

MOU #640-07-138

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY PROBATION DEPARTMENT
AND
CITY OF LONG BEACH
FOR
THE LAW ENFORCEMENT PREVENTION/INTERVENTION PROGRAM
29478**

This Memorandum of Understanding (MOU) is made and entered into this 10 day of MARCH, 2008 between the Los Angeles County Probation Department (Probation) and the City of Long Beach Police Department (LBPD).

WHEREAS, in 2001 LBPD entered into a MOU with Probation to implement the Police Athletic League (PAL) Program for fiscal year 2001/2002 for funding from Probation for one year; and

WHEREAS, the MOU was amended to continue the PAL Program for subsequent fiscal years 2002/2003 and 2003/2004 with continued funding from Probation; and

WHEREAS, the MOU was amended to continue the PAL Program for a fourth fiscal year, 2004/2005, and to amend the MOU only as indicated below; and

WHEREAS, the MOU was amended to continue the PAL Program for a fifth fiscal year, 2005/2006, and to amend the MOU only as indicated below; and

WHEREAS, the parties now desire to continue the PAL Program for a sixth fiscal year, 2006/2007 with continued funding from Probation, and to amend the MOU only as indicated below; and

WHEREAS, the parties now desire to continue the PAL Program for a seventh fiscal year, 2007/2008 with continued funding from Probation;

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. Section I, Purpose, is amended to read as follows:

I. **PURPOSE**

This MOU is entered into between the Los Angeles County Probation Department (Probation) and the City of Long Beach Police Department (LBPD).

The purpose of this MOU is to continue the Law Enforcement Prevention/Intervention component of the Juvenile Justice Crime Prevention Act (JJCPA) through the Police Athletic League (PAL) Program, specifically targeting the high-risk Asian youth community of Long Beach in order to direct them away from the negative influences of gangs, drugs, and other delinquent behavior.

2. Section II, Term, is amended to read as follows:

II. TERM

The term of the MOU is for a sixth one-year period beginning July 1, 2007, and continuing through June 30, 2008. The MOU may be amended by mutual written consent of both parties.

This MOU may be terminated at any time, without cost, by either party upon giving at least thirty (30) days prior written notice thereof to the other. This MOU may be immediately terminated if funding becomes unavailable.

3. Section III, Funding, is amended to read as follows:

III. FUNDING

LBPD shall receive funds from Probation in an amount not to exceed \$40,000 for the PAL Program, as detailed in the Budget (Attachment A). Changes to the Budget require signed written approval by both parties.

4. Section IV, Probation Responsibilities, is amended to read as follows:

IV. PROBATION RESPONSIBILITIES

Probation agrees, as resources permit, to provide the following services:

- Referrals of minors; and
- Attendance at monthly meetings of the Juvenile Justice Crime Prevention Act (JJCPA) collaborative.

5. Section V, LBPB Responsibilities, is amended to read as follows:

V. LBPB RESPONSIBILITIES

LBPB agrees to provide the following services the efforts of officers and volunteers, for the Law Enforcement Prevention/Intervention Program through the PAL Program:

- Identify and interact with community leaders who, in turn, will provide information on lifestyles and programs that would benefit their community.
- Identify a neutral satellite location to bring members from the Asian community.
- Identify and target Asian youth gang members for services and monitoring.
- Initiate or enhance existing programs tailored to include the needs of new members.
- Train Youth Services Division detectives to refer target program youth.
- Conduct the Gang Resistance Education and Training (GREAT) program for youth who come to our attention.
- Use current PAL members as role models and mentors with the newly recruited youth.
- Collaborate with Probation and Housing at Carmelitos Public Housing.
- Collaborate with DARE and School Resource Officers (SRO's) to service at-risk youth.
- Identify high-risk high school youth and work with probation in monitoring their activity in the community.
- Attend monthly meetings of the partners in the JJCPA collaborative.
- Share appropriately critical information with all service partners, consistent with the provisions for Section VI, Confidentiality.

6. Section VII, Fiscal Provisions, is amended to read as follows:

VII. FISCAL PROVISIONS

Probation shall make payment to LBPDP for services rendered pursuant to this Agreement. Such payment shall be made from the JJCPA funds and is conditioned upon timely submission of the invoice and supporting documentation by the 25th of the following service month. Payment terms are as follows:

- LBPDP shall submit invoices monthly that comply with the JJCPA plan budget approved by the State and expanded upon in the attached Project Plan (Attachment B). Changes to the budget require signed written approval of both parties.
- Invoices with supporting documentation should be submitted by the 25th of the following service month to:

Greg McCovey, Project Manager
Probation Department
9150 East Imperial Highway
Downey, CA 90242
Phone: (562) 940-3541
Fax: (562) 803-3786
E-mail: greg_mccovey@probation.co.la.ca.us

- If an audit of the program covered in this Amendment identifies and disallows ineligible costs, LBPDP will reimburse Probation of the amount of the over-payment.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the day, month, and year first written above.

PROBATION DEPARTMENT

CITY OF LONG BEACH

Robert B. Taylor
ROBERT B. TAYLOR, CHIEF
PROBATION OFFICER

Patrick H. West ASSISTANT
PATRICK H. WEST
CITY MANAGER

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel

Raymond G. Fortner, Jr.

By: Gordon W. Trask
Gordon W. Trask
Principal Deputy

Date: Jan 3, 2008

APPROVED AS TO FORM.
March 10, 2008.
ROBERT E. SHANNON, City Attorney
By: Greg J. Anderson
DEPUTY CITY ATTORNEY

JUVENILE JUSTICE CRIME PREVENTION ACT

MONTHLY INVOICE

AGENCY: Long Beach Police Athletic League
 MONTH OF: July 2007 - June 2008

CONTRACT NO: _____
 CONTRACT AMOUNT: 40000

DIRECT EXPENDITURES

SALARIES AND EMPLOYEE BENEFITS:

EMPLOYEE NAME	PAYROLL TITLE	MONTHLY/HOURLY SALARY	FTE %	AMOUNT CLAIMED
Total Salaries				0
Employee Benefits @ %				0
Total Salaries & Emp Benefits				0

OPERATING COSTS:

DESCRIPTION OF COSTS	AMOUNT CLAIMED
Boxing: Tournament, safety equipment food, lodging, airfare	\$9,376.00
Karate: Tournament, safety equipment, food lodging, airfare, gas	\$3,600.00
Hockey: Tournament, safety equipment uniform, food, lodging, airfare	\$0.00
Computer & Software: computer and printer software	\$2,400.00
Jr Dragsters including tools, equipment vehicle parts, safety equipment	\$0.00
Open Recreational Activities/Field Trips Membership fee, golf, gym equipment, t-shirts, posters, flyers	\$18,605.00
Summer Programs	\$3,500.00
Salary for part-time helpers \$6.75 - \$11/hr	\$2,519.00
Total Direct Expenditures	40,000

INDIRECT EXPENDITURES

SALARIES AND EMPLOYEE BENEFITS:

EMPLOYEE NAME	PAYROLL TITLE	MONTHLY/HOURLY SALARY	FTE %	AMOUNT CLAIMED
Total Salaries				0
Employee Benefits @ %				0
Total Salaries & Emp Benefits				0

OTHER COSTS:

DESCRIPTION OF COSTS	AMOUNT CLAIMED	
Total Indirect Expenditures		0

TOTAL INVOICE	40,000
----------------------	---------------