

## **INTRADEPARTMENTAL CORRESPONDENCE**

December 8, 2020

14.5

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**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 the Memorandum of Agreement (MOA) between the Housing Authority of the City of Los Angeles (HACLA) and the Los Angeles Police Department (LAPD).
2. That the Board requests the Mayor and Council to:
  - A. APPROVE the attached Memorandum of Agreement for payment by the HACLA to the LAPD as a part of the Community Safety Partnership (CSP) program to increase and enhance the safety, security, and welfare of the HACLA residents through the presence of, and relationships with, the LAPD officers deployed and assigned to the eight public housing developments program sites of Avalon Gardens, Gonzague Village, Imperial Courts, Jordan Downs, Nickerson Gardens, Pueblo del Rio, Ramona Gardens, and San Fernando Gardens; 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. The HACLA desires to continue its partnership with the LAPD to ensure dedicated, full-time law enforcement resources in eight public housing developments. The LAPD desires to continue the CSP policing model that relies on long-term assignment of police personnel to designated HACLA public housing sites.

## FISCAL IMPACT STATEMENT

The HACLA will provide the LAPD with an annual reimbursement sum in an amount not to exceed one million, seven hundred fifty thousand dollars (\$1,750,000) per CSP Program Year to continue to operate the CSP Program during the period of January 1, 2021 through December 31, 2025. The total reimbursement sum under the Agreement shall not exceed eight million, seven hundred fifty thousand dollars (\$8,750,000).

If you have any questions, please contact Captain Bryan D. Lium,  
Acting Commanding Officer, Risk Management and Policies Division, at (213) 486-0400.

Respectfully,

  
MICHEL R. MOORE  
Chief of Police

Attachments

BOARD OF  
COMMISSIONERS  
December 15 2020  
Secretary Maria Liza

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR  
DATE 12/9/20

December 8, 2020  
14.5

RECEIVED

DEC 09 2020

POLICE COMMISSION

**TO:** Chief of Police

**FROM:** Director, Office of Constitutional Policing and Policy

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

Attached for your review and signature are two originals of the Memorandum of Agreement (MOA) between the Housing Authority of the City of Los Angeles (HACLA) and the Los Angeles Police Department (LAPD). The HACLA desires to continue a partnership with the LAPD to ensure dedicated, full-time law enforcement resources in the eight public housing development program sites of Avalon Gardens, Gonzague Village, Imperial Courts, Jordan Downs, Nickerson Gardens, Pueblo del Rio, Ramona Gardens, and San Fernando Gardens. The LAPD desires to continue the Community Safety Partnership (CSP) program policing model that relies on long-term assignments of police personnel to the program sites. The HACLA will provide the LAPD with an annual reimbursement sum in an amount not to exceed one million, seven hundred fifty thousand dollars (\$1,750,000) per CSP Program Year to continue to operate the CSP Program during the period of January 1, 2021 through December 31, 2025. The total reimbursement sum under the Agreement shall not exceed eight million, seven hundred fifty thousand dollars (\$8,750,000).

This MOA was reviewed and approved by Deputy Chief Emada Tingirides, Commanding Officer, Community Safety Partnership Bureau; Assistant City Attorney Carlos De La Guerra, Office of the Los Angeles City Attorney; and Management Analyst Allison Ogtong, Fiscal Group.

Should you have any questions or require further information, please contact Captain Bryan D. Lium, Acting Commanding Officer, Risk Management and Policies Division, at (213) 486-0400.



LIZABETH RHODES, Director  
Office of Constitutional Policing and Policy

Attachments

# LOS ANGELES POLICE DEPARTMENT

**MICHEL R. MOORE**  
Chief of Police



**ERIC GARCETTI**  
Mayor

P.O. Box 30158  
Los Angeles, CA 90030  
Telephone: (213) 486-0400  
TDD: (877) 275-5273  
Ref #: 14.5

December 11, 2020

Douglas Guthrie, President and CEO  
Housing Authority of the City of Los Angeles  
2600 Wilshire Boulevard  
Los Angeles, California 90057

Dear Mr. Guthrie:

