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**Chief
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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
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Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 20, 2022

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

34 December 20, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF
LOS ANGELES TO ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE,
BUREAU OF JUSTICE ASSISTANCE, FOR THE 2020 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT (JAG) AND APPROVE THE PROGRAM BUDGET FOR THE COUNTY OF
LOS ANGELES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Authorize the Chief Executive Officer (CEO) to execute an MOU with the City of Los Angeles (City) to accept funds for the 2020 JAG, and to approve the attached program budget in the amount of \$1,038,033 for the County of Los Angeles (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the CEO, or her designee, to execute the enclosed MOU with the City to jointly accept funds from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA) for the 2020 Edward Byrne Memorial JAG Program in the amount of \$2,306,740, whereby the County will receive \$1,038,033 which represents half of the total amount less a 10 percent reduction of \$115,337 to cover the City's administrative costs as outlined in the MOU.
2. Authorize the CEO, or her designee, to execute, on behalf of the County, any contracts and actions necessary to amend, create, or extend any programs funded by this grant to achieve the goals of the JAG program.
3. Approve the 2020 JAG program budget in the amount of \$1,038,033 to continue funding various crime prevention, courtroom diversion, and community support programs across the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City and County have agreed to allocate \$1,038,033 to the County for the 2020 JAG cycle. This amount reflects 50 percent of the total grant amount of \$2,306,740 (\$1,153,370) less 10 percent (\$115,337) for administrative costs incurred by the City. The City, as the applicant for the 2020 JAG funds, has agreed to serve as the fiscal agent for the 2020 JAG funds allocated to the City and County, and to provide the County with the amount of JAG funds approved by BJA for use. These administrative costs are intended by BJA to compensate the City for its role as applicant and fiscal agent.

These recommended actions will authorize the CEO to enter into a MOU with the City for the joint acceptance and administration of the 2020 JAG grant funds, and to establish the program budgets. The enclosed budget proposal and program narratives detail the County agencies and community-based organizations that have been selected to receive funding for programs in the areas of crime prevention, alternative sentencing, community outreach, and rehabilitative support. These budget allocations were developed in coordination with the five supervisorial districts and participating agencies.

The MOU between the City and County is required under DOJ JAG guidelines, and its purpose is to set forth the County and City's assurances and obligations regarding the use of the JAG funds, as well as each party's compliance with applicable laws and reporting requirements.

Implementation of Strategic Plan Goals

The recommended actions support Countywide Strategic Plan Strategy I.3: Reform Service Delivery Within Our Justice Systems, by providing rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The 2020 JAG subaward period of performance, including all available extensions, is from October 1, 2019 to September 30, 2024, thereby funding programs throughout the County Fiscal Years 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, and the first three months of 2024-25. The grant does not require a net County cost match.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The JAG program is the leading source of federal justice funding to state and local jurisdictions. The program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, community corrections, drug treatment and enforcement, technology improvement, crime victim and witness initiatives, mental health programs, and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

The JAG Program was established in 2005 by the 109th Congress to aid states, tribes, and local governments in creating programs that prevent and control crime within their localities. It was created through the merger of the Edward Byrne Memorial Grant Program and the Local Law Enforcement Block Grant Program. The 2020 JAG does not contain immigration-related special conditions.

All JAG-funded programs must submit yearly Performance Metrics reports and quarterly financial reports to the CEO for processing and subsequent reporting to the DOJ. Performance Metrics reports require detailed statistical information about each program as well as activities planned for the future. Financial reports require detailed itemized listings of expenditures.

The MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

Approval of the recommended actions will enable the continued funding of programs that reduce crime and increase public safety in our communities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Fesia A. Davenport". The signature is fluid and cursive, with a large loop at the end.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:MM:SW

RP:MX:cc

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES
2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
AWARD

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____ 2022, 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 # 21-1364 dated 02/16/22); 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 2020 Edward Byrne Memorial Justice Assistance Grant (“FY20 JAG”) Program; and

WHEREAS, BJA requires this MOU be executed between the County and City prior to allocating the FY20 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 FY20 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 FY20 JAG program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The term of this MOU shall commence on October 1, 2019 and end September 30, 2023. Said term is subject to the provisions herein.

Section 2.

