

AGREEMENT

THIS AGREEMENT is made and entered into this 24 th day of February, 2014, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF FRESNO, a Municipal Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the State of California, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), has realigned responsibilities for probation, post release community supervision (PRCS) and mandatory supervised release of offenders; and

WHEREAS, the Public Safety Realignment Act AB 109 Implementation Plan of 2011, hereinafter referred to as "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP) and approved by the Fresno County Board of Supervisors; and

WHEREAS, the AB 109 PLAN included formation of the Adult Compliance Team (ACT) to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno and Clovis Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB 109 services.

NOW, THEREFORE, in respect of the mutual promises contained herein, the Parties hereto agree as follows:

1. OBLIGATIONS OF THE COUNTY

COUNTY shall compensate and remit to CONTRACTOR, as provided herein an amount equal to the cost of one (1) City of Fresno Police Officer ("Police Officer") for assignment to the ACT, not to exceed, in aggregate, the maximum amount payable under this Agreement of One Hundred Seventy-Six Thousand Nine Hundred Ninety-Six dollars (\$176,996.)

1 2. OBLIGATIONS OF THE CONTRACTOR

2 CONTRACTOR shall assign one (1) Police Officer to be responsible for
3 fulfilling the responsibilities of an ACT member, as set forth in pages 15 and 16 of the AB 109
4 PLAN and in accordance with the ACT Operating Agreement, both attached hereto as Exhibits
5 "A" and "B", respectively, and incorporated herein by reference. In the event that the AB 109 PLAN
6 is revised by the CCP, and approved by the Fresno County Board of Supervisors, the
7 responsibilities of the Police Officer under this Agreement may be modified. Should such
8 modification result in additional costs to CONTRACTOR, the maximum reimbursement for
9 services rendered under this Agreement by CONTRACTOR shall be increased in accordance with
10 Section 7 of this Agreement.

11 3. TERM

12 This Agreement shall become effective July 1, 2014 and shall terminate on
13 June 30, 2015.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
16 be provided thereunder, are contingent on the approval of funds by the appropriating government
17 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
18 Agreement terminated by COUNTY, at any time, by giving the CONTRACTOR not less than thirty
19 (30) days advance written notice.

20 B. With or Without Cause – COUNTY or CONTRACTOR may immediately
21 terminate this Agreement by delivering 60 days advance written notice to the other party.

22 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY
23 of any breach of this Agreement or any default which may then exist on the part of the
24 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
25 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of
26 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR
27 under this Agreement, which in the judgment of COUNTY were not expended in accordance with
28 the terms of this Agreement. CONTRACTOR shall promptly refund any such funds upon demand.

1 5. COMPENSATION/INVOICING

2 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to
3 receive compensation as follows:

4 CONTRACTOR shall submit quarterly invoices for actual expenditures to the
5 County of Fresno Probation Department at: ProbationInvoices@co.fresno.ca.us. Invoices must
6 be submitted on or after the dates of October 1, 2014 and January 1, April 1, and July 1, 2015,
7 respectively, and include a breakdown of expenses identified in the final approved budget of the
8 CCP in the County of Fresno for use in executing the mission of ACT. COUNTY shall make
9 payment within 45 days of receipt of invoice.

10 Upon any termination of this Agreement, CONTRACTOR shall be
11 compensated for costs incurred under this Agreement, up to and including the date of
12 termination. The terms of this Section 5 shall survive the expiration or earlier termination of this
13 Agreement.

14 In no event shall services performed under this Agreement be in excess of
15 One Hundred Seventy-Six Thousand Nine Hundred Ninety-Six dollars (\$176,996).

16 6. INDEPENDENT CONTRACTOR

17 The parties are acting in an independent capacity with respect to the
18 performance of their respective obligations under this Agreement. Each of the parties agrees that
19 it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to
20 employment rights and benefits available to the other party's employees. Each party shall be
21 solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or
22 employees all legally and contractually required employee benefits. In addition, each party shall
23 be solely responsible and save the other party harmless from all matters relating to payment of
24 each party's employees, including, but not limited to, compliance with applicable social security
25 withholding and all other regulations governing such matters. Further and without limitation, each
26 party to this Agreement will be responsible for its own actions in performance of their respective
27 obligations under this Agreement.

28 CONTRACTOR and COUNTY shall comply with all applicable provisions of

1 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
2 matters the subject thereof.

3 7. MODIFICATION

4 Any matters of this Agreement may be modified from time to time by the written
5 consent of all the parties without, in any way, affecting the remainder.

6 8. NON-ASSIGNMENT

7 Neither party shall assign, transfer or sub-contract this Agreement nor their
8 rights or duties under this Agreement without the prior written consent of the other party.

9 9. HOLD HARMLESS

10 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
11 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
12 expenses, damages, liabilities, claims, and losses, including attorney's fees and costs, occurring,
13 resulting, or arising from the negligent or wrongful performance by CONTRACTOR, or its officers,
14 agents, or employees of obligations agreed to be performed under this Agreement.

15 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S
16 request, defend the CONTRACTOR, its officers, agents, and employees from any and all costs
17 and expenses, damages, liabilities, claims, and losses, including attorney's fees and costs,
18 occurring, resulting, or arising from the negligent or wrongful performance by COUNTY, or its
19 officers, agents, or employees of obligations agreed to be performed under this Agreement.

