

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES  
2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
AWARD

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, 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 2019 Edward Byrne Memorial Justice Assistance Grant (“FY19 JAG”) Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY19 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 FY19 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 FY19 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

#### Section 1.

The term of this MOU shall commence on October 1, 2018 and end September 30, 2022. Said term is subject to the provisions herein.

#### Section 2.

Upon the disbursement by BJA to the City of all FY19 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 FY19 JAG funds. The County agrees to use the FY19 JAG funds allocated to it for those projects approved by BJA under the FY19 JAG program as set forth in the application for the FY19 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY19 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 FY19 JAG funds, which shall include compliance with all applicable laws and reporting requirements related to the FY19 JAG program and the use of the FY19 JAG funds (the "Contract"), with the exception of: (i) Special Condition 9 in the FY 2019 JAG Grant Award Continuation Sheet, which is the subject of pending litigation; and (ii) Special Conditions 31 – 41 in the FY 2019 JAG Grant Award Continuation Sheet, and the requirement for the City to submit answers to the "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)" in the FY 2019 JAG Local Solicitation, which, have been enjoined by the United States District Court. (See also Department of Justice's "Legal Notices Pertaining to FY 2019 awards," declining to enforce Special Conditions 9 and 31 – 41, available at: <https://www.ojp.gov/microsite-subpage/legal-notices>). Currently the Disbursement Amount is contemplated to be One Million Seventy-Four Thousand and Thirteen Dollars (\$1,074,013.20).

#### 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 FY19 JAG funds per the instruction of the grantor. 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 applicable 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 FY19 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 that are applicable to the FY19 JAG funds, not otherwise objected to or deemed inapplicable to the City of Los Angeles. The County shall be liable to the City, as fiscal agent, for any sums spent under the FY19 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 \_\_\_\_\_ 2020.

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