



ANTONIO R. VILLARAIGOSA
MAYOR

September 8, 2008

Honorable Members of the City Council
c/o City Clerk
Room 395, City Hall

RE: Notification of Application and Request for Authority to Accept Grant Award for FY 2008 Edward Byrne Memorial Justice Assistance Grant

Honorable Members:

Pursuant to Section 14.6 of the Los Angeles Administrative Code, the Mayor's Office of Homeland Security and Public Safety is notifying the City Council of the submission of a formula grant application for the Justice Assistance Grant Program FY 2008. The Department of Justice, Bureau of Justice Assistance issued a RFP for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2008 on June 4, 2008 and was submitted on July 8, 2008. On August 19, 2008, the City of Los Angeles received the award letter.

Transmitted herewith for consideration by the City Council is a request to accept grant funds and approve a joint spending plan with Los Angeles County for the Department of Justice (DOJ), Bureau of Justice Assistance (BJA) FY 08 Edward Byrne Memorial Justice Assistance Grant (JAG). The JAG is a formula grant that provides flexible funding to support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

JAG awards are disbursed by the grantor in the first fiscal year of the appropriation and may be expended over the following three years for a total of four years. The grant period is October 1, 2007 to September 30, 2011. The early start date is due to the grant being awarded at the beginning of the Federal government's fiscal year, which runs from October through September.

SEP 30 2008

Referred

~~SEP 16 2008~~

PUBLIC SAFETY

AD HOC COMMITTEE ON

BUDGET & FINANCE

200 NORTH SPRING STREET, LOS ANGELES, CALIFORNIA 90012

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EMAIL: MAYOR@LACITY.ORG



Formula allocations are awarded by the DOJ to states and then local jurisdictions based on Part I violent crime statistics. The FY 08 JAG provides the City and County of Los Angeles a direct allocation determined by population and Part 1 violent crime statistics and requires approval of a joint spending plan. Out of the total FY 08 JAG allocation of \$1,492,327, the proposed City/County joint spending plan allocates \$790,933 to the City and \$701,394 to the County. The FY 08 allocation is significantly lower than the FY 07 JAG allocation due to the federal budget deficit. There is supplemental appropriations bill that will go before the Senate in September 2008 that will attempt to restore \$490 million in funding for the JAG program. As the fiscal agent on this grant, the City is allowed up to ten percent of the total grant amount for administrative expenses. Based on the budget for this grant, the Mayor's office has budgeted to use approximately six percent (6%) of the total grant for administrative expenses.

CLEAR

The funds are being directed to the Community Law Enforcement and Recovery (CLEAR) program which is part of the Mayor's Gang Reduction Strategy that was introduced in April 2007. The primary purpose of CLEAR is to facilitate the recovery of gang-infested communities. This is accomplished by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration with City and County criminal justice agencies. The CLEAR Team includes the Los Angeles Police Department (LAPD), Los Angeles County Probation Department, Los Angeles City Attorney, Los Angeles County District Attorney, California Department of Corrections Parole, and the Los Angeles Mayor's Office.

The FY 08 JAG will support the CLEAR program in a total of five CLEAR program sites: Newton, Foothill, Northeast, Southeast-Jordan and Southwest. The FY 08 JAG will provide a continuity of funding at these sites upon conclusion of the FY 07 JAG grant. The FY 08 JAG will support the CLEAR program by providing the following personnel support: four Deputy City Attorney IIIs – Northeast, Newton and Southeast to be funded February 1, 2009 through June 30, 2009 and Southwest to be funded December 1, 2008 through March 31, 2009; five Deputy District Attorney IIIs – Northeast, Newton, Southeast, and Foothill to be funded March 1, 2009 through June 30, 2009 and Southwest to be funded December 1, 2008 through March 31, 2009; and five Deputy Probation Officer IIs – Northeast, Newton, Southeast, and Foothill to be funded March 1, 2009 through June 30, 2009 and Southwest to be funded December 1, 2008 through March 31, 2009. We are requesting to execute a PSA with the County of Los Angeles to pay for Deputy District Attorney and Deputy Probation positions.

In addition, the LAPD component of CLEAR places Detectives, Sergeants and Police Officers in each CLEAR site. It should be noted that all LAPD salaries for CLEAR are funded through the California State Supplemental Law Enforcement Service Fund (SLESF), a state block fund devoted to the reimbursement of law enforcement salaries.

