



# CITY OF LONG BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

333 West Ocean Blvd., 3rd Floor, Long Beach, CA 90802 Phone: 570.5237

**MEMORANDUM OF AGREEMENT ("MOA")      34423**  
**BETWEEN THE CITY OF LONG BEACH**  
**AND LONG BEACH UNIFIED SCHOOL DISTRICT ("LBUSD")**

WHEREAS, the City of Long Beach is the fiscal agent and legal grantee for the federally-funded continuation support for the National Forum on Youth Violence Prevention (Forum) grant program, will provide subcontracted funds for services offered in collaboration and under the Safe Long Beach program elements; and

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 Parent Accountability and Chronic Truancy ("PACT") Program, in which chronically truancy youth and their parents or legal guardians are identified for assistance; and

WHEREAS, LBUSD maintains access to all public schools in Long Beach and provides resources on school campuses for youth and their parents, including the All In Campaign to address truancy; and

WHEREAS, the City of Long Beach, City Prosecutor and LBUSD wish to mutually cooperate and collaborate with each other for the purpose of addressing chronic truancy in Long Beach, along with associated risk factors and negative outcomes, and the purpose of this MOA is to memorialize the terms of such collaboration.

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 LBUSD agree as follows:

1. **Information Sharing**

The City of Long Beach, City Prosecutor's Office and LBUSD shall share information as necessary for the implementation of the data sharing platform. This information may include, but is not limited to, criminal background and history of individuals receiving services through the City Prosecutor's Office, gang status or affiliation, academic and attendance records, and school disciplinary issues.

2. **Responsibility of the City of Long Beach**

As the fiscal agent and lead for the Forum enhancement grant project, the City agrees to provide overall leadership under the Forum, as well as leadership for Safe Long Beach and its subcategories of Safe Schools, Safe Families, and Safe Communities. Specifically, the City of Long Beach will serve as the coordinating body under the enhancement grant to ensure the attainment of the grant goals, objectives and outcomes.

### **3. Responsibility of the City Prosecutor**

The City Prosecutor is under the purview of the City of Long Beach, and thereby adheres to all internal processes for accepting and expending grant funds. For the purposes of this grant, the City Prosecutor's Office will not serve as the fiscal agent, but rather as a subgrantee.

As a key partner for this grant partner, the City Prosecutor's Office agrees to assist with the implementation of the data and information sharing goals and activities of this grant. In addition, the City Prosecutor and staff will provide educational truancy workshops for parents in the four pilot school sites.

### **4. Responsibility of LBUSD**

As a key partner for this grant project, LBUSD agrees to provide collaborative leadership and implementation of the All In Campaign, which is an element of the Safe and Civil Schools program, as well as a component and violence prevention strategy under the Safe Schools strategy of Safe Long Beach.

### **5. Financial Responsibility**

Through this MOA, the City of Long Beach will hold fiscal accountability for all funds received through the enhancement grant, and provide LBUSD and the City Prosecutor with a subcontracted amount directly aligned with the allocation received from the U.S. Department of Justice. The City of Long Beach will also provide funding to support the development of the data sharing platform.

As a result of the grant award to the City of Long Beach, the City Prosecutor's Office will oversee all issues related to data and technology associated with collaborative truancy data and systems management, led by a legal technologist. The City Prosecutor's Office will provide invoices to the City of Long Beach on a monthly basis for the implementation of a cost reimbursement budget. Services will be reimbursed to the City Prosecutor's Office for project-related expenses and will not exceed \$25,000 before September 30, 2016. Invoices must be submitted on agency letterhead and include supporting documents of services rendered.

As a result of the grant award to the City of Long Beach, the LBUSD will provide services through the All In Campaign over the course of the grant term, including, but not limited to, hiring a consultant to implement attendance improvement strategies among the target schools. The LBUSD will provide invoices to the City of Long Beach on a monthly basis for the implementation of a cost reimbursement budget. Services will be reimbursed to LBUSD for project-related expenses and will not exceed \$100,000 before September 30, 2016. Invoices must be submitted on agency letterhead and include supporting documents of services rendered.

### **6. Terms and Conditions of Agreement**

Should full funding not be received, both parties agree to assess the funds received and the services to be provided in order to agree upon adequate funding levels for both parties.

This MOA may be terminated by either party, for any reason, by providing a 30-day written notice. This MOA will remain valid from October 1, 2015 – September 30, 2016, or until both partners jointly decide to modify or terminate the Agreement. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

In witness whereof, this Memorandum of Agreement is executed by the following:

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

*PH West* 12/23/15  
Patrick H. West Date  
City Manager Assistant City Manager  
City of Long Beach

*D. Haubert* 12/9/15  
Douglas Haubert Date  
City Prosecutor  
City of Long Beach

*C. J. Steinhäuser* 12/9/15  
Christopher J. Steinhäuser Date  
Superintendent of Schools  
Long Beach Unified School District

APPROVED AS TO FORM  
12/17, 2015  
CHARLES PARKIN, City Attorney  
By *Linda T. Vu*  
LINDA T. VU  
DEPUTY CITY ATTORNEY