The Los Angeles Police Department (LAPD) recently reviewed and approved the Memorandum of Agreement (MOA) between the Housing Authority of the City of Los Angeles (HACLA) and the LAPD. The HACLA desires to continue a partnership with the LAPD to ensure dedicated, full-time law enforcement resources in the eight public housing development program sites of Avalon Gardens, Gonzague Village, Imperial Courts, Jordan Downs, Nickerson Gardens, Pueblo del Rio, Ramona Gardens, and San Fernando Gardens. The LAPD desires to continue the Community Safety Partnership (CSP) program policing model that relies on long-term assignments of police personnel to the program sites. The HACLA will provide the LAPD with an annual reimbursement sum in an amount not to exceed one million, seven hundred fifty thousand dollars (\$1,750,000) per CSP Program Year to continue to operate the CSP Program during the period of January 1, 2021 through December 31, 2025. The total reimbursement sum under the Agreement shall not exceed eight million, seven hundred fifty thousand dollars (\$8,750,000).

Enclosed are two originals of the MOA that are being sent to you for your signature. Once you have signed both documents, please return one original of the MOA to our Department in the enclosed self-addressed envelope.

If you have any questions, please contact Captain Bryan D. Lium,  
Acting Commanding Officer, Risk Management and Policies Division, at (213) 486-0400.

Respectfully,

  
**MICHEL R. MOORE**  
Chief of Police

Enclosures



**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 made and entered into as of the 1st day of January 2021, by and between the Housing Authority of the City of Los Angeles ("HACLA") and the Los Angeles Police Department ("LAPD"). Collectively, these entities shall be known herein as "Parties" or individually as "Party."

**RECITALS**

**WHEREAS**, there exists a continuing need at 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 continue its partnership with the LAPD to ensure dedicated, full-time law enforcement resources consisting of seven (7) Community Safety Partnership teams are specifically assigned to serve and protect the residents of its Ramona Gardens, Nickerson Gardens, Jordan Downs, Imperial Courts, Avalon Gardens/Gonzague Village, Pueblo Del Rio, and San Fernando Gardens public housing sites; and

**WHEREAS**, the LAPD desires to continue implementing a Community Safety Partnership policing model that relies on long-term assignment of police personnel to designated HACLA public housing sites; and

**WHEREAS**, the Parties desire to set forth the responsibilities of each Party as part this ongoing partnership.

**NOW, THEREFORE** the Parties hereto agree as follows:

1. **PURPOSE.** 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 of, and relationships with, LAPD police officers assigned to serve the HACLA public housing developments of Ramona Gardens, Nickerson Gardens, Jordan Downs, Imperial Courts, Avalon Gardens/Gonzague Village, Pueblo Del Rio, and San Fernando Gardens ("Program Sites"),<sup>1</sup> which are more fully identified in Exhibit A, "Program Sites and Community Safety Partnership Program Staffing," attached hereto and incorporated herein by reference. The secondary purpose of the Program is to provide ancillary resident and youth programs that bring the community together, as well as provide regular and

<sup>1</sup> As of date of signing of this Agreement, there are seven (7) CSP teams assigned to eight (8) HACLA public housing developments. Due to the relative sizes and locations of the two developments, one 10-officer CSP team and a team leader serves the Avalon Gardens and Gonzague Village public housing developments.

ongoing opportunities for residents and the CSP Program officers to build trust, interact collaboratively, and establish informal pathways to share feedback on safety issues, thus providing support, directly or indirectly, to the primary public safety purpose.

## **2. RESPONSIBILITIES OF THE PARTIES.**

### **A. HACLA's Responsibilities:**

1. The HACLA shall designate and maintain a HACLA Liaison who will be the single fixed point of contact for all matters related to the CSP Program and who will have the authority to support Program implementation.
2. The HACLA shall assist and support data collection for planning and evaluation purposes, as more fully set forth in Section 5, below.
3. The HACLA Program Site Managers, or their Designees, shall make themselves available to receive the site-specific Mission Plan pursuant to the agreed upon frequency, as discussed below. Program Site Managers shall be prepared to provide information to the CSP Team Leader relating to public safety and quality of life issues within the Program Site.
4. The HACLA shall develop partnerships with key stakeholders, including, but not limited to, the Mayor's Gang Reduction and Youth Development ("GRYD") office, community service providers and advocates, and independent intervention agencies.

