



**INDEPENDENT CONTRACTOR AGREEMENT
SAN JOAQUIN COUNTY**

BOARD AGREEMENT# A-____-____

BOARD ORDER# B-____-____

Contract Amount \$4,815,412.00

PARTIES:

COUNTY: County of San Joaquin
Purchasing & Support Services
44 N. San Joaquin Street
Suite 540
Stockton, CA 95202-2931

With copies to: County of San Joaquin

COUNTY DEPARTMENT: Probation Department
575 W. Mathews Road
French Camp, CA 95231
Steve Jackson
209-468-4070
scjackson@sjgov.org

CONTRACTOR: City of Stockton
22 E. Market Street
Stockton, CA 95202
Stanley McFadden, Chief of Police
209-937-8218
stanley.mcfadden@stocktonca.gov

With copies to: City of Stockton
City Manager's Office
425 N. El Dorado Street
Stockton, CA 95202

This Agreement is made and entered into this _____ day of _____, 20____, by and between City of Stockton, as an independent contractor (hereinafter "CONTRACTOR"), and the County of San Joaquin, a political subdivision of the State of California for its Probation Department at the address referenced above (hereinafter "COUNTY").

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, it is mutually agreed as follows:

I. THE PURPOSE OF THE AGREEMENT

The purpose of this Agreement is for CONTRACTOR to provide the Community Corrections Partnership (CCP) Task Force services for San Joaquin County's Public Safety Realignment program (AB109) which include reducing crimes committed by AB109 offenders, promoting the CCP, and supporting the premise of prison realignment.

II. ORDER FOR PRECEDENCE

A. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations;
2. This Agreement; and
3. CONTRACTOR'S proposal ("hereinafter "Proposal"), attached hereto as Exhibit A.

Documents 3, referenced above, are hereby incorporated into this Agreement as if completely set forth herein.

III. THE SCOPE OF SERVICES

- A. CONTRACTOR agrees to provide coordinate a Community Corrections Partnership (CCP) Task Force involving City Police Departments throughout San Joaquin County. CONTRACTOR will serve as the host agency and provide necessary office space.
- B. CONTRACTOR shall assign 1 (1 FTE) Stockton Police Sergeant, 1 (1 FTE) Lodi Police Officer, 1 (1 FTE) Manteca Police Officer, 1 (1 FTE) SJ County Sheriff, 2 (2 FTE) Stockton Police Officers, 2 (2 FTE) Stockton Crime Analysts, and 2 (2 FTE) District Attorney Investigators. Overtime will be shared amongst the Task Force Members.

Police Departments that 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 services and resources regardless of their level of participation.

- C. CONTRACTOR will be responsible for the day-to-day operation of the Task Force. The Task Force supervisor (Stockton Police Department Sergeant) will report to a Stockton Police Department manager 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 CCP; and
- Supporting the premise of prison realignment.

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

- 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.
- Working 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.

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

IV. GENERAL PROVISIONS:

A. Term of Agreement:

This Agreement shall commence when fully executed and end on the 30th day of June, 2026, unless Work is completed on a date prior thereto or unless terminated earlier as provided herein.

B. Interpretation:

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

C. Compensation:

1. COUNTY agrees to pay CONTRACTOR the amounts as indicated on the CONTRACTOR'S fees, Exhibit A. Notwithstanding the foregoing, the total payments under this Agreement shall not exceed **FOUR MILLION EIGHT HUNDRED FIFTEEN THOUSAND FOUR HUNDRED TWELVE DOLLARS AND NO CENTS** (\$4,815,412.00) per Fiscal Year. A Fiscal Year is defined as a twelve-month continuous period from July 1 through June 30 of the following year.
2. COUNTY agrees to pay the CONTRACTOR federal and state payroll taxes such as social security and unemployment for staff performing services under the scope of this contract.
3. COUNTY agrees to pay CONTRACTOR benefit costs to staff performing services under the scope of this contract.
4. The COUNTY will issue a Form 1099 at year-end for fees earned.
5. Fixed Assets having a value of \$10,000.00 or more, purchased by the CONTRACTOR and having the purchase cost reimbursed to CONTRACTOR by COUNTY under the terms of this Agreement are not considered part of CONTRACTOR compensation. All purchases over TEN THOUSAND DOLLARS (\$10,000) including sales tax made during the life of this Agreement with funds paid pursuant to this Agreement and that will outlive the life of this Agreement, shall be identified as fixed assets with an assigned - inventory number. COUNTY shall retain these fixed assets as COUNTY property, in the event this Agreement is terminated or upon expiration of the Agreement. CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be physically present when fixed assets are returned to COUNTY possession at the termination or expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY inventoried fixed assets upon request of COUNTY, or the monetary value of said fixed assets if unable to produce the fixed assets at the expiration or termination of this Agreement. The CONTRACTOR may, at CONTRACTOR's option purchase the fixed asset from the COUNTY at the fair market value as determined by COUNTY.

