

MOU NO. PH-005184



36590

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LONG BEACH
AND
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
FOR
VIOLENCE PREVENTION & INTERVENTION**

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This Memorandum of Understanding ("MOU") is made and entered into on May 24, 2023, between the County of Los Angeles Department of Public Health ("Public Health"), Office of Violence Prevention ("OVP"), hereinafter referred to as "County" and the City of Long Beach, acting by and through its Department of Health and Human Services hereinafter referred to as "Long Beach".

WHEREAS, the cause of the Los Angeles County's increasing gun violence, which is mirrored in cities across America, is complex; and

WHEREAS, the complex factors relating to increasing gun violence may include: (1) a large number of firearms in our streets, fueled by an increase in gun purchases and easy online sales of ghost guns; (2) increased economic hardship, stress, anxiety, and disconnection attributable to the COVID-19 pandemic, which has caused disproportionate impacts on already disadvantaged communities; (3) gang conflicts; and (4) distrust between some communities and law enforcement; and

WHEREAS, Long Beach in partnership with key city departments such as Long Beach Police Department, Libraries Department, Parks, Recreation and Marine, Economic Development, and others, leads a comprehensive, collaborative, and community-based strategy to reduce gun and gang-related crime, violence, and to advance peace initiatives within communities that contain the highest concentrations of violence; and

WHEREAS, Long Beach programming strives to improve the overall health and well-being of youth, young adults, families, and communities and provide positive alternatives to promote prosocial decisions and community social connectedness, while also investing in the overall health and well-being of staff and their capacity to deliver effective services; and

WHEREAS, Long Beach works to improve the quality of life in high impacted neighborhoods by reducing gang activity, preventing gun violence, increasing access to services for promising youth, strengthening resident and organizational leadership and resiliency factors and advancing peace initiatives; and

WHEREAS, OVP works to strengthen coordination, capacity, and partnerships to address the root causes of violence, advance policies and practices that are grounded in race equity, prevent all forms of violence and promote healing across all communities in Los Angeles County (LAC); and

WHEREAS, in furtherance of such goals, OVP monitors the trends and circumstances of violent deaths affecting LAC residents to inform decision makers and program planners about ways to prevent and reduce violence in the community, at home, and in the workplace; and

WHEREAS, OVP's Trauma Prevention Initiative (TPI) invests in community-driven public safety strategies in communities with the highest rates of violence (unincorporated communities and cities), including the Street Outreach and Community Violence Intervention program, Hospital Violence Intervention Programs, capacity building, and Community Action for Peace stakeholder networks; and

WHEREAS, TPI strives to promote the healing and well-being of communities impacted by violence and trauma through meaningful community engagement to address the unique needs of communities, promote local leadership and positive community identity, investing in peer approaches, supporting self-care and healing, and career pathways and capacity building for community based organizations, advancing systems change by aligning county services and initiatives, and developing innovative practices; and

WHEREAS, Long Beach and County believe that increased communication and collaboration between our two entities is essential to providing effective support of community-based violence prevention and intervention efforts; and

WHEREAS, on December 10, 2019, the County Board of Supervisors delegated authority to the Director of Public Health, or designee, to execute MOUs with governmental and public entities, such as cities that allow for collaboration on public health activities.

WHEREAS, Long Beach and County wish to enter into this MOU to set forth the terms and conditions of cooperation between Long Beach and County regarding gun violence prevention.

NOW, THEREFORE, in consideration of the above promises, and the mutual covenants and agreements herein contained, Long Beach and County agree as follows:

1.0 Representatives of the Parties and Service of Notices

1.1 Representatives of the Parties and Service of Notices

1.1.1 City of Long Beach's representative is, unless otherwise stated in the MOU:

Tomas B. Modica
City Manager
City of Long Beach
411 W. Ocean Blvd.
Long Beach, CA 90802
Email: Tom.Modica@longbeach.gov
Phone: (562)570-5091

1.1.2 County's representative is, unless otherwise stated in the MOU:

Andrea Welsing, MPH
Director, Office of Violence Prevention
Los Angeles County Department of Public Health
1000 S. Fremont Avenue, Building A-9 East, 5th Floor
Alhambra, CA 91803
Email: awelsing@ph.lacounty.gov
Phone: (626)293-2998

1.2 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by personal delivery, registered or certified mail, or communications facilities (e.g., email). Shall be deemed communicated upon delivery if personally delivered, three days after the date of mailing if mailed as of the date of mailing, or confirmation of receipt by representatives of Parties or designee.

