County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

April 1, 2008

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

Dear Supervisors:

AUTHORIZE THE SHERIFF'S DEPARTMENT, DISTRICT ATTORNEY'S OFFICE, AND PROBATION DEPARTMENT TO ENTER INTO TWO PROFESSIONAL SERVICES AGREEMENTS WITH THE CITY OF LOS ANGELES TO ACCEPT FUNDING ALLOCATIONS FOR THE COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM (ALL DISTRICTS) (3 VOTES)

IT IS OUR JOINT RECOMMENDATION THAT YOUR BOARD:

1. Authorize the Sheriff, District Attorney, and Chief Probation Officer, as agents for the County, to sign and enter into two (2) Professional Services Agreements with the City of Los Angeles for past participation in the Community Law Enforcement and Recovery (CLEAR) Program, a multi-agency gang intervention project.

2. Designate the Sheriff, District Attorney, and Chief Probation Officer or their designees, to serve as Project Directors for their respective CLEAR Program components, and delegate authority to the three County Departments to execute the terms of the Agreements, including any extensions, modifications, amendments, and augmentations thereto, when necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CLEAR Program specifically requires the County Departments (Sheriff, District Attorney, and Probation), the Los Angeles Police Department, and the City Attorney's Office to work together to provide a flexible and coordinated response to crime perpetrated by criminal street gangs by identifying the gangs associated with each

community and addressing each community's gang problem. The legislation also requires that this collaborative effort be formalized in a Professional Services Agreement as a prerequisite to the release of CLEAR Program funding.

Implementation of Strategic Plan Goals

The project conforms to Los Angeles County's Strategic Plan, Goal 1, Service Excellence, by providing responsive, high quality public service. The CLEAR Program is a collaborative effort between multiple jurisdictions that commit to ridding neighborhoods of street violence.

FISCAL IMPACT/FINANCING

The first Agreement (Attachment I) covers the period between October 1, 2005, through September 30, 2008. This Agreement was extended from its original term of October 1, 2005, to September 30, 2006, to allow the release of funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Justice Assistance Grant (JAG), via the City of Los Angeles, to the County. These funds will be distributed in the amount of $322,552 to the Sheriff's Department, $552,948 to the District Attorney's Office, and $506,869 to the Probation Department. The total award amount to the County is $1,382,369.

The Sheriff's Department's funding allocation covered a percentage of salaries and employee benefits for two (2) sheriff station clerk II positions, one (1) bonus deputy position, and one (1) information systems analyst position.

The District Attorney's Office's allocation funded a percentage of salaries and employee benefits for six (6) deputy district attorney positions.

The Probation Department's allocation funded a percentage of salaries and employee benefits for six (6) deputy probation officer II positions.

The positions for each respective County Department were existent and did not indicate an increase in staffing. The revenue was included in each Department's respective Fiscal Year 2005-06 budgets.

The second Agreement (Attachment II) covers the period of October 1, 2006, through September 30, 2009. This Agreement was extended from October 1, 2006, to September 30, 2007, to its current term, to allow the release of funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Justice Assistance Grant (JAG), via the City of Los Angeles, to the County. These funds will be distributed in the amount of $507,775 to the District Attorney's Office, and

$535,505 to the Probation Department. The total award amount to the County is $1,043,280.

The District Attorney's allocation funded a percentage of salaries and employee benefits for six (6) deputy district attorney positions.

The Probation Department's allocation funded a percentage of salaries and employee benefits for six (6) deputy probation officer II positions.

The positions for each respective County Department were existent and did not indicate an increase in staffing. The revenue was included in each Department's respective Fiscal Year 2006-07 budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In order for the County Departments to claim reimbursement from the City of Los Angeles for the CLEAR Program, the Professional Services Agreements (Attachments I and II) between the City of Los Angeles and the County of Los Angeles must be signed by the County Departments receiving funding in the Agreements. The Mayor of Los Angeles will sign and fully execute the two Agreements when received from the County. The purpose, allocation, and terms of the Agreements, for past participation and implementation are outlined in the Agreements. County Counsel has approved the two Professional Services Agreements as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions contained in this letter have been reviewed and approved by the Sheriff's Department, District Attorney's Office, and the Probation Department. The Agreements are for services rendered in past fiscal years and therefore, will not impact current services. The Public Defender's Office has indicated that since the acceptance of this funding does not increase staffing over the previous years' programs, there is no additional impact on their current services.

CONCLUSION

Upon the Board's approval, the Sheriff's Department needs to obtain four (4) individually certified copies of the Board-adopted letter. Contacts for the requested Board action are Irma Cobos, Grants Manager, at (323) 526-5112, or Marcelle Murr, Grants Analyst, at (323) 526-5212.

