



Board Agenda Item 29

DATE: January 10, 2017

TO: Board of Supervisors

SUBMITTED BY: Paul Nerland, Director of Human Resources

SUBJECT: Addendum to Memorandum of Understanding for Representation Unit 30 - Deputy District Attorneys

RECOMMENDED ACTION(S):

Approve the Addendum to Memorandum of Understanding (MOU) for Representation Unit 30 - Deputy District Attorneys, represented by the Fresno County Prosecutors Association, regarding a pay provision for the Officer Involved Shooting/In-Custody Death (OIS/ICD) Team.

Approval of the recommended action would authorize a pay provision within the Unit 30 MOU for a Deputy District Attorney IV/Senior to be compensated while assigned to the OIS/ICD Team effective as soon as practicable.

ALTERNATIVE ACTION(S):

If the Board were not to approve the recommended action, the MOU would remain unchanged.

FISCAL IMPACT:

Only one (1) Deputy District Attorney at a time may receive the additional pay. The recommended action would cost approximately \$13,000 through the end of the fiscal year, when the Addendum expires. Any retirement cost will depend on whether the additional pay is determined to be pensionable by the Fresno County Employees Retirement Association (FCERA).

DISCUSSION:

Law enforcement officers perform a vital and often dangerous job in our communities. Situations will occur where peace officers must use deadly force and we expect that such force will be used only when legally necessary and as prescribed by law. When officers use deadly force, the public has a right to expect a neutral and thorough examination of these incidents and that all parties be held legally accountable for their actions.

When there is an Officer Involved Shooting or an In-Custody Death, Deputy District Attorneys (DDA) from the DA's Office respond to the incident site to work with law enforcement officers and conduct their own independent investigation. The DA's Office will work alongside the investigating agency to ensure that the inquiry is conducted in a fair and professional manner that will serve the interests of justice, the community, the involved officers, those persons injured, and the families of those affected. The primary objective of this program is to accurately, thoroughly, and objectively investigate all relevant evidence and to determine the potential criminal liability, or lack thereof, of any party.

As such, County and Association representatives have met and conferred regarding a pay mechanism to compensate a DDA while serving within this capacity. Of note, assignments are at the discretion of the District

Attorney-Public Administrator and only one (1) Deputy District Attorney at the IV or Senior level may be assigned to the OIS/ICD Team per week. Additionally, this pay provision sunsets (i.e. terminates and become null and void) at the end of the current MOU on July 2, 2017.

ATTACHMENTS INCLUDED AND/OR ON FILE:

MOU Addendum

CAO ANALYST:

Samantha Buck