20 10. INSURANCE

21 It is understood and agreed that, without limiting the right of either party to
22 obtain indemnification from the other party or any third parties, CONTRACTOR and COUNTY
23 shall maintain insurance policies or self-insurance programs to fund their respective liabilities.
24 Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be
25 required of either party under this Agreement.

26 11. AUDITS AND INSPECTIONS

27 The CONTRACTOR shall at any time during business hours, and as often as
28 the COUNTY may deem necessary, make available to the COUNTY for examination all of its

1 records and data with respect to the matters covered by this Agreement. The CONTRACTOR
2 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records
3 and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

4 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
5 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
6 after final payment under contract (Government Code Section 8546.7).

7 12. NOTICES

8 The persons and their addresses having authority to give and receive notices
9 under this Agreement include the following:

10 COUNTY

CONTRACTOR

11 COUNTY OF FRESNO

CITY OF FRESNO

12 Rick Chavez, Chief Probation Officer
3333 E. American Avenue, Suite B
13 Fresno, CA 93725

Jerry Dyer, Chief of Police
2323 Mariposa Mall
Fresno, CA 93721

14 Any and all notices between the COUNTY and the CONTRACTOR provided
15 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
16 served when personally delivered to one of the parties, or in lieu of such personal services, when
17 deposited in the United States Mail, postage prepaid, addressed to such party.

18 13. GOVERNING LAW

19 The rights and obligations of the parties and all interpretation and performance
20 of this Agreement shall be governed in all respects by the laws of the State of California. Venue
21 for any action arising out of or related to this Agreement shall only be in Fresno County, California.

22 14. CUMULATIVE REMEDIES

23 No remedy or election hereunder shall be deemed exclusive but shall,
24 wherever possible, be cumulative with all other remedies at law or in equity.

25 15. SEVERABILITY

26 In the event any provisions of this Agreement are held by a court of
27 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this
28 Agreement will nevertheless continue in force and effect without being impaired or invalidated

1 in any way.

2 16. WAIVER

3 The waiver by either party of a breach by the other of any provision of this
4 Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of
5 either the same or a different provision of this Agreement. No waiver of a party's breach of any
6 provision of this Agreement shall be effective unless the waiver is in writing and signed by the
7 party against whom the waiver is sought to be enforced. Waiver of any one provision herein
8 shall not be deemed to be a waiver of any other provision herein.

9 17. INTERPRETATION

10 The parties acknowledge that this Agreement in its final form is the result of
11 the combined efforts of the parties and that, should any provision of this Agreement be found to
12 be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in
13 favor of or against either party, but rather by construing the terms in accordance with their
14 generally accepted meaning.

15 18. NO THIRD PARTY BENEFICIARIES

16 Nothing set forth in this Agreement shall create any legal rights in any
17 person not a party to this Agreement.

18 19. EXHIBITS

19 Each exhibit and attachment referenced in this Agreement is, by reference,
20 incorporated into and made a part of this Agreement.

21 20. ENTIRE AGREEMENT

22 This Agreement constitutes the entire agreement between the CONTRACTOR and
23 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
24 negotiations, proposals, commitments, writings, advertisements, publications, and understandings
25 of any nature whatsoever unless expressly included in this Agreement.


26 //

27 //

28 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
2 of the day and year first hereinabove written.

3 CONTRACTOR

4 
5 Jerry Dyer
6 Chief of Police, City of Fresno Police Department

COUNTY OF FRESNO

7 
8 Deborah A. Poochigian, Chairman
9 Board of Supervisors

10 DATE: _____

11 DATE: 2/24/15

12 ATTEST:

13 Yvonne Spence, CMC
14 City Clerk, City of Fresno

15 ATTEST:

16 Bernice E. Seidel, Clerk
17 Board of Supervisors

18 BY: Cindy Bruer

19 Deputy

20 12/30/14

21 Date

22 BY: Susan Bishop

23 Deputy

24 APPROVED AS TO FORM:

25 Douglas T. Sloan
26 City Attorney, City of Fresno

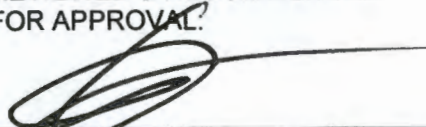
27 BY: Amanda B. Freeman

28 Amanda B. Freeman
Deputy City Attorney

12/23/2014
Date

1 Agreement between the City of Fresno and the
2 County of Fresno to participate on the Public Safety
3 Realignment Act (AB109) Adult Compliance Team
4 2014-2015

4 REVIEWED & RECOMMENDED
5 FOR APPROVAL:

6 
7 John Navarrette, County Administrative Officer

8 
9 Rick Chavez, Chief Probation Officer

10 APPROVED AS TO LEGAL FORM
11 Daniel Cederborg, County Counsel

12 
13 Deputy

14 APPROVED AS TO ACCOUNTING FORM
15 Vicki Crow, CPA
16 Auditor-Controller, Tax Collector

17 
18 FOR ACCOUNTING USE ONLY:

19 FUND: 0001
20 ORG: 34309999
21 SUBCLASS: 10000
22 ACCOUNT: 7295
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27
28

AB 109
The Criminal Justice Realignment Act
Adult Compliance Team (ACT)
February 2012

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department

I. PURPOSE

This operating agreement (OA) establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, this OA formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation, post release community supervision (PRCS), and mandatory supervised release that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, post release community supervision, and mandatory supervised release with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the post release community supervision (PRCS) and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment enjoined with evidence based practices forms the cornerstone of the Fresno County AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action with offenders under probation supervision, post release community supervision (PRCS), and mandatory supervised release by the Fresno County Probation Department.

