LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF MANAGEMENT & BUDGET

STEVE COOLEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney
SHARON J. MATSUMOTO • Assistant District Attorney

LYNN VODDEN • Director

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

70 DECEMBER 15, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

December 15, 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:

AUTHORIZATION OF A ONE-YEAR AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY AND THE CITY OF LANCASTER FOR THE LANCASTER COMMUNITY PROSECUTION PROGRAM (LCPP) (5th DISTRICT) (4-VOTES)

SUBJECT

The District Attorney is requesting approval to enter into an Agreement with the City of Lancaster (City) in the amount not to exceed $198,066 for the period of January 1, 2010 through December 31, 2010, to continue the Lancaster Community Prosecution Program (LCPP). This program pursues appropriate criminal sanctions against targeted offenders, and criminal nuisance abatement actions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles (County), to sign and execute an Agreement with the City for the LCPP. The City will fully offset program costs estimated at $198,066 for the period of January 1, 2010 through December 31, 2010.

2. Authorize the District Attorney, or his designee, on behalf of the County, to serve as Project Director for the LCPP, and to execute and approve up to four one-year extensions to the Agreement, including amendments and augmentations to any program goals or objectives, or budget revisions to the program that do not affect the Net County Cost of the Agreement upon mutual agreement of the County and City.

201 North Figueroa Street
Suite 1300
Los Angeles, CA 90012
(213) 202-7777

3. Approve an Appropriation Adjustment to increase the District Attorney's salary and employee benefits budget in the amount of $11,000 for the LCPP. This amount represents the difference between the grant award of $198,066 and the $187,000 that was included in the District Attorney's FY 2009-10 Final Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LCPP will continue the proactive anti-crime measures which aim to address quality of life issues concerning narcotics, prostitution, gang activity, and parolees at large, and to demonstrate the effectiveness of community prosecution as a viable solution to these concerns. The Deputy District Attorney (DDA) assigned to the program will continue to provide technical assistance to Sheriff's personnel handling forfeiture proceedings, prosecutions, and other procedures 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 Adult 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

The estimated cost of the LCPP is $198,066 for the period covering January 1, 2010 through December 31, 2010, which will be fully offset by the City. The DA's FY 2009-10 Final Adopted Budget includes $187,000 for the LCPP. The $11,000 Appropriation Adjustment is the difference between the budgeted LCPP amount and the actual grant allocation. Approval of the budget adjustment will allocate additional appropriation for salary and employee benefits.

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

In light of the State budget situation, if funding for this Program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DDA assigned to this program pursues appropriate criminal sanctions against targeted offenders, and criminal nuisance abatement actions. The DDA interacts regularly with Los Angeles County Sheriff Department's deputies by responding to inquiries involving investigation strategies, required evidence for filing, search and seizures/search warrant issues, and preservation of evidence. The DDA prosecutes cases involving drug trade, murders, attempted murders, torture, assault on law enforcement not assigned to a special unit, gang assaults, robbery, burglaries, thefts, and many other cases; and provides technical assistance to Los Angeles County Sheriff's personnel, community leaders, other City officials, and members of the community in the development of a multifaceted strategy for improving public safety.

The DDA worked on 59 cases for vertical prosecution in the year 2008, and 46 cases during the period of January 1, 2009 to June 30, 2009.

The attached Agreement contains a mutual indemnification provision in order to satisfy the City and County requirements. The Chief Executive Office's (CEO) Risk Management Unit has approved the mutual indemnification provision and County Counsel has reviewed and approved the Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the DA 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.

Very truly yours,

S.L.C.

STEVE COOLEY
District Attorney

mft

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

PINK (1)

BA FORM 09/09

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 370

DEPARTMENT OF DISTRICT ATTORNEY'S OFFICE

November 25, 2009

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009-2010

4 - VOTES

SOURCES	USES
DISTRICT ATTORNEY A01-DA-92-9171-14030 LEGAL SERVICES- $11,000	DISTRICT ATTORNEY A01-DA-1000-14030 SALARIES & EMPLOYEE BENEFITS - $11,000

SOURCES TOTAL: $ 11,000

USES TOTAL: $ 11,000

JUSTIFICATION

This Budget Adjustment allocates the unbudgeted revenue from the City of Lancaster for the Lancaster Community Prosecution Program. The additional appropriation will provide sufficient funds needed to successfully implement the program.

AUTHORIZED SIGNATURE NORBERT RUIZ

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

#70 DEC 15 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- [ ] ACTION
- [x] RECOMMENDATION
- [x] APPROVED AS REQUESTED
- [ ] APPROVED AS REVISED

AUDITOR-CONTROLLER BY Barbara Harshaw

B.A. NO. 061 Dec. 2, 2009

CHIEF EXECUTIVE OFFICER BY [signature]

December 2 2009

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

AGREEMENT BY AND BETWEEN

THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE

AND

THE CITY OF LANCASTER FOR THE

LANCASTER COMMUNITY PROSECUTION PROGRAM (LCPP)

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

WHEREAS, the CITY is in need of a community prosecutor to implement a proactive anti-crime measure aimed at addressing quality of life issues concerning narcotics, prostitution, gang activity, and parolees at large, and to demonstrate the effectiveness of community prosecution as a viable solution to these concerns; and