CONTRACTOR further agrees to the following:

- (1) To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted.
- (2) To label all items of capital equipment, to perform periodic inventories as required by COUNTY and to maintain an inventory list showing where and how the capital equipment is being used, in accordance with procedures developed by COUNTY including, but not limited to all fixed assets under this Independent Contractor's Agreement (ICA) and any previous or successive contracts with Community Corrections Partnership Task Force program. All such lists shall be submitted to COUNTY within ten (10) days of any request therefor.

- (3) To report in writing to COUNTY immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to COUNTY.
6. The purchase of any capital equipment by CONTRACTOR with funds provided hereunder shall require the prior written approval of COUNTY, and shall fulfill the provisions of this Agreement, which are appropriate and must be directly related to CONTRACTOR's services or activity under the terms of this Agreement.

D. Invoicing:

CONTRACTOR shall submit all invoices by email to sicprobationAP@sigov.org. Probation Department . All invoices must reference this Agreement Number/Contract ID #, assigned Purchase Order number, and the Work performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR.

LATE FEES: California Government Code 926.10 provides the following “....any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum.”

E. CONTRACTOR'S Status:

In the performance of Work, duties and obligations imposed by this Agreement, the CONTRACTOR and/or its employees are at all times acting as independent contractor(s) practicing his or her profession and not as an employee of COUNTY. **A copy of the CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to the COUNTY.** CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. 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.

F. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract its obligation herein without the prior written consent of COUNTY. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

G. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other companies or individuals for similar services, including but not limited to any other party who may have submitted bids or proposals to any RFP/RFQ or other requests from COUNTY for the work or services performed under this agreement. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

H. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as 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 Agreement.

I. Insurance

1. CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to COUNTY 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 COUNTY.
2. CONTRACTOR agrees to be responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors, if any, who provide services pursuant to this Agreement.
3. General Liability Limits
 - a. BI & PD combined/per occurrence/Aggregate \$1,000,000 / \$2,000.000
 - b. Personal Injury/Aggregate \$2,000,000
 - c. Automobile Liability/per occurrence \$1,000,000
 - 1) CONTRACTOR agrees to defend, hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.
4. Professional Liability
 - a. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice, cyber liability, and/or errors and omissions. \$1,000,000
5. Workers' Compensation and Employer's Liability Statutory requirement

J. Discrimination:

CONTRACTOR shall not discriminate because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2). CONTRACTOR shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

K. 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.)

L. 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.

M. Termination:

1. **Termination for Cause:** If 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, 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.
2. **Termination for Convenience:** In addition, COUNTY may terminate this Agreement for its convenience upon thirty (30) days written notice to CONTRACTOR.
3. **Funding out Clause:** If the County Board of Supervisors fails to appropriate funds to enable the County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and the CONTRACTOR will be given written notice of such termination.
4. If this Agreement is terminated under paragraphs 1, 2 or 3 above, CONTRACTOR shall only be paid for any Work completed and provided prior to notice of termination. In the event of termination under paragraph 1, 2 or 3 above, CONTRACTOR shall be paid an amount, which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. Except as stated above and except for any reasonable end-of-contract fees, CONTRACTOR shall have no other allowable charges under the terms and conditions of this Agreement.
5. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party

[related hereto] that CONTRACTOR can legally cancel; COUNTY shall not be liable for any expenses incurred by CONTRACTOR subsequent to the notice of termination.

N. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no financial or other interest, in other project(s) or contract(s), or other activity(ies), nor shall it acquire any such interest, directly or indirectly, that would conflict or inhibit in any way, manner or degree with the performance of services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such a conflict of 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.

O. Drug Free Workplace:

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

P. 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 CONTRACTOR or COUNTY.

Q. Compliance:

1. 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.
2. CONTRACTOR shall comply with Assembly Bill 1522, known as the Healthy Workplaces, Healthy Families Act of 2014, codified at California Labor Code Section 245-249. With a few exceptions, the new law requires all employers to provide employees performing work in California with paid sick leave, beginning on July 1, 2015.