As the continuation and expansion of the CLEAR program takes place in the City, new sources of funding are constantly being sought out and utilized. For example, the FY 06 JAG supported the start-up of a new site at Ramona Gardens-Hollenbeck. This site is now fully operational and is currently being funded by a California state block grant (Juvenile Accountability Block Grant). In addition, the FY 07 JAG is supporting the start-up a new CLEAR site at Rampart. Future CLEAR funding will be from a variety of sources, including local city general fund dollars and federal grants.

Intervention and Prevention Services

There are currently twelve (12) Gang Reduction and Youth Development (GRYD) Zones. Each target area brings a comprehensive and community-wide collaboration that builds upon existing City, county, state, and federal services. The approach involves multiple service providers from different levels of government, community and faith-based organizations. Plans for each GRYD Zone will provide necessary services including prevention, intervention, re-entry, and suppression (CLEAR).

Prevention and intervention services will be provided by community-based agencies to develop outreach teams and assist high-risk individuals with accessing jobs, education, literacy programs, safety, counseling, and providing individualized alternatives. The GRYD office has conducted needs assessments in the GRYD Zones and has selected agencies that can best meet the recommendations of the needs assessment. The prevention and intervention component of each GRYD Zone costs \$1,000,000, which includes \$500,000 for prevention and \$500,000 for intervention. In addition, the GRYD office has hired one program manager per site to monitor the program. JAG 08 will not provide the funds for prevention, intervention or re-entry services; instead, these programs will be supported by the City's General Fund and various federal and state grants.

Evaluation

Harder + Co (formerly Lodestar) has served as the independent evaluator of the CLEAR program since its inception in 1996, providing analysis, recommendations on program implementation and operations, and evaluating CLEAR's overall effectiveness in reducing gang-related crime. The most recent source of funding for the CLEAR evaluation was JAG 07, which covers the period from January 1, 2008 to December 31, 2008. As part of its commitment to the program, the CLEAR Executive Committee has elected to commit funds to ensure the ongoing data collection and evaluation of the program. As a result, the budget for JAG 08 includes \$90,000 to evaluate CLEAR over a 12-month period during 2009. The Mayor's Office of Homeland Security and Public Safety will go to RFP for this and undergo informal procurement process.

County Allocation

Based on the program requirements, the County of Los Angeles has elected to use its allocation to support the following programs: County CLEAR program in select regions (\$238,394), Probation Department Special Enforcement Unit (\$114,000), Strategies Against Gang Environments (\$159,000), and Abolish Chronic Truancy (\$190,000). The

Mayor's Office, as the administrative agent, is responsible for monitoring these programs and reports on their activities to the BJA.

Below is a summary of the approved budget:

Cost Category	Budget
CLEAR City Attorney (5 sites)	\$203,965
CLEAR District Attorney (5 sites)	\$231,400
CLEAR Probation (5 sites)	\$161,660
CLEAR Evaluation	\$90,000
Operating Costs-Mayor Salaries, Fringe Benefits, and Other	\$103,908
LA County Allocation	\$701,394
TOTAL AWARD	\$1,492,327

IT IS THEREFORE requested that the City Council:

1. **AUTHORIZE** the Mayor or his designee to accept the FY 08 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$1,492,327 for the period effective from October 1, 2007 through September 30, 2011;
2. **AUTHORIZE** the Mayor or his designee to negotiate and execute the Grant Award Agreement on behalf of the City and submit any other necessary agreements and documents relative to the grant award, subject to the approval of the City Attorney as to form and legality;
3. **APPROVE** the FY 2008 Justice Assistance Grant (JAG) budget and authorize the Mayor's Office of Homeland Security and Public Safety to expend the grant in accordance with the approved budget;
4. **APPROVE** a Memorandum of Understanding between the City of Los Angeles and the County of Los Angeles for the 2008 Edward Byrne Memorial Justice Assistance Grant for the period of October 1, 2007 through September 30, 2011, for a total not to exceed \$701,394 and authorize the Mayor, or designee, to execute the Memorandum of Understanding, subject to the approval of the City Attorney as to form and legality;
5. **AUTHORIZE** the Mayor, or designee, to execute a Professional Services Agreement with a consultant to provide data collection and program evaluation for the CLEAR Program, for a cumulative total not to exceed \$90,000, for the period of February 1, 2009 through January 31, 2010, subject to the approval of the City Attorney as to form and legality.
6. **APPROVE** the Professional Services Agreement between the City of Los Angeles and the County of Los Angeles for the CLEAR Program for the period

of July 1, 2008 through January 31, 2010, for a total not to exceed \$393,060, upon submission of invoices and approval by the Mayor, or designee, of such invoices for JAG-related expenditures and authorize the Mayor, or designee, to execute the Agreement, subject to the approval of the City Attorney as to form and legality:

