

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and
 Crime Point, Inc ("Contractor") to provide a Surveillance Van
 as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and
 Exhibit C section 8:

Commences on: 8/1/25

Terminates on: 7/31/26

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement,
 including if authorized, reimbursement of expenses, is: \$ 260,000.00

4. The complete Agreement consists of all the following Agreement documents which by
 reference are incorporated and made a part of this Agreement. The parties agree to comply with
 the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Goods and Services Special Terms and Conditions ☒
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Crime Point Inc

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Leslie McLeod
 Authorized Signature

8/4/2025
 Date

Leslie McLeod, Vice President

Printed Name and Title of Person Signing

310 Camarillo Ranch Rd, Camarillo CA 93012
 Address

CITY OF STOCKTON

Steve Colangelo, Interim City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Lori M. Asuncion, City Attorney

BY:

EXHIBIT A

STATEMENT OF WORK

1. Project Objectives

- 1.1 Contractor will build a customized mobile surveillance van to assist the Community Corrections Partnership (CCP) taskforce in conducting covert surveillance, unmanned aircraft systems, and command operations.

2. Project Scope

- 2.1 Contractor shall design and build the surveillance van to the unique specification for the City of Stockton Police Department.

3. Specifications

- 3.1 During the term of this agreement the contractor shall provide a customized Ford Transit 250 low roof surveillance van which shall be equipped with doors, countertop space, lights, storage areas, batteries, and cameras and all specifications listed in attachment A.
- 3.2 Contractor shall provide a two (2) year warranty with onsite support as required after the completion of the fabrication and delivery.

4. Major Deliverables

- 4.1 Contractor shall provide remote Training.

5. Tasks That Support the Deliverables

- 5.1 Contractor shall work directly with the CCP taskforce to schedule the remote training.

6. Criteria of Acceptance for Deliverables

- 6.1 Contractor shall provide remote training with 60 days of surveillance van delivery.
- 6.2 Contractor shall schedule training with:
 - Stockton Police Department
 - Attn: Bobby Wong
 - (209) 937-7147

7. **Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Crime Point, Inc.
310 Camarillo Ranch Rd
Camarillo, CA 93012

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

8. **Key Personnel**

Crime Point, Inc
Sales Division
310 Camarillo Ranch Rd
Camarillo, CA 93012
(888) 484-9901

Attachment A - Premier Surveillance Platform Specifications

Attachment A

Attachment A - Premier Surveillance Platform Specifications



4682 Calle Bolero, Unit A • Camarillo, CA 93012 • 888/805 484-9901
fax 805 388-3374 • info@crimepoint.net • www.crimepoint.net

Sole Source Specifications:



Surveillance Vehicle Technology

Crime Point is the manufacturer of fully integrated **IP Complete® Surveillance Vehicle Technology**, designed exclusively for police investigations and installed in its Premier Platform line of full-size and mini-vans. The Premier Platform was strategically engineered in response to the expressed priorities of law enforcement investigators: comfort, simplicity, and support. Scalable packages incorporate full-system compatibility, ease of operation, high-level technical performance, and proactive, expert customer service.

The company has no authorized resellers or distributors for this equipment and is the sole source.

IP Complete® branding refers to Crime Point-exclusive equipment, engineered and manufactured specifically for mobile manned and unmanned law enforcement applications. The brand does not include equipment adapted and integrated from security and other industries for police surveillance use. The equipment below is included in the provided estimate.

■ **Software:** QuickGlance™ Surveillance Management Software

1. Monitor battery status remotely. Officers can pinpoint length of the operation.
2. Monitor climate control remotely. View the system's internal temperature and fan on/off status.
3. Monitor logs remotely. Review system records, including the VMS software.
4. Monitor cellular signal strength remotely. Gauge status of the cellular connection.
5. Monitor component on/off status. Clearly verifies that each component is on/off-line.
6. Help function. Interactive help and training allows officers to learn the software quickly.
7. Configure advanced security. Choose desired password encryption level.
8. Configure users and permission centrally. Add, remove or modify user access for the entire system, or for desired level such as View Only or Pan/Tilt/Zoom control.
9. Download archives easily. Export program simplifies evidence-ready video, automatically breaking archives into DVD-sized segments and including the player in the export.
10. Delete old video easily. Deletes video by time recorded and camera name, quickly with minimal steps.
11. Send texts/emails in one easy step. Built-in configuration for most popular email providers and SMS.
12. Fault management system. Alerts users to problems immediately when they view system, to take corrective action and continue operation.
13. Smart phone compatible. Features easily browsed from users' smart phones, both iOS and Android formats.

