

MOU – Attachment 3

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
AWARD**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____ 2018, by and between the County of Los Angeles, a subdivision of the State of California, acting by and through its governing body, the Los Angeles County Board of Supervisors, (“County”), and the City of Los Angeles, acting by and through its governing body, the City Council, (“City”).

WITNESSETH

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code, and was specifically authorized by the County (refer to Board File dated ___ / ___ / ___); and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File # _____ dated _____); and

WHEREAS, the United States Department of Justice, Office of Justice Programs’ Bureau of Justice Assistance (“BJA”) administers the U.S. Department of Justice, FY 2018 Edward Byrne Memorial Justice Assistance Grant (“FY18 JAG”) Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY18 JAG funds; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this MOU is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU; and

WHEREAS, the City agrees to serve as the applicant/fiscal agent for the FY18 JAG funds allocated to the City and County and to provide the County with the amount of JAG funds approved by BJA for use as approved by BJA under the FY18 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2017 and end September 30, 2021. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement by BJA to the City of all FY18 JAG funds allocated to the City and County, the City agrees to disburse on a reimbursement basis to County that amount allocated by BJA to the County (the "Disbursement Amount"). The Disbursement Amount is the amount of JAG funds allocated to the County by BJA less 10% of such allocated amount to be retained by the City as compensation to the City for its role as applicant/fiscal agent of such FY18 JAG funds. The County agrees to use the FY18 JAG funds allocated to it for those projects approved by BJA under the FY18 JAG program as set forth in the application for the FY18 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY18 JAG funds to the County, the County agrees to enter into a contract with the City setting forth the County's and the City's assurances and obligations regarding the use of FY18 JAG funds, which shall include without limitation compliance with all applicable laws and reporting requirements related to the FY18 JAG program and the use of the FY18 JAG funds (the "Contract"). Currently the Disbursement Amount is contemplated to be One Million Forty-Four Thousand and Forty One Dollars (\$1,044,041).

Section 3.

Nothing in the performance of this MOU shall impose any liability for claims against the City or County other than claims for which liability may be imposed by the California Tort Claims Act, or claims by the State or Federal Government for unallowable expenditure of the funds provided by this MOU.

Section 4.

Any expenditures made prior to the execution of this MOU shall be eligible for reimbursement by FY18 JAG funds only upon explicit approval by BJA, such approval to be made in BJA's sole discretion. Funding for all periods of this MOU is subject to the continuing availability of Federal funds for this program. The MOU may be terminated immediately upon written notice to County of a loss or reduction of Federal grant funds.

Section 5.

Upon execution of this MOU, the County shall provide performance reports on a quarterly and semi-annual basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the FY18 JAG program.

Section 6.

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 as defined by Section 895.2 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 Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. County certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU. City also certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOU.

Each party to this MOU will be responsible for its own actions in providing services under this MOU and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the FY18 JAG funds. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY18 JAG grant found to be ineligible by the State or Federal government. The County shall cooperate and assist the City in any audit, or administrative or judicial actions brought by the State or Federal government concerning the activities funded by this MOU.

Section 8.

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

Section 9.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this MOU shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Agreement between the County of Los Angeles and the City of Los Angeles to be executed on the ____ day of _____ 2018.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
SACHI A. HAMAI
Chief Executive Officer

By: _____
NANCY M. TAKADE
Principal Deputy, County Counsel

Date: _____

Date: _____

Attach County Seal Here

CITY OF LOS ANGELES
ERIC GARCETTI, Mayor

Attach City Seal Here

By: _____

Date: _____

APPROVED AS TO FORM:
CITY OF LOS ANGELES
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY WILCOTT, City Clerk

By: _____
Barak Vaughn, Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Council File/CAO Number _____ Date _____

Said Agreement is Number _____ of City Contracts

DRAFT