



TRI COUNTY COMMUNITY ADJUDICATION PROGRAM
2300 Veterans Memorial Parkway
Saginaw, Michigan 48601-1268

TEL: (989) 752-0800
FAX: (989) 752-1366
www.tricap.net

Memorandum of Agreement

- 1) This Agreement shall be effective on the last date of execution by either party.
- 2) The City of Saginaw, through its Saginaw City Police Department, shall provide law enforcement services to SMB Probation Center Inc., d/b/a TRICAP in the same manner and course it would any other individual or entity within its jurisdiction.
- 3) As of the date of this Agreement, TRICAP is located within the geographical boundaries and jurisdiction of the City of Saginaw and the Saginaw City Police Department. Its present address is 2300 Veterans Memorial Parkway, Saginaw, Michigan 48601.
- 4) The Saginaw Police Department shall investigate all reported criminal sex abuse complaints within TRICAP in the same manner and course it would for any other individual or entity within its jurisdiction. Any such investigation shall be conducted in accordance with applicable law, including standards under the Prison Rape Elimination Act, but only to the extent such laws and PREA standards apply to the Saginaw Police Department.
- 5) TRICAP agrees to produce any documentation, surveillance video, statements and unabated access to the facility for evidence procurement during the investigation of a sex abuse complaint that occurred in the facility.
- 6) TRICAP agrees to contact Saginaw County 911Dispatch in a timely manner to initiate a sex abuse investigation as a prompt investigation is needed to prevent the destruction of time sensitive evidence.
- 7) The parties acknowledge that the Saginaw Police Department is not the only law enforcement agency having jurisdiction in the City of Saginaw and may not be the agency investigating the complaint of criminal sexual abuse. In such instance, the City of Saginaw has no obligations under this Agreement.
- 8) TRICAP shall indemnify and hold harmless the City of Saginaw, the Saginaw Police Department, and their officers, employees, and agents, from any and all claims that arise as a result of the act or omission of TRICAP, or its officers, employees, or agents.
- 9) Either party may terminate this Agreement, for cause or convenience, upon thirty (30) days written notice to the other.

Dated: 10/24/22

By: Gary Davis
Gary Davis, Executive Director
TRICAP

Dated: 10/24/22

By: Timothy Morales
Timothy Morales, City Manager
City of Saginaw