To this end, the participating agencies join in this OA and execute this document concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by the terms and provisions set forth throughout the duration of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation adult field services unit. The team will be under the administrative direction of the Probation Division Director who maintains responsibility for the Adult Probation Field operations.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) police officer from the Fresno Police Department; one (1) police officer from the Clovis Police Department; one (1) senior district attorney investigator from the Fresno County District Attorney's Office, and one (1) sergeant from the Fresno County Sheriff's Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

~~Under the policy and planning direction of the Community Corrections Partnership (CCP),~~ ACT will utilize an Advisory Sub-Committee of CCP.

A. Policy and Direction

The CCP Executive Committee will establish policy and set direction for ACT consistent with the Mission and Goals stated in this OA.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within the county with an interest in ACT are welcome to attend the meetings of the ACT Advisory Sub-

Committee. Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The assigned Fresno County Sheriff's Department Sergeant will be the day to day operations commander and responsible for overall coordination of tactical field operations.

The Operations Commander has overall responsibility for the operation of ACT. The Operations Commander is accountable to the CCP Executive Committee for implementing direction set by them. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee, and will attend meetings of the CCP as required.

D. Probation Department

All probation conditions and release compliance remains the responsibility of the AB 109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, post release community supervision, and mandatory supervised release will be entered into the Adult Probation System (APS). All agencies participating on the ACT will have full access to Sharenet and the information in APS. Information sharing with other law enforcement agencies regarding offenders under probation supervision, post release community supervision, and mandatory supervised release allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

VII. ADMINISTRATION

A. Financial Administration

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by Fresno County Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-Committee for presentation to the CCP.

B. Vehicles

As provided for in the approved Fiscal Year 2011-2012 CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers as specified in the final approved budget of the CCP and Fresno County, for use in executing the mission of ACT.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT assigned officers will complete training as required by their respective agencies and as approved by the Operations Commander and each law enforcement agency. Training will include training in Evidence Based Practices defined as supervision policies, procedures, programs, and practices demonstrated by scientific research to reduce recidivism among individuals under probation, parole, or post release community supervision.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of said conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow their agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- a. Citizen Complaints
- b. Employee Evaluations
- c. On-Duty Motor Vehicle Accidents
- d. Injuries Sustained on Duty
- e. Officer-Involved Shooting
- f. Discharge of Firearm
- g. Vehicle Pursuits
- h. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

The term of this OA will be from October 1, 2011 through June 30, 2012. Participation in ACT by any participating agency may continue as funding provides or until said agency terminates participation in ACT. An agency shall terminate participation in the following manner: delivery of written notice to the Chairperson of the CCP Executive Committee and to all other participating agencies, with termination to be effective 60 days after delivery.

X. TERM OF AGREEMENT

As to each participating agency, this OA will be in force from the date that agency signs the agreement. Termination of the OA has been provided for above.

XI. AMENDMENT

Any member of the ACT Advisory Sub-Committee may propose an amendment to this OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The proposed amendment would be submitted to the Executive Committee of the Community Corrections partnership for their consideration and approval.

XII. LIABILITY

Each participating agency will be solely responsible for any and all damages, including attorney's fees, results from acts or omissions of its own employees including ACT assigned employee. Each participating agency shall indemnify and hold harmless each other participating agency for said acts or omissions. The provisions contained herein include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers or employees in its or their performance thereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense, and liability attributable to that party's negligence

The participating agencies will establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this OA shall establish a standard of care for, or create any legal rights in, any person not a party to this OA.

XIII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIV. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XVI. GOVERNING LAW

The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVII. INTEGRATION

This OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies.

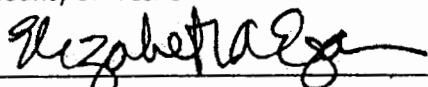
XVIII. Supporting Agencies

The following agencies support the mission and strategies of ACT:



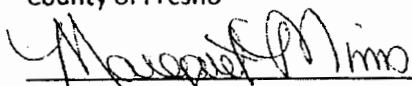
Linda Penner, Chief Probation Officer
County of Fresno

6/6/12
Dated



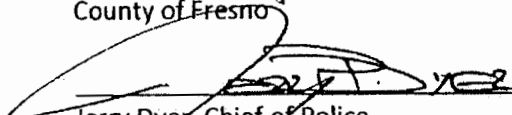
Elizabeth A. Egan, District Attorney
County of Fresno

6/6/12
Dated



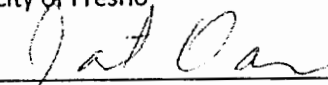
Margaret Mims, Sheriff
County of Fresno

6/12/12
Dated



Jerry Dyer, Chief of Police
City of Fresno

6/14/12
Dated



Janet Davis, Chief of Police
City of Clovis

6/18/12
Dated

The Public Safety Realignment Act

AB 109

Implementation Plan 2011

County of Fresno



Executive Committee of the Community Corrections Partnership

Linda Penner, Chief Probation Officer, County of Fresno (Chair)

Hon. Gary Hoff, Presiding Judge, Fresno County Superior Court

Sheriff Margaret Mims, County of Fresno

Elizabeth Egan, District Attorney, County of Fresno

Kenneth Taniguchi, Public Defender, County of Fresno

Jerry Dyer, Chief, Fresno Police Department

Donna Taylor, Director, Behavioral Health, County of Fresno



The following statement was developed and approved by the Executive Committee of the Fresno County Community Corrections Partnership (CCP) on August 19, 2011. On that date, AB 109 the Public Safety Realignment Act Implementation Plan was finalized and approved by the Executive Committee for submission to the Fresno County Board of Supervisors:

"Although AB 109 delineates a funding formula for implementation of this legislation, it appears that this initial funding is inadequate to accomplish the specified objectives of realignment or to establish the framework necessary to implement the Community Corrections Partnership within the aggressive time line set by the State of California.

