

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
CITY OF LONG BEACH POLICE DEPARTMENT
FOR
THE JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)
LAW ENFORCEMENT/PREVENTION PROGRAMS**

This Memorandum of Understanding (MOU) is made and entered into this 2nd day of October, 2017 between the County of Los Angeles Probation Department, hereinafter referred to as "County", and the City of Long Beach, by and through the Long Beach Police Department, hereinafter referred to as "LBPD".

RECITALS

WHEREAS, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

I. PURPOSE

The purpose of this MOU is to implement the LEP Programs (Safe Passages) through patrolling techniques applied at identified service areas to address the problems of violence, intimidation and harassment in and around these sites. Funding for this service will be provided by Probation through JJCPA funds as approved by the Board of Supervisors (Board).

II. TERM

The term of this MOU shall commence upon execution date of the MOU through June 30, 2018. Any additional renewals commencing after July 1, 2018 will be subject to approval by County and LBPD.

III. FUNDING

LBPD shall receive funds from County in an amount not to exceed Two Hundred Thousand (\$200,000) for the LEP Programs, as detailed in the Budget (Attachment A). Changes to the Budget require signed written approval by both parties.

IV. COUNTY RESPONSIBILITIES

County agrees, as resources allow, to provide the following services for the LEP Program:

- Make client, family, and school contacts as necessary;
- Attend monthly meetings of the partners in the JJCPA collaborative;
- Work with LBPD to curb gang activity, substance abuse, and improve school performance at County sites listed below:

Washington Middle School
Cabrillo High School
Poly High School

- Coordinate efforts with LBPD to conduct safe passage operations for the Washington Middle School catchment area, assessing and addressing issues pertaining to the following risk factors: threats made to students, staff and administrators, school truancy, negative peer associations, and substance abuse; and
- Coordinate with LBPD to provide additional presence at designated JJCPA sites based on the LBPD's evaluation of existing crime patterns and emerging crime trends.

V. LONG BEACH POLICE DEPARTMENT RESPONSIBILITIES

Subject to JJCPA funding, LBPD agrees to provide, through the efforts of uniformed Deputies, the following services for the Safe Passages LEP Program:

- Patrol the following sites at the listed areas, subject to modification by mutual agreement: Washington Middle School, Poly High School and Cabrillo High School.
- Patrol at the following times:
 - Washington Middle School: Periodic patrol between 8:00AM and 9:00AM and consistent after-school patrol Monday through Fridays during the regular academic calendar in which school is in session during the hours of 3:30 PM and 4:30 PM.
 - Cabrillo High School: Periodic patrol between 8:00AM and 9:00AM and consistent after-school patrol Monday through Fridays during the regular academic calendar in which school is in session during the hours of 3:30 PM and 4:30 PM.
 - Poly High School: (Periodic patrol between 8:00AM and 9:00AM and consistent after-school patrol Monday through Fridays during the regular academic calendar in which school is in session during the hours of 3:30 PM and 4:30 PM.

- Patrol using the following techniques:
 - Provide high visibility by patrolling in a marked black and white police car, detective dual-purpose cars, or by other appropriate means, intervening in unlawful activities observed.
 - Enforce the law in a proactive manner. LBPD officers will collaborate with other LBPD teams to collect and exchange information related to unlawful conducts and mitigate criminal activity.
 - By Officers exiting their vehicles and communicating directly with students, faculty, officials, residents, and other community contacts to identify specific needs within the community.
- Closely monitor crime trends and gather and retain data in a monthly report, including, but not limited to, deployments, action taken, noteworthy events, arrests, field interview reports, citations, crime reports, and weapons and contraband seized.
- Perform truancy and curfew operations when appropriate.
- Attend periodic meetings of the JJCPA collaborative.

VI. CONFIDENTIALITY

County and LBPD shall maintain the confidentiality of all records and information relating to juvenile participants under this MOU. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality. County and LBPD shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder of the confidentiality provision of this MOU.

In no case shall records or information pertaining to participants be disclosed to any person, except designated County and LBPD employees, without the written permission of a County Director or other authorized representative as designated by the County Director and the Long Beach Police Department Chief of Police or designee

VII. FISCAL PROVISIONS

County shall make payments to LBPD for services rendered pursuant to this MOU. Such payment shall be made from the JJCPA funds and Board approved County funds. Payment terms are as follows:

- LBPD shall submit Departmental invoices monthly that comply with Auditor-Controller guidelines. Expenditures must correspond to the JJCPA budget

approved by the State. Changes to the budget require signed written approval of both parties.

- Departmental invoices with supporting documentation should be submitted on the last day of the month following service month to:

Norma Cruz-Lawler
Budget & Fiscal Services
Probation Department
9150 East Imperial Highway, Room, P-73
Downey, CA 90242
Phone: (562) 940-2680
Fax: (562) 940-2459
E-mail: Norma.Cruz@probation.lacounty.gov

- Supporting documentation shall include salary and employee benefit expenditures by item, site, and shift. Training and operating expenses are to be identified by site.
- If an audit of the program covered in this MOU identifies and disallows ineligible costs, LBPDP shall reimburse County the amount of the overpayment.
- In the event of termination, suspension, discontinuation or substantial reduction in funding for the Agreement activity, or termination of said Agreement, LBPDP 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.

VIII. LIABILITY

Each of the parties to this MOU 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 is 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 MOU, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code.

IX. INDEMNIFICATION

LBPD shall indemnify, defend and hold harmless County, 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 the Agency's acts and/or omissions arising from and/or relating to this MOU.

County shall indemnify, defend and hold harmless LBPD, its elected and appointed officers, agents and employees 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 MOU.

X. SUSPENSION

Either party may suspend all or part of the project operation for failure by the other to comply with the terms and conditions of this MOU by giving written notice, which shall be effective upon receipt.

- Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period for corrective action.

XI. AMENDMENTS

This MOU may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or method of compensation, shall be incorporated into this MOU by a written amendment that is properly executed.

XII. ENTIRE MOU

This MOU contains the full and complete agreement between the two parties and is executed in two (2) identical documents, each of which is deemed to be an original. The MOU includes six (6) pages and one (1) attachment that constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County of Los Angeles and LBPd have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of LBPd for the warrants that he or she is authorized to bind LBPd, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By 
TERRI L. MCDONALD
CHIEF PROBATION OFFICER


Date: 10/2/17

CITY OF LONG BEACH

By 
~~PATRICK H. WEST~~
~~CITY MANAGER~~

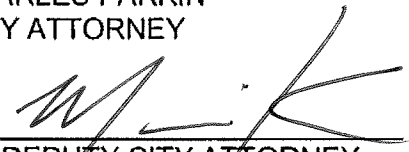
Tom Modica
Assistant City Manager
Date: 9/12/17

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

By 
ROBERT LUNA
CHIEF OF POLICE

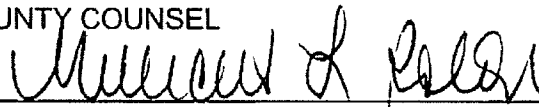
Date: 9.15.17

APPROVAL AS TO FORM:
CHARLES PARKIN
CITY ATTORNEY

BY 
DEPUTY CITY ATTORNEY
Date: 9/1/17

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By 
MILLCENT L. ROLON
PRINCIPAL DEPUTY COUNTY COUNSEL

8/9/17
Date