

**Memorandum of Understanding (MOU) between the
Sonoma County Sheriff's Office (SHERIFF) and
Sonoma County Regional Parks (PARKS) (collectively the Parties)
to establish Dedicated Sheriff's County Regional Parks Unit**

RECITALS

WHEREAS, PARKS has a desire to establish a dedicated County Regional Parks Unit to conduct law enforcement services within its Regional Parks;

WHEREAS, the SHERIFF has the ability to establish a County Regional Parks Unit to assist PARKS with the provision of law enforcement services at Regional Parks;

WHEREAS, Parks has a desire to contract with the Sheriff for the services described in this Memorandum of Understanding (MOU) and shall reimburse Sheriff for all costs related to the services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SCOPE OF SERVICES/ HOURS OF OPERATION

- A. SHERIFF shall establish a dedicated County Regional Parks Unit within the Sheriff's Office consisting of one (1) sergeant and four (4) deputies (County Regional Parks Unit) to provide law enforcement activities within Sonoma County Regional Parks (County Parks), which include all land or water owned, leased, managed, or controlled by Sonoma County Regional Parks. The County Regional Parks Unit's primary assignment and responsibilities shall be to provide and coordinate dedicated law enforcement and patrol services within County Parks.
- B. The County Regional Parks Unit's normal work hours are specified in the Sheriff's County Regional Parks Unit Operations Plan, attached as Exhibit A. Either party may request changes to service levels described in Exhibit A, , to address specific needs or changed circumstances. PARKS understands that there will not be an automatic backfill at overtime costs for sick or vacation related absences unless requested by PARKS and approved by the SHERIFF.
- C. PARKS shall reimburse SHERIFF for all costs related to hiring, training, and fully equipping law enforcement personnel to provide law enforcement services. Such costs are identified in Exhibit B. SHERIFF will work with PARKS to mitigate vehicle costs, by transferring existing vehicles where possible. Assets such as vehicles and radios paid for by PARKS shall remain property of PARKS upon termination of this MOU.
- D. SHERIFF will provide all additional necessary equipment and training for the effective operation of the County Regional Parks Unit.
- E. PARKS reserves the right to request staffing above the scheduled hours listed in Exhibit A. If additional patrol coverage is needed beyond the agreed-upon hours, PARKS may request those

services from SHERIFF. The provision of additional services is at the sole discretion of SHERIFF, and if provided, PARKS shall pay SHERIFF for those services, in accordance with the Budget set forth in Exhibit B of this MOU.

- F. Leave policies - In the event SHERIFF employees assigned to provide services to PARKS under this MOU are placed on administrative leave or are injured while in the performance of their duties (making them eligible for benefits under Labor Code 4850), the employee will remain assigned to PARKS and his/her salary time will be charged to PARKS for no more than thirty (30) days. After thirty (30) days, if the SHERIFF employee requires additional time off work, he/she will be temporarily transferred from the County Regional Parks Unit to the Sheriff's Office and no longer be charged to PARKS. SHERIFF will work with PARKS to temporarily assign a replacement SHERIFF employee to fill the vacancy. If three or more such SHERIFF employees are on administrative leave or 4850 leave at any one time in excess of thirty (30) days each, then the PARTIES shall negotiate a cost sharing agreement in good faith.

- G. Location - PARKS intends to make substations and report writing areas available to County Regional Parks Unit staff at various PARKS locations throughout the County. PARTIES shall meet to discuss technology and operational requirements and expectations for the County Regional Parks Unit's operational location.

II. PAYMENT

PARKS shall pay SHERIFF for the actual services provided by the County Regional Parks Unit in accordance with the Budget set forth in EXHIBIT-B of this MOU. Rates are subject to increase as determined by sheriff's actual costs, approved in the annual budget by the Board of Supervisors for each fiscal year. As set forth in the Budget attached as Exhibit B, overtime shall be charged for emergency County Regional Parks Unit related services provided by SHERIFF outside of the County Regional Parks Unit's normal work hours specified in Paragraph 1.B. above, such as a campground altercation at closing or requested additional services and/or special assignments requested by PARKS. PARKS acknowledges SHERIFF personnel are entitled to overtime, per the approved labor agreement, when any event exceeds the employee's regular work schedule.