The Fresno County CCP is concerned that the state of California significantly underestimated the population to be realigned to Fresno County. The funding is disproportionate to the task required which inhibits the CCP from fully providing the safest possible realignment for our community.

In order to provide maximum safety within our community, this plan will ensure offenders are held accountable by placing an emphasis on incarceration and supervision, while at the same time providing services to offenders that will ensure the highest probability of succeeding."

AB 109
The Public Safety Realignment Act
Summary and Overview of Legislation

In an effort to address overcrowding in California's prisons and assist in alleviating the state's financial crisis, the Public Safety Realignment Act (Assembly Bill 109) was signed into law on April 5, 2011. AB 109 transfers responsibility for supervising specified lower level inmates and parolees from the California Department of Corrections and Rehabilitation to counties. Implementation of the Public Safety Realignment Act is scheduled for October 1, 2011.

Additionally, Section 1230 of the California Penal Code is amended to read "Each county local Community Corrections Partnership established pursuant to subdivision (b) of Section 1230 shall recommend a local plan to the County Board of Supervisors for the implementation of the 2011 public safety realignment. (b) The plan shall be voted on by an executive committee of each county's Community Corrections Partnership consisting of the Chief Probation Officer of the county as chair, a Chief of Police, the Sheriff, the District Attorney, the Public Defender, presiding Judge or his or her designee, and the department representative listed in either section 1230 (b) (2) (G), 1230 (b) (2) (H), or 1230 (b) (2) (J) as designated by the county board of supervisors for purposes related to the development and presentation of the plan. (c) The plan shall be deemed accepted by the County Board of Supervisors unless rejected by a vote of 4/5ths in which case the plan goes back to the Community Corrections Partnership for further consideration. (d) Consistent with local needs and resources, the plan may include recommendations to maximize the effective investment of criminal justice resources in evidence-based correctional sanctions and programs, including, but not limited to, day reporting centers, drug courts, residential multi-service centers, mental health treatment programs, electronic and GPS monitoring programs, victim restitution programs, counseling programs, community service programs, educational programs, and work training programs."

Key Provisions in AB 109

Redefining Felonies: Revises the definition of a felony to include certain crimes that are now punishable in jail for 16 months, 2 years, or 3 years instead of state prison. Some offenses, including serious, violent and some sex-offenses, are excluded and sentences can continue to be served in state prison.

Local Post Release Community Supervision: Offenders released from state prison on or after October 1, 2011 after serving a sentence for an eligible offense shall be subject to, for a period not to exceed 3 years, post release community supervision provided by a county agency designated by that county's Board of Supervisors.

Revocations Heard & Served Locally: Post release community supervision and parole revocations will be served in local jails (by law maximum revocation sentence is up to 180 days), with the exception of paroled 'lifers' who have a revocation term of greater than 30 days. The Courts will hear revocations of post release community supervision while the Board of Parole Hearings will conduct parole violation hearings in jail.

Changes to Custody Credits: Jail inmates will be able to earn four days of credit for every two days served. Time spent on home detention (i.e., electronic monitoring) is credited as time spent in jail custody.

Alternative Custody: Penal Code Section 1203.018 authorizes electronic monitoring for inmates being held in the county jail in lieu of bail. Eligible inmates must first be held in custody for 60 days post-arraignment, or 30 days for those charged with misdemeanor offenses.

Community-Based Punishment: Authorizes counties to use a range of community based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision.

Background and Information

This historic legislation sets into motion a number of fundamental changes related to the incarceration, supervision and treatment of a designated group of offenders and provides Fresno County with the ability and limited funding to provide correctional services. AB 109 offers support for community corrections and its multiple goals of offender accountability, surveillance and supervision as well as fiscal accountability.

AB 109 reduces the number of offenders incarcerated in the state prison and releases offenders convicted of specified felonies (low risk sexual offenders defined by Static 99, non-violent offenders and non-serious offenders) to counties of commitment. It also changes the California Penal Code and sentencing practices to keep these offenders of specified felonies from being committed to state prison.

Community Corrections as detailed in the Realignment Act are non-prison sanctions imposed by a court that move offenders through a system of services that are evidence based and available to those who will most likely benefit from them thereby redeeming both offenders and economies. The magnitude and scope of the legislation has required a paradigm shift for the criminal justice system in Fresno County. The justice partners in conjunction with the Community Corrections Partnership stand ready and competent to provide for public safety services mindful of the realignment focus on evidence based practices and solutions for alternatives to incarceration and reentry joined with public safety services.

In October 2011 through October of 2013, Fresno County will receive 1598 returning offenders from the California Department of Corrections and Rehabilitation for post release supervision services. In addition, with the implementation of sentencing reforms, those offenders convicted of specified felonies will be punishable in a county jail or other local sentencing option for more than one year. Both of these actions will have considerable impact on the community and the justice system in Fresno County.