R. Disputes and Remedies:

1. Notice of any disputes, claims, or breach raised by CONTRACTOR, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONTRACTOR, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.

2. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONTRACTOR. Such dispute, claim, or breach would include conditions and time constraints required of CONTRACTOR to remedy.
3. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.
4. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
5. 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 either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.

S. Public Record

All bids and proposal information is property of COUNTY. All such documents, including this Agreement, are public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". CONTRACTOR'S Proprietary material must be clearly marked as such, but even so marked, it does not guarantee non-disclosure and may still be subject to disclosure pursuant to law. Pricing and service elements of the successful bid and/or proposal may not be considered proprietary information.

COUNTY will treat all information submitted in a bid/proposal as available for public inspection once the COUNTY has a contract finalized with the selected contractor. If CONTRACTOR believes that it has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within its bid, Proposal, this Agreement, it must identify any such information, together with the legal basis of your claim to COUNTY. CONTRACTOR agrees to defend and indemnify COUNTY for any liability, costs, and expenses incurred in asserting such confidentiality to protect documents from public disclosure. The final determination as to whether COUNTY will assert your claim of confidentiality on your behalf shall be sole discretion of COUNTY.

T. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of COUNTY whether executed by or for CONTRACTOR for COUNTY, or otherwise by or for CONTRACTOR, or by or for a subcontractor operating under 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.

U. San Joaquin County Green Purchasing Policy:

1. COUNTY has a Green Purchasing Policy; please go to website to view: https://www.sjgov.org/docs/default-source/purchasing-support-services-documents/policies-purchasing/2737---green-purchasing-policy-and-procedure.pdf?sfvrsn=3792e084_6
2. COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.
3. A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

V. 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 COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of 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 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:

© 2025 County of San Joaquin. All rights reserved.

W. Data Security – Confidentiality

1. **Acknowledgment of access to information characterized as covered data:** CONTRACTOR acknowledges that this Agreement may allow CONTRACTOR access to confidential COUNTY information or COUNTY provided information including, but not limited to, personal information, records, data, or financial information ("Covered Data") notwithstanding the manner in which or from whom it is received by

CONTRACTOR, which is subject to state laws that restrict the use and disclosure of the 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, the provisions of this Agreement and prior written consent of COUNTY. 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.

2. ***Prohibition on unauthorized use or disclosure of Covered Data:*** 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 this 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 COUNTY.
3. ***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.
4. ***Return or destruction of Covered Data:*** Upon termination, cancellation, expiration or other conclusion of this 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 or termination of this Agreement. Within this thirty (30) day period, CONTRACTOR shall certify in writing to the COUNTY that the return or destruction has been completed.
5. ***Reporting of unauthorized disclosures or misuse of Covered Data:*** 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) 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.

6. **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.
7. **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 this Agreement available to COUNTY, at no cost, 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.
8. **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.

X. 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.

THIS SPACE LEFT BLANK INTENTIONALLY

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

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

City of Stockton, a municipal
Corporation
22 E. Market Street
Stockton, CA 95202

By: _____
Chair, Paul Canepa
Board of Supervisors
San Joaquin County, California

By: _____
Steve Colangelo
Interim City Manager

Date: _____

By: _____
Print Name

“COUNTY”

“CONTRACTOR”

ATTEST: Rachel DeBord
Clerk of the Board of Supervisors
Of the County of San Joaquin,
California

By: _____

Date: _____

APPROVED AS TO FORM
Office of County Counsel

APPROVED AS TO FORM

By: _____
Jonathan N. King
Chief Deputy County Counsel

By: _____
Lori M. Asuncion
City Attorney

Deputy Purchase Agent of record: MR
Drafted by: GB

2025-2026 PROPOSED BUDGET - PHASE 13 PLAN

This document must be received by the Probation Budget Committee no later than 5:00 p.m. on February 14, 2025 for CBOs, and February 21, 2025 for government agencies. The Probation Budget Committee will review and address any corrections or revisions required before being submitted to the Chief of Probation.