### **B. The LAPD's Responsibilities:**

1. The LAPD shall designate and maintain an LAPD Liaison who will be the single fixed point of contact for all matters related to the CSP Program.
2. The LAPD shall establish LAPD Community Safety Partnership Teams ("CSP Teams") for each Program Site, each of which shall be dedicated on a full-time basis solely to the assigned Program Site. Each CSP Team shall be staffed and assigned to the Program Sites as set forth in Exhibit A, "Program Sites and Community Safety Partnership Teams," attached hereto and incorporated herein by reference. The LAPD shall endeavor to ensure that, to the extent practicable, all LAPD officers who accept the CSP Program assignment are assigned to the CSP Program for the entire Term of this Agreement. The HACLA will not compensate any new upgraded, advanced-pay position unless the police supervisor and/or officer is assigned to the Program. Promotion to a higher rank within the LAPD exempts an officer from remaining in the CSP Program.
3. Each LAPD CSP Team will be responsible, within existing funding resources and allocations, for the following duties within the assigned Program Site:
  - i. Enforce local, state, and federal laws.

- ii. Provide broad coverage at each of the Program Sites in accordance with written, site-specific Mission Plans, discussed below.
- iii. Each CSP Team shall prepare a weekly or daily written, site-specific Mission Plan for each Program Site that identifies the following information for each day on which CSP Officers are scheduled to work: (1) Deployment Plan, including, but not limited to number of CSP Officers on duty and deployed on the Program Site that week or day, the planned start and end of watch times for each day, daily patrol schedule, planned foot beats for each day, and, where possible, bike patrol areas for each day; (2) planned social programming sponsored and/or attended by CSP Officers for each day; (3) Program Site coverage for each day; and (4) any specific safety, quality of life, or other issues of concern that week or day.

Whether to utilize a weekly or daily Mission Plan shall be determined collaboratively by the CSP Team and the HACLA Program Site Manager.

Each CSP Team Leader, or his or her designee, shall personally or electronically deliver the Mission Plan to the HACLA Program Site Manager by or before 12:00 P.M. each Monday of the covered week (if utilizing a weekly Mission Plan) or each day on which CSP Officers are scheduled to work (if utilizing a daily Mission Plan), while also checking in verbally with the Program Site Manager to answer any questions, discuss any specific concerns, and to collaborate on daily officer deployment. The CSP Team Leaders shall make reasonable efforts to personally deliver the Mission Plans, but, in the event that hand-delivery of a Plan is not practicable on a given day, CSP Team Leaders may deliver the Plan to the Manager by electronic mail pursuant to the deadlines set forth above.

- iv. Each CSP Team shall make a good faith effort to maintain patrol coverage at each Program Site in accordance with the Deployment Plan contained in each Mission Plan. Each CSP Team will maintain a weekly closeout report that notes activities for each week and any divergence from or inconsistencies with the Deployment Plans. The LAPD shall provide the HACLA Program Manager and other authorized HACLA management staff access to the closeout reports upon reasonable request. The HACLA shall limit access to such records to authorized HACLA staff.
- v. Develop a robust program to secure routes to and from school and after school activities, including parks and recreational facilities located within and near the respective Program Sites.
- vi. Maintain safe public spaces for recreational and enrichment activities that bring community together, provide regular and ongoing opportunities for residents of all ages and the CSP Officers to build trust, interact collaboratively, and

establish informal pathways to solicit and share feedback on safety issues and concerns for the greater good of the community. The LAPD shall coordinate with school facilities and the City of Los Angeles Department of Recreation and Parks to do so.