Upon the disbursement by BJA to the City of all FY20 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 FY20 JAG funds. The County agrees to use the FY20 JAG funds allocated to it for those projects approved by BJA under the FY20 JAG program as set forth in the application for the FY20 JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of FY20 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 FY20 JAG funds, which shall include compliance with all applicable laws and reporting requirements related to the FY20 JAG program and the use of the FY20 JAG funds (the "Contract"). Currently the Disbursement Amount is contemplated to be One Million Thirty-Eight Thousand Thirty-Three Dollars (\$1,038,033.00)

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 FY20 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 FY20 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 FY20 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 FY20 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: _____
FESIA DAVENPORT
Chief Executive Officer

By: Jason C Carnevale
JASON CARNEVALE
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

**2020 Justice Assistance Grant Budget Narrative
County of Los Angeles
Crime Reduction and Public Safety Improvement Initiative**

The County of Los Angeles has participated in the Bureau of Justice Assistance (BJA) funded specialized crime reduction and public safety improvement programs since 1996, through the former Local Law Enforcement Block Grant (LLEBG) program. The County plans to continue a similar path under the Edward Byrne Memorial Justice Assistance Grant (JAG) by supporting similar strategies previously funded under the LLEBG program.

Goals and Objectives:

The overall goal of the Justice Assistance Grant programs is to reduce crime and improve public safety by providing services that address justice-involvement risk factors within our communities. The County has been working cooperatively with local law enforcement, public defender agencies, and various community-based organizations to increase diversion and prevention opportunities available to individuals at risk of justice system involvement.

Public safety is enhanced when communities are provided the necessary resources to help high-risk individuals avoid potential delinquent and criminal behavior. The County seeks to employ strategies that positively impact the behavior of adults and juveniles on probation and at-risk youth, provide support to trauma victims, expand community support programs, and help justice-involved individuals obtain alternative sentencing options that are more conducive to rehabilitation.

The County program will continue to support law enforcement presence at large, high profile community events; heighten and promote public safety around school campuses; and enhance the adjudication process of cases involving persons charged with crimes by using in-house experts specializing in alternative sentencing dispositions. The County will also continue a Trauma Preventive Initiative to reduce trauma visits and deaths resulting from violence. Additionally, the County will be enhancing its programming by adding contractors, upon approval from the Department of Justice, to assist with crime prevention and the education of youth.

Law Enforcement Programs:

Sheriff - Patrol Services Overtime

Funding will be provided to enhance unincorporated patrol services in Supervisorial District 5 Sheriff area stations including: Altadena, Santa Clarita, Palmdale, Lancaster, Crescenta Valley, and Temple. This funding may be used to increase law enforcement presence at large, high profile community events and activities within the district with large participant turnout.

Prosecution and Court Programs

Public Defender - Alternative Sentencing Program/Paralegal Services

The Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving persons convicted of an offense by utilizing paralegals to assist attorneys in preparing alternative sentencing reports in capital cases where there are significant mitigating factors to support alternative sentencing. This program presents the Court with a range of sentencing options which offer rehabilitation and accountability, frequently at less cost than jail or prison, thereby reducing unnecessary incarceration use while providing a potential for a positive impact.

Alternate Public Defender - Alternative Sentencing Program/Social Worker Services

The Alternate Public Defender Alternative Sentencing Program enhances the adjudication process of cases involving clients who are mentally ill by providing in-house psychiatric social workers that are knowledgeable in mental health and substance use, who can make an assessment as to what programs, if any, would be best suitable.

Prevention and Education Programs:

Department of Public Health - Trauma Prevention Initiative

The Department of Public Health (DPH) will enhance existing work with community-based organizations (CBOs) to decrease the number of visits to trauma centers for violence-related injuries, increase access to health and social services for those at risk for violence, and increase client capacity of peer specialists.

DPH shall achieve these goals by providing additional resources to contracts with community-based organizations to increase crisis intervention and case management activities, and by developing a peer learning/support network to help intervention workers and other community partners address secondary trauma.

Sheriff - School Resource Deputy – Crescenta Valley Station

This program provides various prevention services targeting at-risk youth on a countywide basis. Funds are made available to support eligible programs of community interest and benefit aimed at reducing crime and improving public safety. Los Angeles County assigns staff from law enforcement departments and/or contracts with community-based organizations to provide various prevention services targeting youth at risk for gang membership.

Sheriff - Youth Activities League

The Youth Activities League (YAL) provides supervised recreational and educational activities and reaches economically and socially disadvantaged children from the age of

8 to 18. The YAL strengthens the relationship between Sheriff staff and volunteers as they work together for the benefit of at-risk youth.

* Soledad Enrichment Action (Contractor)

Soledad Enrichment Action (SEA) is a non-profit organization, founded in 1972 by mothers in East Los Angeles who had lost their sons to gang violence. SEA has since grown to become a leading provider of services to individuals and families at risk of justice-system involvement within gang-affected communities across Southern California. SEA combines individually tailored high school educational services with a diverse array of wrap-around and support services.

