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

LEROY D. BACA, SHERIFF

July 13, 2004

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

Dear Supervisors:

AUTHORIZATION FOR THE SHERIFF, DISTRICT ATTORNEY, AND CHIEF PROBATION OFFICER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CITY OF LOS ANGELES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Sheriff, District Attorney, and the Chief Probation Officer to enter into the attached Memorandum of Agreement with the City of Los Angeles to continue participation in the Community Law Enforcement and Recovery (CLEAR) Program, a multi-agency gang intervention demonstration project. The Agreement covers the period of September 1, 2003, through August 31, 2004, and will allow the release of $1,536,549 in grant funding from the Department of Justice, Bureau of Justice Assistance, via the City of Los Angeles, to the County ($355,965 to the Sheriff's Department; $596,100 to the District Attorney's Office; and $584,484 to the Probation Department).

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 each to execute the terms of the Agreement, including any extensions, modifications, amendments, and augmentations thereto, when necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1996, the Office of Community Oriented Policing Services (COPS), United States Department of Justice, awarded the City of Los Angeles a COPS Anti-Gang Initiative grant in the amount of $1 million to implement the CLEAR Program, a joint effort by the City and the County to address "Avenues" gang activity in northeast Los Angeles and the First Supervisorial District.

Your Board subsequently approved the County Departments' (Sheriff, District Attorney, and Probation) participation in the CLEAR Program and the sharing of federal CLEAR Program funding as prescribed by a Memorandum of Understanding, between the City and the County.

In Fiscal Year 1997-98, CLEAR funding became available under AB 853 (Hertzberg), Chapter 506, Statute of 1997 allowing this effort to continue and be expanded to two additional gang areas within the Foothill and Pacific Areas.

AB 853 authorized the City and County to continue the CLEAR Program through the establishment and operation of a CLEAR Demonstration Project. The legislation designated the City as the recipient of CLEAR Demonstration Project State funding in the amount of $1.2 million of which $611,000 was allocated to the County Departments (Sheriff, District Attorney, and Probation) pursuant to a Joint Powers Agreement between the City and the County.

In Fiscal Year 1998-99 the State legislature included funding in the State Budget to continue CLEAR with similar provisions as AB 853. Additional pass through funding from the U.S. Department of Justice was also identified and obtained. Funding was allocated to the three (3) County Departments through the City of Los Angeles. An amendment to the Memorandum of Agreement was executed to extend the term until March 31, 2001.

On October 30, 2001, your Board approved the Agreement (term: July 1, 2000, to February 28, 2002) and authorized the Sheriff's Department, District Attorney's Office, and Probation Department to execute its terms and conditions, on behalf of the County.

On May 20, 2003, your Board approved the Agreement (term: July 1, 2002, to June 30, 2003) and authorized the Sheriff's Department, District Attorney's Office, and Probation Department to execute its terms and conditions, on behalf of the County.

Consistent with your Board's previous approvals concerning the CLEAR Program, your Board is requested to approve the Agreement and authorize the Sheriff's Department, District Attorney's Office, and Probation Department to execute its terms and conditions, on behalf of the County. The City of Los Angeles approved the budget and Memorandum of Agreement on April 26, 2004. On May 5, 2004, the paperwork was received by the Sheriff's Department, on behalf of the participating County Departments, for necessary action.

The CLEAR Program specifically requires the Departments of the 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 problems. The legislation also requires that this collaborative effort be formalized in a Memorandum of Agreement as a prerequisite to the release of CLEAR Demonstration Project 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 Department of Justice, Bureau of Justice Assistance, specified funding totaling $1,536,549 to the County and allocated it as follows: $355,965 to the Sheriff's Department; $596,100 to the District Attorney's Office; and $584,484 to the Probation Department.

The Sheriff's portion is designated for salaries and employee benefits for one (1) Lieutenant position, one (1) Gang Investigator, and one (1) Data Systems Analyst. The District Attorney's portion is designated for salaries and employee benefits for three (3) Deputy District Attorney IV positions and three (3) Deputy District Attorney III positions. The Probation Department's portion is designated for salaries and employee benefits for six (6) Deputy Probation Officer positions and two (2) Intermediate Typist Clerk positions. These positions for each respective County Department are existent and do not indicate an increase in staffing.

