



CITY OF LODI COUNCIL COMMUNICATION

™

AGENDA TITLE: Adopt Resolution Authorizing the Chief of Police to enter into an Agreement with the City of Stockton to Participate in the Community Corrections Task Force, Accept AB 109 Funding for One Additional Police Officer Position, and Appropriate Funds (\$161,334)

MEETING DATE: November 21, 2012

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the Chief of Police to enter into an agreement with the City of Stockton to participate in the Community Corrections Task Force, accept AB 109 funding for one additional police officer position and appropriate funds (\$161,334).

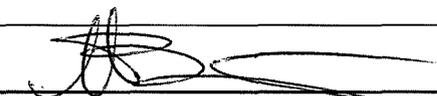
BACKGROUND INFORMATION: The purpose of California Assembly Bill 109 (Prison Realignment) is to reduce the state's prison population by shifting responsibility of certain felons to local government. Implementation of this bill began in October 2011, and has resulted in an increased number of offenders returning to local communities. Although new programming to help reduce recidivism is now being provided, Lodi and other cities in San Joaquin County have experienced an increase in crime. Reduced budgets, staffing shortages, and other challenges have impacted many local law enforcement agencies' ability to maintain public safety and cope with Realignment.

By law, Realignment is administered at the county level by a seven-member policy body known as the Community Corrections Partnership (CCP). San Joaquin County's CCP is chaired by the Chief Probation Officer and comprised of the Sheriff, District Attorney, Public Defender, Director of Behavioral Health, a representative of the Superior court, and a Police Chief. The CCP determines how Realignment money allocated from the State of California is utilized for local programs, with final approval by the Board of Supervisors. For FY 12-13, the CCP and the Board of Supervisors approved \$500,000 to fund a regional law enforcement task force that will focus on Realignment offenders in the communities of San Joaquin County.

Program Summary

Under the plan (Exhibit A), the Stockton Police Department will act as the host agency and be responsible for the day-to-day operation of the Task Force. Additional agency members are expected to include one Police Officer each from the Manteca, Tracy, and Lodi Police Departments, all of whom will be supported with Realignment funding. In addition but separate from Realignment funding, the San Joaquin County Probation Department will be providing one or more Probation Officers to the Task Force. The blend of Police Officers working in partnership with Probation Officers will significantly strengthen and enhance the effectiveness of the CCP Task Force.

APPROVED:


Konradt Bartlam, City Manager

Adopt Resolution Authorizing the City Manager to enter into an Agreement with the City of Stockton to Participate in the Community Corrections Task Force, Accept AB 109 Funding for One Additional Police Officer Position, and Appropriate Funds (\$161,334)

November 21, 2012

Page Two

The CCP Task Force will be flexible and able to respond to the needs of each community within the County. Its members will function both as a team that moves from one community to another, as well as individual officers who work within their home agencies. The CCP Task Force will work at the local level to reduce crime committed by AB 109 offenders, promote the work of Community Corrections Partnerships and support the premise of Realignment. It will be proactive and work to prevent crime before it occurs.

Although Realignment may eventually reduce recidivism, there is a profound and immediate need for additional law enforcement personnel who can help protect our communities as the implementation of AB 109 continues to unfold. The CCP Task Force will use Problem Oriented Policing (POP) strategies to address offenders who are wanted for new crimes, compliance violations, have a history of violence, are repeat offenders, or are at high risk of becoming repeat offenders.

To participate in the CCP Task Force, the City of Lodi will appoint one additional police officer after January 1, 2013, and enter a Memorandum of Understanding with the City of Stockton (Exhibit B).

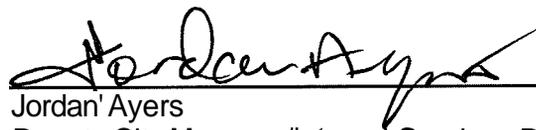
Financial Summary

San Joaquin County will distribute the \$500,000 allocation to the City of Stockton. The Board of Supervisors and Stockton City Council have already approved action to establish the CCP Task Force and transfer Realignment funds (Exhibit C). The City of Stockton will subcontract with other participating cities to reimburse program expenses. Expected costs of salary benefits (\$128,334), purchase of a police vehicle (\$27,000), and safety equipment (\$6,000) will be invoiced to the City of Stockton for reimbursement.

The CCP expects little variance in next year's allocation and will use its FY 12-13 formula when determining its FY 13-14 operating budget next spring. While adequate funding for FY 13-14 and beyond is expected, it is not guaranteed. Therefore, the Police Department is seeking other funding opportunities to support and expand Task Force in coming years.

FISCAL IMPACT: Personnel and capital costs will be reimbursed with AB 109 funding.

FUNDING AVAILABLE: AB 109 funds allocated to the City of Stockton from San Joaquin County (101045)


Jordan Ayers
Deputy City Manager/Internal Services Director


Mark Helms
Chief of Police

San Joaquin County Public Safety Realignment Year 2 Funding Requests

REQUEST FOR PROPOSALS PROCESS

All proposals must be received by Interim Chief Probation Officer Stephanie L. James no later than 5:00 p.m. on June 29, 2012. Proposals received after 5:00 p.m. on June 29, 2012 will not be considered by funding as part of the Year 2 Public Safety Realignment Plan.

