

COMMUNITY BASED PROSECUTION PROGRAM AGREEMENT

THE COMMUNITY BASED PROSECUTION PROGRAM AGREEMENT ("Agreement") is entered into on July 1, 2026, between the City of Richmond ("the "City") and Contra Costa County, by and on behalf of its District Attorney's Office (the "District Attorney"), collectively, the "Parties."

RECITALS

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

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

- 1. Effective Date.** The effective date of this Agreement is the date first written above subject to the approval by the Contra Costa County Board of Supervisors.
- 2. Services.** District Attorney shall provide the basic services (the "Services") described in detail in Exhibit A, Scope of the Services and Compensation, attached hereto and made a part hereof.
- 3. Amendment.** If authorized, District Attorney shall furnish additional services, which are in addition to the Services. If additional services are requested by City, this Agreement may be amended, modified, or changed by the Parties subject to mutual consent and a written amendment, signed by authorized representatives of both Parties.
- 4. Authorized Representatives.** Authorized representatives shall represent the City and District Attorney in all matters pertaining to the Services except where approval for the City is specifically required by the City Council or approval for the District Attorney is specifically required by the County Board of Supervisors. All requirements of City pertaining to the Services shall be submitted through these representatives, and City shall cooperate with District Attorney in all matters relating to this Agreement in such a manner as will result in the performance of such work without delay. The City authorized representative is the Chief of Police or his/her designee. The District Attorney's representative is the District Attorney or designee.
- 5. Compensation.** District Attorney shall be compensated on a time and materials basis for the Services, in an amount not to exceed \$100,000 each fiscal year, up to a total of no more than \$300,000 for the duration of this agreement, as more particularly described in Exhibit A, Scope of Services and Compensation; and District Attorney shall be compensated for any additional services rendered

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

6. **Term.** Subject to the approval of the Contra Costa County Board of Supervisors, the term of this Agreement shall commence on July 1, 2026 and expire on June 30, 2029.
7. **Standard of Performance.** District Attorney represents to City that the Services shall be performed in an expeditious manner and with the degree of skill and care that is required by current, good, and sound procedures and practices. District Attorney further agrees that the Services shall be in conformance with generally accepted professional standards prevailing at the time work is performed.
8. **Performance by District Attorney.** District Attorney hereby designates a mutually agreed upon Deputy District Attorney, as the person primarily responsible for the day-to-day performance of the Services (the "Community Based Prosecutor"). District Attorney will be able to change the Community Based Prosecutor with the written prior consent of the City. Unless otherwise expressly agreed to by the City, the Community Based Prosecutor shall remain responsible for the quality and timeliness of performance of the Services, notwithstanding any permitted or approved delegation hereunder.
9. **Ownership and Maintenance of Documents.** All documents furnished by the District Attorney pursuant to this Agreement are instruments of the Services. They are not intended nor represented to be suitable for reuse by others on extension of this Agreement, or any other agreement. Any reuse without specific written verification and adoption by District Attorney for the specific purpose intended will be at the user's sole risk and without liability or legal exposure and expenses to District Attorney, including attorney's fees arising out of such unauthorized reuse.

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

10. **Indemnification.** District Attorney agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of

the negligent acts or omissions of District Attorney in performance of this Agreement and the Services.

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

12. Suspension of Work. City or District Attorney may, at any time, by ten (10) days written notice, suspend further performance by District Attorney of the Services. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, and District Attorney shall be paid for the Services performed and the reimbursable expenses incurred prior to the suspension date. During the period of suspension, District Attorney shall not receive any payment for services, or expenses, except for reasonable administration expenses, incurred by District Attorney by reason of such suspension.

13. Termination. City or District Attorney may terminate this Agreement for any reason upon ten (10) days written notice to the other party. City or District Attorney may terminate this Agreement upon five (5) days written notice if District Attorney or City breaches this Agreement. In the event of termination, District Attorney shall promptly deliver to the City any reports or other written, recorded, photographic, or visual materials and other deliverables prepared for the City prior to the effective date of such termination. District Attorney shall not be required to provide City any prosecution documents, documents covered by the attorney-client privilege or any other applicable privilege, and documents pertaining to District Attorney's work product. After receipt of deliverables, City will pay District Attorney for the Services performed as of the effective date of the termination.

14. Compliance with Civil Rights. During the performance of this contract, District Attorney agrees as follows:

- **Equal Employment Opportunity.** In connection with the execution of this Agreement, District Attorney shall not discriminate against any employee or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

- **Non-discrimination Civil Rights Act of 1964.** District Attorney will comply with federal regulations relative to non-discrimination in federal assisted programs.

15. Independent Contractor. In assuming and performing the Services, District Attorney in an independent contractor and shall not be eligible for benefits, which the City may provide its employees, except as expressly provided for in the Agreement. All persons, if any, hired by District Attorney shall be employees or subcontractors of District Attorney and shall not be construed as employees or agents of the City in any respect. District Attorney shall have responsibility for and control over the means of providing the Services.

16. Compliance with Laws. District Attorney shall comply with all applicable Federal, State of California, and local laws, rules and regulations and shall obtain all applicable licenses for the performance of the Services.

17. Choice of Laws. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

18. Non-Waiver. The waiver by either Party of any breach of any term, covenant, or condition contained in the Agreement, or any default in their performance of any obligations under the Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same.

19. Integration. The agreement contains the entire agreement and understanding between the Parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representations, writing and discussions between District Attorney and City, whether oral or written.

20. Successors and Assigns. City and District Attorney respectively bind themselves, their successors, assigns and legal representatives. District Attorney shall not assign or transfer any interest in the Agreement without the City's prior consent, which consent shall be in the City's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

21. Financial Records. Records of District Attorney's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when requested.

22. Notices. All notices required hereunder shall be in writing and mailed postage prepaid by Certified or Registered mail, receipt requested, or by personal delivery to the City and District Attorney's address as shown below, or such other places as City or District Attorney may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or upon personal delivery.

To City:

Police Chief
Richmond Police Department
1701 Regatta Boulevard
Attn: Timothy Simmons
Richmond, California 94804
(510) 621-1802

To District Attorney:

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

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

CONTRA COSTA DISTRICT ATTORNEY

CITY OF RICHMOND

By: _____
Diana Becton, District Attorney

By: _____
Eduardo Martinez, Mayor

By: _____
Designee, Board of Supervisors

ATTEST:

By: _____
City Clerk

By: _____
County Counsel, Contra Costa

APPROVED AS TO FORM:

By: _____
County Administrator, Contra Costa

By: _____
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION

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

REDUCTION OF VIOLENT CRIME DUTIES

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

enhancements, requests for further investigation by the Richmond Police Department, pretrial plea offers made by the court and/or the Community Prosecutor and post-trial sentences.

- 6. City's Duties.** The City will provide the Community Based Prosecutor a workstation/office conducive to the work of an attorney, office phone and cellular telephone. The City will provide the necessary data lines so the Community Based Prosecutor can access the Police Department's network and the District Attorney's network and LJIS mainframe application via the County's Virtual Private Network.
- 7. Community Based Prosecutor Compensation.** Subject to the terms and conditions expressed in this agreement, for services rendered, the City shall pay the District Attorney a fixed amount of \$100,000 each fiscal year, up to a total of \$300,000 for the duration of this agreement, paid in equal quarterly installments throughout the County's fiscal year from July 1, 2026 through June 30, 2029.