The revenue has been included in each Department's respective budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In order to execute the CLEAR Program, a Memorandum of Agreement between the City of Los Angeles and the County of Los Angeles must be signed which outlines the purpose and terms of the Agreement for the continued implementation of the CLEAR Program. County Counsel has approved the Memorandum of Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

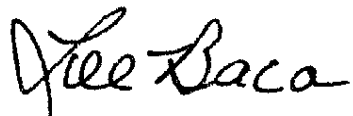
The contents contained in this letter have been reviewed and approved by the District Attorney's Office and the Probation Department. The Department of the Public Defender has indicated that since the acceptance of this funding does not increase staffing over the previous year's program, there is no additional impact on the services of the Public Defender.

CONCLUSION

Upon the Board's approval, the Sheriff's Department's Grants Unit needs to obtain eight (8) individually certified copies of the Board-adopted letter.

The Sheriff's Department's contacts for the requested Board action are:
Karen Anderson, Grants Manager, at (323) 526-5408, or Michelle Day, Grants Coordinator, at (323) 526-5212.

Sincerely,



LEROY D. BACA
SHERIFF

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
THE COUNTY OF LOS ANGELES

This Memorandum of Agreement 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."

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 April 20, 2004, the Council of the City accepted FY2003-04 funding from the Bureau of Justice Assistance, for the development and implementation of the **Community Law Enforcement and Recovery (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;

WHEREAS, the City has designated the Criminal Justice Planning Office of the City ("CJPO") to provide for proper monitoring of the funding and administration of the **CLEAR Program**;

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

1.0 Purpose

The purpose of this Agreement shall be for the Los Angeles County District Attorney's Office, Probation Department and Sheriff's Department to participate in the coordination, development and implementation of the CLEAR Program as described in Exhibit A. In addition the L.A. County District Attorney's Office will fulfill the role of Chairperson of the CLEAR Executive Steering Committee and Coordinator through the provision of funds by the City and the provision of services by the County.

2.0 Term of Agreement

The term of this Agreement shall commence upon September 1, 2003 and shall expire on August 31, 2004, unless sooner terminated or extended, in whole or in part, as herein provided.

3.0 County Obligations

3.1 The County Sheriff's Department, District Attorney's Office and Probation Department, respectively, shall designate staff as described in Exhibit A and participate in the coordination, development and implementation of CLEAR.

3.2 The respective County Departments (Sheriff's, District Attorney's Office and Probation) shall fully complete and timely deliver, pursuant to standards, requirements, and schedules either presently incorporated in or to be developed hereunder, all services, and other work as required under Exhibit A and elsewhere hereunder.

3.3 The County shall provide on behalf of the City the administration and supervision of City funds in a manner consistent with the terms of this Agreement.

3.4 The County agrees that City funds received pursuant to this Agreement shall not be used for any purpose other than that set forth in this Agreement.

3.5 By the tenth day of the month following the termination of each quarter, the County shall submit quarterly project status reports to the City, including at minimum the following information and any additional information required by the State or the DOJ:

- A summary of the project's status, accomplishments during the current reporting period and tasks/deliverables completed during the current reporting period;
- A description of outstanding issues, including how the issue is being addressed and expected date of resolution;
- Planned work for the next reporting period.

4.0 Payment Terms

4.1 The Contract Sum, including all applicable taxes, authorized by the City hereunder shall not exceed a total of **$1,536,549** (funding from the Bureau of Justice Assistance), of which $355,965 is for the Sheriff's Department, $596,100 is for the District Attorney, and $584,484 is for the Probation Department, which shall be the total monetary amount payable by the City to the County for participating in and supplying all the services, and other work for the coordination, development, and implementation of the **CLEAR** Program, as specified under this Agreement.

4.2 The City's payments to the County shall be made subsequent to itemized invoices, reflecting costs as specified in Exhibit B.

4.3 Payment shall be made monthly, in arrears, within thirty days of approval of invoices, as delineated in subparagraph 5.0-5.4, subject to the auditing requirements of the City Controller.

5.0 Invoices and Payments

5.1 The County shall invoice the City only for services and other costs required hereunder and approved pursuant to Exhibits A and B.

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

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

5.3 Each invoice submitted by the County shall indicate:

A. The services for which payment is claimed.

B. The date of written approval services, or other work.

5.4 All invoices submitted by CONTRACTOR for payment must receive the written approval of the City prior to any payment thereon. Approval for payment will be given promptly for accepted work, and, in the absence of irregularities, payment should be made no later than 30 days following the City's receipt of invoice.

6.0 Administration of Agreement

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

For the City:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City Hall, Room M175
200 North Spring Street
Los Angeles, California 90012

For the County:

Steve Cooley (District Attorney); Lee Baca (Sheriff); and Richard Shumsky (Probation Director).