Questions about this process should be directed to Interim Chief Stephanie L. James at (209) 468-4077 or sjames@sjgov.org.

Tentative Timeline for Year 2 Plan Development

June 13, 2012	Request for Proposals for Year 2 distributed at Full Partnership CCP Meeting
June 20, 2012	Executive Committee Meeting
June 29, 2012	Year 2 Funding Proposals due to Interim Chief James
July 6, 2012	Year 2 Funding Proposals submitted to Full Partnership CCP Members for review
July 11, 2012	Brief Presentations regarding Year 2 Funding Proposals at Full Partnership CCP Meeting
July 25, 2012	Executive Committee votes on funding proposals for Year 2 of Public Safety Realignment
August 8, 2012	Full Partnership CCP Meeting and Executive Committee votes on Public Safety Realignment Plan for Year 2
August 13, 2012	Board Letter Submitted
August 28, 2012	BOS meeting for approval of Public Safety Realignment Plan for Year 2

AGENCY INFORMATION

NAME OF AGENCY	
Police Departments of San Joaquin County	
NAME AND TITLE OF DAY-TO-DAY CONTACT	TELEPHONE NUMBER
Chief Mark Helms, Lodi Police Department	(209) 333-6725
E-MAIL ADDRESS	FAX NUMBER
mhelms@pd.lodi.gov	(209) 339-0422

SERVICE NEED AREA

Please describe the Service Need Areas this proposal covers: Public Safety

This proposal, submitted on behalf of the Police Chiefs of San Joaquin County, seeks an allocation of \$672,500 to establish a four-member law enforcement Task Force that will specifically address AB 109 offenders.

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison Realignment.

Funding will support one (1) Police Sergeant, three (3) Police Officers, overtime, vehicles, computers, and safety equipment. The amount represents just 4.5 percent of the CCP's total allocation for FY 12-13.

PROJECT DESCRIPTION

Describe the project that will be implemented with the realignment funds. List the components of the project. Explain how this project and its components will serve to reduce recidivism by implementing evidence based practices through a systems change approach. Include in the project description, the project steps, procedures, resources, and services that will be used as well as how organizational development, collaboration and evidence based principles will be addressed. (Note: this section may be no longer than 5 pages)

BACKGROUND

Each city in San Joaquin County has experienced significant revenue declines in recent years. The shortages have resulted in staffing reductions of historic proportion among our municipal police departments, which are responsible for providing front line law enforcement services in the incorporated areas.

The reductions and their effects are astounding. Sworn police staffing in the communities of Stockton and Manteca have slipped more than 25% and 30%, respectively; while Lodi has experienced a decrease of more than 10%. Tracy, Ripon, and Escalon have also been affected. As staffing has plummeted, crime is on the rise and quality of life is declining.

A law enforcement agency's first priority is to provide public safety services to members of its community. This includes the agency's duty to protect its people and their property by responding to emergency calls for service, enforcing laws, and investigating serious crimes. These are known as reactive functions, because they dedicate resources to incidents that have already occurred.

Once basic service levels are met, police agencies commit additional resources to specialized, proactive units that strive to prevent and suppress crime and disorder before it occurs. Examples include gang and narcotics enforcement units, crime suppression teams, fugitive apprehension details, traffic enforcement, and the like.

Proactive enforcement is arguably a police department's most effective means of reducing crime and protecting the quality of life, yet special teams and enforcement details are almost always the first to go when budgets are slashed. Unfortunately, these very important policing tools must simply give way so departments can continue providing basic services.

As police resources were declining, prison Realignment was implemented. The result was an increase in the number of offenders who returned to our communities and averted incarceration. While Realignment programming is providing hope for offenders to successfully break the recidivism cycle, many have declined the opportunity and chosen to continue committing crimes. Unfortunately, AB 109 and the CCP have not yet been able to provide funding so local law enforcement can address the issues. Thus, police departments are struggling to cope with the challenges and remain in desperate need of relief.

Each Police Chief in San Joaquin County can attest to the dramatic effects of the new law. We can share many experiences of concerns brought forward by community members, business owners, local elected officials, and our own officers. Along with our colleagues throughout the state, we support the premise of Realignment and are optimistic that recidivism rates will decline as a result of the CCP's efforts. We also remain committed to work closely with our criminal justice partners to ensure the success of Realignment. Nevertheless, there is a profound and immediate need for additional law enforcement personnel who can help protect our communities as the implementation of AB 109 continues to unfold.

PROJECT DESCRIPTION

Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Three (3) Police Officers
- One or more San Joaquin County Probation Officers (not funded by this proposal)

Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities. Appropriate supervision is essential, especially for high-profile law enforcement operations such as this.

Three (3) Police Officers will be employed by individual Police Departments of San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will employ those personnel for full time assignment to the Task Force. Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department has committed to providing one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation. The blend of Probation Officers working in collaboration with Police Officers will significantly enhance the effectiveness of the Task Force.

Command and Control

The host agency will be responsible for the day to day operation of the Task Force. The Task Force supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the police manager will report to the Police Chief member of the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

Mission and Scope

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison Realignment.

