

**35677**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
CITY OF LONG BEACH  
FOR SERVICES TO PEOPLE EXPERIENCING HOMELESSNESS  
AT THE LONG BEACH MULTI-SERVICE CENTER**

This Memorandum of Understanding (MOU) is made on 28th day of October, 2020 between County of Los Angeles Probation Department, hereinafter referred to as "County" and City of Long Beach, hereinafter referred to as the "City", both of whom are collectively referred to as the "Parties" .

**WITNESSETH:**

**WHEREAS**, City desires to provide probation services to people experiencing homelessness as a result of being released from County Jail due to COVID-19 concerns and as a part of the City of Long Beach Homeless Services Continuum of Care; and

**WHEREAS**, County has statutory authority pursuant to Section 1203.14 of the Penal Code and Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area; and

**WHEREAS**, County desires to participate in a joint effort with the City by providing probation services at the Long Beach Multi-Service Center; and

**NOW, THEREFORE**, in consideration of the mutual benefits and subject to the conditions contained herein, the Parties mutually agree as follows:

**I. PURPOSE**

The purpose of this Agreement is to provide within the City, the services of a part-time Deputy Probation Officer (DPO) mutually agreed upon by both Parties. This DPO will provide probation services at the Long Beach Multi-Service Center not to exceed twenty (20) hours per week for City which includes referrals for supportive services and linkage to DPO of record. Probation services shall be provided by County through this Agreement and shall be consistent with the laws of the State of California and the guidelines of the City.

**II. TERM**

The term of this MOU shall commence upon execution date and shall continue for one year, with the option to renew annually for up to three years. Any additional renewals will be subject to approval by the County and City.

This MOU may be terminated at any time, without cost, by either party upon thirty (30) days prior written notice to the respective party.

**III. STATEMENT OF WORK**

1. County shall provide one (1) part-time DPO not to exceed twenty (20) hours per week, who will provide probation services, linkage to DPO of Record and referrals for supportive services to probationers who are within the community of Long Beach at the Long Beach Multi-Service Center. Delivery of these services are to conform to the standards established by Probation Adult Coordinated Optimal Rehabilitation Efforts (CORE). These probationers will be mutually agreed upon by the County Director or his designee.
2. In addition to the duties associated with linkage to the DPO of record, the assigned DPO will make referrals for support services for probationers in crisis.
3. City shall provide office space, access to a shared telephone, meeting space, parking, City guest WiFi, and a printer within its boundaries for use by the assigned DPO.

**IV. FUNDING**

This is a non-financial MOU.

**V. CONFIDENTIALITY**

County and City shall maintain the confidentiality of all records and information relating to participants under this MOU. This shall be in accordance with the statutory provisions identified in this MOU, as well as all other applicable Federal, State, and County laws, ordinances, regulations, and directives relating to confidentiality. County and City 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 employees, without the written permission of a County Director or authorized representative.

**VI. INDEMNIFICATION**

City 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 City's acts and/or omissions arising from and/or relating to this MOU.

County shall indemnify, defend and hold harmless the City, 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.

**VII. INDEPENDENT CONTRACTOR**

This Agreement is by and between County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between County and City. The County's relationship to the City in the performance of this Agreement is that of an independent contractor. The County's personnel performing services under this Agreement shall at all-time be under the County's exclusive direction and control and shall be employees of the County and not employees of the City.

**VIII. AMENDMENTS**

This MOU may only be amended by written mutual 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 by all Parties.

/

/

/

/

/

/

/

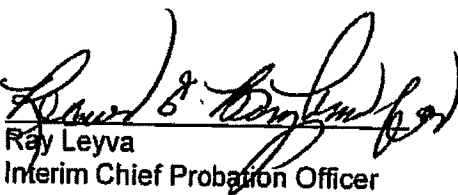
/

/

IN WITNESS, WHEREOF, the County of Los Angeles and the City 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 the City for the warrants that he or she is authorized to bind the City, 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

CITY OF LONG BEACH  
a municipal corporation

By   
Ray Leyva  
Interim Chief Probation Officer

By   
Linda J. Jatum  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

October 14, 2020

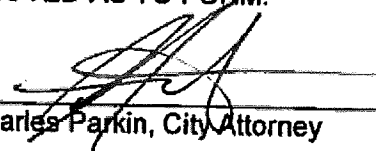
10-28-20  
Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mary Wickham  
County Counsel

By   
Charles Parkin, City Attorney

By   
Jason C. Carnevale  
Deputy County Counsel

10-8-20  
Date

\_\_\_\_\_  
Date