

INTRADEPARTMENTAL CORRESPONDENCE

March 30, 2011
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 ACTION

1. That the Board of Police Commissioners APPROVE and TRANSMIT to the Mayor and City Council the Memorandum of Agreement between THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES AND THE LOS ANGELES POLICE DEPARTMENT.


DISCUSSION

The Housing Authority of the City of Los Angeles (HACLA) desires to establish a partnership with the Los Angeles Police Department to ensure dedicated, full-time law enforcement resources in four public housing developments (Ramona Gardens, Nickerson Gardens, Jordan Downs, and Imperial Courts) within the City of Los Angeles. The Department will implement a Community Safety Partnership policing model that will rely on long-term assignments of police personnel to the program sites to develop relationship-based policing by working with a variety of community stakeholders.

The attached Memorandum of Agreement (MOA) delineates the responsibilities of both the Department and HACLA in regards to the full-time deployment of Department resources in the housing developments. The MOA provides the Department with an annual reimbursement sum of one million dollars per calendar year for five years, which serves to compensate for overtime costs, programming costs, and paygrade advancements for officers assigned to the housing developments.

Should you have any questions regarding this matter, please contact Police Administrator III Gerald L. Chaleff, Special Assistant for Constitutional Policing, at (213) 486-8730.

Respectfully,



CHARLIE BECK
Chief of Police

Attachment



**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 this 1st day of January 2011, 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 four public housing developments within the City of Los Angeles (Ramona Gardens, Nickerson Gardens, Jordan Downs, and Imperial Courts); 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

WHEREAS, the LAPD and HACLA desires to establish a partnership with the Advancement Project Urban Peace Academy (AP UPA) to implement training, community stakeholder outreach and monitoring of the Community Safety Partnership Project; and

WHEREAS, the *Community Safety Partnership* program is consistent and supportive of the Housing Authority's *Core Strategies* (CS #1) and *Strategic Goals* of the HACLA Board of Commissioners;

NOW, THEREFORE, the parties agree as follows:

1. Purpose and Responsibilities of the Parties

The primary purpose of the Community Safety Partnership (CSP) 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 four public housing developments program sites of Ramona Gardens, Nickerson Gardens, Jordan Downs, and Imperial Courts. The secondary purpose of the CSP program is to provide ancillary resident programs which support, directly or indirectly, the primary purpose.

A. HACLA's Responsibilities

1. Provide an annual reimbursement sum not to exceed One Million Dollars (\$1,000,000) per calendar year, or Two Hundred Fifty Thousand Dollars (\$250,000) per CSP program site per calendar year for five (5) years, or a total not to exceed Five Million Dollars (\$5,000,000) over five years to the LAPD for program policing costs consistent with Section 3, Funding, below. The LAPD may reallocate funds and resources, upon written agreement from HACLA, between CSP program sites to address immediate, short-term, and specific program needs in accordance with the primary purpose of the CSP program.
2. HACLA will provide One Million Two Hundred Thousand Dollars (\$1,200,000) towards training, monitoring, programming and community outreach for the CSP program.
3. Identify and appoint a HACLA Program Coordinator 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.
4. 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 CSP program.
2. Identify and appoint an LAPD Program Coordinator who will be the single fixed point-of-contact for all matters related to the program.
3. Establish LAPD Community Partnership Teams for each CSP 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 CSP program sites to support community activities, or for critical incidents or Citywide Unusual Occurrences. Each team shall consist 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 three Team Leaders in Nickerson Gardens, Jordan Downs, and Imperial Courts will report to a Lieutenant II Officer-in-Charge (OIC) that will be responsible for overseeing the daily activities of these teams. The OIC will report directly to the Commanding Officers of Southeast Area. The forty (40) police officer positions, four (4) 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

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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 CSP 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 Department of Recreation and Parks to do so.
 - Coordinate with the LAPD's "Neighborhood Police Academy Program" and recruit community participants.
 - 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.

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C. Joint LAPD – HACLA Responsibilities