AGENCY INFORMATION

NAME OF AGENCY	DATE SUBMITTED
Police Departments of San Joaquin County CCP Task Force	2/20/2025
NAME OF PROGRAM	TELEPHONE NUMBER
CCP Task Force	209-937-7174
NAME OF CONTACT	E-MAIL ADDRESS
Sergeant Robert Wong, Stockton Police Department/CCP Task Force Police Representative	robert.wong@stocktonca.gov

SERVICE NEED AREAS

Please check which of the Service Need Areas this proposal covers. A separate proposal is required for each of the below listed areas.

- ☐ Pretrial Assessment and Monitoring - Probation
- ☐ Jail Beds -S/O
- ☐ Jail Programming -S/O
- ☐ Jail Alternatives to Incarceration (i.e. EM, GPS) -S/O
- ☐ Bailiffs -S/O
- ☐ AB109 Support -S/O
- ☐ Intensive Supervision (High Risk Unit) -Probation
- ☐ Intensive Supervision (Violent Crimes Unit) -Probation
- ☐ Transitional Age Youth - Probation
- ☐ Assessment Center - Probation
- ☐ Day Reporting Center -Probation
- ☐ Evidence Based Programming - Probation
- ☐ Correctional Health Services
- ☐ Mental Health Treatment/Services - BHS
- ☐ Job Training/Assistance/Search - EEDD
- ☐ Transportation - Probation
- ☐ GPS/EMP Contracts - Probation
- ☐ Screening for Human Services Agency Programs -HSA
- ☐ Transitional Housing - HSA
- ☐ Post Release Court -Superior Court
- ☐ Mandatory Supervision Court
- ☐ Monitoring Court -Superior Court
- ☒ CCP Task Force -Local Law Enforcement
- ☐ Warrant Reduction and Advocacy Program - Friends Outside
- ☐ Case Management Services - Community Partnership for Families
- ☐ Case Management Services - El Concilio
- ☐ Case Management Services - Mary Magdalene Community Services
- ☐ Parole Revocation Process -District Attorney
- ☐ Parole Revocation Process -Public Defender
- ☐ Felony Case Management - Mary Magdalene Community Services
- ☐ Homelessness and Recidivism Prevention - Ready to Work
- ☐ Tattoo Removal Services - Inkoff.me
- ☐ Transdermal Monitoring - Intercept (Superior Court)
- ☐ Homeless Initiative -Health Care Services
- ☐ Cost Allocation Plan -Probation
- ☐ AB109 Administrative Services - Probation
- ☐ Community Supervision Unit (CSU) - Probation
- ☐ Mobile Support Services for Homeless - The Uplift All Foundation
- ☐ Housing Services - The Uplift All Foundation
- ☐ Workforce Development and Vocational Training Services - El Concilio
- ☐ Workforce Development and Vocational Training Services - Five Keys Schools and Programs
- ☐ Workforce Development and Vocational Training Services - San Joaquin County Office of Education
- ☐ Programs for Families and/or Women-Behavioral Health - El Concilio
- ☐ In-Custody/Reintegration Services - Leaders in Community Alternatives (LCA) - S/O

PROGRAM JUSTIFICATION

Please answer the following questions to justify your Proposed Budget for the 2025-2026 Fiscal Year. Boxes are provided below to enter your narratives and data relevant to your program.

This section should be no more than three pages long.

I. PROGRAM DATA AND OUTCOMES

1. Workload Data FY 2023-2024 Actuals (e.g., number of referrals, caseload size, number of clients served, number of clients successfully completing program, etc.):

During the 2023 calendar year, the Task Force compiled the following statistics: 211 arrests, including 100 felony arrests, 12 misdemeanor arrests, 67 felony warrant arrests, 32 misdemeanor warrant arrests. The majority of these arrest were the result of 566 compliance checks conducted/attempted by the CCP Task Force. In 2023, the Task Force confiscated 57 firearms.

2. Workload Data FY 2024-2025: 6 Month Actuals/6 Month Estimated (e.g., number of referrals, caseload size, number of clients served, number of clients successfully completing program, etc.):

During the 2024 calendar year, the Task Force compiled the following statistics: 257 arrests, including 129 felony arrests, 7 misdemeanor arrests, 86 felony warrant arrests, 35 misdemeanor warrant arrests. The Task Force confiscated 101 firearms in 2024. The majority of these arrest were the result of 628 compliance checks that were conducted/attempted by the CCP Task Force.