Sincerely,

LEROY D. BACA
SHERIFF

STEVE COOLEY
DISTRICT ATTORNEY

WILLIAM T FUJIOKA
CHIEF EXECUTIVE OFFICER

ATTACHMENT #1

PROFESSIONAL SERVICES AGREEMENT

Contractor: County of Los Angeles

Title: Community Law Enforcement and Recovery (CLEAR) Program

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE COUNTY OF LOS ANGELES

This Agreement is made and entered into by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, on June 30, 2006 the Council of the City accepted FY2005 Justice Assistance Grant funding from the Bureau of Justice Assistance (refer to City Council File Number 05-0491, Grant Number 2005-DJ-BX-0687), for the development and implementation of the **CLEAR Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles, and therefore seek to enter into this Agreement ("Agreement");

WHEREAS, the City has designated the Mayor's Office of Homeland Security and Public Safety to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

WHEREAS, the City has been authorized to execute this Agreement (refer to City Council File number 05-0491, dated December 19, 2006);

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

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

B. The County of Los Angeles, a municipal corporation, having its principal office at 500 West Temple Street, Los Angeles, CA 90012.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:

   Arif Alikhan Deputy Mayor
   Mayor's Office of Homeland Security and Public Safety
   200 North Spring Street, Room M-180
   Los Angeles, CA 90012

2. The representatives of the County shall be:

   Steve Cooley, District Attorney
   Los Angeles County District Attorney's Office
   Los Angeles Headquarters

Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, California 90012

Robert Taylor, Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, California 90242

Sheriff Leroy D. Baca
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, California 91754

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Independent Contractor

The County is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the County has been, is, or shall be an employee of the City by virtue of this Agreement, and the County shall so inform each employee organization and each employee who is hired or retained under this Agreement. County shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

County shall provide copies of the following documents to the City:

A. (This section intentionally left blank.)

B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part

hereof. County shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by County

D. (This section intentionally left blank.)

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **October 1, 2005** and end **September 30, 2008** and any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein.

§202. Services to be Provided by the County

General Description of CLEAR: The primary purpose of the Community Law Enforcement and Recovery (CLEAR) Program is to facilitate the recovery of gang-infested communities through the application of concentrated law enforcement measures. The creation of CLEAR, in November 1996, was fueled by the widely publicized killing of 3-year-old Stephanie Kuhen by members of the Avenues Gang near downtown Los Angeles.

There are five CLEAR sites within the City of Los Angeles and one additional area within the County of Los Angeles' jurisdiction. The sites are as follows:

- LAPD Foothill Area
- LAPD Newton Area
- LAPD Devonshire Area (Closed on December 11, 2005)
- LAPD Southeast Area (Opened on December 12, 2005)
- LAPD Hollenbeck Area
- LAPD Northeast Area
- Los Angeles County Sheriff's East Los Angeles Station Area

Areas with high rates of gang related crime are generally selected as CLEAR sites. Within each site, there is a primary target area and a secondary target area identified by LAPD Reporting Districts, which track all LAPD crime data. Primary target areas are comprised of up to four reporting districts, which have the highest levels of gang crime in the CLEAR site area. Secondary target areas are comprised of up to nine reporting districts, which have significant level of gang crime, but are lower than the levels in the primary target areas. Program resources are deployed first to the primary target areas and then to secondary target areas. This approach ensures that resources are efficiently deployed to areas with the most gang related crime.

Each CLEAR site includes an Operational Team made up of representatives from the LAPD, Sheriff's Department, Department of Corrections, District Attorney's Office, City Attorney's Office and Probation Department. The Operational Team develops six-month plans and convenes strategy meetings twice a month to guide the team's program implementation and resource deployment. Monthly activity reports are created to assist each site with monitoring and revising plans and strategies.

The key to CLEAR's success has been the immediate availability of police officers, sheriff deputies, district attorneys, city attorneys, probation officers and parole officers in the defined primary and secondary target areas. The role of each team member is outlined below:

- The LAPD and Los Angeles Sheriff's Department deploy officers who are specifically designated to respond to gang-related criminal activity within their respective jurisdictions in the CLEAR target area;

- The California Department of Corrections provides intensive monitoring and closely supervises all parolees during their re-entry into society to avert them from engaging in criminal activity upon their release.

- Los Angeles County Probation Department works with the City Attorney to ensure that gang members receive appropriate conditions of probation that prohibit association with other gang members through curfews and restrictions on returning to designated areas.

- The District Attorney's Office and City Attorney's Office engage in community-based and vertical prosecution to ensure effective prosecution of gang-related crimes;

- Other federal, state and local agencies and programs are requested to participate in a target area as the CLEAR Operational Team identifies additional areas of need.

The County shall provide contractual services supported by the work identified in this section, Exhibit A, and Exhibit A-1. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

Los Angeles District Attorney

The District Attorney's Office dedicates Deputy District Attorneys for the CLEAR sites located in Foothill, Devonshire, Hollenbeck, Newton and Northeast. The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. The Attorneys must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate.

The Deputy District Attorney vertically prosecutes from the filing stage to sentencing, all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorney works with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorneys also provides ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Los Angeles Sheriff's Department

A Lieutenant will staff the East Los Angeles CLEAR site. The Lieutenant will investigate all gang related crimes that occur within the designated areas, attend and participate in community meetings related to CLEAR operations in the site. The Lieutenant will be co-located with the other members of the CLEAR Operations Team. Overtime funds allow the gang investigator to dedicate time for investigations and to participate in task force events related to CLEAR operations in the designated site.