* Toberman Neighborhood Center (Contractor) - Gang Reduction and Community Engagement Project

The Gang Reduction and Community Engagement (GRACE) Project is a collaborative effort between Toberman Neighborhood Center and the Los Angeles County Commission on Human Relations to bring intervention efforts to the Harbor Gateway community. GRACE works to reduce inter-ethnic tensions that lead to violence; reduce gang violence and prevent retaliation; expand older teen and young adult resources at local parks and community service agencies; increase public safety; expand prevention and positive youth development resources, and coordinate related County services.

* Boys and Girls Club of the Los Angeles Harbor (Contractor) – College and Career Bound Project

The College Bound program provides daily and year-round college pathway support to the most vulnerable and least college-represented youth from the Greater Los Angeles Area. Higher education is a true pathway to ending the cycle of poverty faced by many young adults in the communities of San Pedro, Wilmington and Harbor City/Harbor Gateway. College Bound participants receive the same mentoring, college coaching, academic support and numerous resources too often only experienced by their more affluent peers. The program has historically graduated approximately 98% of its senior high school participants on time, and over 2,000 participants have gone onto college. Career Bound participants receive similar mentorship while developing soft skills to make them workforce ready.

***Approval of contract is pending approval from Grantor which is Department of Justice (DOJ). DOJ approval is required prior to the County executing Agreement with Contractor.**

**2020 JUSTICE ASSISTANCE GRANT
COUNTY BUDGET SUMMARY**

Program	Department	Amount
LAW ENFORCEMENT PROGRAMS		
Sheriff - Patrol Services Overtime (District 5)	District 5	\$39,246
PROSECUTION AND COURT PROGRAMS		
Alternate Public Defender - Alternative Sentencing Program (social worker services)	Countywide	\$141,593
Public Defender - Alternative Sentencing Program (paralegal services)	Countywide	\$327,214
Public Defender - Alternative Sentencing Program (paralegal services)	District 3	\$107,617
PREVENTION AND EDUCATION PROGRAMS		
Soledad Enrichment Action (contractor)	District 1	\$107,617
Department of Public Health – Trauma Prevention Initiative	District 2	\$107,617
Toberman Neighborhood Center (contractor)	District 4	\$53,809
Boys and Girls Club of the Los Angeles Harbor (contractor)	District 4	\$53,809
Sheriff - School Resource Deputy (District 5)	District 5	\$24,205
Sheriff - Youth Activities League (District 5)	District 5	\$44,166
PLANNING, EVALUATION, AND TECHNOLOGY		
3% National Incident-Based Reporting System (NIBRS)	Countywide	\$ 31,140
JAG 2020 PROGRAM TOTAL		\$ 1,038,033

LAW ENFORCEMENT PROGRAMS
BUDGET REQUEST**Program: Sheriff - Patrol Services Overtime (District 5)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Overtime	\$39,246
Personnel Subtotal	\$39,246
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$39,246

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

Program: Alternate Public Defender - Alternative Sentencing Program (Social Worker Services)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Psychiatric Social Worker	\$141,593
Personnel Subtotal	\$141,593
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$141,593

PROSECUTION AND COURT PROGRAMS
BUDGET REQUEST

Program: Public Defender - Alternative Sentencing Program (Paralegal Services)

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Attorneys, Paralegals	\$434,831
Personnel Subtotal	\$434,831
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	
Grand Total	\$434,831

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST**Program: Soledad Enrichment Action**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$107,617
Other	\$0
Grand Total	\$107,617

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST**Program: Department of Public Health – Trauma Prevention Initiative**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$107,617
Other	\$0
Grand Total	\$107,617

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST**Program: Toberman Neighborhood Center**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$53,809
Other	\$0
Grand Total	\$53,809

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST**Program: Boys and Girls Club of the Los Angeles Harbor**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Staff	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$0
Services and Supplies	\$0
Contractual	\$53,809
Other	\$0
Grand Total	\$53,809

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST**Program: Sheriff - School Resource Deputy (District 5)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$24,205
Personnel Subtotal	\$24,205
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$24,205

PREVENTION AND EDUCATION PROGRAMS
BUDGET REQUEST**Program: Sheriff - Youth Activities League (District 5)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$44,166
Personnel Subtotal	\$44,166
Travel	\$0
Equipment/Technology	\$0
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$44,166

PLANNING, EVALUATION AND TECHNOLOGY
BUDGET REQUEST**Program: National Incident-Based Reporting System (3% set-aside)**

<u>Allocation Category</u>	<u>Allocated Amount</u>
Personnel	
Hiring:	\$0
Other: Sworn Officers	\$0
Personnel Subtotal	\$0
Travel	\$0
Equipment/Technology	\$31,140
Supplies	\$0
Contractual	\$0
Other	\$0
Grand Total	\$31,140