1. The LAPD and HACLA agree to jointly determine project needs for coordination, data gathering (e.g. surveys, focus groups), evaluation, facilitation and strategic support that may require external expertise.
2. The LAPD and HACLA agree to jointly secure the services of the Advancement Project to provide training agreed upon by both parties to the CSP officers assigned under this agreement. The cost associated with securing the Advancement Project for this training shall be incurred by HACLA. The Advancement Project will also coordinate and conduct data gathering agreed upon by both parties and consistent with the *Core Strategies and Goals* of the HACLA Board of Commissioners, to LAPD personnel assigned and deployed under this Agreement. The total costs for this service shall be incurred by HACLA, negotiated with the Advancement Project, who will propose the scope of the work to be completed.
3. The LAPD and HACLA agree to secure the services of the Advancement Project who will provide quality assessments, data collection and analysis, and strategic support to evaluate the performance of the CSP program, its benefits to the respective HACLA developments and surrounding communities, consistent with the *Core Strategies and Goals* of the HACLA Board of Commissioners, and provide strategies and recommendations for program improvement. The cost of the program performance evaluation shall be incurred 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.
4. The LAPD and HACLA agree to jointly plan and implement a community outreach and communication plan regarding the CSP program. The joint community outreach and communication plan will include, but will not be limited to, the joint release of press and media information and/or events, banner(s), notice(s), advertisement(s), etc., which are derived from the efforts or funding by either party for the CSP program. The use of names, logos, acronyms, descriptions of either party, or subunit of either party, to this Memorandum of Agreement will be of equal size, distinction, and prominence on all materials which describe, announce, or promote the efforts, events, and activities of the CSP program and/or its ancillary activities and programs.
5. The LAPD and HACLA agree to jointly assess community safety needs of residents, community assets and resources and violence dynamics.
6. The LAPD and HACLA agree to jointly develop a Community Safety Committee at each program site that meets at a minimum on a bi-weekly basis 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.

7. The LAPD and HACLA agree to jointly develop and implement a site specific operational plan for each of the program sites based on the needs assessment.

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. 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 notice by either party.

3. Funding

Funding designated for the CSP program must be expended on direct program costs. HACLA agrees to provide a reimbursement sum in the amount not to exceed One Million Dollars (\$1,000,000) per calendar year over five years, or a total not to exceed Five Million Dollars (\$5,000,000), 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.

All programming costs (e.g., community programs, sporting events, equipment, etc.) shall be negotiated and agreed upon in advance of any commitment or obligation to pay and may be paid by HACLA through available, unspent funds within this agreement or other available and discretionary HACLA funds. Any additional costs related to this CSP 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 CSP Program. The LAPD agrees to deploy and assign police supervisors and officers to the CSP program and to the respective HACLA CSP 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 (which includes one Lieutenant I, four Sergeants I, 20 Police Officers III, and 20 Police Officers II) and HACLA will reimburse for the cost of the pay grade advancement and/or bonus pay of the officers deployed (which includes one Lieutenant II, four Sergeants II, 20 Police Officers III+I, and 20 Police Officers III), and for any cash overtime (with the exception of overtime not associated with the CSP 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. The LAPD will provide HACLA with a proposed annual budget by September 30 for the following calendar year, to include the total expected costs for LAPD personnel and proposed or requested CSP-related programs. 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 CSP 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 document to the invoice.

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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: David L. Esparza, 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 each billing.

The total reimbursement by HACLA for the CSP program may not exceed \$6,200,000 for five calendar years. No services will be provided by the LAPD after the funds for the calendar year have been exhausted unless this contract 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 CSP 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 rights 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 immediately 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, 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 or HUD, 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

The LAPD shall hold harmless, indemnify and defend HACLA and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the LAPD or any of its officers, employees or agents in the performance of this MOA, except such damage as is caused by the sole negligence of HACLA or any of its officers, employees, servants, agents, successors or assigns.

HACLA shall hold harmless, indemnify and defend LAPD and its officers, employees, servants, agents, successors and assigns from any claim, demand, damage, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions

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of HACLA or any of its officers, employees or agents in the performance of this MOA, except such damage as is caused by the sole negligence of the LAPD or any of its officers, employees, servants, agents, successors or assigns.

HACLA does not, and shall not waive any rights that it may have against the LAPD by reason of the acceptance by the Authority, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this MOA. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

The LAPD does not, and shall not waive any rights that it may have against HACLA by reason of the acceptance by the LAPD, or the deposit with the LAPD, of any insurance policies or endorsements required pursuant to this MOA. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claim, demand, damage, liability, loss, cost or expense described above.

8. 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.

9. Conflicts of Interest

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

10. 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.

11. 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

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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: David L. Esparza, Chief Financial Officer
 Telephone: (213) 252-6190

For LAPD: Los Angeles Police Department
 100 West First Street
 Los Angeles, California 90012
 Attn: Patrick Gannon, Deputy Chief
 Telephone: (213) 485-4251

12. 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.

13. 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.

14. 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.

HACLA and LAPD

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

Los Angeles Police Department:

Housing Authority of the City of Los Angeles:

By: _____
Charlie Beck
Chief of Police
Los Angeles Police Department

By: _____
Ken Simmons
Interim President and CEO
Housing Authority of the
City of Los Angeles

Date: _____

Date: _____