- vii. Develop partnerships with key stakeholders, including, but not limited to, the Program Sites' respective Resident Advisory Councils ("RAC"s), the Mayor's Office of Gang Reduction and Youth Development ("GRYD"), community service providers and advocates, Los Angeles Unified School District ("LAUSD") Police and administrators, and independent intervention agencies.
  - viii. Coordinate closely with Gang Enforcement Details and Narcotics Enforcement Details.
4. At the discretion of the Commanding Officer, Community Safety Partnership Bureau ("CSPB"), LAPD CSP Team members may temporarily be deployed to any of the Program Sites to support community activities, or, in extenuating circumstances, to critical incidents or Citywide Unusual Occurrences outside the Program Sites. In no event shall CSP Officers be assigned or permitted to participate in long-term loans unless directly related to the CSP Program, on the condition that any such loan does not permanently change the number of officers on any CSP Team. A long-term loan is defined as a period of more than thirty (30) days.
5. The LAPD shall assist and support HACLA's efforts to maintain a safe and secure living environment for authorized residents of the Program Sites.
- i. The LAPD shall designate one or more contact person(s) at LAPD who will: (1) Serve as a liaison between HACLA investigation and legal staff and the broader LAPD; and (2) serve as a liaison between HACLA investigation and legal staff and other law enforcement agencies, e.g., the Los Angeles County Sheriff's Department or the Federal Bureau of Investigations ("FBI"), concerning arrests made at HACLA's public housing developments by said outside agencies.
  - ii. The HACLA investigators and LAPD shall reasonably coordinate dates and times for HACLA to conduct Compliance Verifications to ensure sufficient availability of LAPD personnel. The LAPD shall remain present during the Compliance Verifications to ensure the safety of the HACLA investigators.
6. At least once per Program Year, the LAPD shall provide all CSP Officers with training/retraining on the full, comprehensive wrap-around CSP Safety Model, as well as other related and relevant topics, including, but not limited to: implicit bias, cultural competency, conflict resolution, effective communication, and community policing. The LAPD shall provide HACLA with proof of training, including training dates, copies of training materials, and attendance sign-in sheets, upon request.

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 and implement weekly or daily Mission Plans for each of the Program Sites. HACLA will defer to LAPD on developing and implementing those portions of the 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 agreement with HACLA.
3. The LAPD and HACLA agree that, when practicable or required under the youth protection policies identified in section C.4 below, volunteers, vendors, and service providers who provide services under this Agreement at the Program Sites which require more than limited contact with or supervision of minors must undergo and pass a criminal background check, to the extent permitted by law, prior to commencing services.
4. The LAPD and HACLA agree to adhere to the policies and procedures established in LAPD's Department Manual and Youth Programs Manual, and HACLA's Youth Protection Policy for Service Providers when implementing oversight of and safety measures for youth activities, events, or programs which are material to this agreement. The LAPD and HACLA 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. The LAPD acknowledges HACLA has provided access to its Youth Protection Policy, which is posted on HACLA's public website at [www.hacla.org/forms](http://www.hacla.org/forms).
5. The LAPD and HACLA agree to jointly develop, implement and update an annual site-specific Strategic Safety Plan ("SSP") for each of the Program Sites, which will set forth broad policing and programming goals and objectives for the coming year consistent with the activities discussed throughout the Agreement. 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 with HACLA.
6. Pursuant to a mutually agreed upon schedule, the LAPD and HACLA agree to participate in the following meetings:
  - i. The LAPD CSP Leadership Team, which will include, but not be limited to, the CSP Bureau Captains, and CSP Sergeants, and HACLA Management, shall meet jointly during alternating months to problem-solve and coordinate programming/safety strategies, assess status of social programs and community outreach efforts, and public safety components of the CSP



Program across all Program Sites, and to review Quarterly Reports (discussed in Section 5 of this Agreement) when available. The LAPD shall ensure its CSP Leadership Team attends these meetings; and,

- ii. In the alternating months in which the CSP Leadership Team and HACLA Management are not scheduled to meet, the CSP Teams and HACLA Program Site managers shall meet jointly to plan, problem-solve and coordinate site-specific programming and safety strategies for the Program Sites, to review and assess compliance with Mission Plans, and to review deployment logs.

7. CSP Officers shall collaborate with the RAC's of each respective Program Site, including, but not limited to, as follows:

- i. The CSP Officers shall attend monthly RAC resident meetings where they shall present oral reports for their respective Program Sites that address onsite crime reports, CSP social programs, and CSP community outreach efforts.
- ii. Each CSP Team shall collaborate with the RAC at the respective Program Sites to plan and create an annual calendar of events for each Program Site.

8. The LAPD and HACLA agree that all requests and proposals for CSP Program funds shall first be approved by the LAPD Liaison before submission to HACLA for final approval.

