



**CITY OF ELK GROVE
CITY COUNCIL STAFF REPORT**

AGENDA TITLE: Consider a resolution dispensing with the formal request for proposal procedures pursuant to Elk Grove Municipal Code Chapter 3.42.140(B)(3) and authorizing the City Manager to execute an agreement with the Sacramento County District Attorney’s Office for a Community Prosecution Program for a total amount not to exceed \$1,074,000, or other such amount as may be directed by the City Council, through June 30, 2026

MEETING DATE: June 14, 2023

PREPARED BY: Tamara Lopez, Management Analyst

DEPARTMENT HEAD: Robert Davis, Chief of Police

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution dispensing with the formal request for proposal procedures pursuant to Elk Grove Municipal Code Chapter 3.42.140(B)(3) and authorizing the City Manager to execute an agreement with the Sacramento County District Attorney’s Office for a Community Prosecution Program for a total amount not to exceed \$1,074,000 through June 30, 2026.

BACKGROUND INFORMATION:

The Sacramento County District Attorney’s Office (DA) operates a Community Prosecution Program to solve problems, ensure public safety, address nuisances, and enhance the quality of life in areas where Community Prosecutors are assigned. The program focuses on targeted areas and involves a long-term proactive partnership between the DA, law enforcement, the community, and public and private organizations. Community Prosecutors work with the assigned community to prevent crime

rather than react to crimes after they occur. Rather than focusing solely on individual cases, the program takes a broader approach targeting public safety problems that negatively impact the quality of life in the assigned community.

DISCUSSION:

The City desires to obtain the DA's Community Prosecution Program services as an additional resource for the Elk Grove community. The City's participation in the program will provide a full-time Community Prosecutor to serve the jurisdictional boundaries of the City of Elk Grove. The following list contains some of the duties that will be assigned to the Community Prosecutor.

- Attend meetings of community organizations.
- Distribute surveys to the community to identify and address quality of life issues.
- Meet with community members, City staff, and law enforcement personnel at regular sessions of community groups.
- Engage in proactive outreach to support youth in the community, with an emphasis on supporting youth that may be experiencing a heightened vulnerability for and/or exposure to problem behaviors, such as substance abuse, school failure, and juvenile delinquency.
- Attend regular meetings of public and private organizations.
- Coordinate with the City Attorney's Office for optimal enforcement plans.
- Monitor the filing and prosecution of significant impact cases affecting the City.
- Educate community members on victim/witness assistance program services available through the DA's office.
- Work with City personnel and regional law enforcement to devise strategies to eliminate community problems.
- Work with City officials to address quality of life issues such as chronic inebriates, illegal camping and homelessness, drug use and addiction, loiterers, and other issues negatively impacting the Elk Grove community.

Surrounding cities engaging in the Community Prosecution Program with the Sacramento County DA's office have been highly satisfied with the partnership. Many of the services relate directly to prosecution within Sacramento County and can only be provided by Sacramento County's District Attorneys.

Elk Grove Municipal Code Section 3.42.140(B)(3) states the City Council may dispense with the formal request for proposals procedure for professional services when, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City.

For the reasons listed above, it is the opinion of staff that a formal request for proposals process will not be in the best interest of the City and the expenditures of time and money to complete the formal process will not result in an outcome more advantageous to the City. Staff therefore recommends that the City Council authorize the City Manager to execute a three-year agreement with the County of Sacramento for the Community Prosecution Program. The City will reimburse the County of Sacramento for the salary and benefits for the full time Community Prosecutor in an amount not to exceed \$358,000 per year for a total not to exceed of \$1,074,000.

FISCAL IMPACT:

The first-year cost of the three-year agreement will be funded with Wilton Rancheria Casino funds (Fund 246) and is assumed in the proposed FY 2023-24 budget, while Measure E (Fund 109) is proposed to fund the remaining two years.