Probation Department

Deputy Probation Officers are dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of the four CLEAR sites (Foothill, Devonshire, Hollenbeck, Newton and Northeast). These officers coordinate and conduct the following field-related activities: Police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; Serves as liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community- based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the County as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed one million three hundred and eighty-two thousand and three hundred and sixty-nine dollars ($ 1,382,369). The foregoing rate represents the total compensation to be paid by City to County for services to be performed as designated by this Agreement.

B. Each monthly invoice shall be submitted on the County's letterhead; include the name, hours, rate of pay for all personnel to be paid; include evidence of the completed project; include supporting documentation for all approved purchases of equipment or supplies and shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and satisfied with the documentation included in the invoice.

C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the County. The City will not compensate the County for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the County under penalty of perjury that the information submitted is true and correct.

E. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the County of a loss or reduction of federal grant funds.

F. (This section intentionally left blank.)

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the County. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by

it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

The County may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

The County and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the County's performance hereunder and shall pay any fees required therefore. The County further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

The County shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the County shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. The County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

The County shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The County shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

Any subcontract entered into by the County relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Claims for Labor and Materials

The County shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the County hereunder), against the County's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code) is not applicable.

§411. Bonds (This Section Intentionally Left Blank.)

§412. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§413. Insurance (This Section Intentionally Left Blank.)

§414. Conflict of Interest

A. The County covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in- law, sister-in-law, son-in-law, daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

   b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. No members of the Board of Directors may be employed by the County if this County is a corporation.

D. The County further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subagreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

E. The County shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the County.

F. Prior to obtaining the City's approval of any subcontract, the County shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the County or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

H. The County warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

I. The County covenants that no member, officer or employee of County shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

J. The County shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. Compliance with State and Federal Statutes and Regulations

County understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by County to City of any unlawful expenditure.

A. Statutes and Regulations Applicable To All Grant Contracts

County shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. County shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

County shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local

Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, County shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

County hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq., and its implementing regulations. County will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. County will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the County, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

County shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, County shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to County until the

Certification is filed.

County shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by County. County shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California may deem necessary, County shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all County's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

County agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

7. Subcontracts and Procurement

County shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease

agreements, third party agreements, consultant service contracts and construction subcontracts.

County shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The County shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. The County shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

County shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

County shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

County shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

None of the funds be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

Hatch Act (5 USC §§1501-1508 and 7324-7328).

9. Civil Rights

County shall comply with all Federal statutes relating to to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to

nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

County shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

County shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

County shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

County shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

County shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

County shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, County ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and is not impacting the environment negatively.

County shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

County shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

County shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and County shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither County nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. County shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. (This Section Intentionally Left Blank)

14. Miscellaneous

Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.

B. Statutes and Regulations Applicable To These Particular Grants

County shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 Code of Federal Regulations (CFR) Part 66; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, *Financial Guide*; Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act);

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

All equipment and software developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).

Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to federal Assistance Programs.

All written, visual, or audio publications resulting from this Agreement, with the exception of press releases, shall contain the following statements:

"This project was supported by Grant No. 2005-DJ-BX-0687 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

County agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 23 that are applicable to collection, use and revelation of data or information.

3. Noncompliance

County understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by County to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the County as an independent contractor and not as a City employee.

§417. Inventions, Patents and Copyrights

A. Inventions and Patents

1. Reporting Procedure for Inventions

If any project under this Agreement produces any invention or discovery (Invention) including, without limitation, processes and business methods, the County shall promptly report the Invention to the City. The City shall then report the Invention to the Grantor.

2. Allocation of Patent Rights

Unless otherwise provided, the Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered. The determination shall be consistent with the Federal Acquisition Regulations System (System), which is based on 35 U.S.C. §§ 200 et seq.; 37 CFR Part 401; Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, as amended by Executive Order 12618,

12/22/87, 52 FR 48661. County hereby agrees to be bound by the System, and will contractually require its personnel to be bound by the System.

3. Right of City to Use Inventions

City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

B. Copyright Policies

1. Copyright Ownership

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material is developed under this Agreement (Material), the author or the City, at the City's discretion, may copyright the Material. Before copywriting any Material, the County shall obtain written permission from the City.

2. Rights of City in Copyrighted Materials

If the City declines to copyright the Material, the City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

3. Rights of Grantor in Copyrighted Materials

Pursuant to 28 CFR 66.34, 28 C.F.R. § 70.36 and 37 C.F.R. Part 401, the Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

C. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement, pursuant to 48 CFR 27.401 and 48 USC 27.404(a),

If any project produced under this Agreement contains data not first produced under this Agreement, or data published with the notice of 17 U.S.C. Section 401 or 402, the Grantor shall have limited rights to such data pursuant to 48 CFR 27.404 (f) (2).

D. Obligations Binding on Subcontractors

County shall require all subcontractors to comply with the obligations of this section by incorporating the terms herein into all subcontracts.

§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy (Not Applicable to this Agreement)

§419 Earned Income Tax Credit (This section intentionally left blank.)