9. Each Party agrees to provide proof of insurance for claims of bodily injury, personal injury, death and/or property damage to the other Party upon request.

10. In the event of any dispute concerning the LAPD-HACLA Joint Responsibilities, both Parties shall make good faith efforts to resolve the issue(s) or dispute(s) through informal discussions.

3. **TERM.** This Agreement is deemed executed as of the date first indicated above (the "Effective Date") and shall remain effective until December 31, 2025, at which time it shall expire unless extended by a written agreement executed by both Parties ("Term"). The HACLA, in consultation with LAPD, will conduct a review of the CSP Program prior to any extension or renewal of the Agreement.

4. **FUNDING.** Funding designated for the Program must be expended on direct program costs. HACLA agrees to provide LAPD with an annual reimbursement sum in an amount not to exceed One Million, Seven Hundred Fifty Thousand Dollars (\$1,750,000) per CSP Program Year over five (5) years, for a maximum reimbursement obligation to LAPD under this Agreement of Eight Million, Seven Hundred Fifty Thousand Dollars (\$8,750,000), as outlined below:

<u>Program Year</u>	<u>Maximum Annual Reimbursement</u>
Year 1: January 1, 2021-December 31, 2021	\$1,750,000
Year 2: January 1, 2022-December 31, 2022	\$1,750,000
Year 3: January 1, 2023-December 31, 2023	\$1,750,000
Year 4: January 1, 2024-December 31, 2024	\$1,750,000
Year 5: January 1, 2025-December 31, 2025	\$1,750,000

The HACLA will not reimburse any expenses above this maximum reimbursement obligation.

Throughout the Term of the Agreement, the LAPD and HACLA agree to collaborate regularly to ensure that Funding expended under this Agreement is divided adequately between active patrol and social programming activities at each Program Site, as may be detailed in an annual SSP for each Program Site.

The 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

The HACLA agrees to reimburse the LAPD for the cost of deployment of police supervisors and officers assigned to the CSP Program as follows:

1. The LAPD agrees to deploy and assign police supervisors and officers to the CSP Program at the respective HACLA Program Sites on a "primary duty" assignment basis.
2. The LAPD will be solely responsible for funding the base salary of each of the officers assigned to the CSP Program.
3. The HACLA will reimburse the LAPD for (1) the amount of the pay grade advancement and/or bonus pay of the officers deployed to the CSP Program, and (2) any cash overtime compensation for time and work directly associated with the CSP Program, in accordance with the LAPD 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.
4. The LAPD agrees to restrict the usage of the CSP's overtime funds (identified by LAPD as "Code-96") to sworn members of CSPB. The LAPD agrees that Code-96 overtime usage is restricted to a CSPB police officer's or supervisor's participation in events, incidents of crime, calls for service, police investigations, court cases (related to an arrest or incident directly related to any one of the CSP/HACLA sites), general CSP police services, and/or community programs directly related to or initiated in the designated CSP sites. The CSP overtime funds are not to be used as matter of routine, but rather in situations where overtime was necessary to complete a specified task directly related to the CSP Program as specified above. CSP Program-related overtime

pay will be adjusted in accordance with the LAPD MOU in effect at the time the service is provided.

5. The LAPD and HACLA agree that the MOA requires the LAPD maintain a team of ten (10) police officers and one (1) supervisor in each of the identified Program Sites. The sites located in Southeast Area shall require one (1) Assistant Officer in Charge (OIC). To fulfill this obligation, the LAPD may temporarily assign a police officer(s) or supervisor ("on-loan") to the CSP Program. Sworn personnel temporarily assigned to the CSP Program will be permitted to use CSP overtime (Code-96) as needed in accordance with the conditions and expectations set forth in this section. In addition, non-CSP Officers specifically trained to operate the LAPD camera system at the Program Sites may, from time to time, and with the approval of the HACLA Program Manager, use the Code-96 designation when specifically requested by a CSP Team to perform CSP-related camera monitoring or work.

