



REPORT TO COUNCIL

City of Sacramento

915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

STAFF REPORT
February 14, 2006

Honorable Mayor and
Members of the City Council

Subject: Approve Memorandum of Understanding with the Sacramento County
District Attorney's Office for Downtown Community Prosecution Program
Services

Location/Council District:
Citywide.

Recommendation:

Adopt a Resolution authorizing the City Manager to execute a Memorandum of Understanding with the Sacramento County District Attorney's Office to provide Community Prosecution Program Services in the downtown area.

Contact: Patti Bisharat, Government Affairs Manager, 808-8197

Presenters: Patti Bisharat, Government Affairs Manager, 808-8197

Department: City Manager's Office

Organization No: 0310

Summary:

Staff is recommending that the City Manager be authorized to execute a Memorandum of Understanding (MOU) with the Sacramento County District Attorney's Office to implement a Community Prosecution pilot program focused on the downtown area.

Committee/Commission Action:

None.

Background Information:

The Sacramento County District Attorney's Office Community Prosecution Program began in 2000-01. The program focuses on targeted geographic areas and involves proactive, collaborative partnerships between the prosecutor's office, law enforcement, the community, public entities and private organizations. The authority of the District Attorney's Office is used to solve problems, provide public safety and enhance the

quality of life in the areas where Community Prosecutors are assigned. This approach has proven successful in other areas as a way to leverage resources amongst interested partners to address problem issues.

This report recommends that the Mayor/City Council authorize the City Manager to execute an agreement with the Sacramento County District Attorney's Office for a Community Prosecution pilot program in the downtown area (Attachment 1). Under the program, a Community Prosecutor is exclusively assigned to work closely with partners, law enforcement and business to address issues in a targeted geographic area. Approaches are customized depending on the geographic area, demographics, types of crime, etc. The partners in this pilot effort include the Downtown Partnership, Regional Transit, the District Attorney's Office and the City of Sacramento.

The pilot program would be for three years and focus on the downtown area including Old Sacramento. The existing agreement between the City and the Sacramento County District Attorney's Office that established the cooperative efforts for prosecution of city code violations has been amended to eliminate the prior geographic boundaries and add the new boundaries under the proposed MOU (Attachment 2). A map showing the boundaries under the proposed MOU is included as Attachment 3. Annual cost for the program of \$160,000 would be split between the partners as follows: Downtown Partnership \$80,000 (50%); Regional Transit \$25,000 (15.6%); Sacramento District Attorney's Office \$20,000 (12.5%); City of Sacramento \$35,000 (21.9%).

The program partners are working collaboratively to identify a storefront location to serve as office space for the community prosecutor. Being located in the downtown would allow for greater interaction and collaboration with POP officers and the bike patrol. City staff is evaluating currently vacant lease space as a temporary location. Limited city space may be available on K Street between 3rd and 4th without compromising the lease potential for the location. However, should there be tenant interest in the space, an alternative location would be found for the community prosecutor. The Downtown Partnership would fund any utilities and custodial costs.

This program will be evaluated during the three-year program to determine its success and the benefit for continuing it beyond the initial period. Staff would report to the Mayor/City Council at that time with a recommended action.

Financial Considerations:

The City's portion of the cost for the downtown Community Prosecution pilot program is \$35,000 a year for three years. Funding to support the City's portion of the pilot program will be allocated from the General Fund Administrative Contingency.

Environmental Considerations:

None.

**MEMORANDUM OF UNDERSTANDING
FOR
COMMUNITY PROSECUTION PROGRAM SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this _____ day of _____, 2006 by and between the City of Sacramento, California hereinafter called "CITY," and the County of Sacramento, California, District Attorney's Office hereinafter called "DISTRICT ATTORNEY."

WHEREAS, DISTRICT ATTORNEY operates a Community Prosecution Program to solve problems, ensure public safety and enhance the quality of life; and

WHEREAS, DISTRICT ATTORNEY'S Community Prosecution Program focuses on targeted areas and involves a long-term proactive partnership between prosecutors, law enforcement, the community and public and private organizations; and

WHEREAS, CITY desires to obtain said Community Prosecution Program services for the benefit of its citizens;

NOW, THEREFORE, in consideration of the provisions of this MOU, both CITY and DISTRICT ATTORNEY agree as follows:

1. Scope of Services.

The duties of a full time Community Prosecutor assigned by DISTRICT ATTORNEY to the geographic area described in the attached map shall include:

- Attend meetings of community organizations to familiarize community members with the Community Prosecution Program, and distribute a survey intended to reveal public safety and quality of life problems. Evaluate data from problem identification surveys and formulate a priority list for addressing the problems.
- Meet with community members and law enforcement at regular sessions of community groups, or at discussion sessions organized by the Community Prosecutor. The Community Prosecutor and Problem-Oriented Police (POP) Officers will meet with community groups to present survey results and solicit citizen ideas and concerns for ultimate strategies to address the problems identified in the survey.
 - Work with POP officers and community members and community organizations to focus resources to solve the most significant and pressing problems.
- In working with law enforcement and the community to craft solutions, the Community Prosecutor will rely upon:
 - Criminal prosecution – felony, misdemeanor and infraction
 - Civil prosecution
 - Probation and parole violations