The Task Force will focus on problematic realignment offenders, including those who are:

- Wanted for a compliance violation and/or a new crime
- Have a history of violence
- Have been deemed a repeat offender
- Have been deemed at high risk of becoming a repeat offender.

The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model. Activity and deployment strategies will include:

- Utilizing crime analysis data, offender data, and other information to prioritize work and ensure deployment practices and activities are conducted effectively and efficiently.
- Conducting frequent offender compliance checks, especially during weekends and evening hours.
- Initiate contact and become familiar with offenders recently released from custody.
- Actively searching for wanted persons, especially those identified as serious or habitual offenders or who are likely to commit new crimes.
- Working closely with patrol, investigations, and various special enforcement units in the area to gather, analyze, and exchange criminal intelligence information.
- Frequently deploy to community "hot spots" and other areas where offenders are likely to gather and crime often occurs.

- Working closely with the Probation Department and other agency partners to encourage offenders to comply with the terms of their release, participate in vast programming opportunities, and avoid committing new offenses.
- Serving as an individual and collective resource that can help educate members of each law enforcement agency on the purpose and intent of Realignment.
- Work a flexible schedule which may include various evenings, nights, weekends, and holidays. This is necessary to provide attention to offenders when Probation Officers and other personnel are not at work.

Deployment

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire county and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the employer agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

Interagency Agreements

Similar to other existing task forces, each participating agency may be asked to enter a written operational agreement.

Implementation Schedule

Following approvals by the CCP Executive Board and San Joaquin County Board of Supervisors, participating agencies intend to have the Task Force operational on or before October 1, 2012.

PROJECT EVALUATION

Describe the evaluation goals of your proposal and the approach you will use to evaluate the overall success of the project. List the outcomes that will be tracked to measure the effectiveness of the proposed project. Describe plans for any comparisons that will be made as part of the research. Describe the data that will be collected related to the proposal. Describe how the evaluation results will be documented.

The project should be evaluated on data and information that can be quantified and qualified. The Task Force will accept input from CCP members to help establish comprehensive evaluation criteria.

PROPOSED BUDGET

A. BUDGET LINE ITEM TOTALS: Complete the following table, **using whole numbers**, for the realignment funds. Please verify total funds requested as columns and rows do not auto-calculate.

Proposed Budget Line Items	Total
1. Salaries and Benefits	537,500
2. Services and Supplies	█
3. Professional Services	█
4. CBO Contracts	█
5. Administrative Costs	█
6. Fixed Assets/Equipment	135,000
7. Data Collection/Program Evaluation	█
8. Other	█
TOTAL	672,500

Note: All budget amounts are estimated. Actual personnel and equipment costs vary by agency and will be determined at a later date. While actual line item amounts may adjust due to increases or decreases, the Total Requested Allocation in FY 12/13 will not exceed \$672,500.

B. BUDGET LINE ITEM DETAILS: Provide narrative detail in each category below to sufficiently explain how the grant and local match funds will be used based on the requested funds in the above table. Match funds may be expended in any line item and are to be identified as to their respective dollar amounts, and source of the match. Cash Match includes cash spent for project related costs.

1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)

1 Police Sergeant (\$200,000 a year/9 months)	\$150,000
3 Police Officers (3 x \$150,000 a year/9 months)	337,500
Task Force Overtime (court appearances, emergencies, over normal shift)	<u>50,000</u>
<i>Salaries and Benefits Subtotal</i>	<i>\$537,500</i>

2. SERVICES AND SUPPLIES (e.g., office supplies and training costs)

Services and Supplies will be provided by the participating agencies as an in-kind match.

3. PROFESSIONAL SERVICES: (e.g., consultative services - include name of consultants or providers)

None

4. COMMUNITY-BASED ORGANIZATIONS (e.g., detail of services - provide name of CBO)

None

5. ADMINISTRATIVE OVERHEAD: Indicate percentage and methodology for calculation.

All administrative overhead, including office space, will be an in-kind responsibility of the participating agencies.

6. FIXED ASSETS (e.g., computers and other office equipment necessary to perform project activities)

Emergency vehicles (3 x \$30,000 each)	\$90,000
Computers (4 x \$2,500 each)	10,000
Cell Phone Service	3,000
Radio Equipment (mobile and portable)	20,000
Safety Equipment (weapons, ballistic vests, etc.)	<u>12,000</u>
<i>Fixed Assets/Equipment Subtotal</i>	<i>\$135,000</i>

7. DATA COLLECTION/PROGRAM EVALUATION (e.g., programming services, data analysis, evaluator, materials, subscription to web survey)

As an in-kind match, the host agency will collect and compile data which may include:

- Number of arrests, by various category
- Number of compliance searches, by category
- Number of contacts
- Part 1 crimes
- Other relevant information.

8. OTHER (e.g., travel expenses)

None

MEMORANDUM OF UNDERSTANDING

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

I. OVERVIEW

This Memorandum of Understanding (MOU) establishes the Community Corrections Partnership Task Force (Task Force) as a joint, cooperative, and equal effort between the Cities of Stockton, Lodi, Manteca and Tracy and San Joaquin County, through its Probation Department. Additionally, this MOU formalizes relations among participating agencies for policy, guidance, and planning, in order to maximize interagency cooperation and create a close-knit and cooperative unit, capable of addressing the local impact of Assembly Bill 109, referred to as Prison Realignment.