B. Billing Procedure

The LAPD will prepare monthly billing invoices, coinciding with LAPD's deployment periods, based upon the Payment Calculation guidelines set forth in Section 4.A. of this Agreement, above. The LAPD will submit to HACLA, no later than 45 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, as supporting documentation to the billing invoice, a Billing Summary spreadsheet detailing the following information for each officer at each Program Site: (1) officer name, (2) dates worked, (3) number of regular duty hours for each date worked, (4) number of overtime hours for each date worked, (5) amount paid to each officer for regular duty, (6) amount paid to each officer for overtime duty, (7) itemization of overtime duties performed, and (8) other information to assist HACLA in processing the reimbursement to the LAPD.

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: Eric Brown, Director of Intergovernmental and Community Relations  
Telephone: (213) 252-1871

Copies to: Kieron Swaine, Resident Development Program Coordinator

The LAPD guarantees that each billing invoice and supporting documentation will reflect

the LAPD's actual costs for the preceding deployment period based upon the work performed by the LAPD officers and all HACLA-related overtime hours worked by sworn personnel during the billing period.

The HACLA shall make a payment on the amount reflected in each billing invoice 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 Eight Million Seven Hundred Fifty Thousand Dollars (\$8,750,000) over the Term of this Agreement. If the LAPD exceeds its annual budget for a given Program Year, HACLA may, at its discretion, opt to use funds from the succeeding Program Year's budget to cover this overage, depending on the availability of funds. Under no circumstances will HACLA increase the level of annual funding to cover budget overages incurred by the LAPD in a given Program Year. If the LAPD has funds left over in the budget at the end of a given Program Year, those funds may be rolled over for use in the succeeding Program Year, provided LAPD complies with the requirements as defined in Section 4.

C. Procedure for Disputed Billings

The HACLA reserves the right to audit, dispute, or challenge any cost contained in the billing. The 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.

The HACLA must, within 20 days of notifying LAPD of dispute, provide the LAPD Fiscal Group, a written statement listing the item(s) in dispute, the basis for the dispute, and any other information 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.

The 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 is 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 under 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, or its designees.

## **5. REPORTING REQUIREMENTS**

- A. The LAPD, at such times and in such forms as HACLA may require, shall, in a reasonably timely manner, 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. Within sixty (60) days of the end of each calendar year quarter (March 31, June 30, September 30, December 31) during the Term of this Agreement, the LAPD shall submit to the HACLA Program Manager a Public Safety and Crime Statistics Quarterly Report, in a reader-friendly format, containing the following information for each Program Site, broken down by month:
  - 1. Part I and Part II crime rates for:
    - a. Each Program Site identified in Exhibit 1
    - b. Each LAPD reporting area that includes each Program Site address identified in Exhibit 1
    - c. Overall City of Los Angeles broken out by LAPD Bureau
  - 2. Actual crimes committed for:
    - a. Each Program Site identified in Exhibit 1
    - b. Each LAPD reporting area that includes each Program Site address identified in Exhibit 1
    - c. Overall City of Los Angeles broken out by LAPD Bureau
  - 3. Crime reporting rates (as compared to previous year over month) broken out by crime for:
    - a. Each Program Site identified in Exhibit 1
    - b. Each LAPD reporting area that includes each Program Site address identified in Exhibit 1
    - c. Overall City of Los Angeles broken out by LAPD Bureau Overall

The goals are to track criminal activity at the Program Sites, as compared to the LAPD reporting areas containing the Program Sites and the City of LA as a whole for the same periods, and to gain awareness of long-term trends (i.e. over 1-year, 5-year, and 10-year periods).

- C. Within sixty (60) days of the end of each calendar year quarter (March 31, June 30, September 30, December 31) during the Term of this Agreement, the LAPD, in collaboration with HACLA staff and the HACLA Program Manager, will prepare a



Social/Enrichment Programming Participation Report, in a reader-friendly format, containing the following information for each Program Site, broken down by month:

1. Activity, Event and/or Program Name
2. Activity, Event and/or Program Date(s)
3. Activity, Event and/or Program Location
4. Whether the Activity, Event or Program is on-going or a one-time offering
5. Short Description of the Activity, Event and/or Program
6. Type of Social or Enrichment Opportunity (e.g., community building, training, safety, leadership, academic, health/exercise, social, cultural, etc.)
7. Total number of participants/persons in attendance
8. Participant gender/gender identity break out
9. Participant age break out

As part of requests for reimbursement submitted to HACLA, CSP Teams will provide the above information. The HACLA staff will work closely with LAPD to create an appropriate data collection mechanism and staff to assist with collecting the above information.

