ITEM 10.M.

MOORPARK CITY COUNCIL
AGENDA REPORT

To: **Honorable City Council**

From: **Steven Kueny, City Manager**

Date: **October 9, 2008 (City Council Meeting of 10/15/08)**

Subject: **Consider Community Prosecution Program Agreement between the City of Moorpark and the County of Ventura**

DISCUSSION

As part of the adopted 2008/09 Fiscal Year Budget, the City Council included $20,000.00 to participate in the Community Prosecution Program with the County of Ventura District Attorney's Office. A Deputy District Attorney position will be shared among the cities of Moorpark and Simi Valley and the County. Moorpark will receive the equivalent of 10 to 20% of the position's available time. A work space will be provided at the Moorpark Police Services Center. The expected services are as specified in the attached agreement. The position will work with the Moorpark Police Department as needed. A copy of the proposed agreement is attached. The program is scheduled to follow the federal fiscal year (October 1, 2008 through September 30, 2009) instead of the City and County's 2008/09 fiscal year.

FISCAL IMPACT

The $20,000.00 program cost has been included in the adopted 2008/09 Fiscal Year Budget. It will require a $5,000.00 appropriation for the period of July 1 through September 30, 2009 since the current budget appropriation will expire June 30, 2009. In addition continued participation after September 30, 2008 would require an additional appropriation.

STAFF RECOMMENDATION

Approve agreement subject to final language approval of the City Manager and City Attorney.

Attachment – Exhibit "A"

Exhibit "A"

MOORPARK COMMUNITY PROSECUTION PROGRAM AGREEMENT BETWEEN THE CITY OF MOORPARK AND THE COUNTY OF VENTURA

This Agreement to conduct a Community Prosecution Program between the City of Moorpark (City) and the County of Ventura (County) though the District Attorney is made this ___ day of _____, 2008.

WHEREAS, City and County enter into an agreement entitled Moorpark Community Prosecution Program, by which City agrees to contribute $20,000 to the cost of a Community Prosecution Program and County, through the District Attorney's Office,

WHEREAS, an experienced Deputy District Attorney will serve as the designated Moorpark prosecutor, one day a week in accordance with the above.

NOW THEREFORE, City and County agree, effective October 1, 2008, as follows:

1. The term of this Agreement between City and County will be from October 1, 2008, through September 30, 2009.

2. The City agrees to pay County a pro-rata share of the net cost of the project's assigned Deputy District Attorney's salary and benefits in the amount of Twenty Thousand, Dollars ($20,000) for federal fiscal year 2008/2009. Indirect costs, if any, are waived by County. The District Attorney shall invoice City quarterly in the amount of Fifteen Thousand, ($5,000) for fiscal year 2008/2009 due and payable within 30 days of invoice date.

3. The District Attorney agrees to maintain an experienced deputy district attorney to exclusively serve the City on a pro-rata basis. The District Attorney will work closely with and coordinate these services in conjunction with the Moorpark Police Department. In addition to all of the services provided under this agreement to the Moorpark Police Department and community, the Community Prosecutor will also be available to work directly with the City Attorney and Code Compliance staff.

4. The District Attorney will provide an annual report on the program and activities initiated during the reporting period to the City Council.

5. The Deputy District Attorney will attend Neighborhood Watch meetings with Police Department staff and will be in direct communication with City residents. Deputy District Attorney will work closely with the Community

Oriented Policing and Problem Solving Unit (COPPS) as they have worked to reduce acts of violence and under-age drinking at local restaurants and bars. The Community Prosecutor will be familiar with the unique concerns of various neighborhoods and business centers and provide special attention and careful consideration to the cases that arise

6. The Community Prosecutor will work directly with another specially trained gang prosecutor responsible for prosecuting gang crimes occurring in the Moorpark area. The Community Prosecutor in conjunction with a specially trained gang prosecutor will work with the Police Department's Special Enforcement Unit, to monitor gang crime and graffiti, in addition to providing direct liaison services to the high schools.

7. The Moorpark Chief of Police and District Attorney agree to support and address efforts of the Community Prosecutor to assist and address quality of life crimes, truancy programs, disruption of school and school campus related crimes and will work closely with and coordinate these services in conjunction with the Moorpark Police Department.

