

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

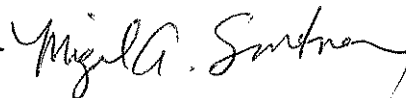
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Date: April 23, 2010

CAO File No. 0220-04062-0006  
Council File No. 10-0366  
Council District: All

To: The Council

From: Miguel A. Santana, City Administrative Officer



Reference: Board of Police Commissioners Transmittal dated March 2, 2010

Subject: **2009 ANTI- HUMAN TRAFFICKING GRANT**

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### SUMMARY

The Police Department requests authority to accept the 2009 Anti-Human Trafficking Task Force Recovery Act Program Grant in the amount of \$375,000 for the period of October 1, 2009 through September 30, 2012 from the California Emergency Management Agency (CalEMA). This grant will reimburse the City for 70 percent of the cost of one Management Analyst currently employed and funded by the Department, in addition to other expenses relating to the Human Trafficking Task Force.

The Los Angeles Metropolitan Task Force on Human Trafficking (LAMTF-HT) is a collaborative task force led by the LAPD which brings together the United States Attorney's Office, various other federal and state agencies, and a number of victim and social service organizations with the goal of identifying victims and convicting persons engaged in severe forms of human trafficking.

As part of the grant requirements, thirty-two percent of the total funding must be provided for the purpose of funding a non-governmental organization that serves the victims of human trafficking. The LAPD will sub-award \$120,000 to Coalition to Abolish Slavery and Trafficking (CAST). CAST is the only participating member of the LAMTF-HT, dedicated to providing human trafficking victims comprehensive long-term services which include social services, legal services, and outreach and training.

The LAPD will expend \$91,060 to pay for sworn overtime and \$89,016 will be used to pay for civilian salaries, fringe benefits, and overtime. The LAPD will expend \$32,854 to pay for outreach and media campaign materials. The LAPD will utilize \$18,750 for indirect, management and administration cost allowances and \$16,320 for travel expenses. Finally, the LAPD will spend \$6,000 for translation services and \$1,000 for supplies.

### RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Chief of Police, or his designee, to:
  - a. Retroactively submit and accept the 2009 Anti-Human Trafficking Task Force Recovery Act Program grant in the amount of \$375,000 for the period of October 1, 2009 through

September 30, 2012 from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance;

- b. Negotiate and execute the grant award agreement on behalf of the City and submit all necessary documents relative to the grant award, subject to the review and approval of the City Attorney as to form and legality;
  - c. Negotiate and execute a Professional Services Agreement on behalf of the City, with Coalition to Abolish Slavery and Trafficking (CAST) to provide comprehensive human trafficking victim services, for the period of October 1, 2009 through September 30, 2012 for a sum not to exceed \$120,000, subject to the review and approval of the City Attorney as to form and legality;
2. Authorize the Police Department to:
- a. Spend up to the grant amount of \$375,000 in accordance with the grant agreement;
  - b. Submit grant reimbursement requests to the grantor and deposit grant receipts in Fund 339, Department 70, account number to be determined;
3. Authorize the Controller to:
- a. Establish a grant receivable in Fund 339 in the amount of \$375,000 and establish an appropriation account, account number to be determined, titled "ARRA 2009 Anti-Human Trafficking Task Force Recovery Act Program" within Fund 339, Department No.70;
  - b. Increase appropriations, as needed, from Fund No. 339/70, ARRA 2009 Anti-Human Trafficking Task Force Recovery Act Program, account number to be determined to Fund No. 100/70 in the accounts and amounts as follows:

<u>Account #</u>	<u>Account Name</u>	<u>Amount</u>
1090	Overtime General	\$1,500
1092	Overtime Sworn	\$76,060

4. Authorize the LAPD to prepare Controller's instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize and instruct the Controller to implement the instructions.

### **FISCAL IMPACT STATEMENT**

Acceptance of this grant will reimburse the City for 70 percent of the cost of a Management Analyst staff position. The remaining 30 percent will be paid by existing budgeted resources within the Police Department. There is no additional impact on the General Fund.

MAS:JLK:04100113

Attachments

LOS ANGELES POLICE COMMISSION

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March 2, 2010

BPC #10-0103

The Honorable Antonio Villaraigosa  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
City of Los Angeles  
c/o City Clerk's Office

Dear Honorable Members:

RE: TRANSMITTAL OF THE GRANT APPLICATION FOR THE 2009 ANTI-HUMAN  
TRAFFICKING TASK FORCE-RECOVERY ACT PROGRAM

At the regular meeting of the Board of Police Commissioners held Tuesday, March 2, 2010, the Board  
APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

*Maria Silva*

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

0220-04062-0006

**OPERATIONAL AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES POLICE DEPARTMENT (LAPD)  
AND  
THE COALITION TO ABOLISH SLAVERY & TRAFFICKING (CAST)  
FOR  
THE LOS ANGELES METROPOLITAN TASK FORCE  
ON HUMAN TRAFFICKING**

This Operational Agreement is entered into between the City of Los Angeles Police Department (LAPD) and the Coalition to Abolish Slavery & Trafficking (CAST). This agreement outlines a cooperative effort to combat human trafficking.

**I. Purpose of Agreement**

This agreement establishes and delineates the mission of the Los Angeles Metropolitan Task Force on Human Trafficking (Task Force) in addressing the complex problem of human trafficking in the greater Los Angeles Metropolitan Area, which includes the City and County of Los Angeles; the respective duties of the LAPD and CAST; and the transfer of grant funds to CAST as a subrecipient of the 2009 Cal EMA Anti Human Trafficking Task Force Recovery Act Program, grant# ZH0901725 ("grant").

