

INTRADEPARTMENTAL CORRESPONDENCE

BPC # 15-0076
RECEIVED

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POLICE COMMISSION

March 20, 2015
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REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

[Handwritten Signature] 3/19/15
POLICE COMMISSION

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND THE LOS ANGELES POLICE DEPARTMENT

RECOMMENDED ACTIONS

1. That the Board REVIEW and APPROVE this report.
2. That the Board request the Mayor and Council to:
 - A. APPROVE the attached Memorandum of Agreement (MOA) for payment by the Housing Authority of the City of Los Angeles (HACLA) to the Los Angeles Police Department (LAPD), as a part of the Community Safety Partnership (CSP) program to increase and enhance the safety, security, and welfare of HACLA residents through the presence and relationships of LAPD officers deployed and assigned to the six public housing developments program sites of Ramona Gardens, Nickerson Gardens, Jordan Downs, Imperial Courts, Avalon Gardens and Gonzaque Village: and,
 - B. AUTHORIZE the Chief of Police to execute the attached MOA, on behalf of the City, with HACLA.
3. That the Board TRANSMIT the report concurrently to the Mayor and the City Council for their approval.

DISCUSSION

There exists the need in various public housing sites around the City of Los Angeles, to increase "community livability" to help promote the safety, security and welfare of residents of the sites. HACLA desires to establish a partnership with the LAPD to ensure dedicated, full-time law enforcement resources in six public housing developments. The LAPD desires to implement a CSP program policing model that relies on long-term assignment of police personnel to the program sites.

FISCAL IMPACT STATEMENT

The HACLA will reimburse the LAPD for the cost of services not to exceed One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000) per calendar year for five years from January 15, 2015 through December 31, 2019.

Should you require further information, please contact Captain Duane Hayakawa, Commanding Officer, Planning and Research Division, at (213) 486-0400.

Respectfully,



CHARLIE BECK
Chief of Police

Attachments

BOARD OF
POLICE COMMISSIONERS
Approved *March 24, 2015*
Secretary *Jay Pall*

**MEMORANDUM OF AGREEMENT
BETWEEN**

**The Housing Authority of the City of Los Angeles
AND
The Los Angeles Police Department**

This Memorandum of Agreement (“Agreement”) is hereby made and entered into as of January 1, 2015, by and between the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (“HACLA”) and THE LOS ANGELES POLICE DEPARTMENT (“LAPD”) (hereinafter individually or collectively referred to as the “Party” or “Parties”).

WHEREAS, there exists the need in various public housing sites around the City of Los Angeles, to increase “community livability” to help promote the safety, security, and welfare of residents of the sites as well as the surrounding communities; and

WHEREAS, HACLA desires to establish a partnership with the LAPD to ensure dedicated, full-time law enforcement resources in six public housing developments within the City of Los Angeles (Ramona Gardens, Nickerson Gardens, Jordan Downs, Imperial Courts, Avalon Gardens, and Gonzaque Village); and

WHEREAS, the LAPD desires to implement a *Community Safety Partnership* policing model that relies on long-term assignment of police personnel to the program sites to develop relationship-based policing by working with a variety of community stakeholders; and

NOW, THEREFORE, the parties agree as follows:

1. Purpose and Responsibilities of the Parties

The primary purpose of the Community Safety Partnership (“CSP”) program (“Program”) is to increase and enhance the safety, security, and welfare of HACLA residents through the presence and relationships of LAPD police officers deployed and assigned to the six public housing developments program sites of Ramona Gardens, Nickerson Gardens, Jordan Downs, Imperial Courts, Avalon Gardens, and Gonzaque Village (“Program Sites”). The secondary purpose of the Program is to provide ancillary resident and youth programs which support, directly or indirectly, the primary purpose.

A. HACLA’s Responsibilities

1. Provide an annual reimbursement sum not to exceed One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000) per calendar year for five years from January 1, 2015 through December 31, 2019. HACLA and LAPD further agree that any amounts of the funding that remain available after deducting CSP Team member compensation (calculated

annually), may be used for programming costs in accordance with the terms of the Agreement.

2. Maintain a HACLA Program Manager who will be the single fixed point-of-contact for all matters related to the Program and who has the authority to support program implementation.
3. Assist and support data collection for planning and evaluation purposes.