■ **Support:** Virtual Technician™

1. Proprietary power distribution board with integrated software support system
2. Real time diagnostics and notifications
3. Real time monitoring of voltage and current drain of surveillance, environmental, and starting battery banks
4. Smart battery management
5. Emergency engine starting battery combiner
6. Crew Compartment and Tech Room temperature monitoring
7. Visual and network fault indicators
8. 24/7 pro-active technical support
9. Remote reboot of individual components or complete system

■ **NDVR: Flex™ Network Recording System**

1. QuickGlance™ user interface
2. Customized hardened operating system
3. 8 Core 3.0GHz CPU or Better
4. 16GB DDR4-2666 RAM or Better
5. Standardized camera control
6. MJPEG Network Video Recorder (current revision ViewCommander software)
7. 4TB solid state internal hard drive
8. Crime Point "Enhanced Export" function with video/audio export overlay
9. Integration with agency audio devices
10. Download: USB 3.0/Network

■ **Back-up NDVR: Flex Jr™ Network Recording System**

1. QuickGlance™ user interface
2. MJPEG network video recorder
3. Records PTZ cameras at all times
4. Customized hardened operating system
5. 1 TB mobile hard drive
6. Standardized camera control
7. Crime Point "Enhanced Export" function with video/audio export crossover
8. Download: USB 3.0/Network

■ **IP Camera: Hermit Cam HD®**

1. Ruggedized IP camera engineered specifically for covert mobile operations. Metal construction with motion designed to minimize possibility of inadvertent observation by suspects.
2. Front-tilt configuration for maximum concealability (2-3" imaging portal).
3. Wide 0-60° C operating temperature range. Environmental chamber-verified
4. Internet-based monitoring and control
5. At 100 yards the camera must have a field of view: 6.1 feet high by 8.1 feet wide
6. 2.1 MP 1/2" Sony CMOS sensor
7. 7-84mm optical zoom (F1.5~1.9) w/ or 6-180mm optical zoom (F1.5~4.3) options
8. Dimensions: 7.4" x 5.87" x 8.75" (18.8 x 14.9 x 22.23 cm)
9. Weight: 3.2 lbs / 3.4 lbs
10. 32X digital zoom
11. 70° pan range; 50° tilt range (mechanical) Mid-lens full-range portal size 1.6 x 2x2"
12. Urban Low Light™ – Optimal performance in low light conditions is easily configured with a single slider.
13. Easy Default Button – Returns camera to standard settings with single button click.
14. Image Stabilization
15. Backlight Compensation
16. iOS/Android Compatible
17. Temperature-controlled ventilation
18. Easy on-off help prompts: displays help for each function as user interacts with the system
19. Near Focus Limit prevents camera from focusing on window material rather than the intended target

■ **IP Camera (roof-mount): AntennaCam™**

1. Covert IP camera designed and manufactured specifically for installation in law enforcement surveillance vehicles.

2. Rugged outdoor-grade construction
3. Gloss black color
4. 360° continuous pan
5. Front-tilt
6. 2.1 megapixel
7. 1080p (1920 x 1080) resolution
8. IOS/Android Compatible
9. Dimensions: 2.4" from roof
10. 5.6" diameter at base
11. 4.1" diameter at top
12. Window: 1.04" high x 1.73" wide
13. 5.5" from ceiling (In-vehicle)
14. Adapter plate
15. Appearance: GPS/cellular antenna commonly seen on industrial vehicles
16. Easy removal for service
17. Reverse-facing home position
18. Presets and precise positioning
19. Quick-adjust tool for optimizing challenging lighting conditions
20. Easy on-off help prompts: displays help for each function as user interacts with the system
21. Return-to-default button

Choice of:

1. High-powered 12x optical zoom (51.1° - 5.0° HAOV @ 2.1MP)
2. 32x digital zoom
3. Color: 0.0375 lux
4. B/W: 0.002 lux
- OR
5. High-powered 30x optical zoom (58.9° - 2.11° HAOV @ 2.1MP)
6. 32x digital zoom
7. Color: 0.125 lux
8. B/W: 0.025 lux

■ **Workstations:** Dual independent operator stations

1. Adjustable heavy-duty desk top
2. Flip-up lap-top tray
3. Slide-out keyboard tray
4. Holster and retractable platform for computer mouse and/or joystick

■ **Air Conditioning:** Native 12-volt, low-current air conditioning system

1. 20°F delta between ambient and vent air
2. 3000 BTU capacity
3. Thermostatic temperature control
4. Low current draw; long duration
5. Custom, multi-layered insulation in dedicated Command Center



www.crimepoint.net

Crime Point, Inc.