**II. Mission of the Task Force**

The mission of this task force is to increase the identification of trafficking victims through proactive law enforcement tactics, to increase the successful prosecution of traffickers through multi-jurisdictional law enforcement cooperation, to develop a practical service protocol, to develop and provide training and support for law enforcement to proactively identify, rescue, and place victims with service providers, and to ensure victim safety and access to needed services. Other members of the task force include the United States Attorney's Office (USAO) and the Legal Aid Foundation of Los Angeles (LAFLA).

**III. Composition of the Task Force**

**A. Participation**

The Task Force will consist of sworn and non-sworn employees of participating law enforcement agencies. Included among the participants are detectives, officers and civilian staff members of the participating agencies.

**B. Direction of Task Force**

Responsibility for the overall policy and direction of the Task Force shall rest with the USAO and the LAPD. The LAPD Robbery-Homicide Division will provide a staff member to serve as Program Manager. The Program Manager will coordinate with the USAO and the LAPD on matters of mutual concern relating to policy and direction of the program.

**C. Supervision of Task Force**

Day-to-day supervision of Task Force activities by its members at participating agencies is the responsibility of the respective agency heads or their designees.

**D. Personnel**

Decisions to dedicate and control personnel assigned to the Task Force shall remain with the participating agency heads or their designees, who will be kept fully apprised of all investigative developments by respective subordinates.

**E. Adding Participating Agencies**

Proposals to add new participating agencies to the Task Force may be made at any time by written notification to the Program Manager of the Task Force. Consideration of this matter will be included on the agenda for the next regularly scheduled Task Force meeting.

**IV. Operation of Enhanced Crisis Response/Task Force**

**A. LAPD Responsibilities**

As a collaborative partner in the Task Force, the LAPD will:

1. Continue to provide a staff member to act as Program Manager, under the direction of the Commanding Officer, Robbery-Homicide Division. The percentage of dedicated time will be contingent upon the grant award amount LAPD receives for this program.
2. Design a database for the collection and analysis of human trafficking data, including but not limited to numbers of victims identified, how and where victims were trafficked, services victims received, the involved agencies, suspect and prosecution information, as required under the grant award.
3. Assist the Task Force to develop and implement a training program, written protocols, and resource material to enhance the information/resource sharing among law enforcement and other service providers to identify and assist human trafficking victims.
4. Conduct an outreach strategy that will increase the public awareness of human trafficking as well as address how this crime can be eradicated.
5. Collaborate with federal law enforcement agencies and service providers in the identification and rescue of human victims and provide enhanced enforcement efforts (e.g. investigation, surveillance, search warrant service, and collaborating with other law enforcement agencies) in those communities and provide

- comprehensive services to victims.
6. Collect and report data that measures the Task Force results as required under this grant award. These reports shall include but not be limited to semi-annual progress reports, the final progress report, and financial reports.

**B. Coalition to Abolish Slavery and Trafficking (CAST) Responsibilities:**

As a collaborative partner in the Task Force, the CAST will:

1. Provide comprehensive services to victims, such as shelter, food, medical and mental health care, legal services, ESL training and employment.
2. Collaborate with participating agencies, as well as other local and federal governmental agencies and non-governmental agencies, working to prosecute criminal cases against traffickers and/or provide other victim services.
3. Provide practical training to participating agencies, and other government and non-governmental organizations that may come into contact with trafficked persons.
4. Conduct an inclusive strategy that both increases the public awareness of human trafficking and also promotes the dignity and freedom of trafficked persons through community outreach and media advocacy.
5. Provide interpreters for non-English speaking clients, including but not limited to Spanish and Asian/Pacific Islander languages.
6. Respond to requests for information for data relevant to program goals and results from participating agencies as determined by the City of Los Angeles.

**V. Transfer of Grant Funds**

As compensation for services provided under this agreement, CAST will be reimbursed an amount not to exceed \$120,000 to fund an Emergency Response Coordinator. These funds are derived from the grant specified in this agreement and awarded to the City of Los Angeles as the grant recipient. CAST will submit reimbursement requests including supporting documentation (e.g. payroll sheets, etc.) at the end of each quarter (i.e. January-March, April-June, July-September, October-December).

**VI. Non-Responsibility**

Individual agency members of the Task Force will not be responsible or liable for acts performed by personnel of other member agencies or other government or

Operational Agreement  
Los Angeles Metropolitan Task Force on Human Trafficking

non-governmental agencies in furtherance of or in relation to Task Force objectives or activities during the duration of this agreement. Each individual agency member of the task force agrees that it retains responsibility for the actions of its personnel in connection with Task Force activities.

**VII. Duration**

The term of this agreement is October 1, 2009 through September 30, 2012, but may last beyond these dates at the sole discretion of the City of Los Angeles contingent on the availability of funds for the Task Force. This agreement will enter into effect on the date of the last signature of the agency officials authorized to bind the agencies.

This agreement may be modified at any time by written consent of all involved agencies. Modifications to this agreement shall have no effect unless such modifications are in writing and signed by an authorized representative of the parties hereto.

Any participating agency may withdraw from the Task Force as any time by written notification to the Program Manager of the Task Force. Any such withdrawal shall be effective 30 days after delivery of written notification of withdrawal to the Program Manager.

We, the undersigned, have read and agree with this agreement. We are committed to work together to achieve the stated objectives of the proposed project.

\_\_\_\_\_  
CHARLIE BECK  
Chief of Police  
Los Angeles Police Department

Date \_\_\_\_\_

\_\_\_\_\_  
KAY BUCK  
Executive Director  
Coalition to Abolish Slavery & Trafficking

Date \_\_\_\_\_