by the CPWS. However, each of the CLEO's will provide a working space for the Court Liaison Officer as needed. The space will have a desk, telephone, and any necessary office supplies.

### **IV. WORKERS COMPENSATION**

All of the parties to this M.O.U. are members of the Yolo County Public Agency Risk Management Insurance Authority which provides workers compensation coverage. The parties agree that any costs and/or liability incurred as a result of a workers compensation injury by Court Liaison Offices will be shared equally among those parties who are members of YCPARMIA. This includes the equal distribution of all costs incurred for the purpose of premium calculations.

### **v. GENERAL LIABILITY**

All of the parties to this M.O.U. are members of the Yolo County Public Agency Risk Management Insurance Authority which provides general liability coverage. The parties agree that any costs and/or liability incurred as a result of general liability by Court Liaison Officers will be shared equally among those parties who are members of YCPARMIA. This includes the equal distribution of all costs incurred for the purpose of premium calculations.

### **VI. COST AND PAYMENT**

The estimated cost of the two-.5FTE positions is established by the salary range and benefits for the classification of Court Liaison Officer with the City of West Sacramento. The actual cost will vary depending upon the salary step of the individuals hired, PERS rates, workers compensation rates, etc. The City of West Sacramento will invoice each member agency in January and July of each year. The invoice will be itemized and cover a preceding six-month period. All personnel costs and any related costs incurred by the Court Liaison Officers will be included on the invoice.

Payment to the City of West Sacramento by a party to this M.O.U. may be offset by cost incurred by the party for the Court Liaison Officer. Documentation of these costs must be provided. If such offsets occur, the City of West Sacramento will adjust the next billing invoice accordingly.

The parties agree that any individual party expenditure for the Court Liaison Officer program exceeding \$1,000 must be approved by all parties prior to the expenditure.

**VII. CONFLICT RESOLUTION**

In the event that a conflict develops between one or more parties regarding the interpretation of this M.O.U. or any other aspect of the Court Liaison Officer Program, it is agreed the matter will be brought forward for discussion at a meeting with all of the Chief Law Enforcement Officers who are party to this agreement. The majority decision by the Chief of Law Enforcement Officers will constitute the official resolution.

Any party disagreeing with this majority decision may submit to the city managers who are parties to this agreement. This shall be the sole and exclusive appeal from the majority decision of the Chief Law Enforcement Officers. The decision of this panel shall be final and binding. The parties waive any right to file suit against one another for any claim or dispute arising under this M.O.U.

**VIII TERMINATION**

Any party may, at its sole election, choose to terminate its participation in the Court Liaison Officer Program under this M.O.U. provided , however, it first gives six months' written notice to all other parties of its intent to do so.

**CITY OF WEST SACRAMENTO**

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

Title: \_\_\_\_\_

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

**CITY OF DAVIS**

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

Title: \_\_\_\_\_

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

**CITY OF WOODLAND**

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

Title: \_\_\_\_\_

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