§420. Equal Benefits Ordinance (This section intentionally left blank.)

§421. Contractor Responsibility Ordinance (This section intentionally left blank.)

§422. Slavery Disclosure Ordinance (This section intentionally left blank.)

§423. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§424 Child Support Assignment Orders (This section intentionally left blank.)

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the County fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension (This section intentionally left blank.)

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the County under this Agreement shall be disposed of according to City directives.

C. In the event that the County ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) County shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the County for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the County until such time as the exact amount of any damages that may be due to the City from the County is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination (This section intentionally left blank.)

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the County, and any increase or decrease in the amount of compensation which are agreed to by the City and the County shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The County agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-four** pages (24) pages and **three** (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the County have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:
ROCKARD J. DELGADILLO, City Attorney

By _____
Deputy/Assistant City Attorney
Date _____

ATTEST:

FRANK T. MARTINEZ, City Clerk

By _____
Deputy City Clerk

By _____
Robert Taylor, Deputy Probation Officer

By Lee Baca
Lee Baca, Sheriff

By S. L. C.
Steve Cooley, District Attorney

Executed this _____ day of _____, 2008

For: THE CITY OF LOS ANGELES

ANTONIO R. VILLARAIGOSA, Mayor

_____

Executed this _____ day of _____, 2008

For: THE COUNTY OF LOS ANGELES

Executed this _____ day of _____, 2008

Executed this 19th day of March, 2008

Executed this 19th day of March, 2008

APPROVAL AS TO FORM:
RAYMOND G. FORTNER, JR,
COUNTY COUNSEL

By G Gross
Gary Gross, Principal Deputy, County Counsel

City Business License Number _____
Internal Revenue Service ID Number _____
Council File/CAO File Number _____ Date of Approval _____
Said Agreement is Number _____ of City Contracts

EXHIBIT A

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFROCEMENT AND RECOVERY PROGRAM

The Community Law Enforcement and Recovery (CLEAR) Program was funded initially by the U.S. Department of Justice at the request of the Mayor's Office. CLEAR is a multi-jurisdictional program that brings together law enforcement, government and community agencies in an unprecedented, focused effort to rid neighborhoods of street violence. Core participants include the Los Angeles Police Department, the Sheriff's Department, Probation, City Attorney, District Attorney, Mayor's Office, City Council Offices, Supervisorial Offices, and community stakeholders. CLEAR first targeted the violent Avenues gang in northeastern Los Angeles and in subsequent years CLEAR has expanded to include the Devonshire area, Foothill area, and the Newton area. During the time CLEAR was on the streets in northeast Los Angeles, gang-related violent crime decreased by 39% in the targeted area, and by 35% in the surrounding neighborhoods, compared to 9% in the balance of the Northeast area.

Crime reduction and enhanced quality of life in gang strongholds in all CLEAR sites are a direct result of the infusion of funds and resources, and the corresponding ability to implement proactive, rather than reactive strategies. CLEAR features a number of joint activities by its cores members who are co-located in the target areas. Theses include: Probation ride-alongs with the Los Angeles Police Department; gang information and data sharing across departments and between the City and County; gang Conditions of Probation, witness protection; and a Community Impact Team in which community members and law enforcement work together to prioritize and address local problems. The representative from the District Attorney's Office chairs the monthly Executive Steering Committee, which is responsible for program planning and oversight. A representative from the Los Angeles Police Department co-chairs (with the District Attorney) the monthly Operations Team Committee, which is responsible for site coordination and day-to-day program operations.

City Attorney's Office

The City Attorney's Office has been an integral part of the CLEAR program since its inception, vertically prosecuting misdemeanor gang crimes and focusing on quality of life crimes and nuisance abatement.

The CLEAR sites will be staffed by experienced Deputy City Attorney from the City Attorney Gang Unit. The deputy city prosecutors assigned to the CLEAR Team will vertically prosecute all misdemeanor offenses and local ordinance violations committed

by targeted gang members, focus on gang related nuisance and quality of life issues, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. The deputy city prosecutors will also attend and participate in community meetings and events related to CLEAR operations in Hollenbeck, Foothill, Newton, Northeast and Southeast. The assigned prosecutors will be co-located with the other members of the CLEAR Operations Team.

Los Angeles Police Department

The CLEAR sites will be staffed by a Detective and a Sergeant. These staff are assigned to the CLEAR Team to investigate all gang related crimes that occur within the designated areas, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. They will also attend and participate in community meetings and events related to CLEAR operations in Hollenbeck, Foothill, Newton, Northeast and Southeast. Overtime funds allow the officers to increase the amount of time dedicated to investigations and to participate in task force events related to CLEAR sites.

Los Angeles District Attorney

The District Attorney's Office dedicates Deputy District Attorneys for the five CLEAR sites. The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. The Attorneys must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate. The Deputy District Attorney vertically prosecutes from the filing stage to sentencing, all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorney works with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorneys also provides ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Los Angeles Sheriff's Department

A Lieutenant will staff the East Los Angeles CLEAR site. The Lieutenant will investigate all gang related crimes that occur within the designated areas, attend and participate in community meetings related to CLEAR operations in the site. The Lieutenant will be co-located with the other members of the CLEAR Operations Team. Overtime funds allow the gang investigator to dedicate time for investigations and to participate in task force events related to CLEAR operations in the designated site.