6.2 The County's Project Directors from each Department for this Agreement shall be the following persons or his/her designee:

Nancy Lidamore, Head Deputy
Hardcore Gang Division
Los Angeles County District Attorney's Office

Captain Peter Amico, Director
Safe Streets Bureau
Los Angeles County Sheriff's Department

Richard Sainz, Director
Los Angeles County Probation Department

The County's Project Director for each entity shall be responsible for the County's day-to-day activities related to this Agreement and for reporting to City in the manner set forth in subparagraph 3.5.

6.3 The City's Project Coordinator for this Agreement shall be the following person or his designee:

Joseph G. Jackson
Criminal Justice Planning Office
Office of the Mayor
City of Los Angeles

City's Project Coordinator shall be responsible for ensuring that the objectives of this Agreement are met and shall interface with County's Project Directors on a regular basis. City's Project Coordinator shall have the right at all times to inspect any and all deliverables, services or other work provided by or on behalf of County.

6.4 Either Party shall notify the other, in writing, of any change in the name or address of its Representative, Project Director or Project Coordinator.

7.0 Changes Notices and Amendments

7.1 Either Party may initiate a change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this paragraph 7.0.

7.2 For any change, which does not affect the scope of work, period of performance, Contract Sum, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the Parties' respective representative.

7.3 Except as elsewhere specified in this Agreement, for any change that affects the scope of

work, period of performance, Contract Sum, or any condition or obligation of this Agreement, a negotiated Amendment to this Agreement shall be prepared for execution by the Council of the City and the County's Board of Supervisors.

7.4 Notwithstanding any other provision of this Paragraph 7.0, to the extent that extensions of time for performance do not impact either the scope of work or Contract Sum of this Agreement, the Parties' respective representatives may, in their sole discretion, authorize extensions of time by Change Notice, but Change Notices may not, in aggregate, extend the Term of this Agreement by more than one hundred and eighty days.

8.0 Monitoring and Evaluation

The City shall have the right to conduct regular monitoring of the services performed and deliverables provided by the County pursuant to the Agreement in order to verify County's activities and progress toward the completion of its obligations under the Agreement.

9.0 Entire Agreement

This document, together with the attached exhibit hereto, constitutes the complete and exclusive Agreement between the parties. This Agreement incorporates and supersedes all previous agreements, written and oral, and all communications between the parties, regarding this subject. No change hereto shall be valid unless in the form of a signed writing prepared and approved pursuant to paragraph 7.0 (Change Notices and Amendments).

10.0 Subcontracting

10.1 Except as specifically provided herein, no performance of this Agreement may be assigned or subcontracted by the County without the express written consent of the City. Any attempt by the County to do so shall be null and void and shall constitute a breach of this Agreement. Such consent must be obtained prior to execution of any subcontract or assignment.

10.2 Whenever, the County is authorized to subcontract or assign, all the terms and conditions and such other requirements applicable to the County in the conduct of the project shall be included in each subcontract or assignment, as directed by the City.

11.0 Indemnification

Each party agrees to indemnify, defend and hold harmless the other party, its Special Districts, and its elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to the indemnifying party and its subcontractors operations and services, which result from bodily and/or personal injury, death, or property damage (including physical damage to indemnifying party and its subcontractors property or property in the care, custody, or control of indemnifying party and its subcontractors).

12.0 Records and Audits

12.1 The County shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

12.2 The City and the County funds shall be separately maintained for purposes of Project banking and accounting. Accounting records must show receipt of funds and expenditures by source (e.g., City or County) to ensure all City income and expenditures are separately identifiable from non-City funds and non-City expenditures. All accounting records and supporting documentation must maintain a clear audit trail.

12.3 The County shall make available to the City, and their authorized representatives, for purposes of inspection and audit, any and all of its books, papers, documents, financial and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement.

13.0 Independent Capacity

Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

14.0 Termination

14.1 This Agreement may be terminated at any time by either Party upon giving thirty (30) days notice in writing to the other party. In the event of termination by the City under this subparagraph 14.1, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed to the date of County's receipt of notice of termination to the extent City funds are available.

14.2 Notwithstanding, the City may terminate this Agreement immediately upon the termination, suspension, discontinuation or substantial reduction in City funding for the Agreement activity. In the event of termination under this subparagraph 14.2, the County shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed prior to the date of said termination to the extent City funds are available.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the County Sheriff, District Attorney, and Chief Probation Officer, respectively, and the Council of the City of Los Angeles has caused this Agreement to be subscribed by its duly authorized officers, the date(s) being written thereafter.