Account	Title	Amount
E933	CLEAR Contractual Services	
	County of Los Angeles:	
	District Attorney	\$231,400
	Probation Department	<u>\$161,660</u>
	TOTAL	\$393,060

7. AUTHORIZE the Controller to:

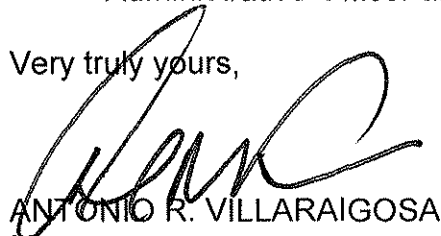
- a. **CREATE** an interest-bearing Fund, titled Justice Assistance Grant Fund, establish a receivable in this new Fund in the amount of \$1,492,327, and create new **Appropriation Accounts** within the new Fund XXX, Department 46 as follows:

Appropriation Number	Account Name	Amount
E112	City Attorney - Salaries	\$203,965
E931	Evaluation Consultant	\$90,000
E933	CLEAR Contractual Services	\$393,060
E935	County of Los Angeles JAG Allocation	\$701,394
E146	Operating Costs-Mayor Salaries	\$67,774.52
E299	Fringe Benefits	\$29,251.48
E937	Operating Costs-Other	\$6,882
	TOTAL	\$1,492,327

- b. **EXPEND** funds upon presentation of proper demands from the Office of the Mayor.
- c. **TRANSFER** cash from the JAG 08, Fund No. XXX, Department 46, Account E112 to Fund 100, Department 12, Account 1010 to reimburse the General Fund in an amount up to \$203,965, upon presentation of proper documentation from the City Attorney and approval from the Mayor's Office of such invoices for JAG-related expenditures.
- 8. INSTRUCT** the Controller to transfer up to \$67,774.52 from Fund XXX, Account No. E146 to the Mayor's General Fund No. 100, Department 46, Account No. 1020, for reimbursement of grant-funded personnel salaries;

9. **INSTRUCT** the Controller to transfer up to \$29,251.48 from Fund XXX, Account No. E299 to the Mayor's General Fund No. 100, Department 46, Revenue Source No. 4681, for reimbursement of grant-funded fringe benefits;
10. **AUTHORIZE** the Mayor, or designee, to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and authorize the Controller to implement the instructions.

Very truly yours,



ANTONIO R. VILLARAIGOSA
Mayor

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Attachments

**City of Los Angeles
Gang Reduction Zones and
Community Law Enforcement and Recovery (CLEAR) Program**

The primary purpose of *Los Angeles City/County 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.

CLEAR has had a verifiable impact on gang activity, and on the capacity to maintain that impact. Statistically significant decreases in gang crime have occurred in the current CLEAR target areas; community members have been meaningfully engaged in the process of community recovery and government agencies, both within and outside the criminal justice system, have created breakthrough ways to collaborate among themselves and with these communities. The significant infusion of outside resources, combined with local contributions, has been critical to the success of this outstanding model for reclaiming and restoring our gang entrenched communities. The City of Los Angeles dedicates **\$597,025** of the Justice Assistance Grant to continuing the CLEAR program at Foothill, Newton, Northeast, Southeast and Southwest.

II.

THE CLEAR PROGRAM STRUCTURE

Each CLEAR site includes an Operational Team made up of representatives from the Los Angeles Police Department (LAPD), 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, 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 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.

III.

CLEAR SITES

The CLEAR program within the City Of Los Angeles is located within the following LAPD divisions:

- LAPD Foothill Division- Pacoima Area
- LAPD Newton Division
- LAPD Northeast Division
- LAPD Southeast Division- Jordan Downs
- LAPD Southeast Division- Imperial Courts
- LAPD Hollenbeck -Boyle Heights Area
- LAPD Hollenbeck-Ramona Gardens Area
- LAPD Southwest Division- Baldwin Village Area
- LAPD Rampart Area-New
- LAPD 77th Division-Florence/Graham Area-New
- LAPD 77th Division (2)- New
- LAPD Southwest Division (2)- New
- LAPD Southeast Division (3)-New
- LAPD Mission Division- New

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 those reporting districts with the most gang activity in the CLEAR site area. Secondary target areas are comprised of those reporting districts with a high level gang activity, but at lower

levels than 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.

IV.

