

INTRADEPARTMENTAL CORRESPONDENCE

BPC #15-0249

RECEIVED

JUL 9 2015

POLICE COMMISSION

REVIEWED

July 13, 2015  
1.17

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

**FROM:** Chief of Police

*Eva R. Vega* 7-30-15  
7-30-15

**SUBJECT:** TRANSMITTAL OF THE REPORT FOR FUNDING FOR THE 2015/16 JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA) PROGRAM

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the report concurrently to the Mayor and City Council, pursuant to Administrative Code Section 14.6(a), Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police to accept the grant award of \$393,799 from the Los Angeles County Probation Department (LACPD) for the 2015/16 Juvenile Justice Crime Prevention Act (JJCPA) program for the period of July 1, 2015 through June 30, 2016 (FY 2015/16);
  - B. AUTHORIZE the Chief of Police, or designee, to negotiate and execute the attached Memorandum of Agreement (MOA) for FY 2015/16 between the City of Los Angeles and the LACPD for the period of July 1, 2015 to June 30, 2016, for a total of \$393,799, subject to the approval of the City Attorney as to form and legality;
  - C. AUTHORIZE the Controller to set up the grant receivable and appropriate \$393,799 to appropriation account, account number to be determined, within Fund No. 339 for the receipt and disbursement of JJCPA grant funds;
  - D. AUTHORIZE the Los Angeles Police Department (LAPD) to spend up to the total grant amount of \$393,799 in accordance with the grant agreement;
  - E. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit the grant receipts in Fund No. 339, Department No. 70;

- F. AUTHORIZE the Controller to increase appropriations as needed, from Fund No. 339, Department No. 70, of the 2015/16 JJCPA appropriation account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account Name	Account #	Amount
Overtime, Sworn-Sworn Police	001092	\$343,799.00
Overtime, Civilian	001090	\$15,000.00
		Total \$358,799.00

- G. AUTHORIZE the LAPD to prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

## DISCUSSION

The LAPD has been participating in the JJCPA program since Fiscal Year 2001. It is administered by the LACPD and is a collaborative effort between public agencies and community-based organizations to serve the needs of potentially “at risk” youth. The main goal of the program is to provide prevention and intervention services to youth and their families.

The LACPD has selected the LAPD to participate for the eleventh year in the 2015/16 JJCPA program, providing \$393,799 in funding through the attached MOA for the period of July 1, 2015 to June 30, 2016. The LAPD will continue to provide appropriate services to the JJCPA program based on crime patterns and emerging crime trends to enhance the quality of life for youth and their families.

The LAPD will utilize \$358,799 of the \$393,799 funding to provide overtime to its Bureaus and the Cadet Program. The funding will allow the LAPD to continue its implementation of the “High Risk/High Need” and “Safe Passages/Safe Zones” programs, which are expected to reduce juvenile delinquency and crime. These programs aspire to maintain “Safe Passages/Safe Zones” in and around JJCPA sites for youth and their families to safely engage in daily activities, including attending school, and obtaining services from partnering agencies and community organizations. In addition, the LAPD will collaborate with the Los Angeles Unified School District to quell student conflict and unrest when they occur on JJCPA designated school campuses.

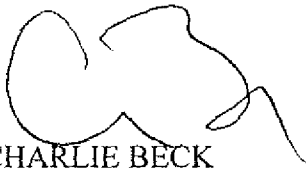
The LAPD will continue to provide enhanced patrol services in and around JJCPA sites, working with the community to identify and address problems of crime and disorder. Through directed patrol efforts, the LAPD will strive to deter gang members and others from engaging in criminal activities, while providing a sense of safety to youth and their families. In an effort to provide increased supervision to “High Risk/High Need” youth who are transitioning from probation camps to the community, the LACPD and the LAPD will continue working together to provide them with guidance and direction. Special attention will be given to those “High

Risk/High Need” youth who have not met, or will be in jeopardy of not meeting, their probation reporting requirements. Once the LACPD identifies the “High Risk/High Need” youth, they will work with the LAPD to conduct probation checks at the residences of youth in an effort to offer assistance and referrals for services from community partners. This approach, which attempts to be minimally intrusive, is intended to remind youth that someone cares and to ensure that they are not relapsing into old behavioral patterns. Borrowing from multi-systemic therapy, the attempt is to engage and empower family members who may not be aware of or may not know how to go about seeking services to assist their youth in making positive changes.

The LAPD has allocated the remaining \$35,000 in grant funds to the Cadet Program. Specifically, the LAPD will expend \$25,000 for the purchase of uniforms and \$10,000 for the purchase and/or lease of equipment and/or supplies, including food, and to obtain services from City approved vendors through the Department of General Services for the Cadet Program.