COUNTY OF LOS ANGELES

By _____
Steve Cooley
District Attorney

Date: JUN 07 2004, 2004

By _____

Lee Baca
Sheriff

Date: _____, 2004

By _____

Richard Shumsky
Chief Probation Officer

Date: _____, 2004

APPROVED AS TO FORM:

County Counsel

By _____
Sr. Deputy County Counsel

Date: June 14, 2004

CITY OF LOS ANGELES
a municipal corporation

By _____
James K. Hahn
Mayor

Date: _____, 2004

ATTEST
J. MICHAEL CAREY, Los Angeles City Clerk

By: _____
Deputy City Clerk

Date: _____, 2004

ROCKARD J. DELGADILLO
City Attorney

By _____
Assistant City Attorney

Date: _____, 2004

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants Exceeding $100,000

Department: Los Angeles County Sheriff's Department

Grant Project Title and Description

The Community Law Enforcement and Recovery (CLEAR) Program specifically requires the Departments of the Sheriff, District Attorney, and Probation, Los Angeles Police Department, and City Attorney's Office to work together to provide a flexible and coordinated response to crime perpetrated by criminal street gangs by addressing each community's gang problems and identifying the gangs associated with each community. The legislation also requires that this collaborative effort be formalized in a Memorandum of Agreement as a prerequisite to the release of CLEAR Demonstration Project funding.

Funding Agency	Program (Fed. Grant # /State Bill or Code #)	Grant Acceptance Deadline
State of California via the City of Los Angeles	Penal Code 14000	N/A

Total Amount of Grant Funding: $355,965 **County Match Requirments:** $0

Grant Period: 09/01/03 - 08/31/04 **Begin Date:** 09/01/03 **End Date:** 08/31/04

Number of Personnel Hired Under This Grant: 3 **Full Time:** 3 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes X No ___

Will all personnel hired for this program be placed on temporary ("N") items? Yes ___ No X

Is the County obligated to continue this program after the grant expires? Yes ___ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ___ No X

b). Identify other revenue sources Yes ___ No X

(Describe)_____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No ___

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: N/A

Department Head Signature Lee Baca **Date** 6/30/04

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding $100,000

Department: District Attorney

Grant Project Title and Description

The CLEAR Program specifically requires the Departments of the 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 addressing each community's gang problems and identifying the gangs associated with each community. The legislation also requires that this collaborative effort be formalized in a Joint Powers Agreement as a prerequisite to the release of CLEAR Demonstration Project funding.

Funding Agency	Program (Fed. Grant # /State Bill or Code #)	Grant Acceptance Deadline
City of Los Angeles	Penal Code 14000	N/A

Total Amount of Grant Funding: $596,100 **County Match:** $0
Grant Period: **FY2003-2004** **Begin Date:** September 1, 2003 **End Date:** **August 31, 2004**
Number of Personnel Hired Under This Grant: 6 **Full Time:** 6 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ✓ No__

Will all personnel hired for this program be placed on temporary ("N") items? Yes ✓ No

Is the County obligated to continue this program after the grant expires? Yes __ No ✓

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes __ No __

b). Identify other revenue sources Yes __ No __
(Describe)_____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ✓ No __

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature S. L. C. **Date** 6/07/04

Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding $100,000

Department: PROBATION

Grant Project Title and Description

The Community Law Enforcement and Recovery (CLEAR) Program specifically requires the Departments of the Sheriff, District Attorney, and Probation, Los Angeles Police Department, and City Attorney's Office to work together to provide a flexible and coordinated response to crime perpetrated by criminal street gangs by addressing each community's gang problems and identifying the gangs associated with each community. The legislation also requires that this collaborative effort be formalized in a Memorandum of Agreement as a prerequisite to the release of CLEAR Demonstration Project funding.

Funding Agency	Program (Fed. Grant # /State Bill or Code #)	Grant Acceptance Deadline
Bureau of Justice Assistance via the City of Los Angeles	Penal Code 14000	N/A

Total Amount of Grant Funding: $584,484 **County Match Requirments:** $0
Grant Period: 09/01/03 - 08/31/04 **Begin Date:** 09/01/03 **End Date:** 08/31/04
Number of Personnel Hired Under This Grant: 8 **Full Time:** 8 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes X No ___

Will all personnel hired for this program be placed on temporary ("N") items? Yes ___ No X

Is the County obligated to continue this program after the grant expires? Yes ___ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ___ No X

b). Identify other revenue sources Yes ___ No X

(Describe)_____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No ___

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above: N/A

Department Head Signature R. Thomas **Date** 6/22/04