CLEAR COMMUNITY IMPACT TEAMS

CLEAR team members collaborate with residents from the neighborhoods through the creation of a Community Impact Team (CIT). The CIT's focus specifically on quality of life issues such as graffiti, litter and juvenile loitering. The CIT also facilitates a linkage between CLEAR's suppression efforts and other gang prevention and intervention programs. Residents on the CIT identify effective community organizations in their area and facilitate a relationship between those organizations and law enforcement agencies which partner to secure support from individuals and businesses within the community.

V.

CLEAR EXECUTIVE COMMITTEE

The CLEAR Executive Committee is made up of a representative from each core agency involved in CLEAR. The Executive Committee provides program policy, management and oversight for all of the CLEAR sites. The Executive Committee also reviews, evaluates and modifies strategies and ensures efficient deployment of resources within each of the CLEAR target areas. In addition, the Committee is responsible for program implementation within new sites and as well as monitoring the ongoing reduction of gang-related crime in recovered CLEAR target areas.

VI.

Goals and Objectives

The CLEAR program will conform to the Bureau of Justice Assistance Outcome Measures and Output Measures for the Justice Assistance Grant. Below are the measures and outputs for the 2008 Program:

Goal 2: Reduce the propagation of, membership in, and criminal activity of gangs.

Outcome Measure 2: Reduce the criminal activity of gangs

- **Output Measure 1:** Number of gang investigators

- How many gang investigations occurred?
- How many arrests resulted from these investigations?
- How many successful prosecutions resulted from these investigations?
- **Output Measure 2:** Number of specialized gang officers
 - How many officers received intensive training on gangs?
 - How many officers were solely dedicated to gang interdiction activities?
 - How many specialized gang units were in operation?
- **Output Measure 3:** Number of gang intelligence systems
 - How many gang intelligence systems were developed?

VII.

Project Implementation

The first months of the program year will be dedicated to incorporating the grant award and amending formal agreements with the partner agencies. The Operational Teams in the CLEAR sites will continue to implement the specific CLEAR strategy for the identified area and continue coordination of services as a Gang Reduction and Youth Development.

CLEAR serves as the suppression component of the Mayor's Gang Reduction Strategy, a comprehensive plan to coordinate services and infuse prevention, intervention, re-entry, and suppression services in gang-infested communities. The Executive Committee will continue to oversee and monitor CLEAR activities in the target areas (Foothill, Newton, Northeast, Southeast, and Southwest). Activities for the second quarter will include implementing the six-month strategies for the five (5) CLEAR Sites.

Third and fourth quarter activities will include ongoing CLEAR activities in all sites. Additionally, the Executive Committee meetings will monitor and oversee activities and coordination. CLEAR activities will be evaluated and based upon the initial findings strategies in all sites will be modified and expanded.

VIII.

Project Management

The Mayor's Office of Homeland Security and Public Safety will manage the City of Los Angeles Justice Assistance Grant Award Program. The Office has twenty years of experience in managing grant funds and is responsible for securing and administering the City's State and Federal public safety and criminal justice grants. The annual budget for the Office is 160 million dollars.

All of these funds require programmatic and fiscal audits and the City has a demonstrated history of grant award compliance.

Justice Assistance Grant Award FY 2008

City of Los Angeles

CLEAR Program:

*Foothill, Newton, Northeast,
Southeast, and Southwest*

Budget Narrative

A. Personnel Services: List each position by title. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Los Angeles City Attorney

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 in four of the CLEAR sites (Newton, Northeast, Southwest & Southeast). With the partner agencies, the Office has made significant strides in combating gang violence in the City of Los Angeles.

The CLEAR sites will be staffed by four full time dedicated and experienced Deputy City Attorneys from the City Attorney Gang Unit. Each prosecutor 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. They will also attend and participate in community meetings and events related to CLEAR operations in the respective sites.

3 FTE Los Angeles Deputy City Attorney III X \$10,735 X 5 months = \$161,025

1 FTE Los Angeles Deputy City Attorney III X \$10,735 X 4 months = \$42,940

TOTAL PERSONNEL: \$203,965

F. Consultants/Contracts: Provide a description of the service to be provided by contract and an estimate of the cost.

County of Los Angeles

The overall goal of the County's Crime Reduction and Public Safety Improvement Initiative is to reduce crime and improve public safety. Personal and community safety is recognized as being one of our most basic needs. The County has been working in a cooperative effort with various justice and law enforcement

agencies to target street gangs with the use of search warrants, arrests, and the seizure of firearms and weapons.

