

J. MICHAEL CAREY
City Clerk

FRANK T. MARTINEZ
Executive Officer

When making inquiries
relative to this matter
refer to File No.

04-0951

CITY OF LOS ANGELES

CALIFORNIA



JAMES K. HAHN
MAYOR

Office of the
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 978-1043
General Information - (213) 978-1133
Fax: (213) 978-1040

HELEN GINSBURG
Chief, Council and Public Services Division

September 15, 2004

PLACE IN FILES

SEP 16 2004

DEPUTY *g*

City Administrative Officer
Chief Legislative Analyst
Police Department
Board of Police Commissioners
Harbor Department
Board of Harbor Commissioners

RE: MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND
THE LOS ANGELES HARBOR DEPARTMENT TO PROVIDE AERIAL PATROLS DUE TO
INCREASED PORT SECURITY NEEDS

At the meeting of the Council held September 14, 2004, the following action
was taken:

Attached report adopted..... X
Attached motion () adopted..... _____
Attached resolution adopted..... _____
Ordinance adopted..... _____
FORTHWITH..... _____
Motion adopted to approve communication recommendation(s)..... _____

J. Michael Carey

City Clerk
jr

FP
OK
9/26/04



9/14

File No. 04-0951

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your

PUBLIC SAFETY

Committee

reports as follows:

	<u>Yes</u>	<u>No</u>
Public Comments:	XX	

PUBLIC SAFETY COMMITTEE REPORT relative to Memorandum of Agreement (MOA) between the Los Angeles Police Department and the Los Angeles Harbor Department to provide aerial patrols due to increased Port security needs.

Recommendation for Council action:

APPROVE the Memorandum of Agreement (MOA) between the Los Angeles Police Department (LAPD) and the Los Angeles Harbor Department (HD) to provide aerial patrols due to increased Port security needs.

Fiscal Impact Statement: None submitted by the Police Commission. Neither the City Administrative Officer (CAO) nor the Chief Legislative Analyst (CLA) has completed a financial analysis of this report.

(Commerce, Energy and Natural Resources Committee waives consideration)

Summary:

On April 20, 2004, the Police Commission approved the LAPD's request to approve an MOA between the LAPD and the HD to provide aerial patrols due to increase Port security needs. The HD requested that the LAPD's Air Support Division (ASD) periodically provide a helicopter and aircrew to monitor high-profile operations and critical sites. The MOA calls for ASD to provide aerial patrol service to the HD within two hours of the request by deploying personnel on an overtime basis. The LAPD reserves the right to deny the requested aerial patrol services, in the event there is a maintenance problem with the aircraft, a personnel shortage, or an unusual occurrence or tactical situation which takes precedence over the HD's request.

The Police Commission report indicates that the LAPD will be reimbursed by the HD for the aircrew's salary at the time and one-half rate outlined in the current Lieutenant and Below Memorandum of Understanding. The term of the MOA is 12 months and the total reimbursement by the LAHD for services provided may not exceed \$75,000 in any fiscal year. The Helicopter Maintenance Section of the General Services Department has indicated that, due to the relatively small number of flight hours devoted to the Port's needs, reimbursement will not be sought for related maintenance and operation costs.

Approval of the MOA will not only increase the level of security in the Port and provide additional airborne coverage for the Harbor Area, it will also allow the LAPD to be reimbursed for aerial patrol services, which, in many cases, are presently being provided at no cost to the HD.

At its regular meeting on June 7, 2004, the Public Safety Committee discussed this matter and concurred with the Police Commission recommendation to approve the MOA. This matter is now being forwarded to Council for consideration.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Cindy Misakowski

Ed P. Reyes

[Signature]

<u>MEMBER</u>	<u>VOTE</u>
MISCIKOWSKI	YES
REYES	YES
PARKS	YES
WEISS	ABSENT
ZINE	YES

AB
6-8-2004

RPT.
ADOPTED

SEP 14 2004

LOS ANGELES CITY COUNCIL

COUNCIL VOTE

Sep 14, 2004 12:00:46 PM, #9

ITEM NO. (8)

Voting on Item(s): 8

Roll Call

CARDENAS	Yes
GARCETTI	Absent
*GREUEL	Yes
HAHN	Yes
LABONGE	Yes
LUDLOW	Yes
MISCIKOWSKI	Absent
PARKS	Absent
PERRY	Absent
REYES	Yes
SMITH	Yes
VILLARAIGOSA	Yes
WEISS	Yes
ZINE	Yes
PADILLA	Absent