To address these anticipated needs, a number of proposals are recommended that will build ground up a system of fiscally responsible, data driven, evidence based rigorous reforms to current operations that will be inclusive, comprehensive and transparent. The proposed strategies consider the expected multidimensional needs of the new realignment population and the solutions necessary to achieve the balance between public safety and the spirit of the legislation. The goals of increased public safety through reduced victimization can be met at the local level providing there is understanding that is informed and based on the already established and verified body of knowledge of evidence based practice, principles and programs.

SB 678 California Community Corrections Performance Act

The National Institute of Corrections (NIC) recommends that correctional systems establish local values, principals and process based on evidenced based research. It is anticipated that the CCP will utilize all evidenced based and logic models as it moves forward in the development and implementation of services.

Evidenced based programs are found in the SB 678 California Community Corrections Partnership Act. In 2009 the State of California enacted SB 678 which provided a formula based system for sharing state savings with probation departments for improved supervision of felony probationers and reduced prison admissions. Fresno County Probation received \$1,270,000 to develop and enact evidence based programming (EBP) for adult offenders. This award continues through September 30, 2012. The funding allowed for the immediate development of EBP in conjunction with supervision practices that were likely to improve the probation performance of offenders and reduce the likelihood that the probationers would commit new crimes and other violations resulting in a prison commitment. Several practices have been identified and are in the process of being integrated and implemented as well as evaluation programs being put in place to determine effectiveness.

Evidence Based Practices: Fresno County Probation

Risk-Needs Assessment

The Static Risk Offender Needs Guide (STRONG) is a 4th generation, state-of-the-art, evidence-based risk and assessment and automated supervision planning system for adult offenders. It's most salient benefit to corrections agencies is its ability to help personnel predict recidivism by type of crime (violence, property or drug offenses, etc.). This allows probation supervisors to tailor the most effective decisions and courses for corrections by individual offender.

The resource is delivered through a Web-based interface and enables clients to manage intake, assessment administration, case plan management and outcome reporting from a single software application. Core components of the program are aimed at providing a precise and objective assessment to gauge the individual's risk level for future criminal acts and a prescriptive component that guides corrections personnel in tailoring supervision, treatment and services for optimal rehabilitative results. The tool ensures that treatment and public resources are devoted to the highest risk offenders and an objective, consistent and simple method of risk prediction and necessary levels of supervision.

Part 1: Static Risk Assessment The program begins with a 26-question assessment of "static" factors and scores that determine future risks in three areas: 1) felony, 2) non-violent felony, and 3) violent felony. These risk scores lead to classification of offenders into one of five levels:

- High Risk Violent
- High Risk Property
- High Risk Drug
- Moderate Risk
- Low Risk

Part 2: Offender Needs Guide

Each high-risk offender receives an Offender Needs (Criminogenic) Assessment reached via a 70-question survey covering social achievements, support systems, cognition and personality traits. Questioning covers education, employment, residential stability, marriage/family, friends, aggression, coping skills and substance abuse, as well as criminal history.

Part 3: Offender Supervision Plan

STRONG offers the ability to auto-populate the Offender Needs Guide data into an Offender Supervision Plan which recommends specific interventions targeting the "dynamic risk" factors related to criminal behavior. Targeting the greatest individual risk factors of an offender and identifying specific interventions to treat them allow agencies to actively facilitate the kind of positive change that can ultimately keep the offender out of the criminal justice system and help them become productive members of society.

Adult Day Reporting Center

Adult Day Reporting Centers (ADRC), are on-site cognitive restructuring programs designed as Evidence Based Practices and designed to change an offender's adverse thinking patterns,

provide education and job training to enable long-term employment, and hold offenders accountable during the day.

The goals of the Adult Day Reporting Center are to reduce offender rearrests and recidivism, assist offenders in successful reentry by providing needed services, and increase public safety by holding offenders accountable. These goals will be achieved by providing skill-based learning opportunities, educational and vocational training and intensive community supervision.

Participants in the Adult Day Reporting Center:

- Enhance their coping skills through group and peer counseling
- Locate and maintain stable housing
- Improve educational and vocational skills
- Find and retain meaningful work
- Structure their activities within the community
- Receive intensive community supervision by their probation officers

In Fresno County, the ADRC as designed and in the process of moving to full implementation has identified supervision, treatment and training for offenders who are identified through assessment for services. Up to 50 realignment offenders will eventually enrolled in the ADRC. The current facility is co-located with the Adult Drug Suppression function in Fresno. Offenders go through a four-phase program from one day to seven days per week and are typically seen on aftercare approximately six months into the program. At the present time California State University, Department of Criminology, has submitted an application to fund a comprehensive process and outcome evaluation of the Adult Day Reporting Center program.

Thinking for a Change (T4C) Adults

Validated as evidence based program, *Thinking for a Change*, (T4C) cognitive behavioral therapy has proven to be an effective program for juveniles and through endowed grant funding, extended for adult offending populations. Cognitive-Behavioral Therapy (CBT) in the T4C model is an empirically supported treatment that focuses on patterns of thinking that are maladaptive and the beliefs that underlie such thinking. Since 1997, *Thinking for a Change (T4C)* has trained thousands of correctional staff to facilitate offender groups in this evidence-based cognitive behavior program. The *Thinking for a Change* curriculum uses as its core a problem solving component, with both cognitive restructuring and social skills interventions. It was developed to be appropriate for a wide-range of offender groups, and has been implemented in all phases of the juvenile and adult criminal justice systems with considerable reductions in recidivism.

In Fresno, probation officers have been trained and are being trained in the model and following assessment of offenders those moved to the model meet with probation staff twice weekly in groups of ten to study and participate in therapy. The Fresno model is part of the evaluation that California State University has proposed completing on the DRC.