3. Projected Workload Data FY 2025-2026 (e.g., number of referrals, caseload size, number of clients served, number of clients successfully completing program, etc.):

The Task Force completed over 200 compliance checks and attempted over 600 in the current year. The Task Force seized 101 firearms. The Task Force also provided law enforcement services and assistance to SJ County Cities and unincorporated areas that are not reflected in these numbers. The Task Force will continue to work with Federal, State, and Local municipalities to make the county safer. In addition to the traditional law enforcement responses, the Task Force will coordinate with the Community Based Organizations as well, in order to facilitate collaboration between law enforcement and the community. This also supports the premise of prison realignment. Through these collaborations, the Task Force has been able to locate many offenders who were otherwise missing and/or extremely difficult to find.

II. PROGRAM SERVICES AND ENHANCEMENTS

4. Brief description of the services to be provided during FY 2025-2026:

Over the last 12 years, the CCP Task Force has worked diligently to address the overwhelming effects of prison realignment felt by every city and community within San Joaquin County. The Task Force has proven to be a significant benefit to both the member agencies as well as the entire community. The mission of the Task Force is to reduce crimes committed by AB109 offenders, promote the work of the CCP Task Force, and support the premise of prison realignment. Utilizing contemporary police practices, The Task Force members meet with probationers in the field and at their residences where they conduct compliance checks. Offenders are referred to needed services through the SJ County Probation Department. The Task Force has a core membership of the following: one (1) Police Sergeant, three and fifty-five percent (3.55%) Police Officers, one (1) County Probation Officer, two (2) District Attorney Investigators, one (1) crime analyst, and one (1) SJ Sheriff Deputy. The Task Force is adding a forty five percent (.45%) Police Officer and one (1) crime analyst to the Task Force in FY 2025-2026. Responsiveness and flexibility continue to be essential to the success of the Task Force. While the Stockton Police Department (SPD) serves as the host agency, the Task Force is a resource for the entire county and is responsive to the needs of each community. Its members function as both a structured team that moves from one community to another, as well as individual officers who work within their home agencies, apart from the team. As such, the Task Force balances its time between the host agency (SPD) 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 Lodi later in 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 in that it maximizes effectiveness by periodically including additional police officers.

5. Please provide a high-level description of any significant enhancements and/or changes you are making to your program for FY 2025-2026. Identify what budget category the enhancement is in and the amount here. *Then provide a more detailed description and justification in the narrative section of the corresponding budget category.*

1) Salary/Benefits Enhancement- Our current salary/benefits budget for nine Task Force Officers (3-Stockton PD, 1-Manteca PD, 1-Lodi PD, and 1-SJSO, 2- SJC District Attorney Investigators, and 1-SJC Probation Officer) is \$2,278,135. The Probation Officer's salary/benefits are currently not funded through the task force. One Senior Administrative Analyst was approved in FY 2024-2025 and will be underfilled to a Crime Analyst with an additional Crime Analyst proposed in FY 2025-2026.

2) Overtime Enhancement- Our current overtime budget is \$154,000 for the entire team of 7 officers (Probation overtime is not currently funded through the task force). Due to the shortage of officers with all the agencies throughout the county, the CCP Task Force has been requested to assist other units/agencies much more frequently. The task force regularly works special events, investigations, and missions that occur on their weekends. The task force is on schedule to exceed their yearly overtime budget. In addition, most of the agencies on the task force have received salary increases or are expecting salary increases in FY 2025-2026. Also, the second DAI investigator should be assigned to the task force full time by FY 2025-2026 so the overtime would be for 8 officers instead of 7. Due to the salary increases of the current task force members and the addition of the other DA Investigator, the current overtime budget is not sufficient.

3) Training/Equipment Enhancement- Increase by \$780,626. AB109 Task Force's current Training/Equipment budget is \$133,000. Last FY the initial budget was \$108,000. There was a midyear enhancement for an additional \$25,000 to account for increased training/equipment related to the addition of the boats. This gave a new total of \$133,000 annually. Last FY Fusus, Peregrine, and Prepared 911 were approved as a one-time purchase and is requested to moved to an ongoing budget item.

