STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

June 6, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZE AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY AND THE CITY OF PARAMOUNT TO CONTINUE THE STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM (4th DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Instruct the Mayor to sign the enclosed Agreement between Los Angeles County District Attorney's Office (DA) and the City of Paramount (City) for the SAGE Program. The City will provide the DA with $85,000 for the period of July 1, 2006 through June 30, 2007 which will partially offset the program cost. The remaining cost will be funded by Local Law Enforcement Block Grant (LLEBG) in the estimated amount of $65,909 with the DA absorbing the balance of $16,477. The total estimated program cost is $167,386.

2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the SAGE Program, and to execute and approve up to two one-year extensions to the Agreement, at an annual cost to the City not to be less than the current $85,000 contribution, as well as approve amendments and augmentations to any program goals or objectives, or budget revisions to the program, subject to the payment term limitations in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SAGE Program abates street gang violence and narcotic-related activities by utilizing criminal nuisance abatement and other strategies deemed appropriate by the DA and the City. Approval of this Agreement will allow the DA to provide the services of one deputy district attorney (DDA) to the City for this purpose. All services provided shall be consistent with the laws of the State of California, and the guidelines of the DA and the City.

Board approval and signature are required to fully execute the SAGE Agreement. County Counsel has reviewed and approved the enclosed Agreement as to form.

Implementation of Strategic Plan Goals

This program supports the County's Strategic Plan Goal No. 5, Children and Families Well-being, to improve the well-being of children and family in Los Angeles County in the area of safety and survival. Approval of the agreement also supports Strategic Plan Goal No. 4, Fiscal Responsibility, by securing an available revenue source at the federal and local level.

FISCAL IMPACT/FINANCING

Funding for this program was included in the 2006-07 budget. The estimated cost of the program is $167,386 for the period covering July 1, 2006 through June 30, 2007.

The City of Paramount is providing a maximum of $85,000 for Fiscal Year 2006-07 to partially offset the salary and employee benefits of one DDA for legal services provided under this Agreement. LLEBG funds will be allocated by the Fourth Supervisorial District and the DA will absorb the balance, respectively, in the estimated amounts of $65,909 and $16,477 for Fiscal Year 2006-07.

The annual cost in each subsequent year shall be based on the actual compensation level approved by the County of Los Angeles Board of Supervisors for Deputy District Attorney staff with the City's contribution to be not less than the current $85,000.

If funding for this Agreement were terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant-budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In October 1999, the SAGE program was implemented in the City for an initial two-year period. Annually, the City has requested the District Attorney's Office to continue this program.

The DDA assigned to this program works closely with the Los Angeles Sheriff Department's Special Assignment Officers, the Juvenile Probation Officer, the Adult Probation Officer, the Parole Agent, Public Safety Officers, and School Officials. Efforts have been concentrated on case tracking, gang tracking, juvenile intervention/truancy and criminal nuisance abatement.

In 2005, thirty-two (32) criminal nuisance abatements were conducted. Twenty-one (21) have been successfully abated, and 11 are ongoing. One of the ongoing abatements is a large mobile home park with numerous gang member residents.

Eight (8) to ten (10) adult cases and approximately six (6) juvenile cases were tracked monthly.

The DDA also participated in three multi-location Section 8 Housing Inspections, monthly probation searches, and attended weekly Student Attendance Review Board Hearings.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

CONCLUSION:

Following Board action on this Agreement, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and Agreement, containing original signatures, to Albert Ablaza, Grants Analyst, Los Angeles County District Attorney, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Mr. Ablaza at (213) 202-7683.

Very truly yours,

S.L. Co

STEVE COOLEY
District Attorney

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Enclosure

c: Chief Administrative Officer
County Counsel

AGREEMENT BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF PARAMOUNT FOR THE

STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM

This Agreement is made and entered into this _____ day of _____, 2006, by and between the County of Los Angeles, a political subdivision of the State of California (COUNTY), and the City of Paramount, a general law city, under the laws of the State of California (CITY) and both of whom are collectively referred to as the PARTIES.

WHEREAS, the CITY is in need of a program to reduce street gang activity and graffiti problems, to reduce illicit narcotics sales and use and to abate criminal nuisance conditions and activities; and

WHEREAS, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for innovative approaches for the suppression of street gang activity, graffiti, vandalism, narcotics sales and use, criminal nuisance properties and related problems; and

WHEREAS, the COUNTY has adopted and is implementing in other cities a program called Strategies Against Gang Environments (SAGE) which provides legal services aimed at reducing street gang activity, narcotics sales and use and related problems occurring within cities; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the SAGE program within the territorial boundaries of the City of Paramount;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the PARTIES agree as follows:

1.0 **PURPOSE**

The purpose of this Agreement is to maintain one deputy district attorney within the City of Paramount, to perform services, as mutually agreed upon by both PARTIES, to reduce gang violence through the abatement of gang and narcotic-related activities in the City of Paramount by civil injunctions, forfeiture proceedings, informal intervention, technical assistance to Sheriff's personnel and other procedures deemed appropriate by the PARTIES. These services shall be consistent with the laws of the State of California and the guidelines of the COUNTY and CITY.