ATTACHMENTS:

1. Resolution
2. Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
DISPENSING WITH THE FORMAL REQUEST FOR PROPOSAL PROCEDURES
PURSUANT TO ELK GROVE MUNICIPAL CODE CHAPTER 3.42.140(B)(3) AND
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE
SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE FOR A COMMUNITY
PROSECUTION PROGRAM FOR A TOTAL AMOUNT NOT TO EXCEED \$1,074,000
THROUGH JUNE 30, 2026**

WHEREAS, the Sacramento County District Attorney's Office (DA) operates a Community Prosecution Program to solve problems, ensure public safety, address nuisances, and enhance quality of life in areas where a Community Prosecutor is assigned; and

WHEREAS, the Community Prosecution Program focuses on targeted areas and involves a long-term proactive partnership between the DA, law enforcement, the community, and public and private organizations; and

WHEREAS, many of the services provided by the Community Prosecution Program relate directly to prosecutions within Sacramento County and can typically only be provided by attorneys within the Sacramento County's District Attorney's office; and

WHEREAS, the City desires to obtain the DA's Community Prosecution Program services as a resource for the Elk Grove community; and

WHEREAS, pursuant to Elk Grove Municipal Code Sections 3.42.140(B)(3), the City Council may dispense with the formal request for proposals procedure when, in the judgment of the City Council, compliance with the procedure is not in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove finds that a formal request for proposals process is not in the best interest of the City and dispenses with the formal request for proposals procedure, and hereby authorizes the City Manager to:

1. Execute a three-year agreement with the Sacramento County District Attorney's Office, in substantially the form presented, for a Community Prosecution Program in an amount not to exceed \$1,074,000 through June 30, 2026; and
2. Amend or revise the agreement as reasonably necessary to implement the Community Prosecution Program in the City of Elk Grove and/or respond to any revisions to the agreement made in conjunction with the Sacramento County Board of Supervisors' approval of the Agreement, all subject to approval as to form by the City Attorney, provided, however that any such amendments or revisions not increase the total not-to-exceed amount of the Agreement approved by this resolution.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 14th day of June 2023

BOBBIE SINGH-ALLEN, MAYOR of the
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

JASON LINDGREN, CITY CLERK

JONATHAN P. HOBBS,
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN SACRAMENTO COUNTY DISTRICT
ATTORNEY'S OFFICE AND THE CITY OF ELK GROVE
FOR COMMUNITY PROSECUTION PROGRAM SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____, 2023 by and between the City of Elk Grove, a California municipal corporation, hereinafter called "CITY," and the County of Sacramento, California, District Attorney's Office hereinafter called "DISTRICT ATTORNEY."

WHEREAS, DISTRICT ATTORNEY operates a Community Prosecution Program to solve problems, ensure public safety, address nuisances, and enhance quality of life; and

WHEREAS, DISTRICT ATTORNEY'S Community Prosecution Program focuses on targeted areas and involves a long-term proactive partnership between prosecutors, law enforcement, and community and public and private organizations; and

WHEREAS, CITY desires to obtain said Community Prosecution Program services as an additional resource for the City of Elk Grove;

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

A. SCOPE OF SERVICES.

DISTRICT ATTORNEY shall assign a full time Community Prosecutor to serve the jurisdictional boundaries of the City of Elk Grove. For the purposes of this MOU, full time shall mean that the Community Prosecutor shall work a forty-hour work week, excepting pre-approved vacation and holidays recognized by Sacramento County. In the event the assigned Community Prosecutor takes extended leave or otherwise separates from employment with DISTRICT ATTORNEY, the DISTRICT ATTORNEY shall assign another Community Prosecutor of equivalent skill level and experience to serve CITY full time during the assigned Community Prosecutor's absence. Unless otherwise agreed to by CITY and DISTRICT ATTORNEY, should the assigned Community Prosecutor be absent more than four consecutive weeks, or more than six weeks in a six-month period, then DISTRICT ATTORNEY shall appoint another individual to serve as the CITY's full time Community Prosecutor.

DISTRICT ATTORNEY agrees that the addition of a Community Prosecutor serving the City of Elk Grove shall not affect existing service levels provided by the DISTRICT ATTORNEY to the City of Elk Grove, and the Community Prosecutor's work shall be focused primarily on, and in addition to, work not currently being performed for the City of Elk Grove by DISTRICT ATTORNEY.

