

COMMUNITY BASED PROSECUTION PROGRAM AGREEMENT

THE COMMUNITY BASED PROSECUTION PROGRAM AGREEMENT ("Agreement") is entered into on July 1, 2018 between the City of Richmond ("the "City") and Contra Costa County, by and on behalf of its District Attorney's Office (the "District Attorney"), collectively, the "Parties."

RECITALS

The Parties desire to have the Contra Costa County District Attorney provide professional services to the City as part of the Community Based Prosecution Program in an effort to curb local crime, reduce violence, and reduce the quality of life crimes as further described herein, upon the following terms.

NOW, THEREFORE, IN CONSIDERATION of the following mutual covenants and promises, the Parties hereto agree as follows:

1. **Effective Date.** The effective date of this Agreement is the date first written above subject to the approval by the Contra Costa County Board of Supervisors.
2. **Services.** District Attorney shall provide the basic services (the "Services") described in detail in Exhibit A, Scope of the Services and Compensation, attached hereto and made a part hereof.
3. **Amendment.** If authorized, District Attorney shall furnish additional services, which are in addition to the Services. If additional services are requested by City, this Agreement may be amended, modified, or changed by the Parties subject to mutual consent and a written amendment, signed by authorized representatives of both Parties.
4. **Authorized Representatives.** Authorized representatives shall represent the City and District Attorney in all matters pertaining to the Services except where approval for the City is specifically required by the City Council or approval for the District Attorney is specifically required by the County Board of Supervisors. All requirements of City pertaining to the Services shall be submitted through these representatives, and City shall cooperate with District Attorney in all matters relating to this Agreement in such a manner as will result in the performance of such work without delay. The City authorized representative is Chief Allwyn Brown or designee. The District Attorney's representative is Jon Yamaguchi, Senior Deputy District Attorney.
5. **Compensation.** District Attorney shall be compensated on a time and materials basis for the Services, in an amount not to exceed \$200,000.00, as more particularly described in Exhibit A, Scope of Services and Compensation; and

District Attorney shall be compensated for any additional services rendered under Section 3, as more particularly described in a fully approved and executed amendment to this Agreement. District Attorney shall submit quarterly statements for the Services and additional services rendered. It is intended that payment to District Attorney will be made by City within thirty (30) days of receipt of invoice.

6. **Term.** Subject to the approval of the Contra Costa County Board of Supervisors, the term of this Agreement shall commence on July 1, 2018 and expire on June 30, 2019.
7. **Standard of Performance.** District Attorney represents to City that the Services shall be performed in an expeditious manner and with the degree of skill and care that is required by current, good, and sound procedures and practices. District Attorney further agrees that the Services shall be in conformance with generally accepted professional standards prevailing at the time work is performed.
8. **Performance by District Attorney.** District Attorney hereby designates a mutually agreed upon Deputy District Attorney, as the person primarily responsible for the day-to-day performance of the Services (the "Community Based Prosecutor"). District Attorney will be able to change the Community Based Prosecutor with the written prior consent of the City. Unless otherwise expressly agreed to by the City, the Community Based Prosecutor shall remain responsible for the quality and timeliness of performance of the Services, notwithstanding any permitted or approved delegation hereunder.
9. **Ownership and Maintenance of Documents.** All documents furnished by the District Attorney pursuant to this Agreement are instruments of the Services. They are not intended nor represented to be suitable for reuse by others on extension of this Agreement, or any other agreement. Any reuse without specific written verification and adoption by District Attorney for the specific purpose intended will be at the user's sole risk and without liability or legal exposure and expenses to District Attorney, including attorney's fees arising out of such unauthorized reuse.

District Attorney's records, documents, calculations, and all other instruments of the Services pertaining to an actual project shall be given to City at the completion of the project. District Attorney shall not be required to give City any prosecution documents, documents protected by the attorney-client privilege or other applicable privilege and documents pertaining to the District Attorney's work product. The City reserves the right to specify the file format that electronic document deliverables are presented to the City. If this Agreement is terminated pursuant to Section 13, deliverables shall be provided based on Section 13 requirements.