310 Camarillo Ranch Rd.
Camarillo, California 93012
United States
Phone: (888) 484-9901
Fax: (805) 388-3374
ar@crimepoint.net

Estimate

Date: Jun 16, 2025
Valid Until: Aug 15, 2025
Estimate Number : 24989

BILL TO:

Stockton Police Department (CA)
22 East Market St
Stockton, CA 95202

SHIP TO:

Stockton Police Department (CA)
C/O: Robert (Bobby) Wong

Agency Name: Stockton Police Department (CA)
Contact Name: Robert (Bobby) Wong

Terms: Net 30

No. Part Number	Product Details	Quantity	List Price	Total
1 PVP-LGSV	Premier Surveillance Platform Upfit - Low Roof IP COMPLETE® Surveillance Vehicle package.	1	\$ 157,500.00	\$ 157,500.00
2 CUSTOM	Custom Ford Transit 250 low roof, regular wheelbase	1	\$ 52,950.00	\$ 52,950.00
3 HC-AC-DN	AntennaCam HD Extended Zoom Roof Mounted Camera	1	\$ 9,899.00	\$ 9,899.00
4 CUSTOM	Custom 32" monitor on swing out arm with Flex Jr	1	\$ 3,850.00	\$ 3,850.00
5 MD-HC-LL-R4	Modular Low Light with 4TB NVR Modular surveillance system with HermitCam® HD Low Light PTZ camera and integrated base, with 4TB hard drive, recording software, QuickGlance interface, and cellular modem. Includes choice of concealment	1	\$ 11,499.00	\$ 11,499.00
6 MD-CPD	Modular Disguise - Commercial Product without battery Drywall joint compound disguise box with ventilated modular base.	1	\$ 0.00	\$ 0.00
7 MD-VMP	Vehicle Interior Mounting Platform Adjustable vehicle mounting platform for Crime Point HermitCam® HD Cameras and Modular Systems.	1	\$ 0.00	\$ 0.00
8 LiFePO4 100 amp hour battery	LiFePO4 100 amp hour battery LiFePO4 battery - minimum 100Ah	1	\$ 925.00	\$ 925.00

No, Part Number	Product Details	Quantity	List Price	Total
9 LiFePO4-BC 15	LiFePO4 15 amp battery charger	1	\$ 160.00	\$ 160.00

15A LiFePO4 battery charger for 50 and 100 Ah batteries.

Specifications subject to change: LiFePO4 battery charge capacity 15 Amps.

Shipping

\$100 \$100

Sub Total \$ 236,883.00

Discount \$6000

Tax \$ 20,770.47

Adjustment \$ 0.00

Grand Total \$ 251,653.47

Discount

Terms and Conditions

Agency supplied data plan required for internet connectivity.

Prices quoted effective for 60 days. Agency-supplied transport.

Exhibit B:
Insurance Requirements for Trainers
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Instructor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Instructor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be *at least as broad as*:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Instructor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000** per **accident for** bodily injury and property damage. (**Note** – required only if auto is used in performance of work).
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Instructor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Instructor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Instructor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

REV 2025-06-04

The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. **The City of Stockton, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Instructor including materials, parts or equipment furnished in connection with such work or operations. Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.
2. For any claims related to this contract, the **Instructor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, agents, and volunteers. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.
3. The Insurance Company agrees to **waive all rights of subrogation** against the City of Stockton, its elected or appointed officers, officials, agents, and employees for losses paid under the terms of any policy which arise from work performed by the Instructor for the City of Stockton. This provision also applies to the Instructor's Workers' Compensation policy.
4. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Umbrella or Excess Policy

The Instructor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

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Claims Made Policies (Professional Liability, SAM Liability, or Pollution Liability coverages)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Instructor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Instructor shall furnish the City of Stockton with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to the City of Stockton before work begins. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

Special Events Coverage for Instructors

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Instructor can obtain additional information and cost from the City of Stockton.

Special or Low Risk Activities

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The City of Stockton reserves the right to modify or waive insurance requirements for certain low risk recreational activities.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers

REV 2025-06-04

425 N El Dorado Street
Stockton, CA 95202

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9. 1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that all Subcontractors must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Subcontractors personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. Records and Audits. Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. Confidentiality. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. Conflicts of Interest. Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. Waiver. In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. No Personal Liability. No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

GOODS AND SERVICES TERMS AND CONDITIONS

1. Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. General. The following terms and conditions are applicable for the purchase of goods and services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. Time for Performance.

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration, or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance, or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

7. Findings Confidential

All the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

8. Right of Inspection

All Deliverables furnished by Contractor must be as specified in Exhibit A and will be subject to inspection and approval of City after delivery. City reserves the right to reject and return, at the risk and expense of Contractor, the portion of any Deliverable which may be defective or fail to comply with specifications in Exhibit A without invalidating the remainder of the Deliverables. If rejected, Deliverable will be held for disposition at the expense and risk of Contractor. Payment for Deliverable prior to inspection shall not constitute acceptance of the Deliverable.