If you have any questions regarding this matter, please contact Chief Information Officer Maggie Goodrich, Commanding Officer, Information Technology Bureau, at (213) 486-0370.

Respectfully,



CHARLIE BECK  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS  
Approved August 4 2015  
Secretary *Maria Lee*

Attachments

Stella

**INTRADEPARTMENTAL CORRESPONDENCE**

BPC H15-0249  
RECEIVED

POLICE COMMISSION

REVIEWED

July 6, 2015  
1.17

**TO:** Chief of Police

**FROM:** Commanding Officer, Information Technology Bureau

\_\_\_\_\_  
DATE

**SUBJECT:** TRANSMITTAL OF THE REPORT FOR FUNDING FOR THE 2015/16 JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA) PROGRAM

Attached for your approval and signature is an Intradepartmental Correspondence to the Board of Police Commissioners seeking authorization to transmit a report to the Mayor and City Council. The report requests approval from the City Council and Mayor for the Los Angeles Police Department (LAPD) to accept the grant award of \$393,799 in funding from the Los Angeles County Probation Department for the 2015/16 JJCPA program for the period of July 1, 2015 through June 30, 2016. The LAPD is also seeking approval to execute a Memorandum of Agreement with the Los Angeles County Probation Department for the 2015/16 JJCPA program.

The LAPD will utilize \$358,799 in 2015/16 JJCPA funding to provide overtime to the operational Bureaus and the Cadet Program. The funding will allow the LAPD to continue its implementation of the "High Risk/High Need" and "Safe Passages/Safe Zones" programs, which are expected to reduce juvenile delinquency and crime. These programs aspire to maintain "Safe Passages/Safe Zones" in and around JJCPA sites for youth and their families to safely engage in daily activities.

The LAPD will also use \$35,000 of the grant award for the Cadet Program to provide \$25,000 for the purchase of uniforms and \$10,000 for the purchase and/or lease of equipment and/or supplies, including food, and to obtain services from City approved vendors through the Department of General Services for the Cadet Program.

If you have any questions regarding this matter, please contact Senior Management Analyst Stella Larracas, Officer in Charge, Grants Section, at (213) 486-0380.



MAGGIE GOODRICH, Chief Information Officer  
Commanding Officer  
Information Technology Bureau

**BOARD OF  
POLICE COMMISSIONERS**  
Approved August 4, 2015  
Secretary Maria Silva

Attachment

**Draft**

**MEMORANDUM OF AGREEMENT  
 BETWEEN  
 COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
 AND  
 CITY OF LOS ANGELES POLICE DEPARTMENT  
 FOR  
 THE JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)  
 HIGH RISK/HIGH NEED AND SAFE PASSAGES/SAFE ZONES PROGRAMS**

This Memorandum of Agreement (MOA) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the County of Los Angeles Probation Department (hereinafter referred to as County), and the City of Los Angeles Police Department (hereinafter referred to as Agency).

**WHEREAS**, the County has established the Juvenile Justice Crime Prevention Act (JJCPA) Program to reduce crime by promoting and providing services to at-risk and County youths and their families;

**WHEREAS**, the County, Agency, Los Angeles County Sheriff's Department, Los Angeles Unified School District, Los Angeles County District Attorney's Office, Los Angeles Superior Court, community-based organizations, and other agencies and organizations, contribute to the JJCPA Program (JJCPA Collaborative);

**WHEREAS**, on June 27, 2002, the County entered into a Memorandum of Agreement (MOA) with the Agency to implement the High Risk/High Need and Safe Passages/Safe Zones (HR/HN and SP/SZ) Programs, a component of the JJCPA for fiscal year 2001/2002;

**WHEREAS**, the County and Agency subsequently entered into additional one (1) year MOAs for operation of the HR/HN and SP/SZ Program for fiscal years 2002/2003, 2003/2004, 2004/2005, 2005/2006, 2006/2007, 2007/2008, 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2012/2013, 2013/2014, and 2014/2015;

**WHEREAS**, the County and Agency executed amendments to the MOAs for additional funding and enhancement for the HR/HN and SP/SZ Program during fiscal years 2003/2004, 2006/2007, and 2007/2008; and

**WHEREAS**, the County and AGENCY desire to enter into an MOA for fiscal year 2015/2016 for continuation of services rendered through the HR/HN and SP/SZ Programs.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

**I. PURPOSE**

The purpose of this MOA is to provide services to the JJCPA Program through implementation of the HR/HN and SP/SZ Programs. The HR/HN and SP/SZ Programs are aimed at reducing juvenile delinquency and crime as well as curtailing gang activity, gun violence and crime in areas that are in close proximity to schools, parks and housing developments.

