



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



March 19, 2024

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

Dear Supervisors:

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT'S REQUEST FOR BOARD
APPROVAL OF A STANDARDIZED MEMORANDUM OF AGREEMENT
PURSUANT TO COUNTY FISCAL MANUAL SECTION 16.1.3
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval to execute Memorandum of Agreements (MOA) with foundations and support groups that work closely with the Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent of the County, to use the attached standard MOA format to execute agreements with the various foundations and support groups that the Department collaborates with in accordance with the County Fiscal Manual (CFM) Section 16.1.3.
2. Delegate authority to the Sheriff, or his designee, as an agent of the County, to execute all amendments and modifications to the MOA as necessary for effective collaboration in accordance with CFM Section 16.1.3.

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PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION

As part of its efforts to ensure compliance with County rules and regulations, the Department seeks to ensure compliance with CFM Section 16.1.3 and has prepared the attached standard MOA.

In addition to seeking approval of the standard MOA, to ensure compliance with County rules and regulations, the Department has issued a new fiscal notice (No. 192) which details the proper procedures for units receiving donations, regardless of value, and outlines the quarterly reporting procedures and donor acknowledgement requirements. The Department is reporting all donations in quarterly reports to the Board of Supervisors pursuant to CFM Section 2.4.2.

Furthermore, in consultation with County Counsel and after receiving feedback from the Office of the Inspector General, the Department is undertaking revisions to its Manual of Policies and Procedures (MPP) related to donations, fundraising, and employee-maintained funds. The new MPP sections are designed to promote accountability and to ensure compliance with all applicable local, state, and federal laws and County rules and regulations. Training as to the proposed MPP sections and the CFM is currently underway. Command staff members are aware of these changes and the requirement that the Department come into full compliance.

As part of this effort, we are establishing a new MOA with each foundation and support group that works with the Department. As a result, pursuant to the CFM Section 16.1.3, the Department requests approval of the attached standard MOA, drafted in consultation with County Counsel, that will be used to formalize its relationship with foundations and support groups. The executed MOA will also be posted to the Department's transparency page.

Implementation of Strategic Plan Goals

Approval of this recommended action is consistent with the County's Strategic Plan, Goal III, Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Goal II, Strategy II.2.1, Reducing Violence in Communities. The Department's collaboration with these organizations and the resources they provide to both the Department and the community will support our efforts to develop comprehensive, place-based plans to reduce violence.

FISCAL IMPACT/FINANCING

There is no adverse fiscal impact, and the donations provided to the Department may assist the Department in addressing its needs without seeking additional County funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of each MOA shall commence upon execution by both parties and will remain in force for a period of five years unless terminated by either party in accordance with the MOA.

County Counsel has reviewed and approved the attached MOA as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department has the resources required to continue collaborating with these organizations.

CONCLUSION

Upon Board approval, please return one original adopted letter to the Department's Office of Constitutional Policing.

Sincerely,



ROBERT G. LUNA
SHERIFF

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES, LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AND

[FOUNDATION/ORGANIZATION NAME]

This Memorandum of Agreement ("Agreement") is made and entered into by and between the County of Los Angeles by and through the Los Angeles County Sheriff's Department ("County") and [ORGANIZATION NAME], a California nonprofit public benefit corporation [{"NAME ABBREVIATED"}], effective upon execution by both parties.

RECITALS

WHEREAS, the County is authorized by Government Code Section 25355 to accept gifts made to the County, or to or in favor of the Board of Supervisors in trust for any public purpose, and to delegate to any County officer the power to accept gifts made to or in favor of the County; and

WHEREAS, the County, through LASD, desires to establish cooperative relationships with community-based, nonprofit entities; and

WHEREAS, LASD is responsible for providing law enforcement and investigation services to a population of over 3 million residents in an area covering over 3,100 square miles, running the largest jail system in the United States, providing security at courthouses throughout the County, and performing numerous other public safety-related functions County-wide; and

WHEREAS, the corporate charter of [NAME] provides that its purpose is to raise funds and provide [MISSION AND GOALS];