One Time Request 4) Multipurpose Command /UAS/Surveillance Vehicle - AB109 Task Force works closely with the investigative units and specialized units from all the law enforcement agencies throughout San Joaquin County on regular basis. AB109 Task Force assists these agencies with enforcement, compliance searches, UAS support, and surveillance. AB109 Task Force works surveillance/enforcement operations daily where ground surveillance, surveillance cameras, UAS, and air support may be used. These operations are usually mobile and don't stay in one location. Having a vehicle that is able to stream numerous camera feeds from multiple sources all at once and has a computer inside, would be a force multiplier and extremely beneficial. The vehicle would be used for multiple roles such as a UAS vehicle, a mini command vehicle, and a surveillance vehicle. Officers currently don't have a single vehicle that fits their operational needs and fulfills all of these roles. Crime Point manufactures a Premier Surveillance Platform which is a vehicle that is purpose built for law enforcement to allow the monitoring of numerous surveillance camera feeds all at one time and can have computers mounted inside for instant follow up investigation. The vehicle looks like a regular civilian vehicle with a small command center inside where officers can control and view not only the cameras mounted on the vehicle, but can also view camera feeds from multiple other sources such as city cameras, UAS, helicopters/airplanes, etc. The Crime Point Premier Surveillance vehicle can go mobile immediately without the set up and take down time of traditional large command post vehicle. The Crime Point vehicle can also be unmanned and the cameras on the vehicle can be viewed remotely. The surveillance platform also comes with a compact mobile surveillance system. The Crime Point Premier Surveillance Platform is a single vehicle that can be utilized to fulfill numerous roles that would normally take several different vehicles. It can be used for surveillance, as a mini mobile command post, and as UAS vehicle. The estimated total cost of the Crime Point Premier Surveillance Platform with the Compact Mobile Surveillance System is approximately \$260,000. The vehicle will become part of the

Stockton Police Department's (SPD) fleet and will be maintained by SPD.

5) The FATS AR Weapons Training System's is beneficial to all officers no matter what assignment they are in or how long they have been on the job. FATS AR's quick set up/take down time, quick reset of infinite fully customizable scenarios, real-time after-action reviews, portability, and the ability to be used anywhere will allow officers to get in much more repetitions in a short amount of time and get immediate feedback that they can visually see. This will aid in both tactical skills and de-escalation skills. The SPD Training Unit can implement in-service training with all sworn staff to include patrol and special assignment staff. Specific sessions will be established for groups as well as open dates for officers to receive additional training. The focus of the training will be de-escalation, force on force, and addressing specific concerns of officers. The ease of use, quick set up, and ability to move several officers through in a

short time frame, will allow for more effective training for our staff. This product will allow for a fast response to deficiencies and provide an avenue for remediation that we currently do not have. The estimated total cost of the FATS AR Weapons Training System is a one-time, all up front purchase price of approximately \$260,000. This includes any combination of six weapons (any combo of rifles and pistols), four trainee headsets and vests, two instructor headsets, a laptop, and a three-day training course for the trainers. 6) Vehicle Radios for SJC DAI Vehicles- The San Joaquin County District Attorney Investigators have two DA Investigators assigned to the AB109 Task Force. DAI does not have hard mounted police radios for their two vehicles that are assigned to the AB109 Task Force. SJC DAI request a one-time funding for radios for their two vehicles at a cost approximately \$22,000.

7) Falcon Cameras – SPD is requesting to add \$390,000 budget for the expansion of infrastructure-free license plate reader cameras. This

technology will assist with the task force by increasing actionable evidence and providing real-time alerts. BUDGET ENHANCEMENT SUMMARY (Total increase of \$486,651 + \$46,000 + \$780,626 = \$1,313,277)

1) Salary/Benefits Enhancement- Increase from \$2,278,135 to \$2,764,786 2) Overtime Enhancement- Increase from \$154,000 to \$200,000

3) Training/Equipment Enhancement- Increase from \$133,000 to \$913,626 ONE-TIME BUDGET REQUEST SUMMARY (Total request of \$937,000)

1) Multipurpose Command/UAS/Surveillance Vehicle= \$260,000 2) FATS Augmented Reality Training System= \$265,000 3) Two radios for DAI= \$22,000 4) Falcon Cameras=\$390,000

6. Indicate any challenges your program has faced during FY 2024-2025 and if you have been able to address them.

- 1) During the 2024-2025 fiscal year, the law enforcement agencies throughout San Joaquin County continue to have a shortage of officers. The Task Force has been called upon to assist all the agencies/units in the county on a much more frequent bases to assist with enforcement, searches, surveillance, apprehensions, missions, etc. The Task Force is adding 45% of an SPD officer and an additional Crime Analyst to the team to help with the increased work load. The Task Force will request an increase to the Salary/Benefits budget to compensate for the additions plus the increase in the current salaries of the existing officers.
- 2) The Task Force's overtime budget was not sufficient due to salary increases and the addition of 2 more members. The Task Force will request overtime budget enhancement to fund 9 officers instead of 7 officers on the task force (Probation Officer Salary and OT is not funded though this budget). The Task Force's proposed overtime budget mirrors the same amount that all of the task force officers assigned the federal task forces are allotted.