B. LAPD Responsibilities

1. Provide necessary base salaries of all LAPD personnel deployed for the Program.
2. Maintain an LAPD Program Manager who will be the single fixed point-of-contact for all matters related to the Program.
3. Establish LAPD Community Partnership Teams for each Program site on a full-time basis dedicated solely to their assigned development. However, at the discretion of the Area Commanding Officer, LAPD Community Partnership Teams may temporarily be deployed in any of the Program sites to support community activities, or for critical incidents or Citywide Unusual Occurrences. Each team for each Program site shall consist of ten (10) police officers and one (1) Sergeant II, with the exception of Avalon Gardens and Gonzaque Village, which will share one team of ten (10) police officers and one (1) Sergeant II. The officers shall operate under the direction and supervision of the Sergeant II assigned as the Team Leader. The Team Leader for Ramona Gardens will report directly to the Commanding Officer of Hollenbeck Area. The four Team Leaders in Nickerson Gardens, Jordan Downs, Imperial Courts, Avalon Gardens, and Gonzaque Village will report to a Lieutenant II Officer-in-Charge ("OIC") who will be responsible for overseeing the daily operation of these teams. The OIC will report directly to the Commanding Officers of Southeast Area. The fifty (50) police officer positions, five (5) Sergeant II positions, and the Lieutenant II position shall be assigned to the Program for the entire duration of the Program, or five years. In order to be assigned to the Community Partnership Team, the officers and supervisors must compete and be selected for Limited Tour Assignments for the advanced pay grades and/or bonus positions. If the officer or supervisor leaves the Community Partnership Team, he/she will lose the advanced pay grade and/or bonus pay unless he/she successfully competes for and attains an unfrozen, upgradable advanced-pay grade or bonus position. However, HACLA will not compensate any new upgraded, advanced-pay position unless the police supervisor and/or officer is assigned to the Program.
4. Each LAPD Community Partnership Team will be responsible, within existing funding resources and allocations, for the following duties within the Program site:
 - Enforce local, state, and federal laws.

- Develop a robust Safe Passage program to secure routes to and from school and after school activities, including parks and recreational facilities located within and near the respective housing developments.
- Develop partnerships with key stakeholders, including the Mayor's Gang Reduction and Youth Development ("GRYD") office, community service providers and advocates, Los Angeles Unified School District ("LAUSD") Police and administrators, and independent intervention agencies.
- Maintain safe public spaces for recreational and enrichment activities. Coordinate with school facilities and the City of Los Angeles Department of Recreation and Parks to do so.
- Utilize foot beats and bike patrols as a major component of the operational plan.
- Coordinate closely with Gang Enforcement Details and Narcotics Enforcement Details.
- Jointly, with the Community Safety Committee, conduct a semi-annual analysis of potential crime displacement to surrounding communities and make appropriate Program adjustments as necessary.

C. Joint LAPD – HACLA Responsibilities

1. The LAPD and HACLA agree to jointly assess community safety needs of residents, community assets and resources and violence dynamics.
2. The LAPD and HACLA agree to jointly develop a Community Safety Committee which shall meet no less than one time each month to plan, problem-solve and coordinate safety strategies. The Committee shall consist of site-specific LAPD CSP team member(s), residents, community stakeholders, community safety experts, and HACLA staff.
3. The LAPD and HACLA agree to jointly develop and implement site specific operational plans for each of the Program Sites. HACLA will defer to LAPD on developing and implementing those portions of the operational plans involving public safety issues. The remainder of those plans, including, without limitation, such items as social programming and services, will be developed and implemented through collaboration and mutual agreement.

2. Term

This Agreement is deemed executed as of the date of the last signature below (the "Effective Date") and shall remain effective for a period of five (5) years, at which time it shall expire unless extended by a written agreement executed by both parties. Not later than 30 days prior to the completion of the third year of the Agreement, HACLA and LAPD shall review the performance of the Program to date and determine whether or not it should be continued for the balance of the term of the Agreement. Prior to September 30 of the calendar year immediately preceding

the year for which reimbursement for LAPD services and program(s) delivery costs are demanded, the parties shall review the provisions of this Agreement and negotiate and document any mutually agreed upon changes or amendments. The Agreement may be terminated in writing upon 30 days prior written notice by either party.