Programs

Special Enforcement Unit (SEU) – Probation: \$114,000

Strategies Against Gang Environments (SAGE): \$159,000

Community Law Enforcement Recovery (CLEAR): \$238,394

Abolish Chronic Truancy (ACT): \$190,000

TOTAL COUNTY PROGRAMS \$701,394

Community Law Enforcement and Recovery (CLEAR) Program

Los Angeles District Attorney

The District Attorney's Office dedicates 5 FTE Deputy District Attorneys for the CLEAR sites (Foothill, Newton, Northeast, Southeast, and Southwest). The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. Each dedicated Attorney 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(s) 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 Attorneys 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 will also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

5 FTE Los Angeles County Deputy District Attorney III X \$11,570 X 4 months =
\$231,400

Probation Department

The Probation Department dedicates 5 FTE Deputy Probation Officers for the CLEAR sites (Foothill, Newton, Northeast, Southeast, and Southwest). The staff dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of CLEAR are the Deputy Probation Officer II (s). 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. Serve as liaison between the Probation Department and the Los Angeles Police 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.

5 FTE Los Angeles County Deputy Probation Officer II X \$8,083 X 4 months =
\$161,660

Evaluation Consultant

A consultant will be selected by an informal competitive bid process to provide evaluation services for the City of Los Angeles. The scope of work will include data analysis for all of the primary and secondary target areas. Quarterly reports are provided to the Executive Committee and data is used to address crime trends and deployment for each particular site. Additional support is provided for revisions and updates for the CLEAR operations manual and the ongoing evaluation of the Community Impact Teams.

10 CLEAR sites X \$9,000 x 12 months = \$90,000

TOTAL CONTRACTUAL SERVICES: \$1,184,454

G. Other Costs: Lists items by major type and the basis of the computation.

Community Events	\$800 X 3 events	\$2,400
Events for CLEAR conferences and other community meetings relating to CLEAR in the five CLEAR zones.		
Cell phone/Blackberry usage	\$124.50 x 12 months x 3 people	\$4,482

TOTAL OTHER: \$6,882

H. Indirect Costs: Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate.

Federally Approved Indirect Cost Rate = 47.57%

\$203,965 x 47.57% = \$97,026

The City of Los Angeles is requesting the allowed indirect cost amount be charged to this grant.

TOTAL INDIRECT COSTS: \$97,026

Justice Assistance Grant Award FY 08

City of Los Angeles: *CLEAR Program*

Foothill, Newton, Northeast, Southwest & Southeast

A. Personnel – List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Deputy City Attorney III	3 FTE X \$10,735 X 5 months	\$ 161,025
Deputy City Attorney III	1 FTE X \$10,735 X 4 months	\$ 42,940
TOTAL		\$203,965

B. Fringe Benefits – Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation
TOTAL \$0.00	

C. Travel – Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence).

Purpose of Travel	Location	Item	Computation	Cost
TOTAL				\$0.00

D. Equipment – List non-expendable items that are to be purchases. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. Expendable items should be included either in the "supplies" category or in the "Other" category. Rented or leased equipment costs should be listed in the "Contractual" category. In the budget narrative

explain how the equipment is necessary for the success of the project.

Item	Computation	Cost
TOTAL		\$ 0.00

E. Supplies – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$1,000, such as books, hand held tape recorders) and show the basis for computation. Supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
TOTAL		\$0.00

F. Consultants/Contracts

Consultant Fees: For each consultant enter the name, if know, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from BJA.

Name of Consultant	Service Provided	Computation	Cost
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Contracts: Provide a description of the service to be provided by contract and an estimate of the cost.

COUNTY OF LOS ANGELES:

Programs

- Special Enforcement Unit (SEU) – Probation: \$114,000
- Strategies Against Gang Environments (SAGE): \$159,000
- Community Law Enforcement Recovery (CLEAR): \$238,394
- Abolish Chronic Truancy (ACT): \$190,000

TOTAL COUNTY PROGRAMS \$701,394

COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR)

District Attorney' Office: The District Attorney's Office dedicates 5 FTE Deputy District Attorneys for the existing CLEAR sites (Foothill, Newton, Northeast, Southwest & Southeast). The Deputy District Attorneys are from the District Attorney's Hardcore Gang Division. Each dedicated Attorney 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(s) 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 Attorneys 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 Attorney will vigorously litigate felony probation violations that are filed on the targeted gang members. The Deputy District Attorney will also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

(5 FTE) Deputy District Attorney (Foothill, Newton, Northeast, Southeast, & Southwest)

5 FTE X \$11,570 X 4 months = \$231,400

TOTAL DISTRICT ATTORNEY SALARIES = \$231,400

Probation Department: The Probation Department dedicates 5 FTE Deputy probation Officers for the existing CLEAR sites (Foothill, Newton, Northeast, Southwest & Southeast). The staff dedicated to carrying out the Probation Department's participation in the coordination, development and implementation of CLEAR are the Deputy Probation Officer II (s). 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. Serve as liaison between the Probation Department and the Los Angeles Police 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.