On a monthly basis, SHERIFF shall provide PARKS with an itemized statement and invoice for all services actually performed and associated costs incurred during the identified time period included in the invoice. The monthly invoice will include by line-item detail and roll-up by category with the following information: annual budget, monthly charges, year to date in total dollars, and year to date in percentage. PARKS shall pay SHERIFF the amount due within 30 days after receipt of such invoices.

III. TERM

Either party may terminate this MOU by providing the other party no less than one year written notice in advance of the termination date. PARTIES shall work together to develop a transition plan to ensure continuity of services and potential placement of County Regional Parks Unit staff. In the event of termination, all capital expenditures and property purchased by PARKS shall remain the property of PARKS.

IV. SHERIFF COUNTY REGIONAL PARKS UNIT DUTIES

- A. The County Regional Parks Unit shall provide dedicated law enforcement and patrol services within County Parks. The County Regional Parks Unit shall provide routine patrols and a general law enforcement presence in County Parks to deter criminal behavior. Examples include general preventative patrols, response to in-progress crimes, field interviews, investigations, issuance of criminal citations, preparation of reports, and general traffic enforcement responsibilities. No duties provided by SHERIFF staff under this MOU shall differ or conflict with policies, rules, regulations, and expectations of the Sheriff's Office. Should an unforeseen conflict exist, PARTIES will meet to address and resolve the conflict.
- B. The County Regional Parks Unit Sergeant shall coordinate patrols, staffing levels, and logistics with PARK'S Principal (Chief) Park Ranger. County Regional Parks Unit deputies will coordinate on a daily basis with the Sergeant, Supervising Park Rangers, and operations staff. County Regional Parks Unit shall respond to requests for service from Principal Park Ranger, Park Rangers, and PARK staff as soon as possible.
- C. The County Regional Parks Unit is expected to review PARKS written Park Ranger policies which outlines the scope and responsibilities of park rangers' duties.
- D. The County Regional Parks Unit will be requested to attend park ranger in-service training annually and may be requested to provide specific trainings based on their expertise and approval from the SHERIFF.
- E. County Regional Parks Unit shall maintain and report crime statistics within County Parks as requested by the Principal Park Ranger or PARK management.
The County Regional Parks Unit shall complete crime reports consistent with the requirements under existing SHERIFF policies and procedures. The County Regional Parks Unit shall make reports available, to the extent allowed by laws and regulations, to PARKS Rangers. The County Regional Parks Unit agrees to maintain consistent communication with PARKS to evaluate and prevent incidents within Parks jurisdiction. Anonymized, statistical data from SHERIFF'S Records Management System (RMS) shall be provided on a monthly basis to allow for evaluation of the overall County Regional Parks Unit program. PARKS may request County Regional Parks Unit staff to track additional measurables if data provided by RMS is limited.
- F. SHERIFF retains discretion to order County Regional Parks Unit Deputies to other locations outside the park boundaries if deemed necessary for the immediate health, safety, and welfare of residents. SHERIFF will report to PARKS the dates and times these situations occur.
- G. PARKS anticipates that there will be situations in which County Regional Parks Unit staffing is unavailable due to sick leave, vacation and other approved leaves. In these instances, PARKS understands there will be less County Regional Parks Unit staffing and backfilling with overtime or other staff will not be provided unless otherwise requested by PARKS. If requested by PARKS, extra deputy staffing or backfilling will be provided at the agreed upon overtime rate. If service is unavailable due to a major incident or lack of filled County Regional Parks Unit staff positions, PARKS shall receive

credits for lack of service that can be utilized at a later time as agreed upon by the SHERIFF and PARKS.