8. The parties, or their designees, will meet four (4) times per year (quarterly) to discuss the status of the Community Prosecution Program, including: gang violence suppression strategies, progress of project goals and objectives, implementation of project services, and areas of concern in the implementation of the project.

9. The City of Moorpark, through its Police Department, will provide the following:

   a. The Chief of Police or designee will participate in quarterly meetings to discuss the status of the Community Prosecution Program and will serve as the chairperson of these meetings.

   b. The Chief of Police will request staff members from the Police Department, other agencies in the City and citizens to participate in quarterly meetings to discuss the status of the Community Prosecution Program.

   c. The Moorpark Police Department will provide workspace for the Deputy District Attorney assigned to the project.

   d. The Moorpark Police Department will support the District Attorney in the prosecution of individuals, who are identified as criminal street gang members, by ensuring that the proper documentation pursuant to Penal Code Section 186.22 is completed.

e. The Moorpark Police Department will provide assistance to victims, witnesses, and the District Attorney in order to protect cooperating victims and witnesses from acts of intimidation and/or retribution.

f. The Moorpark Police Department will support the Community Prosecution Program evaluation efforts by providing all necessary data, information, and documentation at quarterly meetings.

g. The Moorpark Police Department will work with the District Attorney to identify and meet objective performance measures over the term of the pilot program.

h. The Moorpark Police Department will encourage and support coordination with other individual agencies and organizations that work in the areas of Community Prosecution and gang violence.

i. The Moorpark Police Department will provide assistance with any public relations activities associated with promoting and evaluating the Community Prosecution Program.

10. The District Attorney will provide the following:

a. The District Attorney or designee will participate in quarterly meetings to discuss the status of the Community Prosecution Program.

b. The District Attorney will ensure the appropriate individual(s) participate in the quarterly meetings to discuss the status of the Community Prosecution Program.

c. The District Attorney will prepare an annual report on the success of the program and activities initiated during the reporting period to the City Council. The report will outline activities initiated during the reporting period and include summary data on the number of cases reviewed, cases filed, meetings attended and community briefings attended.

d. The District Attorney will assign one (1) experienced deputy district attorney to the project, on a pro-rata basis, to exclusively serve the City of Moorpark. The assigned Deputy District Attorney will be qualified to prosecute all criminal cases. The assigned deputy will have special assistance from a prosecutor specially trained to address gang-related Penal Code Section 186.22 cases.

e. The District Attorney will provide true vertical prosecution of gang-related cases with the Deputy District Attorney assigned to assist with specialized Penal Code Section 186.22 cases. The assisting gang

prosecutor will handle each court appearance until the conclusion of a gang-related case.

f. In gang-related prosecutions, the District Attorney will provide assistance to victims, witnesses, and the Moorpark Police Department in order to protect cooperating victims and witnesses from acts of intimidation and/or retribution.

g. The District Attorney will support the Community Prosecution Program evaluation efforts by providing all necessary data, information, and documentation at quarterly meetings.

h. The District Attorney will encourage and support coordination with other individuals, agencies, and organizations that work in the areas of Community Prosecution and gang violence.

i. The District Attorney will provide assistance with any public relations activities associated with promoting and evaluating the Community Prosecution Program.

11. The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Consultant be considered an officer, agent, servant or employee of City. The District Attorney shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

13. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the

provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

14. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

15. Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

16. This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services Community Prosecution Program, and contains all of the covenants and agreements between the parties with respect to the Community Prosecution Program. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

17. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the date and year written above.

CITY OF MOORPARK

_____

Patrick Hunter, Mayor

ATTEST

_____

Deborah S. Traffenstedt, City Clerk

APPROVED AS TO FORM

_____

Joseph M. Montes, City Attorney

00227

APPROVED AS TO ADMINISTRATION

_____

Steven Kueny, City Manager

VENTURA COUNTY BOARD OF SUPERVISORS

_____

Supervisor Peter C. Foy, Chair

VENTURA COUNTY DISTRICT ATTORNEY

_____

Gregory D. Totten, District Attorney