(5 FTE) Deputy Probation Officer II (Foothill, Newton, Northeast, Southeast, & Southwest)

5 FTE X \$8,083 X 4 months = \$161,660

TOTAL PROBATION DEPARTMENT SALARIES = \$161,660

Evaluation Consultant

A consultant will be selected by a competitive bid process to provide evaluation services for the City of Los Angeles. The scope of work will include data analysis for all of the primary and secondary target areas. Quarterly reports are provided to the Mayor's Office and CLEAR Executive Committee and data is used to address crime trends and deployment for each particular site. Additional support is provided for revisions and updates for the CLEAR operations manual and the ongoing evaluation of the Community

Impact Teams.

10 CLEAR Sites X \$9,000 per site = \$90,000

TOTAL EVALUATION CONTRACT \$90,000

TOTAL \$1,184,454

G. Other Costs – List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
CLEAR conferences	3 conferences @ \$800 each	\$2,400
Staff blackberries/cell phone usage	\$124.50 x 12 months x 3 people	\$4,482
TOTAL		\$ 6,882

H. Indirect Costs –Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate.

<u>Description</u>	<u>Cost</u>
The Mayor's Office administers to Justice Assistance Award. The Office serves on the Executive Committee and monitors the Professional Services Agreement with the project evaluator. Additionally, the Office provides fiscal management and oversees the reporting to the Bureau of Justice Assistance.	
Federally Approved Indirect Cost Rate = 47.57%	
$\$203,965 \times 47.57\% = \$97,026$	
The City of Los Angeles is requesting a portion of the allowed indirect cost amount be charged to this grant.	
TOTAL INDIRECT COSTS: \$97,026	
<u>TOTAL</u>	<u>\$97,026</u>

CLEAR PROGRAM Budget Summary –Transfer the totals for each category to the spaces below. Compute the total project costs.

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	<u>\$203,965</u>
B. Fringe Benefits	<u>\$0</u>
C. Travel	<u>\$0</u>
D. Equipment	<u>\$0</u>
E. Supplies	<u>\$0</u>
F. Consultants/Contracts	<u>\$1,184,454</u>
G. Other Costs	<u>\$6,882</u>
H. Indirect Costs	<u>\$97,026</u>
<u>TOTAL PROJECT COSTS</u>	<u>\$1,492,327</u>
Total Request	<u>\$1,492,327</u>

**Bureau of Justice Assistance Congressionally Mandated Awards
2008 Justice Assistance Grant Budget Narrative**

County of Los Angeles

Crime Reduction and Public Safety Improvement Initiative

The County of Los Angeles has participated in BJA funded specialized crime reduction and public safety improvement programs since 1996, through the former Local Law Enforcement Block Grant (LLEBG) program. The County plans to continue on a similar path under the Edward Byrne Memorial Justice Assistance Grant (JAG) by preserving the programs previously funded under the LLEBG program.

Goals and Objectives:

The overall goal of the County's Crime Reduction and Public Safety Improvement Initiative is to reduce crime and improve public safety. Personal and community safety is recognized as being one of our most basic needs. The County has been working in a cooperative effort with various justice and law enforcement agencies to target street gangs with the use of search warrants, arrests, and the seizure of firearms and weapons. It is most important for perpetrators of violent gang crimes to be identified, arrested, prosecuted, and convicted in accordance with the law. This is done to protect the public from crime that can ruin the local economy, and have a negative impact on the quality of life for all persons.

Developing specific strategies that target and focus on vertical gang prosecution programs will suppress organized criminal gang behavior and control the impact of gangs on our community. Another component of the County's Initiative, is the management of probationers in order to prevent new crimes. The County's Probation Department administers a variety of services to heighten and promote public safety. County Probation Officers work in a collaborative manner with other law enforcement agencies to prevent and reduce criminal behavior by holding probationers accountable through case management, supervision, and monitoring. Public safety is enhanced when offenders are held accountable and redirected from delinquent and criminal behavior. Strategies to positively impact the behavior of probationers and at-risk youth through early intervention and suppression programs are a key element of Los Angeles County's Crime Reduction and Public Safety Improvement Initiative.

