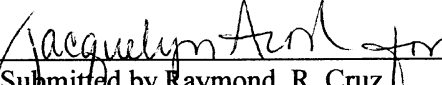





City of Carson Report to Mayor and City Council

June 7, 2011
New Business Consent

SUBJECT: CONSIDER APPROVAL OF AGREEMENT TO PROVIDE GANG ALTERNATIVE PREVENTION PROGRAM SERVICES BETWEEN THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT AND THE CITY OF CARSON FROM JULY 1, 2011 THROUGH JUNE 30, 2012


Submitted by Raymond R. Cruz
Public Services General Manager


Approved by Clifford W. Graves
Interim City Manager

I. SUMMARY

Since 1996, the city of Carson has continuously contracted with the County of Los Angeles Probation Department to provide Gang Alternative Prevention Program (GAPP) services. This program is currently funded via the Community Oriented Policing Grants (COPS) and continues to be a vital part of the city's commitment to provide exceptional law enforcement assistance throughout the community. The grants that have funded this program and the Gang Crime Suppression Program (GCSP) in the past are expiring, leaving the city with only enough prior year unused grant funds to pay for one probation officer for FY 2011/12. Staff is recommending that City Council only approve the annual agreement between the city and the County of Los Angeles Probation Department to continue the services of the GAPP Deputy Probation Officer (Exhibit No. 1) for the period of July 1, 2011 through June 30, 2012.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the agreement with the County of Los Angeles Probation Department to provide Gang Alternative Prevention Program (GAPP) services to the city of Carson, in the amount of \$68,000.00, from July 1, 2011 through June 30, 2012.
2. AUTHORIZE the Mayor to execute the GAPP services agreement for FY 2011/12, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT approve the agreement to provide Gang Alternative Prevention Program (GAPP) services and eliminate this service to the city of Carson.
2. TAKE any other action the Council deems appropriate.

IV. BACKGROUND

In past years, the city of Carson has contracted with the Los Angeles County Probation Department for the services of two Deputy Probation Officers (DPOs) to provide services through their respective programs. This year, based on the economic realities that the city faces, staff is recommending that this be reduced to one DPO. Since 1996, the city of Carson has contracted to provide these two half-time Deputy Probation Officers (DPOs) funded via the state and federal COPS Grants. The GCSP DPO has worked closely with the city COPS Teams to assist with probationary holds, search warrants and records checks. Additionally, the GCSP DPO supervised a caseload of 54 court-ordered probationers and made referrals to adults who were eligible for assistance. Based on the fact that there are only enough remaining grant funds available for one DPO, staff is recommending that the contract for the GCSP DPO not be renewed.

The GAPP DPO supervises a caseload of 75 court-ordered probationers and conducts crisis counseling in individual and group settings with referred juveniles and parents. The GAPP DPO works closely with the Youth Services Section to provide assistance with Teen Court, the Parent Project and other Youth Services activities. Both DPOs have continued to network with agencies in the city of Carson and the surrounding communities to develop resources to meet the needs of at-risk youth and adults. Through these services, the city of Carson has provided a valuable resource to enhance the safety and security of the community. Based on the fact that there are only enough remaining grant funds available for one DPO, staff is recommending that the contract for the GAPP DPO be renewed.

In the past, funding for GAPP and GCSP services has been appropriated via the Supplemental Law Enforcement Support Fund Grant (SLESF) and the Edward Byrne Memorial Justice Assistance Grant (JAG). The JAG grant has expired and the SLESF grant will expire in September of this year. It has been confirmed that no federal or state COPS grant monies are available for this upcoming fiscal year. However, there are enough remaining grant funds available to fund one DPO for FY 2011/12 only. Based on the city's current fiscal situation, staff is recommending that the contract for the GAPP program be approved and that the city no longer continue to contract for GCSP services.

V. FISCAL IMPACT

Funds for this program are included in the proposed FY 2011/12 State and Federal COPS grants budgets.

VI. EXHIBITS

1. Proposed GAPP service agreement. (pgs. 4-10)

Prepared by: Brent Gesch, Public Safety Administrative Analyst

TO: Rev032811

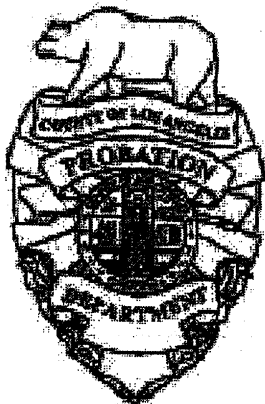
Reviewed by:

City Clerk	City Treasurer
Administrative Services <i>AG</i>	Development Services
Economic Development Services	Public Services

Action taken by City Council

Date _____ Action _____

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP) (GAPP)

CITY OF CARSON

JULY 1, 2011- JUNE 30, 2012

GAPP

WILLIAMS

EXHIBIT NO. 1



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**COUNTY OF LOS ANGELES
AND
CITY OF CARSON**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011 by and between the City of Carson, located at 701 Carson Street, Carson, California 90745, hereinafter referred to as "CITY", and the County of Los Angeles, hereinafter referred to as "COUNTY", both of whom are collectively referred to as the "PARTIES".