Offender Link Telephone Reporting

Validated as a promising practice, Offender Link identifies low risk offenders in bank caseloads who can maintain contact via telephone reporting. This allows probation officers to focus

attention on medium to high risk offenders through the use of phone and web based services that simplify client supervision with automated voice authenticated check-ins, interviews and message delivery. Probationers receive notifications and court reminders, drug test notifications and specific instructions on conditions of probation

Motivational Interviewing

Motivational Interviewing (MI) is a client-centered approach for eliciting behavioral change through helping offenders explore and resolve ambivalence. It is an evidence based practice that has been shown to effectively change behavior. It is a positive and focused goal based approach that attempts to increase the offenders awareness of the potential problems caused, consequences experienced, and risks faced as a result of the behavior in question. With offenders, the belief that change is possible is an important motivator to succeed in making the change. They're held responsible for choosing and carry out actions to change.

In Fresno County probation officers and probation technicians that have direct client contact are being trained in the model that will be utilized as an EBP with the realignment population.

Proposed Implementation Plan: Roles and Responsibilities

Fresno County Sheriff's Office: Jail Division

The Fresno County Sheriff's Office is currently responsible for three jails in downtown Fresno near the main Fresno County Criminal Courthouse. Operationally the jail has 3478 beds available in the three jails but due to budget constraints and reductions, the bed count is now maintained at 1923 beds. There is no ability for the jail to absorb additional AB 109 populations at its present funding level and the Sheriff remains under a federal consent decree for overcrowding that requires release of inmates whenever a designated bed for the inmate's classification is not available.

With the advent of AB 109 funding it is anticipated that the Fresno County Sheriff would reopen a floor in the North Annex Jail that has 432 beds. In addition due to security concerns and classification issues, a small number of classified security beds may be opened in the South Annex Jail. For the operational dates of October 2011 through June of 2012, the Sheriff's Office will open one floor with 432 beds. Contingent upon funding, a second floor with 432 beds would be opened in April 2012 through the end of the first fiscal year.

Based on inmate classification criteria and the physical construction configuration of the North Annex Jail, the 432 beds being considered for use are all Minimum Security housing beds. This physical configuration facilitates programming for some inmates while limiting such for others. The Jail system cannot be operated by segregating AB 109 inmates from other inmates. Jail Objective Classification that includes such criteria as gender, crime, criminal sophistication, gang affiliation etc., determines the use of housing not the specific funding source. However, the addition of jail beds into the system will allow for a significantly larger inmate population, consistent with classification issues to be housed in the reopened floors of the North Annex Jail. This will include long term commitments under the mandates of sentencing reform and "flash incarceration" strategies.

Additional inmates include (1) those convicted of a felony now sentenced to 16 months, two years or 3 years in county jail in lieu of state prison; (2) the additional number of offenders who are pretrial; (3) violators of post release supervision up to 180 days; (4) violators of state parole up to 180 days; and (5) post release community supervisees sanctioned with "flash Incarceration" of up to 10 days.

AB 109 changes how credits for good time and work time are calculated. This means that inmates will be required to serve 50% of their sentence in custody, minus any credits for time served prior to their sentence as determined by the Court, instead of two-thirds of their sentence, which is the current law. This change may help mitigate, to some degree, the impact of longer sentences being served in the county jails. Further, all post release community supervision revocations and almost all parole revocations will be served locally consistent with the Federal Consent Decree. AB 109 encourages the use of flash incarceration up to 10 days in county jail for post release community offenders who violate their community supervision terms.

The Fresno County Sheriff's Office is fully committed to providing proper services for inmates serving time in jail for a under the auspices of the legislation and will work with the CCP and all attendant interagency and community provider committees that are

developed to insure that the appropriate service level is met despite limited funding constraints. Expansion of in-custody programming is necessary to maintain safety and offer productive use of free time while incarcerated. Enhancements to jail programming such as substance abuse services and mental health services are considered vital as part of a comprehensive county effort under the legislation. Evidence based assessment will become part of the service delivery system.

The use/expansion of the community/agency resources including education and vocational services will be explored by the Community Corrections Partnership. In addition, evidence based practices in custodial facilities would include gender responsive strategies for the female offending population. It is anticipated that due to the nature of female criminality that the proportion of female offenders in the realignment population will increase and that services should be explored that reflect gender paths to criminality and gender responsivity in the justice system provision of services.

Proposed Implementation Plan: Roles and Responsibilities

The Fresno County Probation Department: Post Release Supervision

The Fresno County Probation Department has been designated by the Fresno County Board of Supervisors as the Supervising County Agency for the Post Release Community Supervision program pursuant to AB 109. The department is now in the position and has the authority to begin receiving information on the inmates that will be released from CDCR to Fresno County and to make the appropriate plans through the CCP for offender supervision once returned to the county. The operational date is October 1, 2011.

As the administrator for the post release offenders, a full range of options for community supervision has been designed by the probation department under an intensive supervision model. Available under proposed community release strategies are home detention with electronic monitoring and GPS, the Adult Day Reporting Center, urinalysis testing, cognitive behavioral interventions, adult offender work program, referrals to a community network of substance abuse and mental health services and residential treatment programs, referral for educational and training programs and "flash incarceration" as necessitated for violation of supervision conditions.