Present: 10, Yes: 10 No: 0

**PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION**

Council File No. _____

- | | | |
|-------------------------------------|--|-----------------|
| <input type="checkbox"/> | Council Member(s) _____ | |
| <input type="checkbox"/> | Mayor (with/without file) | (Mail Stop 370) |
| <input checked="" type="checkbox"/> | City Administrative Officer | (Mail Stop 130) |
| <input type="checkbox"/> | City Attorney / <i>CITY ATTY w/ BLUE SHEET</i> | (Mail Stop 140) |
| <input checked="" type="checkbox"/> | Chief Legislative Analyst | (Mail Stop 136) |
| <input type="checkbox"/> | Controller | (Mail Stop 183) |
| <input type="checkbox"/> | Personnel Department | (Mail Stop 391) |
| <input checked="" type="checkbox"/> | Police Department | (Mail Stop 400) |
| <input checked="" type="checkbox"/> | Board of Police Commissioners | (Mail Stop 400) |
| <input type="checkbox"/> | Fire Department | (Mail Stop 250) |
| <input type="checkbox"/> | Board of Fire Commissioners | (Mail Stop 250) |
| <input type="checkbox"/> | Department of Animal Regulation | (Mail Stop 105) |
| <input type="checkbox"/> | Board of Animal Regulation Commissioners | (Mail Stop 105) |
| <input type="checkbox"/> | Dept. of Building and Safety | (Mail Stop 115) |
| <input type="checkbox"/> | Board of Building and Safety Commissioners
Building Advisory Appeal Board | (Mail Stop 115) |
| <input type="checkbox"/> | Department of Social Service | (Mail Stop 700) |
| <input type="checkbox"/> | Board of Social Service Commissioners | (Mail Stop 700) |
| <input checked="" type="checkbox"/> | <i>Harbor Dept.</i> | |
| <input checked="" type="checkbox"/> | <i>Cmsn.</i> | |

PUBLIC SAFETY COMMITTEE
Report/Communication for Signature

Council File Number: 04-0951

Committee Meeting Date: 6-4

Council Date: _____

COMMITTEE MEMBER	YES	NO	ABSENT
Councilmember Cindy Miscikowski, Chair	/		
Councilmember <u>Reyes</u>	/		
Councilmember Weiss	AA		✓
Councilmember <u>Parks</u>	/		
Councilmember Zine	/		

Remarks approve MOA

A. Bass, Legislative Assistant ----- Telephone 978-1073

29
29

RECEIVED
CITY CLERK'S OFFICE

2004 MAY 12 PM 12: 17

BY _____
CITY CLERK
DEPUTY



TRANSMITTAL

TO	DATE	COUNCIL FILE No.
THE COUNCIL	MAY 11 2004	
FROM	COUNCIL DISTRICT	
THE MAYOR		

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

[Signature]
JAMES K. HAHN
MAYOR

PUBLIC SAFETY

COMMERCE ENGY & NAT RES

MAY 12 2004

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

DAVID S. CUNNINGHAM, III
PRESIDENT

ALAN J. SKOBIN
VICE PRESIDENT

RICK J. CARUSO
ROSE OCHI

JULIE VALENZUELA
COMMISSION EXECUTIVE ASSISTANT



JAMES K. HAHN
MAYOR

DANIEL R. KOENIG
EXECUTIVE DIRECTOR

ANDRÉ BIROTTE, JR.
INSPECTOR GENERAL

EXECUTIVE OFFICE
SUITE 144-150, PARKER CENTER
150 N. LOS ANGELES STREET
LOS ANGELES, CA 90012

(213) 485-3531 PHONE
(213) 485-8861 FAX

April 21, 2004

BPC #04-0167

The Honorable James K. Hahn
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attn: June Lagmay

Dear Mayor Hahn:

REQUESTING APPROVAL OF A MEMORANDUM OF AGREEMENT (MOA) BETWEEN
THE DEPARTMENT AND THE CITY'S HARBOR DEPARTMENT

At the regular meeting of the Board of Police Commissioners held Tuesday, April 20, 2004, the Board APPROVED the Department's MOA between the Department and the City's Harbor Department to provide aerial patrols due to increased Port security needs.

The Board requests that subject to your approval, this matter be forwarded to City Council.

Very truly yours,

BOARD OF POLICE COMMISSIONERS

JULIE VALENZUELA
Commission Executive Assistant II

Enclosure(s)

INTRADEPARTMENTAL CORRESPONDENCE

BPC 04-0167
NEXT
6E

March 30, 2004
16.1

TO: The Honorable Board of Police Commissioners

RECEIVED

APR 09 2004

FROM: Chief of Police

POLICE COMMISSION

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES HARBOR DEPARTMENT AND THE LOS ANGELES POLICE DEPARTMENT

Honorable Members:

It is recommended that the Board of Police Commissioners approve the attached Memorandum of Agreement (MOA) between the Los Angeles Harbor Department (LAHD) and the Los Angeles Police Department (LAPD). It is also recommended that the Board of Police Commissioners, upon approval, transmit the MOA to the Los Angeles City Council and the Mayor for their approval. Due to increased security needs in the Port of Los Angeles, the LAHD has requested that LAPD's Air Support Division (ASD) periodically provide a helicopter and aircrew to monitor high-profile operations and critical sites.