WHEREAS, [NAME] and the LASD have worked collaboratively since [YEAR];

WHEREAS, [NAME] intends to solicit, receive and distribute funds for the direct or indirect benefit of LASD, its mission, and the community at large; and

WHEREAS, in furtherance of that objective, and to comply with current County policies and procedures, the County and [NAME] desire to clarify their relationship and generally define their respective roles and responsibilities pertaining to [NAME]'s activities in support of LASD;

THEREFORE, in consideration of the foregoing and the terms, covenants and conditions herein contained, the County and [NAME] agree as follows:

I. ROLES AND RESPONSIBILITIES

- a. [NAME] agrees that it will solicit funds and conduct fundraising activities in accordance with the terms of this Agreement, and that said funds will be used for the direct or indirect benefit of LASD, its mission, and the community at large.
- b. [NAME] agrees that it has read and understands the Core Values of the LASD, a copy of which is attached and incorporated into this Agreement as Exhibit A. [NAME] further agrees that it and its representatives, officers, volunteers, agents and employees will conduct themselves in a professional manner consistent with said Core Values when conducting any activities on behalf of LASD.
- c. The County agrees that [NAME] may use the name, and any related names, acronyms, logos, likeness and trademarks of LASD ("LASD Intellectual Property") in furtherance of its fundraising activities. [NAME] shall at all times use said LASD Intellectual Property in a professional, respectful and appropriate manner. Further, any such use shall be consistent with the most current version of LASD's Manual of Policy and Procedures (MPP). In no case may [NAME] use any LASD Intellectual Property in violation of California Penal Code sections 538d or 538e, or County Code section 5.64.310. [NAME] agrees that upon notice from LASD that LASD objects for any reason to a particular use of LASD Intellectual Property, [NAME] will immediately cease that particular use.
- d. LASD agrees to work collaboratively with [NAME] to support its fundraising activities, and such collaboration may include providing access to, and/or use of, LASD facilities in accordance with mutually agreed upon terms, the appearance and/or participation by Department personnel at [NAME] events, and other support as deemed appropriate by the Sheriff or his designee. [NAME] agrees that an LASD employee may attend [Name] board meetings in an advisory capacity only to facilitate a good working relationship. No County employee shall serve on the [NAME] board or in any other key [NAME] position or otherwise be involved in directing [NAME] operations unless prior approval has been obtained from the Los Angeles County Board of Supervisors.

II. CONDUCT OF BUSINESS BY [NAME]

- a. [NAME] agrees that its overhead and administrative cost will be no higher than the limits recommended as best practice by Charity Navigator or GuideStar who set the standards for non-profit organizations.

- b. [NAME] shall maintain its books in compliance with accepted accounting standards. Each year, prior to May 31st, [NAME] will deliver a copy of all its current tax filing documents, including but not limited to IRS Form 990, 990EZ, or 990-N, to LASD and the Los Angeles County Auditor-Controller.
- c. [NAME] Foundation shall require its board members and directors to sign a Conflict of Interest policy approved by the County.
- d. Upon termination of this Agreement by either party, [NAME] Foundation will immediately and permanently cease all use of LASD Intellectual Property, as well as any LASD or County property including but not limited to office space, supplies, identification badges, keys or facility access cards, and will return all such property to LASD.
- e. Upon termination of this Agreement by either party, [NAME] will immediately and permanently cease all fundraising activities and efforts conducted in the name of and/or referring to "Los Angeles County Sheriff" or "Los Angeles County Sheriff's Department." [NAME] may continue to function in accordance with its charter and by-laws, but will immediately and permanently cease all use of or referral to "Los Angeles County Sheriff" or "Los Angeles County Sheriff's Department" in its name or activities. Within ten (10) business days, [NAME] will reconcile its books and provide an accounting to the County. The County shall have 30 business days from the date it receives the accounting to object to any outstanding debts, invoices or encumbrances. If no objection is received by [NAME] by the end of that 10-day period, [NAME] will immediately pay off all then-existing debts, invoices, accounts payable or other encumbrances, and, within 30 days, remit all remaining funds in the possession of [NAME] that were raised on behalf of LASD to LASD. In the event the County objects to any outstanding debt, [NAME] will immediately pay off all outstanding debts with the exception of those objected to. [NAME] will then remit all funds in excess of those required to pay the remaining debt to the County. [NAME] and the County will then attempt in good faith to reach a mutually agreeable settlement as to the remaining debt with the involved creditor(s). Notwithstanding the foregoing, if funds are in the possession of [NAME] which were directed donations by a donor or donors for particular LASD needs or to a particular LASD station, LASD agrees that such funds will either be directed to such LASD needs or LASD station within 30 days or returned to the donor or donors. [NAME] agrees to work in good faith with LASD to communicate with donors who have directed their donations to allow the donations to remain with LASD.