Probation Department

Three Deputy Probation Officers are dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of the

five CLEAR sites (Hollenbeck, Foothill, Newton, Northeast and Southeast). These officers coordinate and conduct the following field-related activities: Police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; Serves as liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community- based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

EXHIBIT A-1

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM
CLEAR BUDGET: Personnel Services (Salaries/Employee Benefits)
TERM: October 1, 2005 to September 30, 2008

CLEAR Partner	**Funding Amounts**
District Attorney Salaries	$552,948
Sheriff Department Salaries	$322,552
Probation Department Salaries	$506,869
TOTAL	**$1,382,369**

TOTAL County funds $1,382,369

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

LEROY D. BACA, SHERIFF
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Lee Baca
SIGNATURE

3-19-08
DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

LEROY D. BACA, SHERIFF
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Lee Baca
SIGNATURE

3-19-08
DATE

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

STEVE COOLEY, DISTRICT ATTORNEY
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

S. Cooley
SIGNATURE

3/19/08
DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

STEVE COOLEY, DISTRICT ATTORNEY
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

S. L. Cooley
SIGNATURE

3/19/08
DATE

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

ROBERT TAYLOR, CHIEF PROBATION OFFICER
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

ROBERT TAYLOR, CHIEF PROBATION OFFICER
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

PROFESSIONAL SERVICES AGREEMENT

Contractor: County of Los Angeles

Title: Community Law Enforcement and Recovery (CLEAR) Program

Said Agreement is Number _____ of City Contracts

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AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE COUNTY OF LOS ANGELES

This Agreement is made and entered into by and between the CITY OF LOS ANGELES, a chartered municipality organized under the laws of the State of California ("City") and the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("County"), and both of whom are collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, the City and the City/County Street Violence Working Group gave high priority to the need for a coordinated multi-agency approach to address the widespread problem of gang violence;

WHEREAS, on March 3, 2006 the Council of the City accepted FY2006 Justice Assistance Grant funding from the Bureau of Justice Assistance (refer to City Council File Number 06-0284, Grant Number 2006-F211-CA-DJ), for the development and implementation of the **CLEAR Program**, to address the needs of the City and County;

WHEREAS, the Parties desire to participate in the coordination, development and implementation of the **CLEAR** Program to combat gang violence in Los Angeles, and therefore seek to enter into this Agreement ("Agreement");

WHEREAS, the City has designated the Mayor's Office of Homeland Security and Public Safety to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

WHEREAS, the City has been authorized to execute this Agreement (refer to City Council File number 06-0284, dated August 31, 2007);

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

I.

INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

B. The County of Los Angeles, a municipal corporation, having its principal office at 500 West Temple Street, Los Angeles, CA 90012.

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:

Arif Alikhan Deputy Mayor
Mayor's Office of Homeland Security and Public Safety
200 North Spring Street, Room M-180
Los Angeles, CA 90012

2. The representatives of the County shall be:

Steve Cooley, District Attorney
Los Angeles County District Attorney's Office
Los Angeles Headquarters
Clara Shortridge Foltz Criminal Justice Center
210 West Temple Street
Los Angeles, California 90012

Robert Taylor, Chief Probation Officer
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, California 90242

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by

registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103. Independent Contractor

The County is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the County has been, is, or shall be an employee of the City by virtue of this Agreement, and the County shall so inform each employee organization and each employee who is hired or retained under this Agreement. County shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

County shall provide copies of the following documents to the City:

A. (This section intentionally left blank.)

B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certification and Disclosure Regarding Lobbying in accordance with Section §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. County shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by County

D. (This section intentionally left blank.)

II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on **October 1, 2006** and end **September 30, 2009** and any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein.

§202. Services to be Provided by the County

General Description of CLEAR: The primary purpose of the Community Law Enforcement and Recovery (CLEAR) Program is to facilitate the recovery of gang-infested communities through the application of concentrated law enforcement measures. The creation of CLEAR, in November 1996, was fueled by the widely publicized killing of 3-year-old Stephanie Kuhen by members of the Avenues Gang near downtown Los Angeles.

There are five CLEAR sites within the City of Los Angeles to be funded from the Justice Assistance Grant FY 2006. The sites are as follows:

- LAPD Foothill Area
- LAPD Newton Area
- LAPD Northeast Area
- LAPD Southeast
- LAPD Hollenbeck

Areas with high rates of gang related crime are generally selected as CLEAR sites. Within each site, there is a primary target area and a secondary target area identified by LAPD Reporting Districts, which track all LAPD crime data. Primary target areas are comprised of up to four reporting districts, which have the highest levels of gang crime in the CLEAR site area. Secondary target areas are comprised of up to nine reporting districts, which have significant level of gang crime, but are lower than the levels in the primary target areas. Program resources are deployed first to the primary target areas and then to secondary target areas. This approach ensures that resources are efficiently deployed to areas with the most gang related crime.