II. MISSION

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership (CCP); and
- Supporting the concept of prison realignment.

III. GOALS

- A. To reduce crimes committed by repeat offenders who have been returned to the community as a result of the State's implementation of AB 109.
- B. To implement a specific Problem Oriented Policing model and focus on those repeat offenders who are wanted for new crimes or have a history of violence.
- C. To focus on problematic realignment offenders, including those who:
 - Are wanted for a compliance violation and/or a new crime
 - Have a history of violence
 - Have been deemed a repeat offender
 - Have been deemed at high risk of becoming a repeat offender.
- D. The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model for activity and deployment strategies.

IV. TASK FORCE ORGANIZATION

A. Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Two (2) or more Police Officers
- One or more San Joaquin County Probation Officers

B. Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities.

Two (2) or more Police Officers employed by individual Police Departments within San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will provide personnel for full time assignment to the Task Force.

Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or on an ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department will provide one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation.

C. Command and Control

The Stockton Police Department will be responsible for the day to day operation of the Task Force. The Task Force Supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the Police Department manager will report to the Police Chief's representative on the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

V. REIMBURSEMENT

The Stockton Police Department will be responsible for coordinating reimbursement between the Task Force and San Joaquin County. All participating agencies will be responsible for submitting an invoice to the City of Stockton on a not less than a quarterly basis requesting reimbursement for services rendered under this MOU. Invoices shall be on Agency letterhead and include a date, an itemized description of services provided and corresponding

dollar amounts. Invoices must be signed by an authorized agent and submitted to Stockton Police Department, Attn. Fiscal Affairs, 22 E. Market Street, Stockton, CA 95202.

Payment shall be made within 30 days of receipt and approval of each invoice.

VI. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating on the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by it and injured in the course and scope of their duties while assigned to the Task Force.

Each participating agency, insofar as it may legally do so, shall hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this MOU.

VII. OPERATIONAL LOCATION

The Task Force will be located at the Stockton Police Department's Special Investigations Section.

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire County and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the other agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

VIII. EQUIPMENT

It is anticipated that participating agencies will provide vehicles, communication and personal safety equipment as well as miscellaneous surveillance items in support of their assigned personnel. Equipment may be purchased with Task Force funding subject to availability and agency need. The Task Force Supervisor will be accountable for equipment purchased and/or assigned to the Task Force and will provide for the accounting and safeguarding of fixed assets. The Stockton Police Department shall provide the Task Force with office space, office furniture and equipment, and an office telephone. The contributions of other participating agencies will be negotiated and based on what items and funding each agency has available. All equipment provided by an individual agency shall remain the property of that agency and shall be returned upon termination of that agency's participation in the Task Force.

IX. STANDARD OPERATING PROCEDURES

- A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.
- B. The investigation of officer-involved shootings and vehicle accidents with fatalities involving Task Force members will be handled in accordance with the current San Joaquin County Officer-Involved Critical Incident Protocol Manual. A parallel investigation may be conducted by any agency when the critical incident involves one of its employees.
- C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.
- D. The release of media information regarding Task Force operations will be coordinated through the Task Force Supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.
- E. Prior to any special operations (e.g., store front, large-scale sweeps, and long-term covert operations) the Task Force Supervisor or case agent will inform the head of each participating agency of the target and the strategies for the execution of the operation. An After Action Report will be prepared and distributed to each participating agency within 30 days of the completion of each special operation.

X. REPORTING

A. The Task Force Supervisor will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments. This reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership, and will ensure accountability for resources, personnel, and equipment.

B. In addition to the quarterly reports, the Task Force Supervisor will submit annually an Operational Report to the Community Corrections Partnership.

XI. AMENDMENTS TO THE MOU

The signators to this MOU may amend any portion of this MOU by a unanimous vote.

XII. TERM OF AGREEMENT

Any participating agency desiring to terminate its participation in this MOU shall indicate such intent, in writing, to the Stockton Police Department. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication, or upon a date established by mutual agreement. Any participating Agency may also withdraw immediately upon written notice as a result of an amendment to the MOU by a majority of the members. Upon 30 days written notice to the other Police Departments, the Stockton Police Department may withdraw the permitted use of its facility(ies) by other participating members/agencies and require those participants to vacate and return any equipment belonging to the Stockton Police Department.

XIII. SIGNATURES

The undersigned represent that they have the authority to execute this MOU on behalf of their respective agencies; and, in signing this formal MOU, represent concurrence with and support of the Community Corrections Partnership Task Force as set forth in this MOU and for the period and purposes as stated herein.