1.3 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this MOU, within five working days of said change.

2.0 Term

The term of this MOU is effective upon execution through December 31, 2025, unless sooner terminated, or extended as set forth herein.

This MOU may thereafter be extended by mutual written consent of both parties via an addendum to this MOU in accordance with Section 4.0, **Amendments**, of this MOU.

3.0 Termination

This MOU may be terminated with or without cause at any time by either party upon thirty days prior written notice to the other party

4.0 Amendments

This MOU may only be amended by written mutual consent of both parties. Any changes to this MOU must be authorized through a written Amendment that is properly executed by the authorized officials of both parties.

5.0 Funding

No reimbursement or compensation will be made by either party to the other for responsibilities described herein. The activities above are strictly limited to programmatic collaboration.

6.0 Scope of Collaboration

In furtherance of the objectives described in this MOU, Long Beach and County shall:

- Meet at least monthly at mutually agreeable times;
- Develop a joint work plan for the coordination of regional efforts for violence prevention, intervention and healing.

- Collaborate in the development of a protocol for joint response for incidents/community outreach that impact both Long Beach and County (TPI), including designated regional point of contacts, communications, and data tracking.
- Collaborate and share best practices for community-based events, including peace marches, park programming, and other community events in support of gun violence prevention and healing.
- Coordinate response to incidents of violence that take place within and impact both Long Beach and County, and coordinate the regional sharing of data, as appropriate and permitted by applicable law, to track joint response incidents and activities.
- Collaborate on regional training opportunities to strengthen and increase capacity for staff and agencies contracted to perform intervention services; develop a plan for joint training and professional standards.
- Share best practices and lessons learned from respective work in violence prevention, intervention, healing and trauma informed care, safe gun storage, gun violence restraining orders, alternative dispute resolution, victims' services, and supporting children exposed to gun violence.
- Cross refer youth for services among contracted providers when needed to best support youth and families.
- Collaborate on community education for youth, parents, and school personnel in the areas of violence prevention and intervention (e.g., gun violence prevention and intervention awareness training/workshops, safe gun storage, gun violence restraining orders, alternative dispute resolution, victims' services, and supporting children exposed to gun violence).
- Explore opportunities for coordinated strategies to reduce and address gun violence in the region.
- Explore opportunities for funding proposed partnerships that advance peace and increase community resiliency.
- Explore opportunities for cross-departmental collaboration to ensure multi-sector engagement of violence prevention efforts.

7.0 Indemnification

Pursuant to California Government Code section 895.4, *et seq.*, each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this MOU. In the event of third-party loss

caused by the negligence, wrongful act, or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this MOU

8.0 Waiver

No waivers or any breach of this MOU by either Long Beach or shall constitute a waiver of any other breach of this MOU including a subsequent breach of the same provision.

9.0 Severability

Long Beach and County agree that if any part, term, or provision of this MOU is found to be invalid, illegal, or unenforceable, such validity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this MOU, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this MOU are severable.

10.0 Entire MOU

This MOU contains the full and complete agreement between the parties. No verbal agreement or conversation with any officer or employees of either party will affect or modify any of the terms and conditions of this MOU. Any changes to the terms of this MOU must be agreed upon in a written amendment properly executed by both parties.

11.0 Choice of Law

This MOU and all aspects of the relationship hereunder between Long Beach and County shall be governed by the laws of the State of California.

12.0 Signatures

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign and are in agreement with all terms and conditions, and hereby the MOU is being executed by the following parties:

IN WITNESS HEREOF, the parties hereto have executed this MOU on the day, month, and year indicated on page 1 of this MOU

CITY OF LONG BEACH

COUNTY OF LOS ANGELES

By: Linda J. Jarama

By: Barbara Ferrer
Barbara Ferrer (May 24, 2023 11:20 PDT)

Barbara Ferrer, Ph.D., M.P.H, M.Ed.
Director

Date: 5/18/2023

Date: May 24, 2023

#06936.im

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Approved as to form:
Date: 05/10/2023

By: Dawn McIntosh
For: Dawn McIntosh, City Attorney