Council Meeting of
September 15, 2009

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police - Ratify a change to the term of a previously approved Memorandum of Understanding with the City of Los Angeles as fiscal agent of the Recovery Act Justice Assistance Grant. Expenditure: Not applicable.

RECOMMENDATION

Recommendation of the Chief of Police that City Council ratifies a change to the term of the Memorandum of Understanding with the City of Los Angeles as fiscal agent for the Recovery Act Justice Assistance Grant (JAG), for an updated term beginning March 1, 2009 and ending February 28, 2013.

FUNDING:

Not applicable.

BACKGROUND/ANALYSIS

On June 23, 2009, under item 8Q, Council approved a Memorandum of Understanding (MOU) with the City of Los Angeles as fiscal agent for the Recovery Act Justice Assistance Grant (JAG), for the period of March 1, 2009 through February 28, 2012; and the allocation of $145,409.12 in Recovery Act JAG funds to the Police Department's Cadet Program. The JAG funds will support the Cadet Program in its present form for almost two years. The Cadet Program provides valuable experience to college students interested in a career in law enforcement. Cadets work a variety of assignments including community outreach, report writing, preliminary investigations, and customer service.

The Department of Justice appointed the City of Los Angeles as fiscal agent to administer the Recovery Act JAG grant for all jurisdictions in Los Angeles County. As fiscal agent for the JAG grant, the City of Los Angeles retains a management and administration fee of ten percent (10%) of the funds awarded to each participating jurisdiction in Los Angeles County. Two cities have opted not to participate in this grant; their funds were reallocated to the other jurisdictions. The Torrance Police Department's gross award is $161,565.68. Less 10% to the City of Los Angeles, the net award is $145,409.12.

In August 2009, the City of Los Angeles notified their Recovery Act JAG sub-grantees that the original MOU listed an incorrect end date of February 28, 2012. The City of Los Angeles has forwarded a modified MOU listing a correct end date of February 28, 2013 for ratification.

Respectfully submitted,

JOHN J. NEU
Chief of Police

By: Kent Sentinella
Administrative Analyst

CONCUR:

John J. Neu
Chief of Police

LeRoy Jackson
City Manager

Attachment A: Memorandum of Understanding

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN JURISDICTIONS AND THE CITY OF LOS ANGELES RECOVERY ACT JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Memorandum of Understanding ("MOU") is made and entered into this 1st day of July 2009, by and among the City of Los Angeles, acting by and through its governing body, the City Council ("CITY"), and each of the jurisdictions and entities, severally and not jointly, whose names are set forth on Exhibit A attached hereto and whose signatures to this MOU are attached hereto, each acting by and through its respective governing body (which jurisdictions and entities are hereinafter collectively referred to as "Jurisdictions" and each individually as a "Jurisdiction"), the City and the Jurisdictions being located in Los Angeles County, State of California.

WITNESSETH

WHEREAS, this MOU is authorized pursuant to Section 23005 of the Government Code; and

WHEREAS, this MOU is authorized by the Los Angeles City Council and the Mayor of Los Angeles (refer to Council File 09-0648-S5 dated May 22, 2009) and the Jurisdiction's respective governing body (i.e. its City Council and Mayor or Board of Supervisors); and

WHEREAS, the United States Department of Justice, Office of Justice Programs' Bureau of Justice Assistance ("BJA") administers the U.S. Department of Justice, Recovery Act Edward Byrne Memorial Justice Assistance Grant ("JAG") Program; and

WHEREAS, BJA requires a Memorandum of Understanding ("MOU") between the Jurisdiction and City prior to allocating 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 JAG funds allocated to the Jurisdiction and to provide the Jurisdiction with the amount of JAG funds approved by BJA for use as approved by BJA under the American Recovery and Reinvestment Act of 2009 (the "Recovery Act");

NOW THEREFORE, the Jurisdiction and CITY agree as follows:

ATTACHMENT A

Section 1

The term of this MOU shall commence on March 1, 2009 and end February 28, 2013. Said term is subject to the provisions herein.

Section 2

Exhibit A to this MOU sets forth the amount of JAG funds allocated to each Jurisdiction by BJA. Upon the disbursement by BJA to the City of JAG funds allocated to the Jurisdiction, the CITY agrees to disburse to the Jurisdiction that amount set forth on Exhibit A as the "Disbursement Amount" for the Jurisdiction. The Disbursement Amount is the amount of JAG funds allocated to the Jurisdiction 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 JAG funds. The Jurisdiction agrees to use the JAG funds for those projects approved by BJA under the Recovery Act and the JAG program as set forth in the application for the JAG funds submitted by the City to BJA. Prior to disbursement of the Disbursement Amount of JAG funds to the Jurisdiction, the Jurisdiction agrees to enter into a contract with the City setting forth the Jurisdiction's and the City's assurances and obligations regarding the use of JAG funds, which shall include without limitation compliance with all applicable laws and reporting requirements under the Recovery Act in connection with the use of the JAG funds (the "Contract").