- Informal meetings
 - Informal mediation
 - Citizen mobilization
 - Commercial intervention
 - Neighborhood Accountability Boards
 - Student Attendance Review Boards
 - Juvenile prosecution
 - Referral to mediation centers
 - Referral to neighborhood coaching services
 - Community action
 - Landlord training
- Attend regular meetings of public and private organizations, and neighborhood and business associations in the service area.
 - Monitor the filing and prosecution of significant “impact” cases affecting the service area.
 - Educate community members on Victim/Witness Assistance Program services available through the District Attorney’s Office and the State of California. Familiarize community members with the criminal justice process.
 - Distribute periodic informal surveys among community members of new public safety and quality of life issues. Periodically distribute surveys to evaluate the success of the Community Prosecution Program.
 - Consult with POP officers, law enforcement agencies and community members in the course of investigations to devise strategies to eliminate community problems. Refine partnerships with the Sacramento Police Department, public and private agencies and community members, to focus resources on identified community problems.
 - Work with CITY officials to provide reinforcement when dealing with recalcitrant landlords and prosecution of cases of significant community interest. Work with the community to address quality of life issues such as chronic inebriates, illegal camping, panhandlers, loiterers and graffiti vandals.

2. Reimbursement.

- A. Upon presentation of a DISTRICT ATTORNEY invoice, CITY shall reimburse DISTRICT ATTORNEY \$35,000 for the twelve-month period January 1, 2006 through December 31, 2006.
- B. In anticipation of annual county personnel cost increases for the assigned Community Prosecutor, the annual reimbursement rate shall be reviewed by DISTRICT ATTORNEY and CITY for each of the subsequent 12-month periods under the term of this MOU and revised as mutually agreed by letter amendment to this MOU.

3. Alteration.

This MOU may be modified or extended by letter amendment upon the mutual consent of CITY and DISTRICT ATTORNEY.

4. Term.

This MOU shall be effective on January 1, 2006, and shall remain in effect for the three-year period ending December 31, 2008 unless terminated by either party after giving the other party sixty days written notice of termination.

5. Notice.

A. Notice to DISTRICT ATTORNEY:

Sacramento County District Attorney
901 G Street
Sacramento, CA 95814
Attn: Chief Deputy District Attorney

B. Notice to CITY:

City of Sacramento
915 I Street
Sacramento, CA 95814
Attn: City Manager

IN WITNESS WHEREOF, this MOU has been executed by and on behalf of the parties hereto, the day and year first above written.

Ray Kerridge
Interim City Manager
City of Sacramento, CA

APPROVED AS TO FORM:

Deputy City Attorney

Jan Scully
District Attorney
County of Sacramento

ATTEST:

City Clerk

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
REGARDING THE PROSECUTION OF MISDEMEANORS AND
INFRACTIONS ARISING FROM VIOLATIONS OF THE
SACRAMENTO CITY CODE**

I. PURPOSE

The purpose of this First Amendment is to establish authorization from the City Attorney's Office for the community prosecutor of the District Attorney's Office to prosecute misdemeanor and infraction violations of the City Code in a designated geographic area. The community prosecutor will handle only those City Code violations brought to the prosecutor by designated members of the Sacramento Police Department or City Code Enforcement.

II. AMENDMENT TERMS

The parties agree that effective January 1, 2006, the Memorandum of Understanding dated February 5, 2001 shall be amended in accordance with the following terms:

1. Section II is hereby amended to add the following as the last paragraph in the section:

Consent is hereby given by the City Attorney to the District Attorney for the prosecution of City Code violations in the geographic area defined by Exhibit A and encompassed by the Business Improvement District of the Downtown Partnership. When the District Attorney's community prosecutor is prosecuting City Code violations pursuant to said consent, the District Attorney's Office shall be guided by the City's policies, guidelines and criteria relating to City Code criminal prosecutions.

2. Section VII is hereby renumbered to change :
Paragraph "D." Violation of a State Code charged with a City Code Violation to paragraph "E."
3. Section VII is hereby amended to add the following as Section VII F:

F. Violation of City Code occurring within the geographic area of the Community Prosecutor

The community prosecutor shall have the discretion to review, file and prosecute City Code violations occurring within the geographic area described in Attachment A. The authority of the community prosecutor to prosecute City Code violations is limited to violations which occur within

the designated geographic area during the period which a community prosecutor is assigned to this area. The community prosecutor will be working with designated members of the Sacramento Police Department and City Code Enforcement and will handle only those City Code violations brought to the prosecutor by those designated members of the Sacramento Police Department or City Code Enforcement.

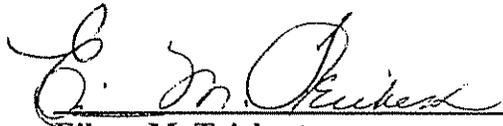
4. Subsection VIII paragraph 1 is hereby amended as follows:

VIII. SUBMISSION BY LAW ENFORCEMENT FOR FILING DECISION

When a case contains only a City Code violation, the case shall be submitted to the City Attorney's Office for review, except as specified in Section VII (F).