The duties of the Community Prosecutor shall include, but are not limited to, the following:

1. The Community Prosecutor shall attend at least 12 meetings per year of community organizations to familiarize community members with the Community Prosecution Program, and distribute a survey intended to reveal public safety and quality of life problems and priorities.
2. Within the first month of the Effective Date of the Community Prosecutor shall prepare the survey and submit to CITY for review and approval prior to the survey being distributed. CITY and Community Prosecutor will collaborate on the preferred methods for distributing the survey. The Community Prosecutor shall evaluate data from problem identification surveys and formulate a priority list in collaboration with CITY for addressing identified issues; the data and priority list shall be provided to CITY. After completion of the initial survey, the Community Prosecutor shall, at least annually, distribute periodic informal surveys among community members to understand new or different public safety and quality of life issues, and to evaluate the success of the Community Prosecution Program. The form and manner of distribution of the surveys shall be approved by CITY, with all resulting data and analysis provided to CITY.
3. Within the first month of the Effective Date, and at least once annually thereafter, the Community Prosecutor shall attend a briefing for each shift of Elk Grove Police Department (“EGPD”) personnel to explain the role of the Community Prosecutor and the services offered by the Community Prosecution Program. Prior to attending the briefings, the Community Prosecutor shall coordinate scheduling with EGPD Command Staff (i.e., Police Chief, Assistant Police Chief, Captains, and Lieutenants), and the agenda to be presented at the briefings.
4. The Community Prosecutor shall meet with community members, City staff, including, but not limited to, EGPD and Code Enforcement personnel, other regional law enforcement personnel, and the Chief’s Advisory Board (“CAB”) at regular sessions of community groups or at discussion sessions organized by the Community Prosecutor. The Community Prosecutor and Problem-Oriented Police (“POP”) Officers, and other personnel as assigned by CITY, will meeting with community groups to present survey results and solicit ideas and concerns for ultimate strategies to address the issues identified in the survey.
5. The Community Prosecutor shall proactively engage in outreach and other activities to support youth in the City of Elk Grove, with an emphasis on supporting youth that may be experiencing a heightened vulnerability for and/or exposure to problem behaviors, such as substance abuse, school failure, and juvenile delinquency; these activities shall include, but are not limited to, developing an annual Youth Academy in collaboration with the County and City, and providing support to enhance the City’s juvenile misdemeanor diversion program.
6. Attend regular meetings of public and private organizations, and neighborhood and business associations in the service area.
7. The Community Prosecutor shall coordinate with the City Attorney’s office to strategize the optimal enforcement plan utilizing administrative, civil, and criminal enforcement options. The Community Prosecutor shall work with POP officers and community members and organizations to focus resources to solve the most significant and pressing problems.

8. In working with City personnel and the community to develop solutions, the Community Prosecutor will rely upon, pursue, and/or utilize the following, in addition to any other legal or equitable remedies available:
 - a. Criminal prosecution of felonies, misdemeanors and infractions;
 - b. Enforcement of CITY's Municipal Code;
 - c. Civil prosecution
 - d. Probation and parole violations
 - e. Informal meetings
 - f. Informal mediation
 - g. Resident mobilization
 - h. Commercial intervention
 - i. Suspension and/or termination of permits, licenses and other entitlements, as applicable
 - j. Local and state legislative process
 - k. Neighborhood accountability boards
 - l. Student attendance review boards
 - m. Juvenile prosecution and diversion
 - n. Referral to mediation centers
 - o. Referral to neighborhood coaching services
 - p. Community action
 - q. Landlord training

9. The Community Prosecutor shall monitor the filing and prosecution of significant "impact" cases affecting CITY, in addition to the Community Prosecutor's direct caseload managed for CITY issues. The Community Prosecutor shall attend all court appearances for matters the Community Prosecutor is prosecuting or otherwise pursuing pursuant to this MOU.

10. The Community Prosecutor shall educate community members on Victim/Witness Assistance Program services available through the District Attorney's Office and the State of California, and familiarize community members with the criminal justice process.

11. The Community Prosecutor shall discuss with EGPD POP officers and other CITY personnel legal issues that arise in the course of investigations, arrests, and searches in cases involving community problems. The Community Prosecutor shall consult with CITY personnel, regional law enforcement agencies, and City of Elk Grove community members to devise strategies to eliminate community problems. The Community Prosecutor shall strengthen relationships between CITY, public and private agencies, and community members to focus resources on identified community issues.

12. The Community Prosecutor shall work with CITY officials to provide reinforcement when dealing with recalcitrant landlords, prosecute cases of significant community interest, and work with the community to address quality of life issues such as chronic inebriates, illegal camping and homelessness, drug use and addiction, panhandlers, loiterers, unlawful sales of alcohol, tobacco and other

substances, prostitution, graffiti vandals, and other issues negatively impacting the City of Elk Grove.

13. The Community Prosecutor shall present and facilitate community forums throughout the community to address issues such as domestic violence, unlawful sexual conduct, corporal punishment and gang activity, and pursue enforcement action to prevent or otherwise address such conduct.