Law Enforcement Programs:

SAGE - Strategies Against Gang Environments

The SAGE program abates street gang violence and narcotic-related activities by utilizing civil injunctions and other procedures deemed appropriate by local law enforcement authorities. The program provides collaborative efforts among the Los Angeles County District Attorney, Los Angeles County Sheriff, and the City of Los Angeles Police Department to suppress gang activities in targeted areas.

The District Attorney's component of SAGE provides focused vertical prosecutions, tracks criminal proceedings of notorious gang members, and contributes expertise and local resources to facilitate the successful arrest and prosecution of gang members who commit serious and/or violent felonies. Assigned Deputy District Attorney staff assists in the coordination of probation and parole sweeps by providing guidance and training to local officers on legal search and seizure precedents applicable to the target group. The program also works to suppress and abate street gang activity, graffiti, vandalism, narcotics sales and use, and criminal nuisance properties and related problems that lead to the commission of violent and serious gang-related crimes.

CLEAR - Community Law Enforcement and Recovery

The CLEAR program is a collaboration of law enforcement agencies, public officials and community residents, all working together as a team to address the targeted community's problems with specific gangs. The CLEAR program co-locates core law enforcement agencies on one site. The team consists of members of the Los Angeles City Attorney, Los Angeles Police Department, Los Angeles County District Attorney, Los Angeles County Sheriff, and the Los Angeles County Probation Department. The CLEAR program is designed to prevent, suppress and reduce gang-related crime and provides a focused targeted approach to crime suppression. The most active and notorious gang members are targeted for intensive investigation and enforcement of the conditions of probation, prosecutors utilize vertical prosecution, and probation officers provide intensive supervision to discourage further criminal activity.

The District Attorney's component of CLEAR provides an assigned Deputy District Attorney to prioritize the vertical prosecution of crimes involving non-homicide violent and serious felonies. The assigned prosecutor will also provide legal guidance and assistance in gang cases which do not involve violent or serious felonies.

The Probation Department's component of CLEAR provides intensive supervision of targeted gang members and strict enforcement of conditions of probation.

As part of the CLEAR program team, the Sheriff' component involves enhanced visibility in the targeted areas to assist in the enforcement of conditions of probation and gang crime suppression.

Special Enforcement Unit - Probation

This Special Enforcement Unit teams the County Probation Department and the City of Los Angeles Police Department together to focus on gang suppression in targeted areas. Deputy Probation Officers provide intensive street level supervision for adult and juvenile probationers involved in gang activity. The SEU Deputy Probation Officers interact daily with gang suppression police officers to enforce conditions of probation. The SEU team maintains a high visibility in the community. SEU Deputy Probation Officers participate in joint probation compliance searches in response to certain

ongoing criminal investigations and conduct visits at probationer's homes, review conditions of probation and attempt to interact on a more positive basis with probationers and their families.

Prevention and Education Programs:

Abolish Chronic Truancy (ACT) – District Attorney

The goal of the ACT program is to prevent juvenile delinquency and future adult criminality by breaking the cycle of poor school attendance and returning truant children to the school room rather than the courtroom. ACT is a parental responsibility-based truancy reduction program that works directly with elementary schools to identify children with problem attendance. The ACT program assigns District Attorney Hearing Officers to elementary schools in the target school districts. The ACT Hearing Officers contact parents and provide supportive assistance to families in an effort to correct school attendance problems before juvenile court action becomes necessary. The Hearing Officers send letters to the parents of truant students to explain California's mandatory school attendance laws. Those who continue to violate attendance regulations are referred to the School Attendance Review Board (SARB) for intensive guidance and the coordination of community services for students with attendance and behavior problems. A contract between SARB and the students and parents is signed. The agreement and subsequent meetings are the last chance for parents to remedy their child's attendance problem and avoid prosecution.

DISTRICT ATTORNEY
BUDGET REQUEST

Program: Strategies Against Gang Environments (SAGE)

Bureau: Specialized Prosecution – Community Prosecution Division

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Attorney	\$159,000
Personnel Subtotal	\$159,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$159,000

DISTRICT ATTORNEY
BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Bureau: Specialized Prosecution – Community Prosecution Division

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Attorney	\$100,000
Personnel Subtotal	\$100,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$100,000

PROBATION
BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Probation Officer	\$81,000
Personnel Subtotal	\$81,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$81,000

SHERIFF
BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Sworn Officers	\$57,394
Personnel Subtotal	\$57,394
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$57,394

PROBATION
BUDGET REQUEST

Program: Special Enforcement Unit (SEU)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Probation Officer	\$114,000
Personnel Subtotal	\$114,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$114,000

DISTRICT ATTORNEY
BUDGET REQUEST

Program: Abolish Chronic Truancy (ACT)

