

**Downtown Community Court Pilot Program  
Memorandum of Understanding  
Between  
DOWNTOWN SAN DIEGO PARTNERSHIP,  
OFFICE OF THE SAN DIEGO CITY ATTORNEY,  
SAN DIEGO COUNTY DEPARTMENT OF THE PUBLIC DEFENDER  
and  
SAN DIEGO SUPERIOR COURT**

**Background:**

The Downtown Community Court Pilot Program, hereinafter referred to as the "DCCPP", will begin operation on October 1, 2002. A Memorandum of Understanding is needed to clarify the respective roles and expectations of the Downtown San Diego Partnership, Office of the San Diego City Attorney, San Diego County Department of the Public Defender and San Diego Superior Court. A cooperative program of all agencies listed, the DCCPP, has been developed to hold misdemeanor offenders accountable to the Downtown San Diego Community, hereinafter referred to as "Downtown Community".

**Intent of the DCCPP:**

The DCCPP has been developed as a program to address quality-of-life crimes occurring in the Downtown area. The DCCPP will be incorporated as part of the regular calendar in the Central Division of the San Diego Superior Court. The purpose of the DCCPP is to reduce the number of quality-of-life crimes committed in the designated area by requiring offenders to perform work service and make restitution to the Downtown Community, while offering them dismissal of their cases after successful completion of probation terms.

**Duties and Expectations of Participating Agencies:**

All participating agencies agree to assist in the design, development and collection of data for the DCCPP. The following section outlines the duties each agency agrees to perform as part of the DCCPP, subject to the availability of adequate resources, and with the understanding that any agency reserves the right to withdraw their participation in the program at any time, subject to the termination provisions below.

**DOWNTOWN SAN DIEGO PARTNERSHIP:**

- Employ one (1) Community Court Case Coordinator to perform tasks related to the implementation and operation of the DCCPP. (Job Description attached to this MOU);
- Provide one (1) laptop computer and one (1) cell phone to the Community Court Case Coordinator and other supplies required to perform tasks related to the DCCPP;
- Provide office space for the Community Court Case Coordinator;

- Provide one (1) cubicle for Community Court Case Coordinator to be located on the first floor of the Courthouse at 220 West Broadway, San Diego, California;
- Collect and provide data and information to other agencies as needed;
- Participate on DCCPP Advisory Committee;
- Provide information on DCCPP progress to the Downtown Community.

#### **OFFICE OF THE SAN DIEGO CITY ATTORNEY**

- Provide a Deputy City Attorney (Downtown Neighborhood Prosecutor) committed to the goals of the program on a full-time basis;
- Determine DCCPP eligibility at the case screening stage;
- Review cases and file complaints pursuant to the DCCPP Sentencing Guidelines;
- Communicate regularly with the Community Court Case Coordinator regarding participant's performance of probation terms;
- Inform San Diego Superior Court and Office of the Public Defender of participant's failure to successfully complete probation terms;
- Request case dismissals for participants who have successfully completed probation terms and who have remained law abiding, after six months from the date the plea is entered;
- Provide data and information to Community Court Case Coordinator and other agencies as needed;
- Participate on DCCPP Advisory Committee;
- Provide information on DCCPP progress to the Downtown Community.

#### **SAN DIEGO COUNTY DEPARTMENT OF THE PUBLIC DEFENDER**

- Staff the DCCPP courtrooms with attorneys, advising clients of available options and encouraging client participation when appropriate;
- Participate in the Downtown Community Court Pilot Program as part of the DCCPP Advisory Committee.

#### **SAN DIEGO SUPERIOR COURT**

- Adjudicate cases that are eligible for the DCCPP;
- Process requests for dismissal or other actions filed with the court related to the DCCPP;
- Provide floor space for one (1) cubicle to be located at the Courthouse, 220 West Broadway, First Floor, San Diego, California.;
- Participate on DCCPP Advisory Committee.

**Mutual Indemnification:**

The participating agencies agree to indemnify, defend and hold harmless each other and their officers, agents and employees from any and all claims, actions or proceedings arising solely out of the acts or omissions of the indemnifying agency in the performance of this Memorandum of Understanding.

The participating agencies agree that each is acting in an independent capacity and not as officers, employees or agents of the other agencies.

**Term:**

The term of this MOU shall be from October 1, 2002 to October 1, 2003 (*12 month pilot period*) and may be renewed upon the mutual consent of all parties.

**MOU Termination:**

Upon mutual consent of all parties, this Memorandum of Understanding is subject to further negotiation and revision as required to support the needs of the DCCPP. Any changes shall be in writing and signed by all parties herein or their duly appointed representatives authorized to act on their behalf.

This Memorandum of Understanding may be terminated by any party for any reason by giving a thirty calendar day written notice.

Signatures of Authorized Representatives:

\_\_\_\_\_  
Max Zaker, PBID Executive Director  
Downtown San Diego Partnership

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Heath, Assistant City Attorney  
Office of the San Diego City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven J. Carroll, Public Defender  
San Diego County Department of the Public Defender

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard E. L. Strauss, Presiding Judge  
San Diego Superior Court

\_\_\_\_\_  
Date