3. Funding

Funding designated for the Program must be expended on direct program costs. HACLA agrees to provide a reimbursement sum in the amount not to exceed One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000) per calendar year over five years, or a total not to exceed Six Million, Two Hundred Fifty Thousand Dollars (\$6,250,000), to the LAPD for the CSP Team members. The LAPD agrees to fund the base salaries of all LAPD personnel deployed to the program, excluding overtime compensation for time and work directly associated with personnel deployment and assignment to HACLA CSP sites and officers' pay grade advancements.

Any additional costs related to this Program, including the coordination, data gathering, evaluation, strategic support and facilitation support, shall be negotiated between HACLA and the LAPD in advance of any commitment or obligation to pay by HACLA. HACLA will not be committed, obligated, or required to pay or reimburse the LAPD for any costs or expenses which have not been negotiated and agreed to by both parties in advance of any commitment or obligation to pay.

A. Payment Calculation

1. HACLA agrees to reimburse the LAPD for the deployment of police officers assigned to the Program. The LAPD agrees to deploy and assign police supervisors and officers to the Program and to the respective HACLA Program sites on a "primary duty" assignment basis and will limit the use of overtime compensation for regular or on-going deployment or assignment of LAPD personnel to this Program. The LAPD will fund the base salary of the officers and HACLA will reimburse for the cost of the pay grade advancement and/or bonus pay of the officers deployed, and for any cash overtime (with the exception of overtime not associated with the Program), in accordance with MOU 24 for Lieutenants and below, including premium pay for the MOU specified holidays for each officer deployed and consistent with the Fair Labor Standards Act. The overtime payment will be adjusted in accordance with the MOU in effect at the time the service is provided.
2. The LAPD will provide a summary spreadsheet with the invoice detailing the name, date, number of hours, amount paid to each officer, and other information to assist HACLA in processing the reimbursement to the LAPD.

3. Not later than thirty (30) days from the date of this Agreement, the LAPD will provide HACLA with a proposed budget for the first year of the term of the Agreement which budget will include the total expected costs for LAPD personnel and proposed or requested CSP-related programs. The LAPD will provide HACLA with a proposed annual budget by September 30 for the following calendar year and each calendar year thereafter, to include the same materials as called for in the first year budget. The annual budget shall reflect an expenditure plan that supports and maintains the monthly and annual costs of all LAPD personnel deployed or assigned to the Program and distinguishes between proposed costs/expenses for the Program's primary and secondary purposes. HACLA reserves the right to adjust LAPD's proposed budget expenditures for purposes of meeting the *primary purpose* of the Program and sustaining the community safety program through the end of the Housing Authority's fiscal year, December 31 of each year.

B. Billing Procedure

The LAPD will prepare monthly billings, coinciding with the Department's deployment periods, based upon the payment calculation guidelines set forth in this Agreement. The LAPD will submit to HACLA no later than 30 days after the end of the preceding deployment period a billing invoice listing the total reimbursement amount being requested, which includes the cost of the pay grade advancement and overtime rates for the employees that were deployed in accordance with the Agreement. The LAPD shall include the itemized overtime expenditures report as supporting documentation to the invoice.

The LAPD will submit all invoices with the supporting documents to:

Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, California 90057
Attention: Marlene Garza, Chief Financial Officer
Telephone: (213) 252-6190

Both parties recognize that each billing reflects the LAPD's actual costs for the preceding deployment period based upon the work performed by the employees and all overtime hours worked by sworn personnel during the billing period.

HACLA shall make a payment on the amount reflected in each billing and each payment shall be made no later than 30 days from the date of receipt of each billing.

The total reimbursement by HACLA for the Program may not exceed \$6,250,000 for five calendar years. No services will be provided by the LAPD

after the funds for the calendar year have been exhausted unless this Agreement is amended to increase the total funding level. The LAPD will provide HACLA with a monthly variance report measuring year-to-date actual expenses against both the total annual budgeted amounts and monthly proportioned allocated amounts. The LAPD will make necessary deployment and assignment and/or expenditure changes or adjustments to meet the *primary purpose* of the Program and sustain the program to the end of the Housing Authority's fiscal year, December 31 of each year.

C. Procedure for Disputed Billings

HACLA reserves the right to audit, dispute, or challenge any cost contained in the billing. HACLA must bring any disputed item to the attention of the LAPD within 60 days of the receipt of the billing. In the event that HACLA disputes the costs of any item in the billing, HACLA may withhold payment for the amount in dispute, and must pay the balance of the billing according to the routine payment schedule.