ERIC JONES, Chief
Stockton Police Department

Date

MARK HELMS, Chief
Lodi Police Department

Date

**Memorandum of Understanding
Community Corrections Partnership Task Force
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NICHOLAS OBLIGACION, Chief
Manteca Police Department

Date

GARY HAMPTON, Chief
Tracy Police Department

Date

STEPHANIE L. JAMES
Chief Probation Officer
S.J. County Probation Department

Date

NEW BUSINESS

AGENDA ITEM 15.04

October 23, 2012

TO: Mayor and City Council

FROM: Eric Jones, Chief of Police

SUBJECT: COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCERECOMMENDATION

It is recommended that the City Council adopt a resolution to:

- 1) Authorize the City Manager to execute a contract with San Joaquin County to accept AB 109 funding for the establishment of a Community Corrections Partnership Task Force;
- 2) Appropriate Fiscal Year 2012-13 budget in the amount of \$500,000;
- 3) Appropriate one Police Sergeant position within the Police Department for Fiscal Year 2012-13; and
- 4) Authorize the City Manager to execute a Memorandum of Understanding with other San Joaquin County cities to participate in the Task Force.

Summary

The purpose of California Assembly Bill 109 is to reduce the state's prison population by shifting responsibility of certain felons to local government. Implementation of this bill began in October 2011 and has resulted in an increased number of offenders returning to local communities. Although programming is provided to help reduce recidivism, Stockton and other cities within San Joaquin County have experienced an increase in crimes committed by previous offenders. Combined with reduced revenue, budgets, and staffing, local law enforcement is not able to adequately maintain public safety services to members of its community. To that end, it is recommended that a Community Corrections Partnership Task Force be established and funded through AB 109 to assist with local implementation efforts. The mission of this Task Force is to reduce crimes committed by AB 109 offenders, promote the work of the Community Corrections Partnership, and support the premise of prison realignment. To accomplish this mission, the Task Force will implement a specific Problem Oriented Policing (POP) model and focus on those reoffenders who are wanted for a new crime or compliance violation, have a history of violence, are a repeat offender or are at high risk of becoming a repeat offender. As was the case with the AB 109 funding awarded to the City for Project Ceasefire, the ability to apply for this funding was enhanced by the collaboration that has occurred as a result of the Marshall Plan Project. This community corrections partnership will be coordinated with other efforts resulting from the Marshall Plan and will be a valuable component in the overall efforts in addressing crime in the City and accomplishing your Council's goal of increasing public safety.

October 23, 2012

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

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DISCUSSION**Background**

Each city in San Joaquin County has experienced significant revenue declines in recent years, resulting in staffing reductions of historic proportion among front-line law enforcement. It is not altogether surprising that as staffing has declined, crime has increased throughout the County and the quality of life for our residents has been negatively affected. Traditionally, law enforcement is responsible for responding to calls for service, investigating crimes, and enforcing laws; however, history has demonstrated significant impacts can be made by supplementing traditional methods with a specialized and focused approach. This hybrid approach allows law enforcement to continue to respond and be reactive, but also allows for proactive suppression efforts to prevent crime before it occurs.

Although proactive enforcement is arguably a police department's most effective means of reducing crime and protecting quality of life, because it is above and beyond basic law enforcement, these special teams are almost always the first to go when budgets are cut. The implementation of AB 109 prison realignment has resulted in an increased number of offenders returning to local communities, and although programming is provided to help reduce recidivism, Stockton and other cities within San Joaquin County have experienced an increase in crimes committed by previous offenders. Combined with reduced revenue, budgets, and staffing, local law enforcement is not able to adequately maintain public safety services to members of its community.

Present Situation

The Police Chiefs in San Joaquin County can attest to the dramatic effects of the realignment implementation. Numerous concerns are brought forward by community members, business owners, local elected officials, and officers on a daily basis. Although the premise of realignment is supported and ultimately recidivism rates will decline, there is a profound and immediate need for additional law enforcement personnel who can help protect our communities as the implementation of AB 109 continues to unfold. It is therefore recommended that a countywide Community Corrections Partnership Task Force be created. The mission of this task force will be to reduce crimes committed by AB 109 offenders, to promote the work of the Community Corrections Partnership, and to support the premise of prison realignment. To accomplish this mission, the Task Force will implement a specific Problem Oriented Policing (POP) model and focus on those reoffenders who are wanted for a new crime or compliance violation, have a history of violence, are a repeat offender or are at high risk of becoming a repeat offender.

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COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

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The Stockton Police Department will act as the host agency, responsible for the day-to-day operation of the Task Force and its members. A new Police Sergeant position will be funded from these AB109 funds and the position will be filled as funding remains available. The Task Force must maintain flexibility and be able to respond to the needs of each community within the entire County. Its members will function both as a team that moves from one community to another as well as individual officers who work within their home agencies, apart from the team.

A proposal was submitted and included in the San Joaquin County Public Safety Realignment Year 2 Plan to provide \$500,000 to fund a Community Corrections Partnership Task Force for one year. Subsequent years of funding will be dependent on the State's budget as well as the priorities of San Joaquin County. The funding is intended to cover the salary, benefit, and equipment costs of the staff assigned to the Task Force.

The Board of Supervisors of San Joaquin County met and approved the San Joaquin County Public Safety Realignment Year 2 Budget on September 25, 2012 as well as a Contract with City of Stockton, attached to the resolution as Exhibit 1. The proposed Memorandum of Understanding between the City of Stockton and the other participating cities is also attached to the resolution as Exhibit 2.