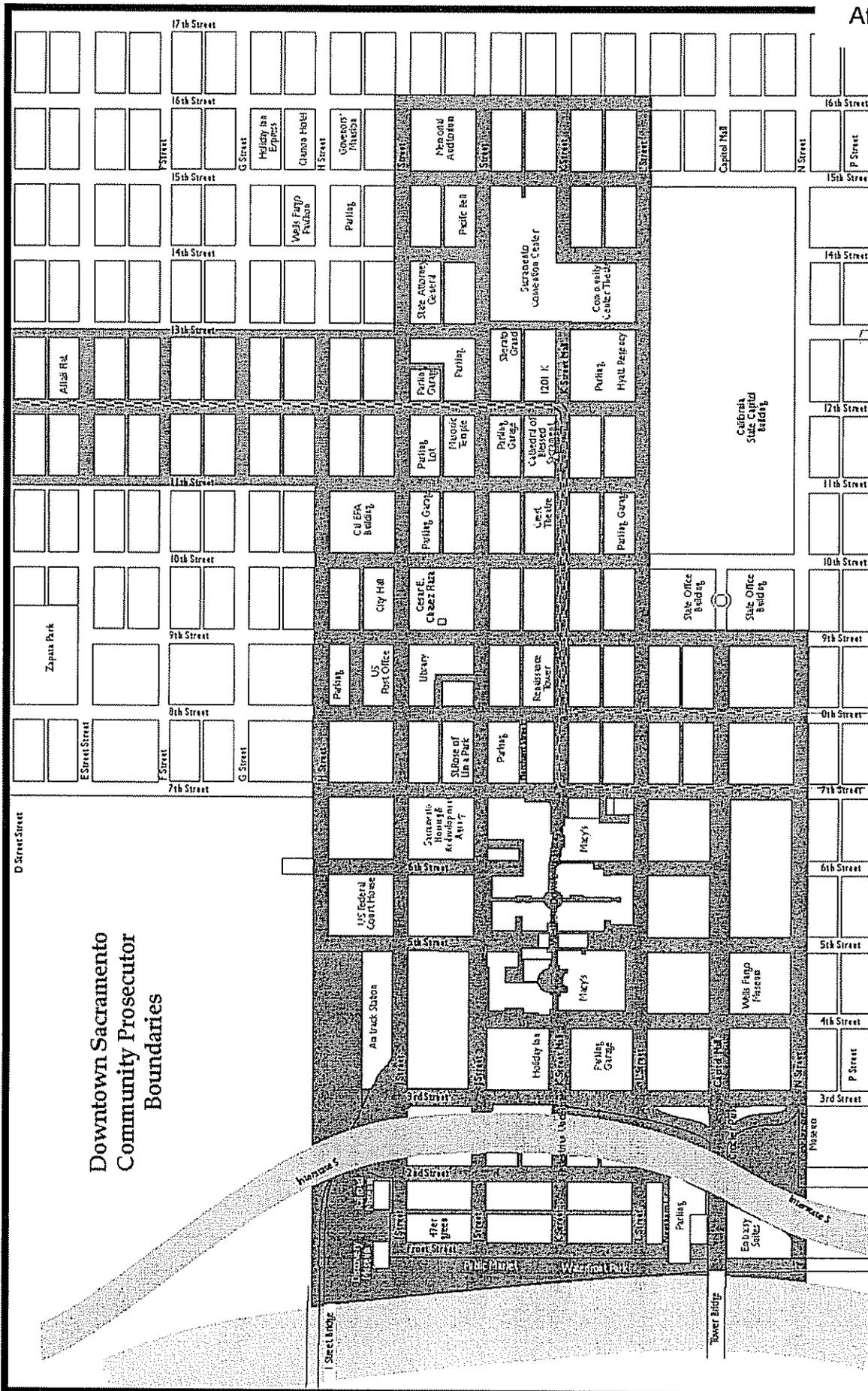
5. Subsection VIII paragraph 2 is hereby deleted.
6. Existing Section X is hereby deleted.
7. Existing Section XI is hereby deleted.
8. Existing Section XII is hereby renumbered as Section X.

2/2/06
Date


Eileen M. Teichert
City Attorney of Sacramento

1/31/2006
Date


Jan Scully
Sacramento County District Attorney



RESOLUTION NO.

Adopted by the Sacramento City Council

Approve Memorandum of Understanding with the
Sacramento County District Attorney's Office for
Downtown Community Prosecution Program Services

BACKGROUND

- A. The City Council approved an agreement between the City and the Sacramento County District Attorney's Office that established the cooperative efforts for prosecution of city code violations within certain geographic boundaries.
- B. A collaborative partnership including the Downtown Partnership, Regional Transit, the District Attorney's Office and the City of Sacramento would support a Community Prosecution pilot program in the downtown area.
- C. The pilot program would be for three years and focus on the downtown area including Old Sacramento.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager is authorized to execute a Memorandum of Understanding with the Sacramento County District Attorney's Office to provide Community Prosecution Program Services in the downtown area.