**II. TERM**

The term of the MOA is for a one-year period beginning July 1, 2015 through June 30, 2016. Any additional renewals commencing after July 1, 2016 will be subject to approval by the County and Agency.

**III. FUNDING**

During the term of this MOA, the County will provide funding to the Agency in the amount of Three Hundred Ninety-Three Thousand Seven Hundred Ninety-Nine Dollars (\$393,799). These funds will be utilized by the Agency to operate the HR/HN and SP/SZ programs as detailed in Attachment A, Budget.

**IV. COUNTY RESPONSIBILITIES**

The County agrees, as resources allow, through the efforts of the Camp Community Transition Program, the Gang Unit, and School-Based Deputy Probation Officer IIs (DPO IIs), to provide any of the following services when appropriate:

- Make referrals to the Agency and track youth who have been referred and accepted into the Agency's HR/HN and SP/SZ Programs if they attend middle schools or high schools with an assigned Deputy Probation Officer (DPO);
- Attend monthly meetings of the partners of the JJCPA Collaborative;
- Coordinate efforts with the Agency to provide increased supervision to HR/HN youths transitioning from the camp to the community that have not met or will be in jeopardy of meeting the probation reporting requirements. They may perform "probation checks" at the homes of youths who are on probation as part of their effort to provide increased supervision. In an effort to facilitate the "probation checks", the County will provide the names and contact information of juvenile probationers who reside within the City of Los Angeles. The "probation checks" are intended to ensure that youths being serviced by the County are meeting the provisions of state and federal laws governing juvenile probationers;

- Coordinate efforts with the Agency to conduct curfew sweeps and truancy recovery operations for the HR/HN population, assessing and addressing issues pertaining to the following risk factors: school truancy, negative peer associations, and substance abuse; and
- Coordinate with the Agency to provide additional presence at designated JJCPA sites based on the Agency's evaluation of existing crime patterns and emerging crime trends.

#### V. AGENCY RESPONSIBILITIES

The Agency will select the sites to deploy resources based on existing crime patterns and emerging crime trends. To effectively reduce juvenile-based violent crimes and delinquency as well as to suppress gang activity, crimes, narcotic sales and trafficking, Alcohol and Beverage Control (ABC) violations, and illegal weapons possession and sales, the Agency will provide to the HR/HN and SP/SZ Programs the following services, as appropriate:

- Provide extra patrols and increased uniform presence in, around and/or in the proximity of the designated schools, parks, housing projects and other sites;
- Coordinate proactive and aggressive efforts with the County to provide increased supervision to HR/HN youths transitioning from the camp to the community that have not met or are in jeopardy of meeting the County reporting requirements;
- Conduct youth outreach activities through certain Agency Youth Programs as may be designated by the Agency;
- Perform truancy and curfew sweeps when appropriate;
- The Agency will make every effort to coordinate the curfew and truancy sweeps with the County to ensure that a DPO II will be present to assist in identifying youths who may require JJCPA services. During the operation of the joint task force, the Agency will transport detained curfew and truancy violators to a pre-designated location for processing and assessment by County staff. County personnel will subsequently meet with the detained juvenile(s) and their respective parent(s) to provide intervention services;
- Direct gang suppression efforts in support of this program by monitoring the activities of local gangs for crime, parole/probation or injunction violations, or narcotic and weapons violations, impacting violent crimes that result each year from the combination of gang activity and narcotic sales;
- Provide follow-up services to victims of violent crimes, gang shootings, murders and narcotic sales in the vicinity of designated parks, street corners

and/or other places frequented by gang members and juveniles in the targeted high crime/high need areas;

- Incorporate ABC and narcotic enforcement operations into prevention/intervention efforts by targeting and identifying licensees who illegally sell alcoholic beverages to minors, and by focusing on the sale and trafficking of illegal drugs at locations where juveniles assemble, hang around and/or patronize;
- Carry on operational activities and follow-up services to identify those responsible for gun trafficking, illegal weapons sales, and for perpetrating drive-by-shootings, in an effort to reduce drive-by-shootings and to stem gun violence around designated schools, parks and housing projects; and
- Attend monthly meetings of the partners of the JJCPA Collaborative.

#### **VI. CONFIDENTIALITY**

The County and Agency shall continue to maintain the confidentiality of all records and information relating to juvenile participants under this MOA. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable federal, State and County laws, ordinances, regulations, and directives relating to confidentiality. The County and Agency shall inform all their managers, supervisors, employees, and contractors providing services hereunder, of the confidentiality provision of this MOA.