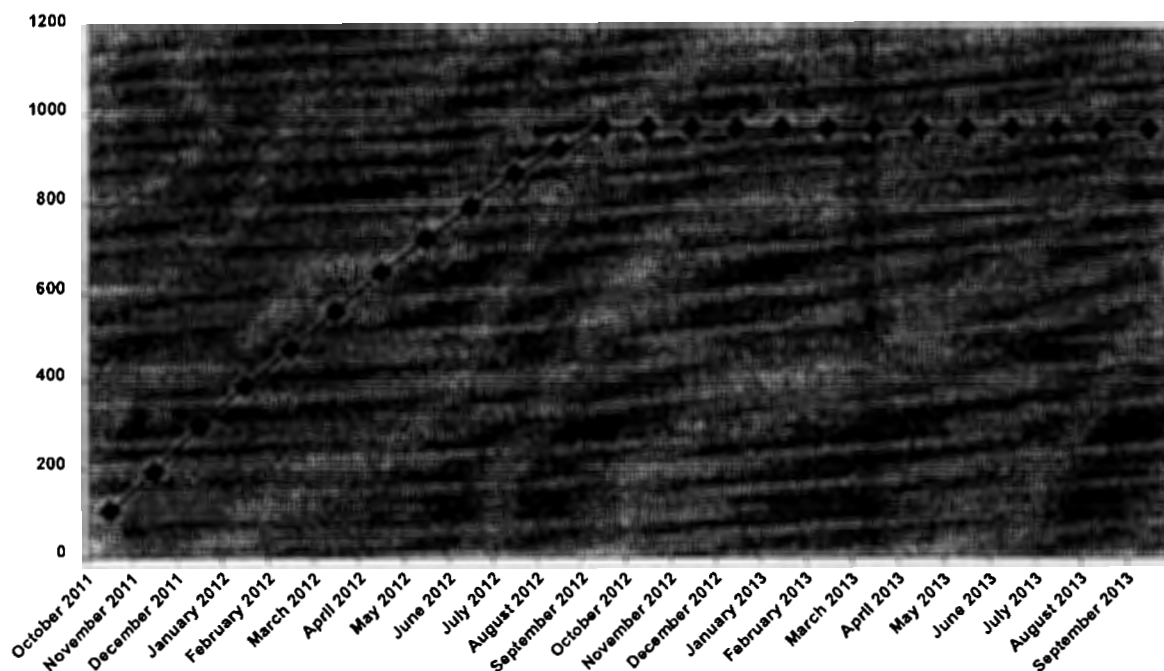
As designated in AB 109 legislation, a post-release supervision cannot exceed a period of three years, however, offenders may be discharged earlier following a period of successful community supervision; any revocations will be served in the county jail for up to 180 days in length. As discussed in the realignment legislation, probation is to supervise under appropriate terms and conditions of probation, consistent with evidence

based practices, treatment services and a series of progressive incentives and sanctions.

Post Release Supervision Model

A supervision ratio for this population has been set at one deputy probation officer per 50 offenders. The officers and support staff will be located at a site that will facilitate program as well as safety and security. The officers will have full access to the Adult Day Reporting Center. The probation department will transition monthly into a specialized supervision unit with the responsibility of intensive supervision based on the numbers being released from CDCR. It is estimated that an average of two probation officers will be hired each month through June of 2012 in the initial phase. During the initial phase of realignment for post release community supervision, approximately 794 post release supervision offenders will be received in the county from state prison. It is estimated that this population will grow through 2013 to a total of 1598 offenders having been released to the county of Fresno.

Estimated Postrelease Community Supervision Average Daily Population



Supervision of the post-release population from CDCR by the Fresno County Probation Department is based on the AB 109 legislation that provides for community supervision not to exceed three years and discharge in a minimum of six months if they are successful under the terms of community supervision. Offenders in this population can be revoked for up to 180 days; requiring participation of the Courts, the District Attorney and Defense Council, and any time served must be in the county jail.

In keeping with the legislation, the probation department may impose appropriate sanctions as deemed necessary by the supervising probation officer as approved by the Superior Court. An expanded continuum of sanctions process is being developed by the probation department and a matrix of graduated revocations is also under construction consistent with evidence based practices demonstrated to reduce recidivism. This can and will include resource and referral, treatment, day report center

and up to ten days custodial time "flash incarceration" for violating specific terms and conditions of release.

Adult Day Reporting Center

The Fresno County Probation Department plans to expand the Adult Day Reporting Center (ADRC) to provide probation services to offenders in the medium-high risk offender category. The Probation Department anticipates that providing additional rehabilitative services to this target group will prove to be the most efficient and cost effective use of resources for the realignment population. The ADRC will be a one-stop center for offender accountability and evidence-based supervision and services. It will provide supportive supervision and treatment services for eligible offenders as identified through assessment.

Once an offender is determined to be eligible through an objective assessment instrument, the probation department will refer the offender to the ADRC, where he/she will be closely monitored and report regularly for drug and alcohol screening and receive intensive case management, substance abuse treatment, life skills, pro-social skill development, career guidance, and job training. The services provided at the ADRC will be designed to break the offender's entrenched criminal behavior through onsite services. The Probation Department fully anticipates that by addressing the gap in ~~service delivery~~ for this offender population, through evidence-based practices at the ADRC, it will be able to significantly reduce levels of recidivism within this population.

Through the auspices of SB 678, the probation department has participated in training and implementation of evidence based practices that influence supervision practices and that have proved effective nationally in reducing recidivism with improved outcomes for offenders. The department has invested significant resources and manpower in the selection and implementation of the STRONG Assessment tool. The data interface for the department has been completed, beta testing is about to begin and the assessment tool will be ready by October 2011. It is the departments plan to use STRONG the

validated risk-needs tool, throughout service provision beginning in the pretrial service arena.