WHEREAS, the COUNTY, through its Office of the District Attorney, with the CITY recognizes the need for a community prosecutor to implement anti-crime measures to mitigate quality of life issues raised by narcotics, prostitution, gang activity, and parolees at large; and

WHEREAS, central to the establishment of LCPP was the placement of a prosecutor, with specific training in community prosecution methodology; and

WHEREAS, the CITY with the help and guidance of the community prosecutor developed the following proactive anti-crime measures known as the Lancaster Community Appreciation Project (LAN-CAP) to achieve the goals of the LCPP:

a. Crime Free Rental Housing Program; an adaptation of a nation-wide program aimed at reducing the vulnerability of rental housing to criminal activity.

b. LAN-CAP Deputies; a specialized directed patrol unit of Los Angeles County Sheriff's deputies dedicated to suppression of crime in and around rental housing.

c. Nuisance Abatement By Seizure (NABS); the seizure and forfeiture of vehicles used in connection with nuisance crimes.

d. Crime Free Zone; the enforcement of "stay-away" conditions of probation and parole in designated high-crime areas; and

WHEREAS, the CITY desires to enter into an Agreement with the COUNTY to implement the LAN-CAP as part of the LCPP within the territorial boundaries of the City of Lancaster;

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) at the Antelope Valley Branch of the District Attorney's Office, to perform services, as mutually agreed upon by both PARTIES, to implement the LAN-CAP as part of the LCPP, including providing technical assistance to Sheriff's personnel handling forfeiture proceedings, prosecutions 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 January 1, 2010, ending December 31, 2010, unless sooner terminated as provided herein, and may be extended annually for up to four successive one-year terms upon the mutual agreement of the PARTIES.

3.0 COUNTY OBLIGATIONS

COUNTY shall provide, on behalf of CITY, the services of one DDA to pursue appropriate criminal sanctions against targeted offenders and criminal nuisance abatement actions and to advise and work with the Sheriff's personnel and other law enforcement officers, community leaders, CITY officials, and other members of the community, to assist the CITY in the implementation of LAN-CAP. COUNTY shall have sole discretion in personnel matters including the selection, tenure and transfer of the DDA assigned to the LCPP. Specific tasks to be performed shall be subject to the approval of the Head Deputy of the Antelope

Valley Branch. COUNTY shall have sole and independent prosecutorial discretion to determine which matters should be filed as criminal or civil cases, and to give objective and impartial consideration to each individual case, including pleas and sentencing options. The assigned DDA 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 LAN-CAP legal services. Subject to COUNTY's discretion, the specific activities shall include, but are not limited to:

3.1 The tracking of criminal and civil cases investigated pursuant to LCPP, as allowed by law;

3.2 The initiation of civil injunctive relief or forfeiture proceedings as allowed by law, including but not limited to, the abatement of public nuisances such as prostitution, illegal drug sales, gang activities and other conditions which have the tendency to lead to the commission of violent and serious criminal activity; and

3.3 The use of civil, quasi-criminal and criminal procedures as allowed by law in order to prosecute and punish offenders and reduce the incentives for criminal activities.

4.0 **PAYMENT TERMS**

The contract sum, payable by the CITY to the COUNTY will not exceed $198,066 for the twelve (12) month period of January 1, 2010 through December 31, 2010. Actual costs for salary, employee benefits, and bar dues for the

services referenced in 3.0 of this Agreement are for the implementation of the LCPP.

Annual cost in each subsequent year shall be limited to the actual salary, employee benefits, and bar dues of the assigned DDA.

4.1 COUNTY will bill the CITY quarterly for the services provided by COUNTY to the CITY for LAN-CAP.

4.2 Each quarterly payment by the CITY to COUNTY shall be due and payable upon receipt of the invoice for such quarter.

5.0 **MUTUAL INDEMNIFICATION**

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

5.2 The CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, agents and employees from liability, loss, damage, or expense for death, bodily injury to persons, injury to property, or any other expense arising from either, to the extent that such liability, loss, damage or expense is directly and proximately caused by the negligence or wrongful acts of the CITY in execution of

LAN-CAP as part of the LCPP activities and to pay on behalf of the COUNTY, any and all claims, damages, judgments, defense cost, adjuster fees and attorney fees directly resulting there from.

6.0 **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.

7.0 **WAIVER**

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

8.0 **GOVERNING LAWS**

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

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

10.0 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.

11.0 INVOICES AND PAYMENTS

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

City of Lancaster

Mark V. Bozigian, City Manager

44933 North Fern Avenue

Lancaster, California 93534-2461

11.2 Invoices shall be submitted on a quarterly basis and shall include a statement of actual costs of services provided.

11.3 Such payment will be made in accordance with the provisions as specified herein.

12.0 **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 Lancaster Community Prosecution Program to be signed by its duly authorized officers.

COUNTY OF LOS ANGELES

By: _____
STEVE COOLEY, District Attorney

Date: _____

CITY OF LANCASTER,

A municipal corporation

By: _____
MARK V. BOZIGIAN, City Manager

Date: _____

Attest:

City Clerk

By: _____
City Clerk

APPROVED AS TO FORM BY

ACTING COUNTY COUNSEL:

ROBERT KALUNIAN

By: _____
Jennifer Lehman

Principal Deputy County Counsel

APPROVED AS TO FORM BY:

By: _____

City Attorney