Bureau: Specialized Prosecution – Community Prosecution Division

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Hearing Officers	\$190,000
Personnel Subtotal	\$190,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$190,000

MEMORANDUM OF UNDERSTANDING BETWEEN
COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
2008 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement ("Agreement") is made and entered into this ____ day of ____ 2008, by and between the COUNTY of Los Angeles, a subdivision of the State of California, acting by and through its governing body, Los Angeles County Board of Supervisors, ("COUNTY"), and the CITY of Los Angeles, acting by and through its governing body, the City Council, ("CITY"), both of Los Angeles County, State of California, witnessed:

WHEREAS, this Agreement is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County (refer to Board File dated); and

WHEREAS, this Agreement is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File _____ dated _____); and

WHEREAS, the State of California ("State") administers the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and

WHEREAS, the County and City have applied to the State for JAG funds; and

WHEREAS, the State requires a Memorandum of Understanding ("MOU") between the County and City prior to allocating JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to serve as the applicant/fiscal agent for the joint funds, and to provide the COUNTY with the amount of JAG funds approved by the State for the COUNTY justice programs; and

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this Agreement shall commence on October 1, 2007 and end September 30, 2011. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement of \$1,492,327 JAG funds to the City, the CITY agrees to pay COUNTY a total of \$701,394 within 30 days of the receipt of JAG funds. COUNTY agrees to use the JAG funds for Justice Programs referenced in Exhibit A until September 30, 2011.

Section 3.

Upon the disbursement of \$1,492,327 JAG funds to the City, City agrees to use a total of \$790,933.

Section 4.

Funding for all periods of this contract is subject to the continuing availability of federal funds for this program. The Agreement may be terminated immediately upon written notice to County of a loss or reduction of federal grant funds. Any change in the terms of this Agreement, including any increase or decrease in the amount of JAG funds awarded, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties.

Section 5.

Upon the disbursement of funds to the COUNTY, the COUNTY shall provide performance reports on an annual basis demonstrating progress in achieving desired goals and outcomes. The COUNTY shall provide these reports to the CITY on March 1 of each year of this grant period.

Section 6.

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. CITY also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this agreement warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the JAG funds. The County shall be liable to the City, as fiscal agent, for any sums spent under this grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this Agreement.

Section 8.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY or City other than claims for which liability may be imposed by the California Torts Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this Agreement.

Section 9.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein, further, this Agreement shall not create any rights in any party not a signatory hereto.

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IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Agreement between the COUNTY of Los Angeles and the CITY of Los Angeles to be executed on the ____ day of _____ 2008.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
WILLIAM T FUJIOKA
Chief Executive Officer

By: _____
JENNIFER LEHMAN
Senior Deputy County Counsel

Date: _____

Date: _____

CITY OF LOS ANGELES
ANTONIO R. VILLARAIGOSA, Mayor

Attach County Seal Here

By: _____

Date: _____

APPROVED AS TO FORM:
CITY OF LOS ANGELES
ROCKARD J. DELGADILLO, City Attorney

ATTEST:
KAREN E. KALFAYAN, City Clerk

By: _____
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Council File/CAO Number _____ Date _____

Said Agreement is Number _____ of City Contracts

EXHIBIT A
LOS ANGELES COUNTY
Budget

DISTRICT ATTORNEY
BUDGET REQUEST

Program: Strategies Against Gang Environments (SAGE)

Bureau: Specialized Prosecution – Community Prosecution Division

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Attorney	\$159,000
Personnel Subtotal	\$159,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$159,000

DISTRICT ATTORNEY
BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Bureau: Specialized Prosecution – Community Prosecution Division

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Attorney	\$100,000
Personnel Subtotal	\$100,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$100,000

PROBATION BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Probation Officer	\$81,000
Personnel Subtotal	\$81,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$81,000

SHERIFF BUDGET REQUEST

Program: Community Law Enforcement and Recovery (CLEAR)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Sworn Officers	\$57,394
Personnel Subtotal	\$57,394
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$57,394

PROBATION BUDGET REQUEST

Program: Special Enforcement Unit (SEU)

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Probation Officer	\$114,000
Personnel Subtotal	\$114,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$114,000

DISTRICT ATTORNEY
BUDGET REQUEST

Program: Abolish Chronic Truancy (ACT)

Bureau: Specialized Prosecution – Community Prosecution Division

Allocation Category	Allocated Amount
Personnel	
Hiring	
Other: Hearing Officers	\$190,000
Personnel Subtotal	\$190,000
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Total	\$190,000
Total Budget Request	\$701,394