Adult Compliance Team (ACT)

Intensive supervision based on offender assessment enjoined with evidence based practices forms the cornerstone of the supervision model. This intensive approach is seen in the formation of an interagency safety alliance with Fresno city and county justice partners that creates an additional level of offender accountability and public safety, the Adult Compliance Team (ACT). The "strike team" concept is used to describe officers dedicated to particular enforcement and safety purposes with an immediate capacity to take action.

At implementation, the Adult Compliance Team will consist of sworn officers from the Fresno County Probation Department, the Fresno County Sheriff's Department, the Fresno Police Department, the Clovis Police Department and an investigator from the Fresno County District Attorney's Office. Contingent upon future funding, the team will attempt to add officers from various law enforcement agencies in the county of Fresno.

The purpose of the inter-agency compliance team is to add an additional layer of offender supervision and public safety. This team however is multi-purposed: to enforce conditions of probation; to note trends in the realignment population and to be able to efficiently respond to issues; to provide information and direction for all law enforcement agencies in the county of Fresno and to be the point of contact for dissemination of offender information; to respond rapidly with knowledge and information about the offenders in such case as such emergency situations may arise stemming from this population; and to mitigate the need for custodial services through appropriate early interventions. In addition, the team can provide surveillance and warrant sweeps in conjunction with other law enforcement agencies.

ACT assigned officers will complete all training in relation to evidence based practices including cognitive behavioral therapy and Motivational Interviewing conforming to evidence based decision making capabilities with the development of a matrix of graduated recidivism sanctions.

Fresno County Probation Department: Pre-Trial Services

Supervised Honor Release

Effective October 1, 2011 definition of a felony is amended to include certain crimes that are now punishable in jail for 16 months, 2 years, or 3 years instead of state prison. Some offenses, including serious, violent and some sex-offenses, are excluded and sentences can continue to be served in state prison. This offender population will now serve time locally and is expected to greatly impact the operation of the Fresno County Jail and the provision of services. In addition to the amended legislation, alternative custody is considered for inmates being held in the county jail in lieu of bail. The amended legislation also discussed the use of a range of community based punishment and intermediate sanctions other than jail incarceration alone or traditional routine probation supervision.

After a person is arrested and placed in custody, there is an opportunity for the justice system, commensurate with public safety, to determine if conditional release is appropriate. Pretrial service programs interview defendants to gather information: references to verify the community ties and substance abuse or mental health information; investigations into prior criminal history; prior record of appearance in court, and current status with the criminal justice system as to probation and parole histories. Compiling all this information, pretrial services staff then make an assessment of the risks of danger to the community posed by each defendant and use appropriate validated risk/needs assessment tools for information and decision making. Pretrial service officers submit a report risk assessment and a recommendation regarding release to judicial officers. Research has demonstrated that the pretrial release

decision, controlling for all other factors, has the largest impact on the outcome of a case and custodial services. Defendants who are detained are more likely to be sentenced to incarceration, thereby impacting local custodial facilities.

The Fresno County Probation Department operated the SHARP prerelease program from 2007 through 2010 to reduce jail overcrowding while providing services to pretrial offenders. The program was discontinued due to funding. Identified as an evidence based practice, a pretrial services program could greatly enhance the capabilities of the justice system in Fresno to provide for public safety while providing delivering appropriate correctional interventions and referral to a population that has been shown in numerous national studies to benefit from the services. Two deputy probation officers will be assigned to the initial development of a service and accountability based program to supervise pretrial releases. This would include the use of electronic monitoring/GPS and drug testing and could include post-disposition (bridge) and reentry services as well.

Also critical for the pretrial program is the integration of the STRONG risk needs assessment with jail systems. As the probation department strives to develop and implement evidence based practices in pretrial services, the need for appropriate risk needs assessment is required. Through the use of STRONG, the risk needs assessment could be completed at the jail by probation technicians. Following assessment, they could prepare packets with significant information on offenders that support public and victim safety should the offender be considered for supervised release.

In consideration of pre-and post-disposition services, CCP providers and users would benefit from an automated real time treatment and referral system that would save time and money. Utilizing purchased and interfaced software between agencies, the system (PRIME) allows referrals to an 'open seat/open bed' in individual and group settings with treatment providers and within seconds of the referral, availability is known.

Lastly, an evidence based practice that is shown to be effective in pretrial services according is a "reminder service". The problem of failure to appear (FTA) can be extraordinarily costly, both in terms of the financial cost to local justice systems and the integrity of the judicial process. Each court date missed has a ripple effect throughout the justice system, leading to inefficient use of time and resources that are often already overtaxed. Missed court appearances frequently result in arrest warrants that require justice system resources for processing and serving. Defendants arrested on warrants for FTA often spend more time in local jails when compared to other jail admissions. Missed court appearances impact victims and witnesses that share a stake in the court hearings. Reminding defendants of their court appearances with court date notifications is a pretrial release intervention designed to reduce failure to appear and associated costs. Systems of reminders such as live, automated and mail have been shown to be effective and the pretrial services staff should consider the use of such a system.

As with any effective and comprehensive pretrial services program, the relationship with the criminal court, the probation department, district attorney, public defender and the sheriff's department must be open and collaborative. All agencies will work together to insure that services are supportive of public safety as well as the offender.