9. Warranty

Contractor warrants that (i) any Deliverable created or performed by Contractor for City under this Agreement will conform to specifications, drawings or samples furnished by City to Contractor for a minimum period of one year, and (ii) any standard Deliverable sold by Contractor to other customers besides City will meet or exceed any of the standards for such types of product in industry, any express or implied warranty stated or

advertised by Contractor or the actual manufacturer of such Deliverable, or any warranties implied by law. Contractor's warranty shall survive delivery of Deliverable and shall not be deemed waived by City's failure to discover defects, acceptance of the Deliverable, or payment, therefore.

10. Ownership

Contractor shall have title to and bear the risk of any loss or damage to the Deliverable until the Deliverable is delivered and accepted by City in conformity with this Agreement. Upon delivery and acceptance, Deliverable delivered by Contractor shall become the exclusive property of City. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, or otherwise use the Deliverable. All artwork, patterns, dies, models, samples, materials, drawings, specifications, technical material, advertising material and any other personal property furnished by City to Contractor, or specifically paid for by City for use in performance of the Agreement, shall be and remain the property of City and said property shall be used only for Deliverables benefiting City. Contractor shall return to City or shall dispose of this property only according to City's instruction.

11. Applicable Laws

Under guidelines specified in 29 CFR 1910.1200 (f) and (g) City requests that Contractor label applicable Deliverables accordingly and provide associated Safety Data Sheets ("SDS") to City.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

12. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is

registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

13. Shipping Terms

City shipment terms are F.O.B. Destination, Freight Prepaid and Added unless otherwise specified in the Agreement. Contractor shall observe shipping instructions and, unless otherwise stated in the instructions, shall ship Deliverables in the safest and most economical manner necessary to meet the delivery date specified in the Agreement. Contractor shall provide an itemized packing list showing the Agreement number with the shipment. Contractor shall include the Agreement number on all packages, boxes, invoices, and shipping documents. Contractor shall label all individual boxes with stock number and quantity and items with different stock numbers shall be boxed separately. City reserves the right to refuse, at Contractor's expense, any shipments not containing the Agreement number or stock numbers as required under this section.

14. Deliveries

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ANY ORDER. If Deliverable is not provided or performed within the times specified in the Agreement, City may cancel the Agreement and hold Contractor liable for damages incurred due to the untimely delivery including, but not limited to, the additional costs resultant from City procuring substitute Deliverables elsewhere.

15. Price and Quantities

Prices and quantities set forth in this Agreement may not be altered by Contractor without the prior written authorization of City, with the exception that quantities of custom paper or printed Deliverables, chemicals, or fuel may deviate from those in the Agreement by the lesser of standard industry practices.

EXHIBIT E

COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$260,000 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 0%.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

Task	Description	Task Price
1	Premier Surveillance Platform Upfit – Low Roof	\$158,000
2	Custom – Ford Transit 250 low roof, regular wheelbase	\$53,000
3	AntennaCam HD Extended Zoom Roof Mounted Camera	\$9,900
4	Custom – 32” monitor on swing out arm with Flex Jr	\$3,900
5	Modular Low Light with 4TB NVR	\$11,500
6	Modular Disguise – commercial Product without battery	\$0
7	Vehicle Interior Mounting Platform	\$0
8	LiFePO4 100 amp hour battery	\$925
9	LiFePO4 15 amp battery Charger	\$160
10	Tax	\$20,771
TOTAL PRICE		\$258,156

5. **Invoice to Address**. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Police Department
 Attention: Fiscal Affairs
 425 N. El Dorado Street
 Stockton, CA 95202

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 Delivery on all items shall be agency supplied or shipped via cargo carrier.

1.1.2 Remote training must be scheduled within 60 days of the delivery of the surveillance van.

EXHIBIT G SPECIAL FUNDING & CONDITIONS



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:

- 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.
- 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 sjcprobationAP@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

EXHIBIT A

Attachment A

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.*

EXHIBIT A

Attachment A

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

EXHIBIT A

Attachment 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

EXHIBIT A

Attachment A

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.

EXHIBIT A

Attachment A

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 (Not to exceed 10% of Salaries and Benefits)	\$ -	\$ -	\$ -
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.

EXHIBIT A

Attachment A

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.*

EXHIBIT A

Attachment A

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.

EXHIBIT A

Attachment A

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.*

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EXHIBIT A

Attachment A

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.*

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EXHIBIT A

Attachment A

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.*

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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.*

EXHIBIT A

Attachment A

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.