As noted above, the ability to apply for this funding was enhanced by the collaboration that has occurred as a result of the Marshall Plan Project. The kind of collaboration that is being demonstrated by the Stockton Police Department and the Community Corrections Partnership is the exact kind of enhanced collaboration that has been identified as a need through the analysis phase of the Marshall Plan. The efforts of this partnership will be coordinated with other projects coming out of the Marshall Plan process and will be a valuable component in the overall efforts in addressing crime in the City and accomplishing your Council's goal of increasing public safety.

October 23, 2012

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

(Page 4)

FINANCIAL SUMMARY

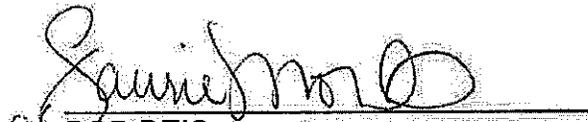
The San Joaquin County Public Safety Realignment Year 2 budget includes \$500,000 to be allocated for this task force. These funds will be monitored and maintained by the Stockton Police Department and actual costs of the participating agencies will be reimbursed. A new account number within the Police Department's Grants and Special Programs AB109 Comm Corr Realign Account No. 025-6478 will be set up to monitor and maintain record both the revenue and expenditures associated with the Task Force. All member agencies will bill the City of Stockton on a quarterly basis for actual costs incurred and the City will provide reimbursement.

Respectfully submitted,

ERIC JONES
CHIEF OF POLICE

APPROVED

EJ:EM:gr


BOB DEIS
CITY MANAGER

::ODMA\GRPWISE\COS.PD.PD_Library:365301.1

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING A CONTRACT WITH SAN JOAQUIN COUNTY TO ACCEPT AB 109 FUNDING TO ESTABLISH A COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

Assembly Bill 109 reduces the state's prison population by shifting responsibility of certain felons to local government; and

The City of Stockton and other San Joaquin County cities have experienced an increase in crimes committed by previous offenders; and

The San Joaquin County AB 109 Executive Committee recommended a Year 2 Funding allocation for a Community Corrections Partnership Task Force; and

The Task Force will assist with local implementation efforts by creating and funding additional sworn officer positions dedicated to implementing a specific Problem Oriented Policing model, focusing on reoffenders; and

The San Joaquin County Board of Supervisors approved the Community Corrections Partnership Task Force budget on September 25, 2012; and

The Independent Contractor Agreement, attached and incorporated herein as Exhibit 1, outlines the purpose and intent of the Task Force; and

The Memorandum of Understanding, attached and incorporated herein as Exhibit 2, outlines the purpose and intent of the member cities' participation in the Task Force; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized to execute an Independent Contractor Agreement with San Joaquin County, a copy of which is attached as Exhibit 1, to accept AB 109 funding for the establishment of a Community Corrections Partnership Task Force.

2. An additional \$500,000 is appropriated to the Police Department's Fiscal Year 2012-13 Grants and Special Programs revenue and expenditure account no. 025-6478.

City Atty
Review
Date October 16, 2012

3. One additional Police Sergeant position is appropriated to the Police Department for Fiscal Year 2012-13.

4. The City Manager is authorized to execute a Memorandum of Understanding with other San Joaquin County cities, in the form of Exhibit 2, regarding their participation in the Community Corrections Partnership Task Force.

5. The City Manager is authorized and directed to take whatever actions are necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED October 23, 2012.

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

..ODMA\GRPWISE\COS.PD,PD_LIBRARY.369569.1

1. Scope of Professional Services:

CONTRACTOR agrees to coordinate a Community Corrections Partnership (CCP) Task Force involving City Police Departments throughout San Joaquin. Contractor will serve as the host agency and provide necessary office space. Contractor will provide one Police Sergeant responsible for day to day supervision of all Task Force members and their activities. It is anticipated that three (3) Police Officers from other city jurisdictions within San Joaquin County will participate in this Task Force. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will employ those personnel for full time assignment to the Task Force. Police Departments which do not participate with full time staff may contribute part time staff on a voluntary and/or ad hoc basis. All police agencies in San Joaquin County will have access to the Task Force's services and resources, regardless of their participation level.

Command and Control

The host agency will be responsible for the day to day operation of the Task Force. The Task Force supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the police manager will report to the Police Chief member of the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

Mission and Scope

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison Realignment.

The Task Force will focus on problematic realignment offenders, including those who are:

- Wanted for a compliance violation and/or a new crime
- Have a history of violence
- Have been deemed a repeat offender
- Have been deemed at high risk of becoming a repeat offender.

The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model. Activity and deployment strategies will include:

- Utilizing crime analysis data, offender data, and other information to prioritize work and ensure deployment practices and activities are conducted effectively and efficiently.
- Conducting frequent offender compliance checks, especially during weekends and evening hours.
- Initiate contact and become familiar with offenders recently released from custody.
- Actively searching for wanted persons, especially those identified as serious or habitual offenders or who are likely to commit new crimes.

- Working closely with patrol, investigations, and various special enforcement units in the area to gather, analyze, and exchange criminal intelligence information.
- Frequently deploy to community "hot spots" and other areas where offenders are likely to gather and crime often occurs.
- Working closely with the Probation Department and other agency partners to encourage offenders to comply with the terms of their release, participate in vast programming opportunities, and avoid committing new offenses.
- Serving as an individual and collective resource that can help educate members of each law enforcement agency on the purpose and intent of Realignment.
- Work a flexible schedule which may include various evenings, nights, weekends, and holidays. This is necessary to provide attention to offenders when Probation Officers and other personnel are not at work.