Section 3

Nothing in the performance of this MOU shall impose any liability for claims against the Jurisdiction other then 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

Nothing in the performance of this MOU shall impose any liability for claims against CITY 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 5

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 the Jurisdiction of a loss or reduction of Federal grant funds. Any change in the terms of this MOU, including any increase or decrease in the amount of JAG funds awarded, shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the parties.

Section 6

Upon the disbursement of funds to the Jurisdiction, the Jurisdiction shall provide performance reports on a quarterly basis demonstrating progress in achieving desired goals and outcomes in a form and manner as required under the JAG program and the Recovery Act. Such reporting requirements shall also be set forth in the Contract, which shall also provide dates on which these reports shall be submitted to the CITY.

Section 7

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 MOU as defined by Section 895 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 MOU, 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. The Jurisdiction 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 8

The parties to this MOU warrant that they will abide by all the Federal, State and other governmental rules and regulations applicable to the JAG funds and the Recovery Act. The Jurisdiction shall be liable to the City, as fiscal agent, for any sums spent under the JAG grant found to be ineligible by the State or Federal government. The Jurisdiction 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 9

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

Section 10

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.

Section 11

This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

ATTACHMENT A

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized the foregoing Memorandum of Understanding between the Jurisdiction whose execution is set forth below and the City of Los Angeles to be executed on the 1st day of July 2009.

CITY OF
(NAME AND Title)

By: _____

Date: _____

APPROVED AS TO FORM:
(JURISDICTION)
(NAME AND Title)

By: _____
(Title)

Date: _____

ATTEST:
(NAME AND Title)

By: _____
(Title)

Date: _____

Attach City Seal Below:

CITY OF LOS ANGELES
ANTONIO R. VILLARAIGOSA, Mayor

By: _____

Date: _____

Attach City Seal Below:

APPROVED AS TO FORM:
CITY OF LOS ANGELES
CARMEN TRUTANICH, City Attorney

By: _____
Deputy City Attorney

Date: _____

ATTEST:
JUNE LAGMAY, City Clerk

By: _____
Deputy City Clerk

Date: _____

Council File/CAO Number 09-0648-S5 Date: May 22, 2009

Said MOU is Number _____ of City Contracts

ATTACHMENT A

EXHIBIT A

JURISDICTION	ALLOCATED AMOUNT	10% DEDUCTION	DISBURSEMENT AMOUNT
AGOURA HILLS CITY	$21,764.22	$2,176.42	**$19,587.80**
ALHAMBRA CITY	$143,455.23	$14,345.52	**$129,109.70**
ARCADIA CITY	$71,330.16	$7,133.02	**$64,197.14**
ARTESIA CITY	$47,500.98	$4,750.10	**$42,750.88**
AZUSA CITY	$93,571.53	$9,357.15	**$84,214.38**
BALDWIN PARK CITY	$152,033.81	$15,203.38	**$136,830.43**
BELL CITY	$79,908.74	$7,990.87	**$71,917.87**
BELL GARDENS CITY	$124,391.48	$12,439.15	**$111,952.33**
BELLFLOWER CITY	$241,157.67	$24,115.77	**$217,041.90**
BEVERLY HILLS CITY	$67,676.39	$6,767.64	**$60,908.75**
BURBANK CITY	$122,644.29	$12,264.43	**$110,379.86**
CARSON CITY	$328,533.33	$32,853.33	**$295,680.00**
CERRITOS CITY	$77,049.88	$7,704.99	**$69,344.90**
CLAREMONT CITY	$37,333.58	$3,733.36	**$33,600.23**
COMMERCE CITY	$65,611.44	$6,561.14	**$59,050.29**
COMPTON CITY	$798,455.93	$79,845.59	**$718,610.33**
COVINA CITY	$95,318.72	$9,531.87	**$85,786.85**
CUDAHY CITY	$61,322.14	$6,132.21	**$55,189.93**
CULVER CITY	$90,553.29	$9,055.33	**$81,497.96**
DIAMOND BAR CITY	$55,284.66	$5,528.47	**$49,756.19**
DOWNEY CITY	$224,794.40	$22,479.44	**$202,314.96**
DUARTE CITY	$45,117.26	$4,511.73	**$40,605.53**
EL MONTE CITY	$321,701.94	$32,170.19	**$289,531.74**
EL SEGUNDO CITY	$16,839.41	$1,683.94	**$15,155.47**
GARDENA CITY	$230,354.75	$23,035.47	**$207,319.27**
GLENDALE CITY	$173,639.66	$17,363.97	**$156,275.69**
GLENDORA CITY	$33,679.82	$3,367.98	**$30,311.83**
HAWAIIAN GARDENS CITY	$71,489.54	$7,148.95	**$64,340.59**
HAWTHORNE CITY	$303,114.34	$30,311.43	**$272,802.90**
HERMOSA BEACH CITY	$28,595.62	$2,859.56	**$25,736.05**
HUNTINGTON PARK CITY	$275,472.01	$27,547.20	**$247,924.81**
INGLEWOOD CITY	$499,471.50	$49,947.15	**$449,524.35**
IRWINDALE CITY	$10,643.54	$1,064.35	**$9,579.19**
LA CANADA FLINTRIDGE CITY	$11,438.45	$1,143.84	**$10,294.60**
LA MIRADA CITY	$55,284.66	$5,528.47	**$49,756.19**
LA PUENTE CITY	$113,430.18	$11,343.02	**$102,087.16**
LA VERNE CITY	$33,202.67	$3,320.27	**$29,882.40**
LAKEWOOD CITY	$196,198.79	$19,619.88	**$176,578.91**
LANCASTER CITY	$599,080.52	$59,908.05	**$539,172.47**
LAWNDALE CITY	$104,374.45	$10,437.45	**$93,937.01**
LOMITA CITY	$50,995.37	$5,099.54	**$45,895.83**
LONG BEACH CITY	$1,627,573.43	$162,757.34	**$1,464,816.09**
***LOS ANGELES	$14,313,589.02	$1,431,358.90	**$12,882,230.12**
***LOS ANGELES COUNTY	$3,579,707.65	$357,970.77	**$3,221,736.89**
LYNWOOD CITY	$332,027.71	$33,202.77	**$298,824.94**
MALIBU CITY	$11,438.45	$1,143.84	**$10,294.60**

