

MOU
City of Los Angeles and County of Los Angeles

Violence Prevention & Intervention

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this day of November 10, 2022, between the County of Los Angeles, acting by and through its Office of Violence Prevention ("OVP"), hereinafter referred to as "County", and the City of Los Angeles, acting by and through the Mayor's Office of Gang Reduction and Youth Development ("GRYD") and the Office of the Los Angeles City Attorney ("LACA"), hereinafter referred to as "City".

WHEREAS, community violence, including homicides, shootings, and aggravated assaults, has escalated in the Los Angeles region; and

WHEREAS, the cause of the Los Angeles region's increasing gun violence, which is mirrored in cities across America, is complex; and

WHEREAS, the complex factors relating to increasing gun violence may include: (1) a large number of firearms in our streets, fueled by an increase in gun purchases and easy online sales of ghost guns, (2) increased stress, anxiety, and disconnection attributable to the COVID-19 pandemic, which has caused disproportionate impacts on already disadvantaged communities (3) worsening gang conflicts, and (4) distrust between some communities and law enforcement; and

WHEREAS, GRYD, working with LACA, leads a comprehensive, collaborative, and community-based strategy to reduce gang-related crime and violence within City communities that contain the highest concentrations of violence, consisting of the 23 neighborhoods known as GRYD Zones; and

WHEREAS, GRYD programming strives to improve the overall health and well-being of youth, young adults, families, and communities and provide positive alternatives to promote prosocial decisions, while also investing in the overall health and well-being of GRYD provider staff and their capacity to deliver effective services; and

WHEREAS, the Los Angeles City Attorney's Office works to improve the quality of life in City neighborhoods by reducing gang activity, preventing gun violence, and standing up for residents; and

WHEREAS OVP, housed within the County's Department of Public Health, works to strengthen coordination, capacity, and partnerships to address the root causes of violence, and to advance policies and practices that are grounded in race equity, to prevent all forms of violence and to promote healing across all communities in Los Angeles County; and

WHEREAS, in furtherance of such goals, OVP monitors the trends and circumstances of violent deaths affecting Los Angeles County to inform decision makers and program planners about ways to prevent and reduce violence in the community, at home, and in the workplace; and

WHEREAS, OVP's Trauma Prevention Initiative ("TPI"), invests in community-driven public safety strategies in communities with the highest rates of violence (unincorporated communities and cities), including Street Outreach and Community Violence Intervention, Hospital Violence Intervention Programs, capacity building, and Community Action for Peace stakeholder networks, consisting of nine communities across the County; and

WHEREAS, TPI strives to promote the healing and well-being of communities impacted by violence and trauma, through meaningful community engagement to address the unique needs of communities and promote local leadership and positive community identity, investing in peer approaches and supporting self-care, healing, and career pathways and capacity building for community based organizations, and advancing systems change by aligning county services and initiatives and developing innovative practices; and

WHEREAS, the City and County believe that increased communication and collaboration between the two entities is essential to providing effective support of community based violence prevention and intervention efforts; and

WHEREAS, the City and County wish to enter into this MOU to set forth the terms and conditions of cooperation between City and County regarding gun violence prevention.

NOW, THEREFORE, in consideration of the above promises, and the mutual covenants and agreements herein contained, City and County agree as follows:

1.0 **Representatives of the Parties and Service of Notices**

1.1 Representatives of the Parties and Service of Notices

1.1.1 The CITY's representative is, unless otherwise stated in the Agreement:

Mayor's GRYD Office, Director Reginald Zachery

With a copy to: Asst. City Attorney Anne C. Tremblay

1.1.2 County's representative is, unless otherwise stated in the Agreement

LA County Office of Violence Prevention, Andrea Welsing, MPH

1.2 Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated upon delivery if personally delivered, or three (3) days after the date of mailing if mailed as of the date of mailing.

1.3 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) working days of said change.

2.0 **Term**

The term of this Agreement will be effective November 10, 2022, and will terminate on September 30, 2025. This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days prior written notice to the other party

3.0 **No Payment**

Neither City nor County shall owe any payment to one another under this MOU.

4.0 **Scope of Collaboration**

In furtherance of the objectives described in this MOU, City and County shall:

- Meet at least monthly at mutually agreeable times;
- Develop a joint work plan for the coordination of City and County efforts on violence prevention and intervention.

- Collaborate on the creation of a stakeholder group that will include a community violence review committee to collectively look at root causes of specific closed cases, particularly those at the borders of City and County jurisdictions, and recommend policy responses and programming to address the lessons learned.
- Collaborate in the development of a protocol for joint response for incidents/community outreach that impact both the City (GRYD) and County (TPI), including designated regional point of contacts, communications, and data tracking.
- Collaborate and share best practices for community-based events, including peace marches, the City's Summer Night Lights ("SNL") program, the County's Parks After Dark ("PAD") and other community events in support of violence prevention.
- Coordinate response to incidents of violence that take place within and impact both the City and County, and coordinate the sharing of data, as appropriate and permitted by applicable law, to track joint response incidents and activities.
- Provide assistance/information on gang related incidents on City and County borders to ensure both GRYD and TPI Contractors have as much real time information as possible to effectively prevent retaliatory violence.
- Collaborate on OVP and GRYD training opportunities to strengthen and increase capacity for staff and agencies contracted to perform gang intervention services by the City and County; develop a plan for joint training and professional standards.
- Share best practices and lessons learned from respective work in violence prevention and intervention, safe gun storage, gun violence restraining orders, alternative dispute resolution, victims' services, and supporting children exposed to gun violence.
- Cross refer youth for services among City and County contracted providers when needed to best support youth and families.
- Collaborate on community education for youth, parents, and school personnel in the areas of violence prevention and intervention (e.g., gun violence prevention and intervention awareness training/workshops, safe gun storage, gun violence restraining orders, alternative dispute resolution, victims' services, and supporting children exposed to gun violence).
- Collaborate on training of law enforcement partners with regard to violence prevention and intervention.
- Explore opportunities for additional initiatives to reduce and address gun violence in the region.

5.0 **Indemnification**

Pursuant to California Government Code section 895.4, *et seq.*, each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this Agreement.

6.0 **Waiver**

No waivers or any breach of this Agreement by either City or County shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

7.0 **Severability**

City and County agree that if any part, term, or provision of this Agreement is found to be invalid, illegal, or unenforceable, such validity, illegality, or unenforceability shall not affect other parts, terms or provisions of this Agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this Agreement are severable.

8.0 **Entire Agreement**

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employees of either party will affect or modify any of the terms and conditions of this Agreement. Any changes to the terms of this MOU must be agreed upon in a written amendment properly executed by both parties.


9.0 **Choice of Law**

This MOU and all aspects of the relationship hereunder between City and County shall be governed by the laws of the State of California.

10.0 Electronic Signatures

City and County agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format agreed upon by City and County) and sent by e-mail shall be deemed original signatures.

THE CITY OF LOS ANGELES,
A Municipal Corporation


By: 
ERIC GARCETTI
Mayor

Date: 11/09/2022

By: 
MICHAEL N. FEUER, City Attorney

Date: 11/8/22

COUNTY OF LOS ANGELES,

By: 
BARBARA FERRER, Ph.D., M.P.H, M.Ed.
Director


Date: Oct 27, 2022

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
BRENT NICHOLS
Deputy City Attorney

Date: 11/8/2022

APPROVED AS TO FORM:
BLAINE MCPHILLIPS
Senior Deputy County Counsel

By: 
BLAINE MCPHILLIPS
Senior Deputy County Counsel

Date: 10/27/2022

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:  

Date: 11/09/2022