III. AGREEMENT TERM

- a. This Agreement will remain in force for a period of five (5) years, at which time it may be extended by written amendment for an additional five (5) year period. Thereafter, the term of this Agreement may be extended every 5 years for an additional 5-year period upon written Amendment.
- b. Either party may terminate this Agreement upon ten (10) calendar days' written notice to the other party.

IV. RECORD RETENTION AND INSPECTION

- a. [NAME] agrees that authorized County (including but not limited to the County Auditor-Controller), State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any transaction, invoice, document, activity, timecard, or other record relating to this Agreement. Such material, including but not limited to all pertinent costs, accounting, and financial records, shall be retained by [NAME] of a period of five (5) years after the term of this Agreement.
- b. The County hereby retains the right to conduct, at any reasonable time, an audit and re-audit of the books, records, and business conducted by [NAME] and observe the operation of the business so that accuracy of the above records can be confirmed. The County reserves the right to require [NAME] to provide additional reports and record-keeping processes as County deems is reasonable.
- c. The County may, at any time but no more than once per calendar year, demand that XXX have an audit performed, at [NAME]'s expense, by an independent Certified Public Accountant. A copy of every audit of [NAME], whether performed pursuant to this paragraph or not, will be forwarded to the County within ten (10) calendar days of receipt thereof by [NAME].

V. ASSIGNMENT

[NAME] shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties.

VI. COMPLIANCE WITH APPLICABLE LAW

In carrying out all activities related to performance under this Agreement, [NAME] shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Agreement are hereby incorporated herein by reference.

VII. INDEPENDENT CONTRACTOR

[NAME] shall perform all activities under this Agreement as an independent contractor and neither [NAME] nor its employees shall be considered employees of the County by virtue of this Agreement. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and [NAME]. The employees and agents of one party shall not be construed to be employees and agents of the other party. Neither Party is authorized to act on behalf of the other for any purpose.

VIII. INDEMNIFICATION

[NAME] agrees to indemnify, defend, and hold harmless the County, its Special Districts, departments, agencies, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Agreement.

IX. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. [NAME] agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

X. AMENDMENTS

No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such change is in the form of a written Amendment duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

XI. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with [NAME]. This Agreement shall not restrict the County from entering into similar agreements with other entities.

XII. NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, address to the parties as identified below. The addresses and person to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party. All notices shall be delivered as follows:

Notices to [NAME]:
[Name, title, address]

Notices to the County:

XIII. VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

XIV. WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

XV. AUTHORIZATION WARRANTY

[NAME] represents and warrants that the person executing this Agreement for [NAME] is an authorized agent who has actual authority to bind [NAME] to each and every term, condition, and obligation of this Agreement and that all requirements of [NAME] have been fulfilled to provide such actual authority.

XVI. ENTIRE AGREEMENT

This Agreement, and any executed amendments hereto, constitute the complete and exclusive statement of understanding of the Parties which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement. No change or amendment to this

Agreement shall be valid unless prepared pursuant to Section X, Amendments, of this Agreement.

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the [NAME] has caused this Agreement to be executed on its behalf by its authorized officer, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Robert A. Luna, Sheriff

Date _____

[ORGANIZATION NAME]

By _____
[Name, Title]

Date _____

APPROVED AS TO FORM:
Dawyn R. Harrison
County Counsel

By _____
Deputy County Counsel