The MOA calls for ASD to provide aerial patrol services to the LAHD within two hours of the request by deploying personnel on an overtime basis. The LAPD reserves the right to deny the requested aerial patrol services in the event there is a maintenance problem with the aircraft, a personnel shortage, or an unusual occurrence or tactical situation which takes precedence over the LAHD request.

The LAPD will be reimbursed by the LAHD for the aircrew's salary at the time and one-half rate outlined in the current Lieutenant and Below Memorandum of Understanding. The term of the proposed MOA is 12 months, and the total reimbursement by the LAHD for services provided may not exceed \$75,000 in any fiscal year. Fiscal Operations Division will handle the accounting and billing services for this MOA.

The Helicopter Maintenance Section, Department of General Services, has indicated that due to the relatively small number of flight hours devoted to the LAHD needs, reimbursement will not be sought for related maintenance and operation costs.

The Honorable Board of Police Commissioners

Page 2

16.1

It is recommended that this MOA be approved as it will increase the level of security in the Port of Los Angeles, provide additional airborne coverage for LAPD's Harbor Area, and allow the LAPD to be reimbursed for aerial patrol services which, in many cases, are already being provided at no cost to the LAHD.

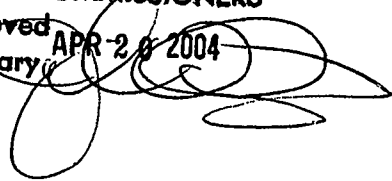
Respectfully,



WILLIAM J. BRATTON
Chief of Police

BOARD OF
POLICE COMMISSIONERS

Approved APR 28 2004
Secretary



Attachment

MEMORANDUM OF AGREEMENT NUMBER _____
BETWEEN
THE LOS ANGELES HARBOR DEPARTMENT
AND
LOS ANGELES POLICE DEPARTMENT
FOR AERIAL PATROL SERVICES

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by the Los Angeles Harbor Department ("Harbor Department") and the Los Angeles Police Department ("LAPD").

I. SERVICES TO BE PROVIDED

- A. The Los Angeles Harbor Department ("Harbor Department") has a need for aerial patrols due to increased Port security needs. The Harbor Department does not have sufficient trained personnel and equipment to provide aircraft resources to provide aerial patrol duties. The Harbor Department requests that the Los Angeles Police Department ("LAPD") provide supplemental police and aerial resources on a cash overtime basis.
- B. When requested by the Harbor Department, LAPD will assist the Harbor Department by providing aerial patrol services using the numbers of aircraft and at the locations determined by the Harbor Department. The request shall be initiated by the Harbor Department through the LAPD Air Support Division Watch Commander. LAPD agrees to provide such aircraft equipment and officers, if available, within two (2) hours from receipt of the request. LAPD reserves the right to decline providing the requested aerial patrol aircraft services in the event there is a maintenance problem with aircraft, staffing manpower shortage, or an unusual occurrence or tactical situation that takes priority over the Harbor Department request.
- C. LAPD will provide a properly equipped police aircraft capable of direct communication with the Port Police communication center, and no less than two qualified officers to operate said aircraft. The Harbor Department may place a Port Police Officer in the aircraft as a secondary observer subject to the approval of the on-duty Air Support Watch Commander. LAPD officers will remain under the command of LAPD supervisors at all times.
- D. The Harbor Department and LAPD agree that the officers will be deployed on an on-duty cash overtime basis. LAPD officers will be compensated at a rate consistent with the provisions of MOU 24 for Lieutenants and below, including payment for premium pay holidays for each officer deployed, and consistent with the Fair Labor Standards Act.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence upon execution by all parties hereto and shall terminate 12 months thereafter.
- B. Either party may terminate this Agreement by providing thirty (30) days written notice of termination to the other party. The Harbor Department will reimburse the LAPD for all services provided up until the effective date of termination of this Agreement.

III. PAYMENT FOR SERVICES RENDERED

A. Payment Calculation

The Harbor Department agrees to reimburse LAPD for the deployment of police officers on a cash overtime basis 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. Under the current MOU, Police Officer Pilots are compensated at a time and one-half rate of \$74.55 per hour. Police Tactical Flight Officers are compensated at a time and one-half rate of \$58.82 per hour. LAPD will provide a summary spreadsheet by deployment period detailing the name, date, number of hours and amount paid each employee, and other information to assist the Harbor Department in processing reimbursement to the LAPD.