- H. SHERIFF will work with PARKS during the County Regional Parks Unit hiring or assignment process to ensure that the County Regional Parks Unit assignments align with the culture and philosophy of PARKS. The SHERIFF will provide PARKS with a list of qualified candidates and PARKS will have the opportunity to make the final selection from the list provided by SHERIFF.
- I. Requests for transfer and replacement of a specific County Regional Parks Unit Deputy or Deputies can be made by PARKS, but final decisions rest with SHERIFF.
- J. County Regional Parks Unit Sergeant and Deputies are employees of SHERIFF, under the direction and control of SHERIFF, not acting as agents of PARKS. SHERIFF is responsible for workers' compensation, long-term leave, salaries, benefits, and working conditions. SHERIFF is responsible for all applicable insurance required for the County Regional Parks Unit.

V. PARK RANGER STATUS

- K. Park Ranger Philosophy: The Department vision of the Regional Parks Park Ranger is one of community engagement, physical presence, outreach and visibility on trails within Sonoma County Regional Parks. The park ranger should be a steward of the environment and an expert on the geography and recreational opportunities within the Regional Parks. They should provide a welcoming environment that provides safety through presence and the ability to respond to medical emergencies. Park rangers should have the ability to enforce rules and regulations, write administrative and parking citations and rely on response from local law enforcement through contract or MOU to enforce illegal activities.
- L. PARKS shall provide to the County Regional Parks Unit staff current versions of PARKS employee policy manuals that are relevant to this MOU. This manual will outline the scope and responsibilities of each job class's duties.

VI. GENERAL TERMS

- M. This MOU can only be amended by the express written consent of the PARTIES.
- N. No Third-Party Beneficiaries: Nothing contained in this MOU shall be construed to create any rights in third parties and no obligation in this MOU may be relied upon, asserted by, or enforced by any third party.
- O. This MOU may be executed in one or more counterparts.

Signature page

EXHIBIT A
Sheriff's County Regional Parks Unit Operations Plan

Schedule:

Shift Timing: Daily from 1:00 p.m. to 11:00 p.m. (Times can be adjusted based on calls for service)
Scheduled Shifts/Work Days: (2) Sunday to Wednesday and (2) Wednesday to Saturday, with Wednesday overlapping for trainings and meetings.

(1-Sergeant) - Wednesday to Saturday or Sunday to Wednesday. Sergeant may adjust schedule as needed to attend meetings, trainings, and to execute duties most effectively and efficiently.

For the time periods not covered by regularly scheduled County Regional Parks Unit shifts, general law enforcement services shall be provided by the responsible law enforcement agency in whose jurisdiction the specific PARKS property is located.

Patrol Zones/Assignments:

Coast/River:

Focus on Coast with River overlap.

Report to Doran.

River/Coast:

Focus on River with Coast overlap.

Report to El Molino/HVMB.

Mountain Valley(MV)/River:

Focus on MV with River overlap.

Report to Spring Lake Park.

Note: River includes Joe Rodota Trail (JRT) patrol.

Deputy Assignments:

Deputy 1 (Coast/River):

Sunday to Wednesday.

Deputy 2 (River/Coast):

Wednesday to Saturday.

Deputy 3 (MV/River):

Sunday to Wednesday.

Deputy 4 (MV/River):

Wednesday to Saturday.

Sergeant Assignment:

Sgt. 1 (MV/River/Coast/JRT):

Wednesday to Saturday.

Responsibilities:

Deputies:

- Provide dedicated law enforcement, community-oriented policing, and patrol services within County Parks.
- Conduct regular patrols in designated zones during assigned shifts.
- Maintain visibility and general law enforcement presence in assigned areas to deter criminal behavior.
- Enforce applicable laws on PARKS properties.
- Perform field interviews, investigations, issuance of criminal citations, arrests, preparation of reports, and general traffic enforcement responsibilities as necessary.
- Respond to calls for service, emergencies, in-progress crimes, and incidents within assigned zones. Investigate suspicious activities, safety hazards, or maintenance issues encountered during patrols.
- Coordinate with other law enforcement agencies and park personnel as necessary.
- Attend trainings and meetings as scheduled, including overlapping Wednesday sessions.