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

2. Term of Agreement:

This Agreement shall commence when fully executed through 30 day of June, 2013, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONTRACTOR as identified in the attached documents, based on invoice from Contractor in an amount not to exceed \$500,000. The total payments made for services performed pursuant to this Agreement shall not exceed Five Hundred Thousand DOLLARS (\$500,000.00).

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to County of San Joaquin, Probation Department, 575 W. Mathews Road, French Camp, CA 95231. All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR. Contractor (City) shall maintain and monitor the Public Safety Realignment funds in a separate account within the City's Police Department, and will use those funds only for purposes related to carrying out the purposes of the Task Force as defined in this Contract. Contractor (City) will reimburse Task Force members on a

quarterly basis for the actual costs incurred by such members for their participation on the Task Force. Contractor shall return any unspent funds provided to the Contractor under this Contract to the County at the end of the Contract period.

6. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein to any entity, except a city jurisdiction within San Joaquin County for purposes of establishing the Scope of Services described in Section 1, without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. Insurance

CONTRACTOR, shall submit proof of insurance or its equivalent, with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and

products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

General Liability Limits

- | | | |
|----|--|-------------|
| 1. | BI & PD combined/per occurrence
/Aggregate | \$1,000,000 |
| 2. | Personal Injury/Aggregate | \$1,000,000 |
| 3. | Automobile Liability/per occurrence
CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. | \$1,000,000 |

Professional Liability

- | | | |
|----|---|-------------|
| 1. | Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. | \$1,000,000 |
|----|---|-------------|

Workers' Compensation and Employer's Liability Statutory requirement

11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

13. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of

employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

21. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 201_ County of San Joaquin. All rights reserved.

22. Data Security – Confidentiality

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order ("Agreement") with the County of San Joaquin, California ("County") may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release,

Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the

unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

23. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF STOCKTON, a municipal Corporation
425 N. El Dorado St, Stockton, CA 95202

COUNTY OF SAN JOAQUIN, a political subdivision of the State of California

By: _____
Bob Dels, City Manager

By: _____
David M. Louis,
C.P.M., CPPO, CPPB
Director
Purchasing & Support Services

APPROVED AS TO FORM

Date: _____

By: _____
Michael Roush, Assistant City Attorney

Date: _____

APPROVED AS TO FORM
Office of County Counsel

By: _____
Gilberto Gutierrez
Deputy County Counsel

Date: _____

Buyer of Record:

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Chief Mark Helms 5. DATE: 11/21/12
 4. DEPARTMENT/DIVISION:

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100	1001	5604	State Special Grant	\$ 161,334.00
B. USE OF FINANCING	100	101045	7100	Personnel Services	\$ 128,334.00
	100	101045	7322	Rental of Equipment	\$ 27,000.00
	100	101045	7306	Safety Equipment	\$ 6,000.00

REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

City of Stockton AB 109 funding for Community Corrections Partnership Task force. Funds are designated to cover salary and benefits, purchase or lease of a new vehicle and officer safety equipment

If Council has authorized the appropriation adjustment, complete the following:

Effective Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Mark Helms

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-188

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
POLICE CHIEF TO ENTER INTO AN AGREEMENT WITH THE CITY OF
STOCKTON TO PARTICIPATE IN THE COMMUNITY CORRECTIONS TASK
FORCE, ACCEPTING AB 109 FUNDING FOR ONE ADDITIONAL POLICE
OFFICER POSITION, AND APPROPRIATING FUNDS

=====

WHEREAS, Assembly Bill 109 reduces the State's prison population by shifting responsibility of certain felons to local government; and

WHEREAS, the City of Lodi and other San Joaquin County cities have experienced an increase in crime; and

WHEREAS, the San Joaquin County AB 109 Executive Committee recommended a Year 2 funding allocation for a Community Corrections Partnership Task Force of \$500,000; and

WHEREAS, the Task Force will assist with local implementation efforts by creating and funding additional sworn officer positions, dedicated to implementing a specific Problem Oriented Policing model, focusing on re-offenders; and

WHEREAS, the San Joaquin Board of Supervisors approved the Community Corrections Partnership Task Force budget on September 25, 2012, designating the City of Stockton as the Independent Contractor to provide oversight of the Task Force; and

WHEREAS, the Memorandum of Understanding attached as Exhibit A and incorporated herein, outlines the purpose and intent of the member cities' participation in the Task Force.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize City of Lodi participation in the Community Corrections Partnership Task Force accepting AB 109 funding for one police officer, supplies, and equipment for a period of one year or until funding is no longer available; and

BE IT FURTHER RESOLVED, that the Police Chief is hereby authorized and directed to execute agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds in the amount of \$161,334 be appropriated for this purpose.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-188 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

MEMORANDUM OF UNDERSTANDING

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

I. OVERVIEW

This Memorandum of Understanding (MOU) establishes the Community Corrections Partnership Task Force (Task Force) as a joint, cooperative, and equal effort between the Cities of Stockton, Lodi, Manteca and Tracy and San Joaquin County, through its Probation Department. Additionally, this MOU formalizes relations among participating agencies for policy, guidance, and planning, in order to maximize interagency cooperation and create a close-knit and cooperative unit, capable of addressing the local impact of Assembly Bill 109, referred to as Prison Realignment.

