STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

65 JUNE 9, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

June 9, 2009

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

Dear Supervisors:

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

SUBJECT

The District Attorney is requesting approval to enter into an agreement with the City of Bellflower (City) in the amount not to exceed $198,066 for the period of July 1, 2009 through June 30, 2010, to continue the Strategies Against Gang Environments (SAGE) Program. This program provides services to reduce gang violence through the use of various legal and law-enforcement actions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to sign and execute an agreement with the City for the SAGE Program. The City will fully offset program costs estimated at $198,066 for the period of July 1, 2009 through June 30, 2010.

2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the SAGE Program, and to execute and approve up to two one-year extensions to the Agreement, including amendments and augmentations to any program goals or objectives, or budget revisions to the program subject to the payment term limitations in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SAGE Program abates street gang violence and narcotics-related activities by utilizing criminal nuisance abatement, corridor enrichment, anti-prostitution, and mobile home park inspection programs, forfeiture proceedings, informal interventions, technical assistance to Sheriff's personnel, and other strategies deemed appropriate by the District Attorney (DA) and the City.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services; Strategic Plan Goal 2, Children, Family, and Well-being, to enrich lives through integrated, cost-effective, and client-centered supportive services; and, Strategic Plan Goal 5, Public Safety, to ensure that the committed efforts of the public safety partners continue to maintain and improve the safety and security of the people of Los Angeles County.

FISCAL IMPACT/FINANCING

Funding for this program was included in the budget for Fiscal Year 2009-10. The estimated cost of the program is $198,066 for the period covering July 1, 2009 through June 30, 2010, which will be fully offset by the City.

To the extent that this Agreement is extended, the annual cost in each subsequent year shall be based on the actual compensation level of the DDA assigned to the program.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Agreement will provide the services of one Deputy District Attorney (DDA) to the City for this purpose. All services provided shall be consistent with the laws of the State of California, Los Angeles County, the City of Bellflower and all guidelines of the DA's Office. The DDA assigned to this program works closely with the Los Angeles County Sheriff Department's Special Assignment Officers, Juvenile Probation Officers, Adult Probation Officers, Parole Agents, Public Safety Officers, and School Officials. Efforts have been concentrated on case tracking, gang tracking, juvenile intervention/truancy and criminal nuisance abatement.

The DDA tracks cases that are indicative of gang activity or may presage larger more violent crimes and works with the handling DDA to determine the appropriate disposition or imposition of a probation condition.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION:

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter to Ms. Myrna F. Tanalega, Grants Section, County of Los Angeles District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Tanalega at (213) 202-7683 or via email at mtanalega@da.lacounty.gov.

Very truly yours,

STEVE COOLEY
District Attorney

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Enclosure

c: Chief Executive Officer
County Counsel

AGREEMENT BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

THE CITY OF BELLFLOWER FOR THE

STRATEGIES AGAINST GANG ENVIRONMENTS (SAGE) PROGRAM

This Agreement is made and entered into this _____ day of _____, 200_, by and between the County of Los Angeles, a political subdivision of the State of California (COUNTY), and the City of Bellflower (CITY), a general law city, under the laws of the State of California and both of whom are collectively referred to as the PARTIES.

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

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

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

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

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

1.0 **PURPOSE**

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

2.0 **TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2009 and continue through June 30, 2010, unless sooner terminated as provided herein. Upon mutual agreement of both PARTIES, this Agreement may be extended for up to two additional one-year periods.

3.0 **COUNTY OBLIGATIONS**

COUNTY shall provide, on behalf of CITY, the services of one DDA from the Community Prosecution Division, on a full-time basis, to pursue appropriate criminal sanctions against targeted offenders, criminal nuisance abatement actions and advise and work with the Bellflower Public Safety Office and other

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

3.1 The tracking of criminal cases and creation of profiles, as allowed by law, of the most problematic gang and/or tagger youths in the CITY in an effort to provide prosecutors, probation officers, parole agents, school officials, judges and other pertinent personnel with current and accurate information that is relevant to the determination of suitable terms of punishment and/or supervised probation; and

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

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

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

4.0 **CITY OBLIGATION**

The CITY shall provide the office space for one deputy district attorney assigned to perform the services of this Agreement.

5.0 **PAYMENT TERMS**

The contract sum, payable by CITY to COUNTY will not exceed $198,066 for the period covering July 1, 2009 through June 30, 2010. Actual costs for salary and employee benefits is payable by the CITY to the COUNTY for the services referenced in 3.0 of this Agreement for the implementation of the SAGE Program.

Annual cost in each subsequent year shall be limited to the actual salary and employee benefits of the assigned deputy, including any increases approved by the COUNTY for the assigned DDA.

6.0 **MUTUAL INDEMNIFICATION**

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

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

7.0 **VALIDITY**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

8.0 **WAIVER**

No waiver of any breach of this Agreement by either party shall constitute a waiver of any breach of this Agreement including a subsequent breach of the same provision.

9.0 **GOVERNING LAWS**

This Agreement shall be interpreted according to the laws of the State of California.

10.0 **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

11.0 **PURCHASING RECYCLED-CONTENT BOND PAPER**

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at County landfills, CITY agrees to use recycled content bond paper to the maximum extent possible on the project.

12.0 **CITY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CITY acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CITY understands that it is the COUNTY'S policy to encourage all County affiliates to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position

of CITY'S place of business. The County's Department of Children and Family Services will supply CITY with the poster to be used.

13.0 **ALTERATION OF TERMS**

This writing and any amendments thereto, constitute the entire agreement between the parties. This Agreement may not be altered or modified except by the express written consent of both the LADA and CITY. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which formally approved and executed by the parties.

14.0 **INVOICES AND PAYMENTS**

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

City of Bellflower
Joel Hockman, Public Safety Director
16600 Civic Center Drive
Bellflower, California 90706

14.2 Such payment will be made in accordance with the provisions as specified herein. COUNTY shall submit a monthly invoice to CITY within 30 calendar days after the end of the month in which services were provided. Invoices will charge actual costs for salary and employee benefits of the DDA. CITY shall pay each monthly invoice within sixty (60) days following the date of the invoice.

15.0 **TERMINATION**

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

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IN WITNESS WHEREOF, the COUNTY and the CITY enter into this Agreement for the Strategies Against Gang Environments to be signed by its duly authorized officers.

County of Los Angeles

By _____
Steve Cooley, District Attorney

City of Bellflower
a municipal corporation

By_____
Ray T. Smith, Mayor

Date:_____

Attest:
City Clerk

By _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By_____
City Attorney

Date:_____

APPROVED AS TO FORM BY
COUNTY COUNSEL:

ROBERT KALUNIAN

By _____
Deputy