

## 35290

### MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF THE LONG BEACH CITY PROSECUTOR ("CITY PROSECUTOR") AND DOWNTOWN LONG BEACH ALLIANCE ("DLBA") FOR NEIGHBORHOOD IMPACT PROSECUTOR PROGRAM IN DOWNTOWN LONG BEACH AREA

WHEREAS, the Long Beach City Prosecutor is the prosecuting agency authorized under State Law and City Charter to file and pursue criminal prosecution for all misdemeanor violations of state and local law arising within the City of Long Beach, California; and

WHEREAS, among the various programs and responsibilities of the City Prosecutor is the prosecution of petty theft, vandalism, drug possession, gang injunction violations, code enforcement, chronic truancy, and other so-called quality of life crimes, such as drinking in public, camping in parks, trespass, and disorderly conduct; and

WHEREAS, in addition to traditional criminal prosecution, the City Prosecutor's Office is engaged in diversionary and alternative sentencing programs designed to improve the lives of persons who become involved in the criminal justice system; and

WHEREAS, the DLBA is a nonprofit organization serving the tenants and commercial and residential property owners located in the Downtown Long Beach Business Improvement District; and

WHEREAS, the DLBA is dedicated to the management, marketing, security, maintenance, advocacy, improvement, and economic and community development of the various assessment districts in the downtown area in cooperation with the City of Long Beach and private sector stakeholders; and

WHEREAS, the City Prosecutor and DLBA wish to mutually cooperate and collaborate with each other in order to reduce blight, improve public safety, discuss potential solutions for problems associated with illegal street behavior, loitering, and petty crimes in the downtown Long Beach area; and

WHEREAS, the City Prosecutor and DLBA wish to continue the successful Neighborhood Impact Prosecutor Program in the downtown Long Beach area to accomplish the goals set forth above, and the purpose of this MOU is to memorialize the terms of such program.

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NOW, THEREFORE, in consideration of the recitals above, the terms and conditions and covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the City Prosecutor and DLBA agree as follows:

1. Neighborhood Impact Prosecutor Program.

The City Prosecutor will initiate a Neighborhood Impact Prosecutor Program in the downtown Long Beach area, specifically focused on the area described in Exhibit "A." The City Prosecutor will designate one Deputy City Prosecutor to serve as the Neighborhood Impact Prosecutor. The designee shall be an experienced prosecutor who will interact with DLBA staff, law enforcement officers (including LBPD's Quality of Life Team), and others.

- a. Ancillary Costs Absorbed by City Prosecutor. The City Prosecutor shall absorb all ancillary office and support staff costs associated with staffing the Neighborhood Impact Prosecutor Program, including the use of office investigators, paralegals, file clerks, and witness coordinators, computers; technology services; phones; office supplies, etc.
- b. Attendance at Meetings. At the direction of the City Prosecutor and based on the availability of the Neighborhood Impact Prosecutor, he or she shall attend at least one regularly scheduled meeting of the DLBA each month, if requested by DLBA. It is anticipated the meeting attended will be a meeting of the Board of Directors, the Executive Committee, or the Public Safety Committee. The DLBA may, with reasonable notice, request the Neighborhood Impact Prosecutor to attend additional meetings.
- c. Coordination of Public Safety Partners. It is envisioned that the Neighborhood Impact Prosecutor shall serve as a coordinator between the Office of the City Prosecutor and others who play a public safety role in the downtown Long Beach area, acting as a resource for the regular patrol officers, DLBA safety ambassadors, LBPD South Division Command staff, the City's Health and Human Services Department, and code enforcement officers. Both the DLBA and the Neighborhood Impact Prosecutor shall cooperate with regard to communication, sharing of information and ideas, and scheduling of meetings to ensure the Neighborhood Impact Prosecutor Program is successful.
- d. Handling of Cases. It is also envisioned that the cases presented by law enforcement for criminal filing consideration to the Office of the City Prosecutor that have significance to the downtown Long Beach area will be filtered by the Office to, and directly handled by, the Neighborhood Impact Prosecutor. The Neighborhood Impact Prosecutor will be involved in handling or supervising such cases from the time of case filing through disposition. All parties understand that complete vertical prosecution of such cases is not feasible due to the Superior Court's case assignment procedure and the volume of cases handled by the City

Prosecutor's Office. However, efforts will be made for the Neighborhood Impact Prosecutor to handle or direct the handling of the most significant cases as determined by the City Prosecutor.

- e. Employee of City Prosecutor. As with all aspects of this program, the Neighborhood Impact Prosecutor shall remain an employee of and subject solely to the direction, supervision, and management of the City Prosecutor. The person designated as the Neighborhood Impact Prosecutor shall be subject to change at any time by the City Prosecutor, who shall, at all times, remain responsible for all decisions related to case filing, case handling, and the use of resources in the Office of the City Prosecutor. The employee designated as the Neighborhood Impact Prosecutor may be a full-time employee, but will spend only a portion of his or her time on duties related to the Neighborhood Impact Prosecutor Program. As with all duties performed by the Neighborhood Impact Prosecutor, actual attendance at meetings or other activities of the City Prosecutor staff will depend on availability of staff and other schedule conflicts, as determined by the City Prosecutor.

2. Term.

The term of this MOU shall commence upon the execution of the agreement by all parties, and shall terminate on December 31, 2019. Thereafter, this MOU may be extended for any period of time up to 24 months, provided the City Prosecutor and DLBA agree in writing to the period of additional time.

3. Grant to the City Prosecutor.

The DLBA shall transmit to the City Prosecutor's Office a total of \$18,000 for the operative term of the grant. This sum shall be paid in full within thirty (30) days of the date this MOU is approved by all parties. It is understood by all parties that said grant does not imply any influence by the DLBA on case filing, or case handling after filing, which shall remain within the sole discretion of the City Prosecutor.

4. Amendment.

This MOU may be amended only by a written agreement fully executed by both parties.


[SIGNATURE PAGE TO FOLLOW]

In witness whereof, this MOU is executed by the following:

FOR CITY PROSECUTOR DOUG HAUBERT:

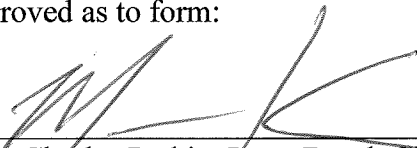
By:  Date: 7/2/19  
Doug Haubert, Long Beach City Prosecutor  
333 W. Ocean Blvd, 2<sup>nd</sup> Floor  
Long Beach, CA 90802  
(562) 570-5614

On behalf of the City of Long Beach

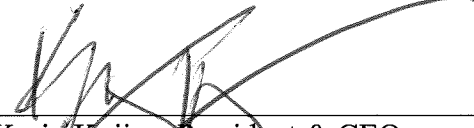
By:  Date: 7/10/19  
Patrick West, Long Beach City Manager

**Tom Modica**  
**Assistant City Manager**  
**EXECUTED PURSUANT**  
**TO SECTION 301 OF**  
**THE CITY CHARTER**

Approved as to form:

By:  FOR Date: 7/8/19  
Charles Parkin, Long Beach City Attorney

FOR DLBA:

By:  Date: 7/12/19  
Kraig Kojian, President & CEO  
100 W. Broadway, Ste 120  
Long Beach, CA 90802  
(562) 436-4259