II. MISSION

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership (CCP); and
- Supporting the concept of prison realignment.

III. GOALS

- A. To reduce crimes committed by repeat offenders who have been returned to the community as a result of the State's implementation of AB 109.
- B. To implement a specific Problem Oriented Policing model and focus on those repeat offenders who are wanted for new crimes or have a history of violence.
- C. To focus on problematic realignment offenders, including those who:
 - Are wanted for a compliance violation and/or a new crime
 - Have a history of violence
 - Have been deemed a repeat offender
 - Have been deemed at high risk of becoming a repeat offender.
- D. The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model for activity and deployment strategies.

IV. TASK FORCE ORGANIZATION

A. Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Two (2) or more Police Officers
- One or more San Joaquin County Probation Officers

B. Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities.

Two (2) or more Police Officers employed by individual Police Departments within San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will provide personnel for full time assignment to the Task Force.

Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or on an ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department will provide one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation.

C. Command and Control

The Stockton Police Department will be responsible for the day to day operation of the Task Force. The Task Force Supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the Police Department manager will report to the Police Chief's representative on the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

V. REIMBURSEMENT

The Stockton Police Department will be responsible for coordinating reimbursement between the Task Force and San Joaquin County. All participating agencies will be responsible for submitting an invoice to the City of Stockton on a not less than a quarterly basis requesting reimbursement for services rendered under this MOU. Invoices shall be on Agency letterhead and include a date, an itemized description of services provided and corresponding

dollar amounts. Invoices must be signed by an authorized agent and submitted to Stockton Police Department, Attn. Fiscal Affairs, 22 E. Market Street, Stockton, CA 95202.

Payment shall be made within 30 days of receipt and approval of each invoice.

VI. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating on the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by it and injured in the course and scope of their duties while assigned to the Task Force.

Each participating agency, insofar as it may legally do so, shall hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this MOU.

VII. OPERATIONAL LOCATION

The Task Force will be located at the Stockton Police Department's Special Investigations Section.

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire County and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the other agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

VIII. EQUIPMENT

It is anticipated that participating agencies will provide vehicles, communication and personal safety equipment as well as miscellaneous surveillance items in support of their assigned personnel. Equipment may be purchased with Task Force funding subject to availability and agency need. The Task Force Supervisor will be accountable for equipment purchased and/or assigned to the Task Force and will provide for the accounting and safeguarding of fixed assets. The Stockton Police Department shall provide the Task Force with office space, office furniture and equipment, and an office telephone. The contributions of other participating agencies will be negotiated and based on what items and funding each agency has available. All equipment provided by an individual agency shall remain the property of that agency and shall be returned upon termination of that agency's participation in the Task Force.

IX. STANDARD OPERATING PROCEDURES

A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.

B. The investigation of officer-involved shootings and vehicle accidents with fatalities involving Task Force members will be handled in accordance with the current San Joaquin County Officer-Involved Critical Incident Protocol Manual. A parallel investigation may be conducted by any agency when the critical incident involves one of its employees.

C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.

D. The release of media information regarding Task Force operations will be coordinated through the Task Force Supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.

E. Prior to any special operations (e.g., store front, large-scale sweeps, and long-term covert operations) the Task Force Supervisor or case agent will inform the head of each participating agency of the target and the strategies for the execution of the operation. An After Action Report will be prepared and distributed to each participating agency within 30 days of the completion of each special operation.

X. REPORTING

A. The Task Force Supervisor will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments. This reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership, and will ensure accountability for resources, personnel, and equipment.

B. In addition to the quarterly reports, the Task Force Supervisor will submit annually an Operational Report to the Community Corrections Partnership.

XI. AMENDMENTS TO THE MOU

The signators to this MOU may amend any portion of this MOU by a unanimous vote.

XII. TERM OF AGREEMENT

Any participating agency desiring to terminate its participation in this MOU shall indicate such intent, in writing, to the Stockton Police Department. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication, or upon a date established by mutual agreement. Any participating Agency may also withdraw immediately upon written notice as a result of an amendment to the MOU by a majority of the members. Upon 30 days written notice to the other Police Departments, the Stockton Police Department may withdraw the permitted use of its facility(ies) by other participating members/agencies and require those participants to vacate and return any equipment belonging to the Stockton Police Department.

XIII. SIGNATURES

The undersigned represent that they have the authority to execute this MOU on behalf of their respective agencies; and, in signing this formal MOU, represent concurrence with and support of the Community Corrections Partnership Task Force as set forth in this MOU and for the period and purposes as stated herein.

ERIC JONES, Chief
Stockton Police Department

Date

MARK HELMS, Chief
Lodi Police Department

Date

**Memorandum of Understanding
Community Corrections Partnership Task Force
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NICHOLAS OBLIGACION, Chief
Manteca Police Department

Date

GARY HAMPTON, Chief
Tracy Police Department

Date

STEPHANIE L. JAMES
Chief Probation Officer
S.J. County Probation Department

Date