Sergeant:

- Fill in patrol coverage gaps as needed.
- Supervise Deputy activities and provide guidance/support as required.
- Handle administrative duties related to patrol activities, including reviewing reports, completing the necessary documentation, responding to complaints, and attending meetings/community events.
- Coordinate with the Principal Park Ranger to ensure effective patrol coverage and address any specific patrol needs or priorities.
- Regularly communicate with Deputies regarding patrol assignments, priorities, and any changes to the schedule or duties.
- Implement a community-oriented policing philosophy.
- Handle citizen's complaints.

Note:

Wednesday shifts are overlapping for trainings and meetings, ensuring continuous coverage while allowing for necessary staff development and coordination.

Exhibit B

Sheriff's Office Parks Enforcement Cost Estimates						
OPTION 4						
Patrol	Account	Description		FY 24-25 Ongoing Costs	FY 24-25 One time Costs	FY 24-25 Total Costs
1 FTE Sergeant / 4 FTE Deps Adv Post						
	50101-50501	Perm Salaries and Benefits		\$ 1,477,030		
		Sgt	\$ 325,457			
		Dep	\$ 1,151,574			
	50112	Overtime - <i>to be charged upon request by Parks for special projects / events</i>		\$ -	\$ -	
		Dep Hourly OT Rate: \$124.77 plus 32.5% overhead rate				
		Sgt Hourly OT Rate: \$141.24 plus 32.5% overhead rate				
	50115-50119	Non Perm Position Salaries		\$ 93,898		
	50503	Non Perm Position Benefits		\$ 61,725		
		Total Salary & Benefits		\$ 1,632,653	\$ -	\$ 1,632,653
	51601	Training - new hire POST Certified			\$ 25,000	
	51601	Training - annual POST certified		\$ 10,000		
	51901	ISD Telephone Line Charge		\$ 627		
	51902	Data Line Usage		\$ 232		
	51904	ISD Computer Baseline		\$ 14,553		
	51909	Telecommunication Wireless Service		\$ 2,100		
	51922	County Car Annual Leased Vehicle Costs - <i>costs captured in Parks budget</i>		\$ -		
	51922	County Car - 3 Dodge Chargers - <i>costs captured in Parks budget</i>			\$ -	
	52021	Uniform/Clothing - <i>annual equip & uniform allowance</i>		\$ 5,355		
	52021	Uniform/Clothing - <i>new hire</i>			\$ 16,626	
	52101	Ammunition		\$ 7,925		
	52141	Equipment - new hire:				
		Body Worn Camera			\$ 9,430	
		Taser & holster/battery			\$ 17,245	
		Portable Radio & 2 Batteries - <i>costs captured in Parks budget</i>			\$ -	
		Dept issued handgun			\$ 2,550	
		Dept issued shotgun			\$ 3,019	
		Riot Helmets/Carrier			\$ 839	
		Gas mask & pouch			\$ 2,267	
		Services & Supplies		\$ 40,792	\$ 76,976	\$ 117,768
		Net Cost		\$ 1,673,445	\$ 76,976	\$ 1,750,421
		Overhead Rate		32.50%	32.50%	32.50%
		Overhead Rate applied to S&B		\$ 530,612	\$ -	\$ 530,612
		Total Overhead Costs		\$ 530,612	\$ -	\$ 530,612
		TOTAL PARKS COST		\$ 2,204,057	\$ 76,976	\$ 2,281,033

Additional assignments may be requested on an overtime basis. Such requests shall be approved in writing and reimbursed based on actual costs incurred.