B. TERM AND TERMINATION.

- a. This MOU shall be effective on July 1, 2023 (“Effective Date”), and shall remain in effect for the three-year period ending June 30, 2026 unless terminated by either party.
- b. Either party may terminate this MOU, with or without cause, by providing written notice to the other party at least thirty (30) calendar days in advance of such termination. In the event of termination, DISTRICT ATTORNEY shall invoice CITY for a reimbursement of costs, pursuant to Section D (Reimbursement) on a prorated basis through the termination date.
- c. Upon expiration or termination of this MOU, DISTRICT ATTORNEY shall continue to diligently prosecute, through conclusion, any matters pending before any court of law.

C. QUALIFICATIONS OF THE COMMUNITY PROSECUTOR.

DISTRICT ATTORNEY agrees to assign a Community Prosecutor to perform the services provided for under this MOU who meets or exceeds the following criteria:

- a. Licensed as an attorney, and in good standing, with the California State Bar Association for a minimum of seven (7) years;
- b. Worked as a criminal prosecutor in a district attorney’s office, or equivalent, with increasing responsibility for a minimum of seven (7) years;
- c. Holds the position of a level Principal Criminal Attorney or greater with DISTRICT ATTORNEY;
- d. Maintains a valid license to operate a motor vehicle issued by the California Department of Motor Vehicles; and
- e. Shall work under the supervision of licensed attorneys employed by DISTRICT ATTORNEY.

DISTRICT ATTORNEY agrees that services provided under this MOU shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which DISTRICT ATTORNEY and its employees are engaged. Except as expressly required by law, DISTRICT ATTORNEY shall not, either during or after the term of this MOU, make public any reports or articles, or disclose to any third party any information, confidential or otherwise, relative to the work of CITY or the operations or procedures of CITY without the prior written consent of CITY. DISTRICT ATTORNEY further agrees that it shall not, during the term of this MOU, take any action that would affect its impartiality or professionalism due to CITY whether perceived or actual.

DISTRICT ATTORNEY shall make every reasonable effort to maintain the stability and

continuity of DISTRICT ATTORNEY's staff assigned to perform the services required under this MOU. DISTRICT ATTORNEY shall notify CITY of any changes in DISTRICT ATTORNEY's staff to be assigned to perform the services required under this MOU. In the event CITY is dissatisfied with the performance of the assigned Community Prosecutor, CITY and DISTRICT ATTORNEY shall meet to review CITY's concerns. If the concerns cannot be adequately addressed to CITY's satisfaction, DISTRICT ATTORNEY agrees to assign another individual to the Community Prosecutor position under this MOU.

D. ANNUAL REPORT.

On or about March 30 of each year of this MOU, Community Prosecutor shall prepare a report for the City summarizing the work performed under this MOU during the previous 12 month period (March 1 – February 28; except for the first year, the reporting period shall be July 1 – February 28):

- a. The community meetings attended by the Community Prosecutor, including the date, time, and name(s) of the meeting organizer(s);
- b. The number of cases handled and the method in which they were resolved or otherwise initiated in accordance with Section A (Scope of Services), subsection 7 of this MOU;
- c. The case number and disposition of all cases filed and/or pending with a court; and
- d. Other information as reasonably requested by EGPD.

E. INDEPENDENT ENTITY.

- a. It is understood and agreed that DISTRICT ATTORNEY (including DISTRICT ATTORNEY'S employees) is an independent entity, and that no relationship of employer-employee exists between the parties hereto.
- b. DISTRICT ATTORNEY's assigned personnel shall not be entitled to any benefits payable to employees of CITY.
- c. CITY is not required to make any deductions or withholdings from the compensation payable to DISTRICT ATTORNEY under the provisions of the MOU and is not required to issue W-2 Forms for income and employment tax purposes for any of DISTRICT ATTORNEY's assigned personnel.
- d. DISTRICT ATTORNEY, in the performance of its obligation hereunder, is only subject to the control or direction of CITY as to the designation of tasks to be performed and the results to be accomplished.
- e. Any third-party person(s) employed by DISTRICT ATTORNEY shall be entirely and exclusively under the direction, supervision, and control of DISTRICT ATTORNEY.
- f. DISTRICT ATTORNEY hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this MOU.

F. REIMBURSEMENT.

- a. In consideration of the work to be performed herein and the terms of this MOU, CITY shall reimburse DISTRICT ATTORNEY for the actual salary and benefits, including vehicle and fuel costs ("Employment Cost") for the full

time Community Prosecutor in an amount not to exceed Three Hundred Fifty-Eight Thousand Dollars (\$358,000.00) per year.

