

# LOS ANGELES POLICE COMMISSION

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POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

February 12, 2013

BPC #13-0053

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

Dear Honorable Members:

RE: AMENDMENT TO JOINT POWERS AGREEMENT FOR LOS ANGELES  
INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE  
(L.A. IMPACT)

At the regular meeting of the Board of Police Commissioners held Tuesday, February 12, 2013, 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

A handwritten signature in cursive script that reads "Maria Silva".

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

82

February 8, 2013

1.8

REVIEWED

TO: Honorable Board of Police Commissioners

FROM: Chief of Police

*[Signature]*  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

2/5/13  
DATE

SUBJECT: AMENDMENT TO JOINT POWERS AGREEMENT FOR LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT)

RECOMMENDED ACTIONS

- 1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this amendment.
- 2. That the Board TRANSMITS the attached Amendment to Joint Powers Agreement for Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) to City Council.

DISCUSSION

During the first year of operating as a Joint Powers Authority (JPA), it became apparent to the L.A. IMPACT Executive Committee that the adopted JPA required minor amendments to enhance the current and prospective membership of the JPA. Specifically, the two areas recognized as warranting amendment were: Associate member indemnity, and state contracting goals for disabled veterans' businesses. After careful review and discussion of these areas, the Executive Committee voted unanimously to seek endorsement from the member agencies to amend the current Agreement.

The Los Angeles City Attorney's Office has reviewed the amendment and deemed it as to be acceptable from a legal perspective. It is recommended that this Amendment be approved.

Please direct any questions or comments regarding this matter to Commander Kevin McCarthy, Detective Bureau, at (213) 486-7620.

Respectfully,

*[Signature]*

CHARLIE BECK  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS  
Approved *February 8, 2013*  
Secretary *Maria Silva*

Attachment

INTRADPARTMENTAL CORRESPONDENCE

January 17, 2013

14.5

**TO:** Chief of Police

**FROM:** Special Assistant for Constitutional Policing

**SUBJECT:** AMENDMENT TO JOINT POWERS AGREEMENT FOR LOS ANGELES  
INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK  
FORCE (L.A. IMPACT)

Attached for your review and signature is an Intradepartmental Correspondence, Form 15.02.00, to the Board of Police Commissioners to approve the Amendment to Joint Powers Agreement for Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (Amendment). The Joint Powers Agreement for Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force was approved by the Board of Police Commissioners and the City Council in 2011, and delineates the responsibilities of various participating agencies in regards to a coordinated law enforcement effort to address crimes involving drug trafficking and street gangs. The Amendment changes specific provisions regarding associate member identity and state contracting goals for disabled veterans' businesses.

The Amendment has been reviewed and approved by Detective Bureau and the Office of the City Attorney. A copy of the original Joint Powers Agreement has also been attached for your reference.

Should you have any questions or require further information, please have a member of your staff contact Captain III Carol J. Aborn Khoury, Commanding Officer, Planning and Research Division, at (213) 486-0400.



GERALD L. CHALEFF  
Special Assistant for Constitutional Policing

Attachments

AMENDMENT TO JOINT POWERS AGREEMENT  
FOR  
LOS ANGELES INTERAGENCY METROPOLITAN POLICE  
APPREHENSION CRIME TASK FORCE  
(L.A. IMPACT)

This Amendment to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Agreement ("Agreement") is made and entered into by and between those public agencies duly organized and existing, which are parties signatory to the Agreement and listed on Exhibit A to the Agreement.

**RECITALS**

**WHEREAS**, the Members have entered into the Agreement which formed the public entity known as the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority (hereinafter the "Authority"); and

**WHEREAS**, Members of the Authority contribute their own personnel to a cooperative pool of personnel to provide service to the Authority; and

**WHEREAS**, the Agreement provides that the state of California may join the Authority as a Member; and

**WHEREAS**, Government Code section 6522 provides that the contracting participation goals set out in the Military and Veterans Code section 999 *et seq.* are to become part of any joint powers agreement entered into by the State of California; and

**WHEREAS**, the Members wish to amend the Agreement to include the state's contracting participation goals.

**WHEREAS**, the Agreement provides in Sections 14.03 and 14.04 that each Member will indemnify the Authority as well as other Members for the general liability and worker's compensation liability caused by the Member's contributed personnel who perform law enforcement or support functions; and

**WHEREAS**, the Agreement provides in Section 14.06 that the Authority will indemnify the Members for the general liability caused by staff employed by the Authority; and

**WHEREAS**, the Agreement also authorizes the Authority to enter into Associate Member Agreements with any public agency upon the approval of the Board; and

**WHEREAS**, the Members wish to amend the Agreement to extend the indemnity provisions of Sections 14.03, 14.04 and 14.06 to Associate Members, provided that

Associate Members agree to indemnify the Authority, its Members, and its Associate Members in the same manner as Members under the Agreement.

**NOW THEREFORE**, in consideration of the foregoing, the Members agree to amend the Agreement as follows:

1. Section 5.01 paragraph (a) of Article 5 Powers shall be amended to read as follows: a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment. The participation goals specified in Article 6, of Chapter 6 of Division 4 of the Military and Veterans Code, commencing with section 999, will apply to contracts executed by the Authority.
2. Section 4.02 Contents of Associate Membership Agreement shall be amended by adding subsection "g" as follows:
  - g) Contain provisions to provide indemnity to the Authority, its Members, and other Associate Members, such as is set forth in the Agreement sections 14.03, 14.04 and 14.06.
3. Section 14.03 Member Indemnity for General Liability of Contributed Employee shall be amended to read as follows:

Member Indemnity for General Liability of Contributed Employee. Except as provided in Section 18.05, each Member shall protect, defend, indemnify, and hold free and harmless the Authority, the other Members and **Associate Members, and** their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the Member who is performing Authority law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

4. Section 14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee shall be amended to read as follows:

Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority, the other

Members **and Associate Members, and their respective** officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

5. Section 14.06 Authority Indemnity of Members shall be amended to read as follows:

Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members **and Associate Members**, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

6. All terms and conditions set forth in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment shall be effective upon the approval by a majority of the Members of the Authority. This Amendment may be signed in counterparts.

IN WITNESS WHEREOF, each Member has caused this Amendment to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

**City of Los Angeles Authorization**  
For Membership in the Amendment to the LOS ANGELES INTERAGENCY  
METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE  
(L.A. IMPACT)

IN WITNESS WHEREOF, the City of Los Angeles has caused this Joint Powers Agreement to be executed on its behalf by its duly authorized representative, the Chief of Police, on the date indicated below.

LOS ANGELES, CALIFORNIA

Dated: FEBRUARY 4, 2013

By  \_\_\_\_\_  
CHARLIE BECK  
Chief of Police

ATTEST:

APPROVED AS TO FORM:

JUNE LAGMAY  
City Clerk

CARMEN A. TRUTANICH  
City Attorney

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
HEATHER AUBRY  
Deputy City Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_