B. Billing Procedure

1. LAPD will prepare all billings based upon the payment calculation guidelines set forth in this Agreement.
2. LAPD will submit to the Harbor Department no later than thirty (30) days after the end of the preceding quarter, a billing listing the total cost in detail. The total cost will include fees for services provided during the billing period. The bill will include billing adjustments resulting from previous amounts paid, including final actual costs and any credits.
3. The total reimbursement by the Harbor Department for services provided may not exceed \$75,000.00 in any fiscal year. No service will be provided after the funds for the fiscal year have been exhausted unless this contract is amended to increase the total funding level.
4. The parties assume that the aerial patrol services provided by LAPD will not increase aircraft maintenance and operation costs. LAPD reserves the

right to renegotiate this Agreement in the event such costs increase as a result of the services provided to the Harbor Department.

5. The parties recognize that the billings reflect LAPD's actual costs for the preceding quarter, based upon the overtime transactions processed. Accordingly, each billing will contain a line item titled "Adjustment of Actual Prior Costs" to reflect any necessary credit or additional amount owed to reconcile the prior invoices and payments based on more refined actual costs.
6. The Harbor Department must make a payment on the amount reflected in each billing for the previous quarter, with the first such payment to be made no later than thirty (30) days from the date of the last billing.

C. Procedure for Disputed Billings

1. The Harbor Department reserves the rights to audit, dispute, or challenge any cost contained in the billing. The Harbor Department must bring any disputed item to the attention of the LAPD within thirty (30) days of the receipt of the billing. In the event that the Harbor Department disputes the costs of any item in the billing, the Harbor Department may withhold payment for the amount in dispute, and must pay the balance of the billing according to the routine payment schedule.
2. The Harbor Department must immediately provide 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

1. Attempts to Resolve

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.

2. Payment of Resolved Disputes

The Harbor Department will pay to LAPD, within thirty (30) days, any amounts owed pursuant to the resolution of any dispute.

E. Auditing and Review of Financial Accounting

Both parties acknowledge that the City of Los Angeles is required to provide

proper accounting of its revenues and expenditures. Accordingly, during the term of this agreement, all books, accounts and other records of both parties relating to the services provided by this agreement (whether performed by the City or a third party) will be subject to examination and audit.

IV. INDEMNIFICATION

Pursuant to an action of the City Council (CF 85-1784) on April 17, 1991, it is agreed that the General Fund of the City will indemnify the Harbor Revenue Fund against loss or liability arising from the acts or omissions of the LAPD or their respective employees in the performance of this agreement excluding, however, claims or losses which are attributable to the tortious conduct of the Harbor Department or its officers, employees, contractors, licensees or invitees.

V. NOTICES

Official notices under this Agreement must be sent to:

Office of the Mayor
Attn: Chief of Staff
City Hall
200 North Spring Street, Room 303
Los Angeles, CA 90012

Office of the Mayor
Attn: Budget Director
City Hall
200 North Spring Street, Room 303
Los Angeles, CA 90012

President, Los Angeles City Council
200 North Spring Street, Room 465
Los Angeles, CA 90012

Los Angeles Harbor Department
Attn: Larry A. Keller
Executive Director
425 South Palos Verdes Street
San Pedro, CA 90731

Los Angeles Port Police
Noel Cunningham
Chief of Police
425 South Palos Verdes Street
San Pedro, CA 90731

Los Angeles Police Department
William J. Bratton
Chief of Police
150 North Los Angeles Street
Los Angeles, CA 90012

Los Angeles Police Department
Attn: Laura Filatoff
Commanding Officer, Fiscal Operations Division
150 North Los Angeles Street, Room 712
Los Angeles, CA 90012

[Signature page follows.]

IN WITNESS WHERE OF, the Los Angeles Harbor Department and Los Angeles Police Department have caused this Memorandum of Agreement to be executed by their duly authorized representatives.

LOS ANGELES HARBOR DEPARTMENT

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO
City Attorney

By _____
LARRY A. KELLER, Executive Director

By _____
[type in the name
and title of the CA]

Date _____

Date _____

LOS ANGELES POLICE DEPARTMENT

By  _____
WILLIAM J. BRATTON, Chief of Police

By _____
[type in the name
and title of the CA]

Date 4/7/2004

Date _____

ATTEST:

J. MICHAEL CAREY, City Clerk

By _____
Deputy City Clerk

Date _____

Agreement Number _____