In no case shall records or information pertaining to participants be disclosed to any person except designated County and Agency employees without the written permission of a Probation Director, or authorized representative.

#### **VII. FISCAL PROVISIONS**

The County shall make payments to the Agency for services, as itemized in the Attachment A, Budget, pursuant to this MOA. Such payments shall be made from the JJCPA funds. Any modification to the Budget that exceeds 10% of the total award amount shall be in writing and executed by both the County and Agency. Payment terms are as follows:

- The Agency shall submit monthly invoices that comply with the JJCPA 2015/2016-plan budget, approved by the State and expanded upon in the attached Attachment B, Project Plan.
- Invoices, with supporting documentation, shall be submitted by the 25<sup>th</sup> day of the following service month. All invoices shall be sent to the County's Fiscal Manager:



**Norma Cruz-Lawler  
Fiscal Manager  
Budget & Fiscal Services  
Probation Department  
9150 East Imperial Highway, Room, P-73  
Downey, CA 90242  
Phone: (562) 940-2680  
Fax: (562) 940-2459  
E-mail: Norma.Cruz@probation.lacounty.gov**

If an audit of the Programs covered in this MOA identifies and disallows ineligible costs, the Agency shall reimburse the County the amount of the over-payment.

#### **VIII. LIABILITY**

Each of the parties to this MOA is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOA, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The Agency certifies that it has adequate self-insured retention of funds to meet any obligation arising from this MOA.

#### **IX. BACKGROUND AND SECURITY INVESTIGATIONS**

The Agency shall be responsible for ongoing implementation and monitoring of the following Paragraphs 1 through 6, and ensuring compliance with the following:

1. The Agency shall conduct thorough background checks on all personnel employed by the Agency for this program.
2. The Agency shall ensure that the services of any volunteer for this program will not be utilized until the volunteer has completed the appropriate background review as required by state law.

3. The County and/or Agency reserve the right to preclude Agency/County employees from employment or continued employment of any individual for this contract service.
4. No personnel employed by the Agency for this program having access to County and/or Agency information or records shall have a criminal conviction record or a pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved in writing by the County.
5. No personnel employed by the Agency for this project shall be on active probation or parole within the last three (3) years.
6. The Agency and employees of the Agency shall be under a continuous obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

**X. SUSPENSION**

Either party may suspend all or part of the project operations for failure by the other to comply with the terms and conditions of this MOA by giving written notice, which shall be effective upon receipt.

- Said notice shall set forth the specific conditions of non-compliance and shall provide a reasonable period for corrective action.

**XI. TERMINATION**

This MOA may be terminated at any time, without cost, by either party upon giving at least thirty (30) days prior written notice thereof to the other. This MOA may be terminated if funding becomes unavailable.

**XII. AMENDMENTS**

This MOA may only be amended by mutual written consent of both parties. Neither verbal agreements nor conversations by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOA.

Any change to the terms of this MOA, including those affecting the responsibilities of the parties and/or the rate and/or the method of compensation shall be incorporated into this MOA by a written amendment that is properly executed.

**XIII. ENTIRE MOA**

This MOA contains the full and complete agreement between the two parties and is executed in three (3) identical originals, each of which is deemed to be an original. This MOA contains eight (8) pages and two (2) attachments that constitute the entire understanding and agreement of the parties.

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**IN WITNESS WHEREOF**, the County of Los Angeles and Agency have caused this MOA to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of the Agency warrants that he or she is authorized to bind the Agency, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOA.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

CITY OF LOS ANGELES  
POLICE DEPARTMENT

By \_\_\_\_\_  
JERRY E. POWERS  
CHIEF PROBATION OFFICER

By \_\_\_\_\_  
CHARLIE BECK  
CHIEF OF POLICE

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

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

APPROVED AS TO FORM AND  
LEGALITY:

MICHAEL N. FEUER  
CITY ATTORNEY

By \_\_\_\_\_  
DEPUTY/ASSISTANT CITY  
PRINCIPAL DEPUTY


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

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

ATTEST:

HOLLY L. WOLCOTT  
CITY CLERK

By  \_\_\_\_\_  
EDWARD L. HSU  
DEPUTY COUNTY COUNSEL

By \_\_\_\_\_  
DEPUTY CITY CLERK

Date: 7/6/2015

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

**ATTACHMENT A**

**BUDGET**

**JUVENILE JUSTICE CRIME PREVENTION ACT (JJCPA)**

Fiscal Year 2015-2016

	BUDGET
Overtime - sworn	\$343,799.00
Overtime - civilian	\$15,000.00
Uniforms	\$25,000.00
Supplies	\$10,000.00
<b>Total</b>	<b>\$393,799.00</b>