- D. As soon as available, and in any event within forty-five (45) days after the end of each Program Year during the Term of this Agreement, the LAPD shall deliver an annual CSP Program Status Report ("Annual Report") to HACLA's President/CEO. This report is to be prepared jointly by the HACLA/LAPD CSP Program Managers. Within sixty (60) days after the end of each Program Year during the Term of this Agreement, or as mutually agreed upon by the Parties, the LAPD shall make a Presentation to HACLA's Board of Commissioners ("Board") on the Annual Report at a public meeting of the Board. The Annual Report and Presentation shall provide for each Program Site, at a minimum: (1) a summary of the patrol and crime statistics and the social and enrichment activities, events and program reports submitted under Sections 5.A, 5.B. and 5.C of this Agreement, above; (2) an assessment and analysis of said data; (3) updates regarding implementation of the CSP Program at each of the Program Sites.

**6. TERMINATION.** Either Party may terminate this Agreement for cause or convenience upon thirty (30) days' prior written notice (the "Notice of Termination") to the other Party. The Notice of Termination shall specify the date upon which such termination becomes effective.

**7. STATUTES AND REGULATIONS.** The 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.

**8. MUTUAL INDEMNIFICATION.**

- A. Pursuant to Government Code Section 895.4 and 895.6, the Parties 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 during 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 in accordance with Government Code Section 895.2, which indicates that whenever public entities enter into an agreement, they are jointly and severally liable upon any liability which is imposed by any law upon any one of the Parties or upon any entity created by the agreement for injury caused by a negligent or wrongful act or omission occurring in the performance of the agreement.
- C. In the event of third-party loss caused by negligence, wrongful act or omission of both parties, 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.

**9. NOTICES.** Formal notices (including notice of termination and other notices to be given pursuant to this Agreement), demands, and communications between HACLA and the LAPD 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:

**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

**The LAPD:** Los Angeles Police Department  
100 West First Street, Mail Stop 400  
Los Angeles, California 90012  
Attn: Deputy Chief Emada E. Tingirides  
Telephone: (213) 486-7380

Either party may, by written notice to the other, designate a different address which shall be substituted for the one above specified. For purposes of this section, notice is deemed delivered upon receipt by personal service or upon deposit in the United States mail.

**10. CLARIFICATION AND/OR INTERPRETATION OF RESPONSIBILITIES.** During the Term of this Agreement, clarification and/or interpretation of responsibilities may be needed. When such situations cannot be resolved after consultations between the Parties, the matter will be brought to a committee composed of representatives from each Party to meet, discuss, and resolve the conflict.

**11. CONSENTS AND APPROVALS.** Any consent or approval of the Parties 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 of the Party granting the approval.

**12. CONFLICTS OF INTEREST.** The HACLA and the LAPD shall comply with all applicable local, state, and federal statutes, rules and regulations with respect to conflicts of interest.

**13. MISCELLANEOUS**

- A. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and commitments, whether oral or in writing. No oral understanding not incorporated herein will be binding on any of the Parties. This Agreement may be modified, altered, or revised, as necessary, by mutual consent of the Parties hereto by the issuance of a written amendment, signed and dated by the Parties.
- B. If any part of this Agreement is found to be illegal, unenforceable, invalid, or null and void, or is otherwise stricken, the remaining provisions of this Agreement will remain in force.
- C. 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.
- D. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, each party shall bear its own costs and expenses, including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.
- E. Each Party hereby represents that all necessary and appropriate actions of their governing bodies, as applicable, have been taken to make this Agreement a binding obligation of each of the Parties hereto. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purport to represent.
- F. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.
- G. Should interpretation of this Agreement or any portion thereof be necessary, it is deemed that this Agreement was prepared by the Parties jointly and equally and shall not be interpreted against either party on the grounds that the party prepared this Agreement or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Agreement