HACLA must, within 20 days of notifying LAPD of dispute, provide the LAPD, Fiscal Operations Division, a written statement listing the item(s) in dispute, the basis for the dispute, and any other information that it deems pertinent to the matter.

D. Resolution of Disputes

In the event of a billing dispute arising out of this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through informal discussions.

HACLA will pay to the LAPD within 30 days any amounts owed pursuant to the resolution of any dispute.

E. Auditing and Review of Financial Accounting

Both parties acknowledge that HACLA and the United States Department of Housing and Urban Development ("HUD") are required to provide proper accounting of their revenues and expenditures. Accordingly, during the term of this Agreement, and for three years after final payment, all books, accounts, and records of the LAPD relating to the services provided by this Agreement (whether performed by the City of Los Angeles, the LAPD, or a third party) will be subject to examination and audit by HACLA, HUD, or the Comptroller General of the United States, or their designees.

4. Statutes and Regulations

HACLA and the LAPD shall each comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of

Los Angeles and/or the City of Los Angeles. This includes all the same, as amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same program as the provision to which specific reference was made.

5. Assignment and Assumption

HACLA and the LAPD shall not assign any of its interests or obligations under this Agreement to any other party, without the prior written consent of the other.

6. Consents and Approvals

Any consent or approval of HACLA and the LAPD required under this Agreement shall not be unreasonably withheld. Any approval required under this Agreement shall be in writing and executed by any authorized representative for the party granting the approval.

7. Mutual Indemnification

A. Pursuant to Government Code Section 895.4 and 895.6, each party shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by more than one party, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

8. Default

Should HACLA or the LAPD fail, for any reason, to comply with the obligations of this Agreement the other party shall have the right to terminate this Agreement and/or pursue any other remedy allowed by law or in equity.

9. Waiver

Any waiver by HACLA or the LAPD of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by HACLA and the LAPD to take action on any breach or default of the other or to pursue any remedy allowed

under this Agreement or any applicable law. Any extension of time granted to HACLA or the LAPD to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by HACLA or the LAPD to any act or omission by the other shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for HACLA's or the LAPD's written consent to future waivers.

10. Conflicts of Interest

HACLA and the LAPD shall comply with all applicable local, state, and federal statutes, rules and regulations with respect to conflicts of interest.

11. Reporting Requirements

A. The LAPD, at such times and in such forms as HACLA may require, shall promptly and timely provide to HACLA such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Agreement when requested by HUD. (24 CFR 85.36(i)(7))

B. Not less frequently than on an annual basis, HACLA and the LAPD shall jointly present a report to HACLA's Board of Commissioners consisting of a review of the performance of the Agreement, including input from stakeholders, since the date of the Agreement or the date of the previous review of performance as applicable.

12. Notices

A. Notices, Demands and Communications

Formal notices, demands, and communications between HACLA and the LAPD shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of HACLA and the LAPD as follows:

For HACLA: Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, California 90057
Attn: Douglas Guthrie, President and CEO
Telephone: (213) 252-6190

For LAPD: Los Angeles Police Department
100 West First Street
Los Angeles, California 90012
Attn: Emada Tingirides, Sergeant II
Telephone: (213) 485-4251

13. Entire Agreement and Severability

If a court holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions shall not be affected. The Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written. This Agreement may not be amended unless in writing, signed by both parties.

14. Representations

Each party represents that: a) it will abide by all applicable federal, state, or local statutes or regulations; b) the individual signing this Agreement has the authority to do so; and c) it has the ability and authority to perform each of its obligations under this Agreement.

15. Governing Law

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this AGREEMENT as of the last written date below.

LOS ANGELES POLICE DEPARTMENT

By: 

CHARLIE BECK
Chief of Police

Date: 3/12/15

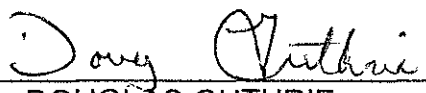
Approved as to form:
MICHAEL N. FEUER
City Attorney

By: 

H. HELEN YUN
Deputy City Attorney

Date 1/12/15

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES:

By: 

DOUGLAS GUTHRIE
President and CEO

Date: 1/5/10

General Counsel for the
Housing Authority of the City of Los Angeles