Each CLEAR site includes an Operational Team made up of representatives from the LAPD, Sheriff's Department, Department of Corrections, District Attorney's Office, City Attorney's Office and Probation Department. The Operational Team develops six-month plans and convenes strategy meetings twice a month to guide the team's program implementation and resource deployment. Monthly activity reports are created to assist each site with monitoring and revising plans and strategies.

The key to CLEAR's success has been the immediate availability of police officers, sheriff deputies, district attorneys, city attorneys, probation officers and parole officers in the defined primary and secondary target areas. The role of each team member is outlined below:

- The LAPD and Los Angeles Sheriff's Department deploy officers who are specifically designated to respond to gang-related criminal activity within their respective jurisdictions in the CLEAR target area;

- The California Department of Corrections provides intensive monitoring and closely supervises all parolees during their re-entry into society to avert them from engaging in criminal activity upon there release.

- Los Angeles County Probation Department works with the City Attorney to ensure that gang members receive appropriate conditions of probation that prohibit association with other gang members through curfews and restrictions on returning to designated areas.

- The District Attorney's Office and City Attorney's Office engage in community-based and vertical prosecution to ensure effective prosecution of gang-related crimes;

- Other federal, state and local agencies and programs are requested to participate in a target area as the CLEAR Operational Team identifies additional areas of need.

The County shall provide contractual services supported by the work identified in this section, Exhibit A, and Exhibit A-1. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

Los Angeles District Attorney

The District Attorney's Office dedicates Deputy District Attorneys for the CLEAR sites. The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. The Attorneys must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate. The Deputy District Attorney vertically prosecutes from the filing stage to sentencing, all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorney works with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorneys also provides ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Probation Department

Deputy Probation Officers are dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of the five CLEAR

sites (Foothill, Newton, Northeast, Southeast, and Hollenbeck). These officers coordinate and conduct the following field-related activities: Police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; Serves as liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community- based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

III.
PAYMENT

§301. Compensation and Method of Payment

A. The City shall pay to the County as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed one million and forty-three thousand and two hundred and eighty dollars ($ 1,043,280). The foregoing rate represents the total compensation to be paid by City to County for services to be performed as designated by this Agreement.

B. Each monthly invoice shall be submitted on the County's letterhead; include the name, hours, rate of pay for all personnel to be paid; include evidence of the completed project; include supporting documentation for all approved purchases of equipment or supplies and shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and satisfied with the documentation included in the invoice.

C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the County. The City will not compensate the County for any costs incurred for invoice preparation. The City may request, in writing, changes

to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the County under penalty of perjury that the information submitted is true and correct.

E. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the County of a loss or reduction of federal grant funds.

F. (This section intentionally left blank.)

IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the County. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or

understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

The County may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

The County and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the County's performance hereunder and shall pay any fees required therefore. The County further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

The County shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the County shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status or medical condition. The County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

The County shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The County shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

Any subcontract entered into by the County relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

§409. Claims for Labor and Materials

The County shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the County hereunder), against the County's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Los Angeles City Business Tax Registration Certificate

Under the terms of this Agreement, the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code) is not applicable.

§411. Bonds (This Section Intentionally Left Blank.)

§412. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section

895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§413. Insurance (This Section Intentionally Left Blank.)

§414. Conflict of Interest

A. The County covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in- law, sister-in-law, son-in-law, daughter-in-law.

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. No members of the Board of Directors may be employed by the County if this County is a corporation.

D. The County further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a subagreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

E. The County shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the County.

F. Prior to obtaining the City's approval of any subcontract, the County shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the County or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

G. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.

H. The County warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

I. The County covenants that no member, officer or employee of County shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

J. The County shall incorporate the foregoing subsections of this Section into every agreement that its enters into in connection with this project and shall substitute

the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".

§415. Compliance with State and Federal Statutes and Regulations

County understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by County to City of any unlawful expenditures.

A. Statutes and Regulations Applicable To All Grant Contracts

County shall comply with all applicable requirements of state, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. County shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

County shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations.

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, County shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

County hereby certifies that it will comply with the Americans with Disabilities Act 42, USC §§ 12101 et seq., and its implementing

regulations. County will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. County will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the County, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

County shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than $100,000.00 in grant funds or more than $150,000 in loan funds, County shall submit to the City a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC 1352. A copy of the Certificate is attached hereto as Exhibit C. No funds will be released to County until the Certification is filed.

County shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by County. County shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the City, the U.S. Comptroller General and the Auditor General of the State of California may deem necessary, County shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General and the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including all County's invoices, materials, payrolls, records of personnel, conditions of

employment and other data relating to all matters covered by this Agreement.

County agrees to provide any reports requested by the City regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

Comment: Please check with Lynn to make sue this is acceptable to us.

7. Subcontracts and Procurement

County shall comply with the federal and City standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

County shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The County shall submit all Subcontractor Agreements to the City for review prior to the release of any funds to the subcontractor. The County shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

County shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

County shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

County shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

None of the funds be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

Hatch Act (5 USC §§1501-1508 and 7324-7328).