A. BUDGET LINE ITEM TOTALS: The **Proposed Budget Activities** table below details the total of each budget category. These totals will auto-populate when the corresponding tables are populated in the subsequent tabs.

PROPOSED BUDGET ACTIVITIES

Please only fill in the **blue** highlighted cells below under **Previous FY Budget**. All other cells are locked and will auto-populate. **Please remember to also include in your Previous FY Budget any enhancements you may have received during the year.**

Proposed Budget Line Items	Previous FY Budget	Proposed Budget 2025-2026	Increased Budget Amount
1. Salaries and Benefits	\$ 2,462,191	\$ 2,964,786	\$ 502,595
2. Services and Supplies	\$ 904,500	\$ 1,568,626	\$ 664,126
a. General Expenditures	\$ 904,500	\$ 1,568,626	\$ 664,126
b. Client Related Expenditures	\$ -	\$ -	\$ -
3. Professional Services	\$ -	\$ -	\$ -
4. Administrative <i>(Not to exceed 10% of Salaries and Benefits)</i>	\$ -	\$ -	\$ -
5. Fixed Assets/Equipment	\$ 946,000	\$ 282,000	\$ (664,000)
TOTAL	\$ 4,312,691	\$ 4,815,412	\$ 502,721

Reminder: There are no limitations on budget enhancement amounts so long as the amount is reasonable and has been sufficiently justified through narrative and supportive data.

B. BUDGET LINE ITEM DETAILS: Please provide details for each budget category that will sufficiently explain how the funds will be used. These totals will auto-populate to the **Proposed Budget Activities** table.

1. SALARIES AND BENEFITS, LABOR COSTS, and/or Productive Hourly Rate:

Compensation of employees for time devoted and identified specifically to this program. List number of staff, classification/title, FTE, productive hourly rate, salary and benefits, and any other labor expense.

Job Classification/Title	FTE	Proposed Productive Rate (if applicable)	Proposed Salary and Benefits
Stockton Police Sergeant	1.00	\$ -	\$ 379,034
Lodi Police Officer	1.00	\$ -	\$ 265,000
Manteca Police Officer	1.00	\$ -	\$ 331,000
SJ County Sheriff	1.00	\$ -	\$ 249,980
Stockton Police Officer	2.00	\$ -	\$ 629,688
Stockton Crime Analyst	2.00	\$ -	\$ 297,904
DA Investigators	2.00	\$ -	\$ 612,180
Task Force Overtime		\$ -	\$ 200,000
TOTAL	10.00		\$ 2,964,786

Please provide narrative below to sufficiently explain the details of the above table. If using a Productive Hourly Rate, please itemize the assumptions used to calculate your rate. *If there was an enhancement to this budget category, please provide details and sufficient justification below.*

Salary and negotiated benefits for the following Task Force Members: Stockton Police Sergeant (\$379,034); Lodi Police Officer (\$265,000); Manteca Police Officer (\$331,000); San Joaquin County Sheriff Deputy (\$249,980); Stockton Police Officers (\$629,688); Stockton Crime Analysts (\$297,904); 2 DA Investigators (\$612,180); and \$200,000 in overtime costs shared amongst Task Force members. Having an additional analyst on the AB109 team would greatly enhance our efficiency, effectiveness, and safety.

An analyst would be able to assist us with various tasks, such as:

- Collecting, organizing, and analyzing data on probationers, such as their risk level, compliance, needs, and outcomes.
- Generating reports, dashboards, and visualizations that summarize and communicate our performance and impact.
- Identifying trends, patterns, and anomalies that could indicate potential problems or opportunities for improvement.
- Providing intelligence and recommendations to support our decision-making and mission planning.
- Developing and implementing tools and systems that automate and streamline our processes.

By having an analyst on our team, we would be able to:

- Save time and resources by reducing manual and redundant work.
- Improve our quality and accuracy by minimizing errors and biases in enforcement.
- Enhance our accountability and transparency by documenting and sharing our results and actions.
- Increase our effectiveness and impact by targeting our interventions and resources to the most appropriate and needy probationers.
- Ensure our safety and security by detecting and preventing threats and risks from certain high-risk individuals.