10. **Indemnification.** District Attorney agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and

liability (including all attorney's fees and other litigation expenses) arising out of the negligent acts or omissions of District Attorney in performance of this Agreement and the Services.

11. Compliance with Worker's Compensation Requirements. District Attorney covenants that it will insure itself against liability for Worker's Compensation pursuant to the provisions of California Labor Code 3700, et seq. District Attorney shall, at all times, upon demand of the City's authorized representative or his/her designee, furnish proof that Worker's Compensation Insurance is being maintained by it in force and effect in accordance with the California Labor Code.

To City:

Police Chief Allwyn Brown
Richmond Police Department
1701 Regatta Boulevard
Richmond, California 94804
(510) 621-1802

To District Attorney:

Contra Costa District Attorney
Attn: Diana Becton
Contra Costa County
900 Ward Street, 4th Floor
Martinez, CA 94553
(925) 957-2200

IN WITNESS WHEREOF, the Parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

DISTRICT ATTORNEY

By: _____
Diana Becton, District Attorney

CITY OF RICHMOND

By: _____
Tom Butt, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION

The Community Based Prosecutor will work with the Richmond Police Department in a variety of roles. In addition to the duties specifically set forth below, the Community Based Prosecutor will be available to work on special projects at the request of the Chief, Assistant Chief and Captains as new issues and opportunities arise. The non-exclusive focus on any special project requests will be on the reduction of violent crime in the City of Richmond.

REDUCTION OF VIOLENT CRIME DUTIES

1. **Training.** The Community Based Prosecutor will provide regular training bulletins, conduct in-person lineup training and other special training classes, research and recommend training opportunities for the Department, and work generally and specifically with police officers to improve their report writing skills.
2. **Abatement.** The Community Based Prosecutor will work in tandem with any Assistant City Attorney assigned to the Richmond Police Department on issues relating to the abatement of public nuisances including but not limited to, nuisance businesses and residences that are identified by City Code Enforcement staff or other Police Department personnel.
3. **Criminal Law Advisor.** The Community Based Prosecutor will be available to advise Richmond Police Officers on criminal law issues that arise in the course of their duties and will be available to consult with Richmond Police Detectives on legal issues relating to ongoing criminal investigations. The Community Based Prosecutor shall make known to the Department his/her availability and avail themselves for these duties during regular business hours.
4. **Liaison.** The Community Based Prosecutor will serve as a liaison between the District Attorney's Office and the Richmond Police Department on all legal issues, with the special focus on improving the prosecution of quality of life crimes. The Community Based Prosecutor will also serve as a liaison between the District Attorney's Office and Richmond business owners, managers, residents, neighborhood groups and councils and be available to attend meetings held by those groups and councils as a representative of the District Attorney's Office and the Richmond Police Department.
5. **State Prosecution.** The Community Based Prosecutor will review all misdemeanor crime reports and file relevant charges while pursuing every opportunity to take advantage of enhanced penalties to ensure that offenders are charged and incarcerated. The Community Based Prosecutor shall seek appropriate sentences that will act as a deterrent and, in appropriate cases, seek sentences higher than the mandatory minimum. The Community Based Prosecutor shall maintain a

detailed written record of the cases reviewed for filing, the filing decisions including charges and sentencing enhancements, requests for further investigation by the Richmond Police Department, pretrial plea offers made by the court and/or the Community Prosecutor and post-trial sentences.

6. **City's Duties.** The City will provide the Community Based Prosecutor a workstation/office conducive to the work of an attorney, office phone and cellular telephone. The City will provide the necessary data lines so the Community Based Prosecutor can access the Police Department's network and the District Attorney's network and LJIS mainframe application via the County's Virtual Private Network.
7. **Community Based Prosecutor Compensation.** Subject to the terms and conditions expressed in this agreement, for services rendered, the City shall pay the District Attorney a fixed amount of \$200,000, paid in equal quarterly installments throughout the County's fiscal year from July 1, 2018 through June 30, 2019.