ATTACHMENT A

MANHATTAN BEACH CITY	$27,642.33	$2,764.23	**$24,878.10**
MAYWOOD CITY	$75,778.83	$7,577.88	**$68,200.95**
MONROVIA CITY	$64,658.15	$6,465.81	**$58,192.33**
MONTEBELLO CITY	$127,409.72	$12,740.97	**$114,668.75**
MONTEREY PARK CITY	$80,862.03	$8,086.20	**$72,775.83**
NORWALK CITY	$261,650.84	$26,165.08	**$235,485.76**
PALMDALE CITY	$488,351.82	$48,835.18	**$439,516.64**
PARAMOUNT CITY	$209,384.43	$20,938.44	**$188,445.98**
PASADENA CITY	$342,830.64	$34,283.06	**$308,547.57**
PICO RIVERA CITY	$148,538.42	$14,853.84	**$133,684.58**
POMONA CITY	$591,772.98	$59,177.30	**$532,595.68**
RANCHO PALOS VERDES CITY	$20,017.03	$2,001.70	**$18,015.33**
REDONDO BEACH CITY	$98,020.20	$9,802.02	**$88,218.18**
ROSEMEAD CITY	$113,906.32	$11,390.63	**$102,515.69**
SAN DIMAS CITY	$39,716.30	$3,971.63	**$35,744.67**
SAN FERNANDO CITY	$58,303.90	$5,830.39	**$52,473.51**
SAN GABRIEL CITY	$98,496.35	$9,849.63	**$88,646.71**
SANTA CLARITA CITY	$174,751.32	$17,475.13	**$157,276.19**
SANTA FE SPRINGS CITY	$68,947.44	$6,894.74	**$62,052.70**
SANTA MONICA CITY	$275,949.15	$27,594.92	**$248,354.24**
SIGNAL HILL CITY	$30,660.57	$3,066.06	**$27,594.51**
SOUTH EL MONTE CITY	$64,498.77	$6,449.88	**$58,048.89**
SOUTH GATE CITY	$255,772.74	$25,577.27	**$230,195.46**
SOUTH PASADENA CITY	$19,063.74	$1,906.37	**$17,157.37**
TEMPLE CITY	$36,698.06	$3,669.81	**$33,028.25**
TORRANCE CITY	$161,565.68	$16,156.57	**$145,409.12**
VERNON CITY	$23,353.04	$2,335.30	**$21,017.73**
WALNUT CITY	$23,353.04	$2,335.30	**$21,017.73**
WEST COVINA CITY	$184,442.58	$18,444.26	**$165,998.32**
WEST HOLLYWOOD CITY	$157,118.01	$15,711.80	**$141,406.21**
WHITTIER CITY	$152,510.96	$15,251.10	**$137,259.86**

***Los Angeles City and Los Angeles County will pool together their respective disbursement amounts and allocate from such pool $14,103,967.01 to be used for the Los Angeles Regional Interoperable Communications System ("LA-RICS"). The remainder of the $2,000,000 from such pool after the allocation will be split evenly between them for their respective use as approved under the JAG Grant.

The 10% deduction from all other jurisdictions will be added to the City's total for Management and Administration of the grant for a total of $1,623,493.50.