**IN WITNESS WHEREOF**, the Parties have agreed to the conditions of this Agreement as of the date first written above.

**LOS ANGELES POLICE DEPARTMENT**

**HOUSING AUTHORITY OF THE  
CITY OF LOS ANGELES**

By: \_\_\_\_\_  
MICHEL R. MOORE  
Chief of Police

By: \_\_\_\_\_  
DOUGLAS GUTHRIE  
President and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

**Approved as to form:**

By: \_\_\_\_\_  
MICHAEL FEUER  
Los Angeles City Attorney

By: \_\_\_\_\_  
JAMES JOHNSON  
General Counsel for HACLA

## EXHIBIT A

### Program Sites and Community Safety Partnership Teams

#### 1. CSP Program Sites and Team Staffing

The Program Sites shall be assigned a Community Safety Partnership Team as follows:

	HACLA Site	Address	# of CSP Officers Assigned	# of Team Leaders – Sergeant II
1	Avalon Gardens	701 E. 88 <sup>th</sup> Place Los Angeles, CA 90002	10	1
2	Gonzaque Village	1515 E. 105 <sup>th</sup> Street Los Angeles, CA 90002		
3	Imperial Courts	11541 Croesus Street Los Angeles, CA 90059	10	1
4	Jordan Downs	9800 Grape Street Los Angeles, CA 90002	10	1
5	Nickerson Gardens	1590 114 <sup>th</sup> Street Los Angeles, CA 90059	10	1
6	Pueblo del Rio	1801 E. 53 <sup>rd</sup> Street Los Angeles, CA 90058	10	1
7	Ramona Gardens	2830 Lancaster Ave. Los Angeles, CA 90033	10	1
8	San Fernando Gardens	10995 Lehigh Ave. Los Angeles, CA 91331	10	1
<b>Total</b>			<b>70</b>	<b>7</b>

Additionally, there will be a designated CSP Lieutenant II Assistant Officer-in-Charge (“OIC”) for the four (4) CSP Teams located in Southeast Area (Avalon Gardens/Gonzaque Village, Imperial Courts, Jordan Downs, and Nickerson Gardens).

#### a. Jordan Downs Redevelopment

The Housing Authority of the City of Los Angeles and its development partners, BRIDGE Housing and The Michaels Organization, are in the process of transforming the Jordan Downs public housing



community into a mixed-income, mixed use, environmentally friendly, vibrant urban village, conducive to healthy living and economically progressive conditions ("JD Redevelopment"). The redevelopment is proceeding in a series of phases whereby residents move into new buildings as they come on line. These newly redeveloped units will exist in the same general site footprint as the current public housing units until all phases are complete. As the redevelopment proceeds, arrangements for deployment of the CSP team at Jordan Downs, as well as funding considerations, will continue in a manner best suited to the evolving needs of residents and stakeholders. The current MOA recognizes the need for flexibility in CSP deployment patterns and funding sources as each successive phase reaches completion. The CSP Team assigned to the Jordan Downs Program Site will patrol the area identified in Exhibit A-1, attached hereto and incorporated herein by reference.

## **2. Reporting**

The four (4) team leaders for the four (4) CSP teams located in Southeast Area will report to the Assistant Officer in Charge, CSP-South Bureau, who will be responsible for overseeing the daily operations of those teams. The Assistant Officer in Charge will report directly to the Officer in Charge of CSP-South Bureau, who will report directly to the Commanding Officer of CSPB.

The team leader (supervisor) for the CSP-Ramona Gardens team will report directly to the Assistant Officer in Charge of CSP-Central Bureau. The Assistant Officer in Charge will report directly to the Officer in Charge of CSP-Central Bureau, who will report directly to the Commanding Officer of CSPB.

The team leader (supervisor) for the CSP-Pueblo Del Rio team will report directly to the Assistant Officer in Charge of CSP-Central Bureau. The Assistant Officer in Charge will report directly to the Officer in Charge of CSP-Central Bureau, who will report directly to the Commanding Officer of CSPB.

The team leader (supervisor) for the CSP-San Fernando Gardens team will report directly to the Assistant Officer in Charge of CSP-Valley Bureau. The Assistant Officer in Charge will report directly to the Officer in Charge of CSP-Valley Bureau, who will report directly to the Commanding Officer of CSPB.