WHEREAS, CITY desires to provide probation prevention/ intervention services to assist in reducing incidents of truancy and other serious behavioral problems; and

WHEREAS, COUNTY Probation Department has statutory authority pursuant to Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area;

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, COUNTY desires to participate in a joint effort with the CITY;

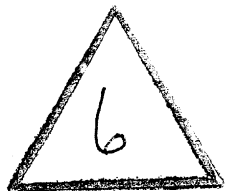
NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the PARTIES mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the City of Carson, the services of one (1) Deputy Probation Officer and support staff mutually agreed upon by both parties. This Deputy Probation Officer will provide specialized probation services for CITY. Probation services shall be provided by COUNTY through this Agreement and shall be consistent with the laws of the State of California and the guidelines of the City.

2. STATEMENT OF WORK

- A. COUNTY shall provide, on behalf of CITY, the services of one (1) Deputy Probation Officer and related support staff with caseload court-ordered juvenile probationers who are within the community of Carson, such caseloads to conform to the standards established for the Probation Department's Prevention and Intervention Program (PIP). These students will be mutually agreed upon by the Chief Probation Officer or his designee and the CITY. Further, the CITY will give input towards the evaluation conducted by the Deputy Probation Officer.



- B. CITY shall provide office space and telephone services within its boundaries for use by the assigned Deputy Probation Officer.
- C. In addition to the duties associated with caseload supervision, the assigned Deputy Probation Officer will:

Supervise a caseload of 75 court-ordered probationers; and

Conduct crisis counseling in individual and group settings with referred juveniles and parents.

3. **EMPLOYMENT STATUS**

The assigned Deputy Probation Officer is an employee of COUNTY and is entitled to wages and employee benefits appropriate to what is provided other County employees who are Deputy Probation Officers. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the Deputy Probation Officer as a Peace Officer.

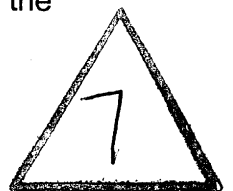
4. **PAYMENT**

CITY shall reimburse COUNTY for support services and 50% of the salary and employee benefits for one (1) Deputy Probation Officer II and support staff assigned by COUNTY to perform services according to Paragraph 2, STATEMENT OF WORK above. The billable amount is \$68,000 plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the 50% cost of services and staff being paid by CITY. CITY agrees that the DPO services provided may include 50% of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. CITY agrees that it is responsible for the entire billable amount of this agreement.

CITY shall reimburse COUNTY for 100% of the salary for a Deputy Probation Officer II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY with the agreement of the CITY whether the Deputy Probation Officer II works in excess of forty (40) hours per week. The current overtime rate is approximately \$53.96 per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from the Probation Department's Business Management Office, CITY shall reimburse COUNTY for the



billed amount. These invoices shall be provided to CITY within twenty (20) days following: September 30, 2011, December 31, 2011, March 31, 2012, and, June 30, 2012.

5. **INDEPENDENT CONTRACTOR**

This Agreement is by and between COUNTY and CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and CITY. The COUNTY'S relationship to the CITY in the performance of this Agreement is that of an independent contractor. The COUNTY'S personnel performing services under this Agreement shall at all times be under the COUNTY'S exclusive direction and control and shall be employees of the COUNTY and not employees of the CITY. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

6. **INDEMNIFICATION**

CITY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CITY'S acts and/or omissions arising from and/or relating to this Agreement.

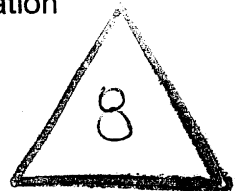
COUNTY shall indemnify, defend, and hold harmless CITY, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement.

7. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION**

COUNTY'S obligation for its 50% of salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify CITY in writing of such non-allocation at the earliest possible date.

8. **BUDGET REDUCTIONS**

In the event that County's Board of Supervisors adopts in any Fiscal Year a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation



correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to CITY regarding said reduction in obligation shall be provided within thirty (30) days of the Board's approval of such actions.

9. TERMINATION AND TERMINATION COSTS

In the event that CITY or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, CITY or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CITY or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement, which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with CITY, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with CITY within thirty (30) days of said termination.

10. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CITY, immediately terminate the right of the CITY to proceed under this agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the agreement or securing favorable treatment with respect to the amendment or extension of the agreement or making of any determinations with respect to the COUNTY'S performance pursuant to the agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CITY as it could pursue in the event of default by the CITY.

CITY shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. TERM

This Agreement shall be for a period of twelve (12) months commencing on July 1, 2011 and terminating on June 30, 2012.



The PARTIES by their duly authorized signatures, have caused this Agreement to become effective on the day, month and year first written above.

COUNTY OF LOS ANGELES

BY: _____
DONALD H. BLEVINS,
CHIEF PROBATION OFFICER

DATE

CITY OF CARSON

BY: _____

Typed or Printed Name

Title

Date


APPROVED AS TO FORM:

ATTEST:
City of Carson, California

ANDREA SHERIDAN ORDIN,
COUNTY COUNSEL

BY: _____
City Clerk

Typed or Printed Name

BY: 

Gordon W. Trask
Principal Deputy
County Counsel

APPROVAL AS TO FORM:

BY: _____

Title

Typed or Printed Name