9. Civil Rights

County shall comply with all Federal statutes relating to to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

10. Environmental

County shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

County shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

County shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

County shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

County shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

County shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, County ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and is not impacting the environment negatively.

County shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

County shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

County shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and County shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the City concurrent with the execution of this Agreement and shall certify that neither County nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. County shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

13. (This Section Intentionally Left Blank)

14. Miscellaneous

Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.

B. Statutes and Regulations Applicable To These Particular Grants

County shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. County shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 28 Code of Federal Regulations (CFR) Part 66; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, *Financial Guide*; Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act);

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

All equipment and software developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).

Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 64, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to federal Assistance Programs.

All written, visual, or audio publications resulting from this Agreement, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. 2005-DJ-BX-0687 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

County agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 23 that are applicable to collection, use and revelation of data or information.

3. Noncompliance

County understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by County to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the County as an independent contractor and not as a City employee.

§417. Inventions, Patents and Copyrights

A. Inventions and Patents

1. Reporting Procedure for Inventions

If any project under this Agreement produces any invention or discovery (Invention) including, without limitation, processes and business methods, the County shall promptly report the Invention to the City. The City shall then report the Invention to the Grantor.

2. Allocation of Patent Rights

Unless otherwise provided, the Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered. The determination shall be consistent with the Federal Acquisition Regulations System (System), which is based on 35 U.S.C. §§ 200 et seq.; 37 CFR Part 401; Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, as amended by Executive Order 12618, 12/22/87, 52 FR 48661. County hereby agrees to be bound by the System, and will contractually require its personnel to be bound by the System.

3. Right of City to Use Inventions

City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

B. Copyright Policies

1. Copyright Ownership

Unless otherwise provided by the terms of the Grant or of this Agreement, when copyrightable material is developed under this Agreement (Material), the author

or the City, at the City's discretion, may copyright the Material. Before copywriting any Material, the County shall obtain written permission from the City.

2. Rights of City in Copyrighted Materials

If the City declines to copyright the Material, the City shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

3. Rights of Grantor in Copyrighted Materials

Pursuant to 28 CFR 66.34, 28 C.F.R. § 70.36 and 37 C.F.R. Part 401, the Grantor shall have a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

C. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement, pursuant to 48 CFR 27.401 and 48 USC 27.404(a),

If any project produced under this Agreement contains data not first produced under this Agreement, or data published with the notice of 17 U.S.C. Section 401 or 402, the Grantor shall have limited rights to such data pursuant to 48 CFR 27.404 (f) (2).

D. Obligations Binding on Subcontractors

County shall require all subcontractors to comply with the obligations of this section by incorporating the terms herein into all subcontracts.

§418. Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy (Not Applicable to this Agreement)

§419 Earned Income Tax Credit (This section intentionally left blank.)

§420. Equal Benefits Ordinance (This section intentionally left blank.)

§421. Contractor Responsibility Ordinance (This section intentionally left blank.)

§422. Slavery Disclosure Ordinance (This section intentionally left blank.)

§423. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§424 Child Support Assignment Orders (This section intentionally left blank.)

V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the County fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

A. Reduce the total budget;

B. Make any changes in the general scope of this Agreement;

C. Suspend project operations in accordance with §502 of this Agreement; or

D. Terminate the Agreement.

§502. Suspension (This section intentionally left blank.)

§503. Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the County under this Agreement shall be disposed of according to City directives.

C. In the event that the County ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) County shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the County for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the County until such time as the exact amount of any damages that may be due to the City from the County is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504. Notices of Suspension or Termination (This section intentionally left blank.)

§505. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the County, and any increase or decrease in the amount of compensation which are agreed to by the City and the County shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The County agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes **twenty-four** pages (24) pages and **three** (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the County have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:
ROCKARD J. DELGADILLO, City Attorney

By _____
Deputy/Assistant City Attorney
Date _____

ATTEST:

FRANK T. MARTINEZ, City Clerk

By _____
Deputy City Clerk

By _____
Robert Taylor, Deputy Probation Officer

By S.L.C
Steve Cooley, District Attorney

Executed this _____ day of
_____, 2008

For: THE CITY OF LOS ANGELES

ANTONIO R. VILLARAIGOSA, Mayor

_____

Executed this _____ day of
_____, 2008

For: THE COUNTY OF LOS ANGELES

Executed this _____ day of
_____, 2008

Executed this 19th day of
MARCH, 2008

APPROVAL AS TO FORM:
RAYMOND G. FORTNER, JR,
COUNTY COUNSEL

By _____
Gary Gross, Principal Deputy, County Counsel

City Business License Number _____
Internal Revenue Service ID Number _____
Council File/CAO File Number _____ Date of Approval _____
Said Agreement is Number _____ of City Contracts

EXHIBIT A

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

The Community Law Enforcement and Recovery (CLEAR) Program was funded initially by the U.S. Department of Justice at the request of the Mayor's Office. CLEAR is a multi-jurisdictional program that brings together law enforcement, government and community agencies in an unprecedented, focused effort to rid neighborhoods of street violence. Core participants include the Los Angeles Police Department, the Sheriff's Department, Probation, City Attorney, District Attorney, Mayor's Office, City Council Offices, Supervisorial Offices, and community stakeholders. CLEAR first targeted the violent Avenues gang in northeastern Los Angeles and in subsequent years CLEAR has expanded to include the Devonshire area, Foothill area, and the Newton area. During the time CLEAR was on the streets in northeast Los Angeles, gang-related violent crime decreased by 39% in the targeted area, and by 35% in the surrounding neighborhoods, compared to 9% in the balance of the Northeast area.