Additionally, the analyst could assist with monitoring and completing grant-related record keeping and ensure progress is being made regularly on grant use.

2. SERVICES AND SUPPLIES: *General Expenditures and Client Related Expenditures.*

a) General Expenditures (e.g., office supplies, training costs, rent, communications, etc., for dedicated staff or clients). Please itemize this table in the same categories you will submit your reimbursement invoices.

General Expenditures	Estimated Budget 2025-2026
Task Force Training	\$ 88,000
Task Force Supplies	\$ 45,000
FUSUS	\$ 108,326
Prepared 911	\$ 438,800
Peregrine	\$ 233,500
FATS Augmented Reality Training System	\$ 265,000
Flock Falcon Cameras	\$ 390,000
TOTAL	\$ 1,568,626

Please provide narrative below to sufficiently explain the details of the above table. *If there was an enhancement to this budget category, please provide details and sufficient justification below.*

Request the training/equipment budget to increase to \$913,626, adding FUSUS, Prepared 911 and Peregrine to the ongoing budget (which were requested last year and approved as a one-time purchase). Request a one-time \$265,000 budget to add FATS Augmented Reality Training. FUSUS is a real-time crime center integration application that digests and analyzes all camera footage into operational intelligence. FATS Augmented Reality Weapons Training System allows the user to see the real environment they are in and blends it with computer generated virtual characters through the AR glasses. Flock Falcon Cameras Flock Safety for our LPR needs. Flock Safety provides 1000+ Law Enforcement Agencies in over 2,000 cities a scalable solution for public safety that reduces crime by up to 60%. Flock Safety is an all-encompassing system that does not solely depend upon vehicle license plates to identify vehicles used in crimes. It also isn't dependent upon our mobile units to conveniently drive by suspect vehicles. Fixed cameras would strategically be placed in high-traffic areas and areas affected by high crime based on crime analysis and data-driven policing. Detectives would be able to search vehicle type, make, color, license plate state, missing/covered plates, and other unique features like bumper stickers, decals, and roof racks as it is uncommon to obtain a full license plate rather the norm is a suspect vehicle description.

b) Client Related Expenditures (i.e., costs identifiable to clients):

Client Related Expenditures	Estimated Budget 2025-2026
	\$ -
TOTAL	\$ -

Please provide narrative below to sufficiently explain the details of the above table. *If there was an enhancement to this budget category, please provide details and sufficient justification below.*

3. PROFESSIONAL SERVICES: *List each outside consultant or provider, the contract amount, and the services to be provided.*

Contractor/Provider Name	Professional Services	Estimated Budget 2025-2026
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
TOTAL		\$ -

Please provide narrative below to sufficiently explain the details of the above table. *If there was an enhancement to this budget category, please provide details and sufficient justification below.*

4. ADMINISTRATIVE: Any administrative costs attributed to providing program services (e.g., Executive Management, Fiscal Services, Human Resources, etc.). Identify percentage and methodology for calculation. *Costs should not exceed 10% of Category 1.*

Administrative	Estimated Budget 2025-2026
	\$ -
	\$ -
	\$ -
	\$ -
TOTAL	\$ -

Please provide narrative below to sufficiently explain the details of the above table. *If there was an enhancement to this budget category, please provide details and sufficient justification below.*

5. FIXED ASSETS/ EQUIPMENT: Any single item of \$5,000.00 or greater that has a useful life of more than one year (e.g., computers and other office equipment necessary to perform program activities).

Purchased assets should be kept in an inventory by the requesting entity

Fixed Assets/ Equipment	Estimated Budget 2025-2026
Multipurpose Command/UAS/Surveillance Vehicle	\$ 260,000
Two Radios for DAI	\$ 22,000
	\$ -
	\$ -
TOTAL	\$ 282,000

Please provide narrative below to sufficiently explain the details of the above table. *If there was an enhancement to this budget category, please provide details and sufficient justification below.*

Request a one-time, \$282,000 budget for a multipurpose command/UAS/Surveillance vehicle. The vehicles in this class are \$260,000 to be outfitted and include sales tax and fees. Request a one-time, \$22,000 budget for two radios to add to the DA Investigator vehicles that were purchased in FY 2024-2025. Request a one-time, \$390,000 budget for expansion of Falcon Cameras.