2.0 **TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2006 and continue through June 30, 2007, unless sooner terminated as provided herein. Upon mutual agreement of both PARTIES, this Agreement may be extended annually up to two additional one-year periods.

3.0 **COUNTY OBLIGATIONS**

COUNTY shall provide, on behalf of CITY, the services of one deputy district attorney, from the Community Prosecution Division, on a full-time basis, to

pursue appropriate criminal sanctions against targeted offenders, criminal nuisance abatement actions and advise and work with the Paramount Public Safety Office and other law enforcement officers, community leaders, city officials, and other members of the community, to assist the CITY in the development of a multifaceted strategy for improving public safety, including the use of civil injunctions. The County of Los Angeles Office of the District Attorney shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the deputy district attorney assigned to the CITY. Specific tasks to be performed shall be subject to the approval of the City Public Safety Director. The County of Los Angeles Office of the District Attorney shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The prosecutor assigned to the CITY pursuant to this Agreement will appropriately, independently, and pursuant to legal rules of ethics and professional responsibility which govern the actions of prosecuting attorneys, furnish to the CITY appropriate prosecutorial and SAGE program legal services. Subject to the County of Los Angeles District Attorney's discretion, the specific activities shall include, but are not limited to:

3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials,

judges and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of punishment and/or supervised probation; and

3.2 The initiation of civil injunctive relief that is deemed appropriate, including, but not limited to, the abatement of public nuisances such as illegal drug sales, gang activity and other conditions which have the tendency to lead to the commission of violent and serious gang- related crimes; and

3.3 The use of civil and quasi-criminal procedures that are deemed appropriate and which are intended to help reduce the incentives for criminal and gang activities; and

3.4 Participation in neighborhood and community programs to improve public safety and reduce gang activity.

4.0 **PAYMENT TERMS**

The contract sum, authorized by the CITY hereunder shall not exceed $85,000 for the period covering July 1, 2006 through June 30, 2007 which shall be the total monetary amount payable by the CITY to the COUNTY for providing one deputy district attorney to perform services for the SAGE Program, as specified in this Agreement. Should the PARTIES agree to extend the Agreement, the annual cost of the program in subsequent years shall be limited to the actual compensation approved by the County of Los Angeles Board of Supervisors for the deputy district attorney staff and the annual contribution in each subsequent

year shall be limited to an amount mutually acceptable to both PARTIES not to be less than the current contribution of $85,000.

5.0 **MUTUAL INDEMNIFICATION**

5.1 The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage, or expense is directly and proximately caused by the negligence or wrongful acts of COUNTY in the performance of SAGE program activities, and to pay on behalf of the City any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of SAGE program activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense costs, adjuster fees and attorney fees directly resulting therefrom.

6.0 **INVOICES AND PAYMENTS**

6.1 All invoices under this Agreement shall be submitted to the following address:

City of Paramount
Maria Meraz, Public Safety Director
16400 Colorado Avenue
Paramount, California 90723

6.2 Payment of the full amount agreed to will be made by the CITY to the COUNTY upon execution of this Agreement by both PARTIES. Should the PARTIES agree to extend this Agreement, payment will be due upon execution of the extensions.

7.0 **TERMINATION**

This Agreement may be terminated by either party upon 30 days written notice. All costs incurred up to the date of termination shall be prorated and reimbursed accordingly.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles hereby authorizes the District Attorney or his designee, to serve as Project Director for said program, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, extensions, augmentations and budget revisions to the program.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Mayor and the seal of said Board to be hereto affixed by the Executive Officer-Clerk thereof, and the City of Paramount has caused this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

County of Los Angeles

By_____
Mayor, Board of Supervisors

Attest: Sachi A. Hamai
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

City of Paramount
a municipal corporation

By_____
Daryl Hofmeyer, Mayor

Date: 5/10/2006

APPROVED AS TO FORM BY
COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By_____
Deputy

Attest:
City Clerk

By _____
City Clerk

Date: 5/10/2006

APPROVED AS TO FORM:

By _____
City Attorney

Date: 5-2-06