- b. DISTRICT ATTORNEY shall invoice CITY quarterly. Each invoice shall include the name of the assigned Community Prosecutor, and/or their authorized substitute, the hours worked, and details demonstrating the Community Prosecutor's actual Employment Cost for the invoiced period. CITY shall pay undisputed invoices within 45 days after receipt.
- c. For any period of time in which a Community Prosecutor is not available to CITY on a full-time basis, DISTRICT ATTORNEY's invoice shall reflect a reduction in the reimbursement amount in direct proportion the reduction in hours.

G. INDEMNIFICATION.

- a. To the fullest extent permitted by law, CITY shall defend, indemnify and hold DISTRICT ATTORNEY, 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 or related to CITY's performance under this MOU.
- b. To the fullest extent permitted by law, DISTRICT ATTORNEY shall defend, indemnify and hold CITY, 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 or related to DISTRICT ATTORNEY's performance under this MOU.
- c. 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.
- d. 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.
- e. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
- f. The provisions of this Paragraph shall survive the expiration or termination of this MOU.

H. 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.

I. DISPUTES.

In the event of any dispute arising out of or relating to this MOU, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, DISTRICT ATTORNEY shall continue without delay to carry out all its responsibilities under this MOU unless the MOU is otherwise terminated in accordance with the Termination provisions herein.

J. CONFLICT OF INTEREST.

DISTRICT ATTORNEY certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this MOU. DISTRICT ATTORNEY agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this MOU. DISTRICT ATTORNEY further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

K. NOTICES.

DISTRICT ATTORNEY shall transmit invoices and any notices to CITY, with copy (excepting invoices) to City Attorney, as follows:

Elk Grove Police Department
Attn: Police Chief's Office
8380 Laguna Palms Way
Elk Grove, California 95758

City of Elk Grove
Attn: City Attorney's Office
8401 Laguna Palms Way
Elk Grove, California 95758

CITY shall transmit payments on invoiced amounts, and any notices required by this MOU to DISTRICT ATTORNEY as follows:

Sacramento County District Attorney
Attn: Chief Deputy District Attorney
901 G Street
Sacramento, CA 95814

L. AMENDMENTS, CHANGES OR MODIFICATIONS.

Amendments, changes or modifications in the terms of this MOU may be made at any time by mutual written agreement between the Parties hereto and shall be signed by the persons authorized to bind the Parties.

M. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this MOU.

N. EMPLOYMENT PRACTICES.

Each party, by execution of this MOU, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, marital status and/or any other protected classification in its employment practices and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

O. MISCELLANEOUS PROVISIONS.

- a. Venue. This MOU shall be deemed to be made in, and the rights and liabilities of the Parties, and the interpretation and construction of the MOU governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this MOU shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.
- b. Enforceability. If any term or provision of this MOU is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this MOU shall remain binding. The invalidity, illegality or unenforceability, of any provision of this MOU shall not render the other provisions invalid, illegal or unenforceable.
- c. Time: All times stated herein are of the essence.
- d. Construction and Interpretation: The parties agree and acknowledge that the provisions of this MOU have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this MOU and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this MOU shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this MOU.
- e. Waiver: The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this MOU shall not be deemed a waiver with respect to any subsequent default or other matter.
- f. No Third-Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to CITY and DISTRICT ATTORNEY. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third party. It is the express intent of CITY and DISTRICT ATTORNEY that any such person or entity, other than CITY and DISTRICT ATTORNEY, receiving benefits or services under this agreement shall be deemed as incidental beneficiary.
- g. Authority to Execute: The person or persons executing this MOU on behalf of the parties warrant and represent that they have the authority to execute this MOU on behalf of their agency and further warrant and represent that they have the authority to bind the parties to the performance of its obligations hereunder.
- h. Entire Agreement. This instrument constitutes the entire agreement between CITY and DISTRICT ATTORNEY concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of the parties here, the day and year first above written.

JASON BEHRMANN
City Manager
City of Elk Grove

THIEN HO
District Attorney
Sacramento County District Attorney's
Office

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jonathan P. Hobbs

JONATHAN P. HOBBS
City Attorney

BY: _____
Title: _____

ATTEST:

ATTEST:

JASON LINDGREN
City Clerk

BY: _____
Title: _____