Crime reduction and enhanced quality of life in gang strongholds in all CLEAR sites are a direct result of the infusion of funds and resources, and the corresponding ability to implement proactive, rather than reactive strategies. CLEAR features a number of joint activities by its cores members who are co-located in the target areas. Theses include: Probation ride-alongs with the Los Angeles Police Department; gang information and data sharing across departments and between the City and County; gang Conditions of Probation, witness protection; and a Community Impact Team in which community members and law enforcement work together to prioritize and address local problems. The representative from the District Attorney's Office chairs the monthly Executive Steering Committee, which is responsible for program planning and oversight. A representative from the Los Angeles Police Department co-chairs (with the District Attorney) the monthly Operations Team Committee, which is responsible for site coordination and day-to-day program operations.

City Attorney's Office

The City Attorney's Office has been an integral part of the CLEAR program since its inception, vertically prosecuting misdemeanor gang crimes and focusing on quality of life crimes and nuisance abatement.

The CLEAR sites will be staffed by experienced Deputy City Attorney from the City Attorney Gang Unit. The deputy city prosecutors assigned to the CLEAR Team will vertically prosecute all misdemeanor offenses and local ordinance violations committed

by targeted gang members, focus on gang related nuisance and quality of life issues, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. The deputy city prosecutors will also attend and participate in community meetings and events related to CLEAR operations in Hollenbeck, Foothill, Newton, Northeast and Southeast. The assigned prosecutors will be co-located with the other members of the CLEAR Operations Team.

Los Angeles Police Department

The CLEAR sites will be staffed by a Detective and a Sergeant. These staff are assigned to the CLEAR Team to investigate all gang related crimes that occur within the designated areas, work cooperatively with the other Team members, and participate in the respective Community Impact Teams. They will also attend and participate in community meetings and events related to CLEAR operations in Hollenbeck, Foothill, Newton, Northeast and Southeast. Overtime funds allow the officers to increase the amount of time dedicated to investigations and to participate in task force events related to CLEAR sites.

Los Angeles District Attorney

The District Attorney's Office dedicates Deputy District Attorneys for the five CLEAR sites (Hollenbeck, Foothill, Newton, Northeast, and Southeast). The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. The Attorneys must be a Deputy District Attorney III or higher with a minimum of five years of experience as a Deputy District Attorney. The Deputy District Attorney will review all felony arrests of adult gang members made by the CLEAR Team and files charges where appropriate. The Deputy District Attorney vertically prosecutes from the filing stage to sentencing, all violent gang related felonies committed by the targeted gang or occurring in the targeted area. Additionally the Deputy District Attorney works with CLEAR investigators to insure felony cases are fully prepared for trial. In cases which probation is granted, the Deputy District Attorney advocates the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorneys also provides ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Probation Department

Three Deputy Probation Officer IIs are dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of the five CLEAR sites (Hollenbeck, Foothill, Newton, Northeast and Southeast). These officers coordinate and conduct the following field-related activities: Police ride alongs, sweeps, field visits, Community Based Organization contacts, search and seizures, warrant pickups, etc.; Coordinate Community Impact Teams and facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; Serves as liaison between the Probation Department, Los Angeles Police Department, Los

Angeles Sheriff Department, District Attorney, City Attorney, State Parole, courts and community- based agencies in matters related to the program. Monitor and enforce the terms and conditions of probation on both assigned and non-assigned cases; Effect timely detection and verification of violations; Impose conditions of probation specifically related to gang behavior; Ensure that probation violations will lead to timely sanctioning; Maintain awareness of gang and criminal activity; Maintain efforts to discourage gang group activity and minimize gang cohesiveness; and Redirect individual gang members into non-gang activities, etc.

EXHIBIT A-1

THE LOS ANGELES CITY/COUNTY
COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM
CLEAR BUDGET: Personnel Services (Salaries/Employee Benefits)

TERM: October 1, 2006 to September 30, 2009

CLEAR Partner	**Funding Amounts**
District Attorney Salaries	$ 507,775
Probation Department Salaries	$ 535,505
TOTAL	**$1,043,280**

TOTAL County funds $1,043,280

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

STEVE COOLEY, DISTRICT ATTORNEY
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

S.L. C
SIGNATURE

3/19/08
DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

STEVE COOLEY, DISTRICT ATTORNEY
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

S. L. C
SIGNATURE

3/19/08
DATE

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

1. The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
CONTRACTOR/BORROWER/AGENCY

ROBERT TAYLOR, CHIEF PROBATION OFFICER
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

AGREEMENT NUMBER _____

COUNTY OF LOS ANGELES
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ROBERT TAYLOR, CHIEF PROBATION OFFICER
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____ _____
SIGNATURE DATE