

TRANSMITTAL

To:

THE COUNCIL

Date:

JUN 14 2016

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



Eric Garcetti

Ana Guerrero

ERIC GARCETTI
Mayor

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

MATTHEW M. JOHNSON
PRESIDENT

STEVE SOBOROFF
VICE PRESIDENT

SANDRA FIGUEROA-VILLA
KATHLEEN KIM
ROBERT M. SALTZMAN

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
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

June 8, 2016

BPC #16-0175

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Mandy Morales

Dear Honorable Mayor:

RE: MEMORANDUM OF AGREEMENT BETWEEN LOS ANGELES DEPARTMENT OF
TRANSPORTATION AND LOS ANGELES POLICE DEPARTMENT

At the regular meeting of the Board of Police Commissioners held Tuesday, June 7, 2016, the Board APPROVED the Executive Director's report relative to the above matter.

This matter is being forwarded to you for approval. Please forward to City Council upon your 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

AGENDA DATE: JUNE 7, 2016

OPEN SESSION

ITEM 4-C

DEPARTMENT'S REPORT, dated June 1, 2016, relative to the memorandum of agreement between Los Angeles Department of Transportation and Los Angeles Police Department, as set forth. [BPC #16-0175]

Recommendation(s) for Board action:

1. APPROVE the Department's report and TRANSMIT to the Mayor and City Council.

Commissioner Saltzman moved, seconded by Commissioner Soboroff to APPROVE the Department's report and TRANSMIT to the Mayor and City Council. Unanimously adopted 5/0.

INTRADEPARTMENTAL CORRESPONDENCE

BPC #16-0175 JC

RECEIVED

JUN 01 2016

POLICE COMMISSION

M. M. Sefan
6/1/16

June 1, 2016
3.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN
LOS ANGELES DEPARTMENT OF TRANSPORTATION
AND LOS ANGELES POLICE DEPARTMENT

RECOMMENDED ACTIONS

1. That the Board REVIEW and APPROVE the Department's report and TRANSMIT to the Mayor and Council the attached Memorandum of Agreement (MOA) for the Los Angeles Police Department (LAPD) to provide law enforcement services to the City of Los Angeles, Department of Transportation (LADOT) public buses, stations, and stops, with emphasis on Downtown Area Short Hop (DASH); and,
2. That the Board AUTHORIZE the Controller to APPROPRIATE \$1,345,595 to a new account within the Fiscal Year 2016, Proposition A Local Return Fund No. 385, Transit Security Account No. to be assigned.
3. That the Board AUTHORIZE the Chief of Police to execute the attached MOA, on behalf of the City, with LADOT.

DISCUSSION

The LADOT has been allocated funds from Proposition C, the half-cent county tax that was passed in November 1990. It allocates 5% of Proposition C Funds to be used to improve transit security. The LADOT desires to establish a partnership with the LAPD to provide law enforcement transit security services on LADOT public buses, stations, and stops, with an emphasis on DASH in an effort to protect LADOT employees, patrons, and the property of the LADOT.

FISCAL IMPACT STATEMENT

The LADOT will reimburse the LAPD for the costs to provide law enforcement services. This appropriation will be created within the Proposition A Local Return Fund and does not expire at the end of Fiscal Year 2016. This appropriation will be transferred to the LAPD in the First Financial Status Report for Fiscal Year 2017. Any unspent amount will revert back to the Proposition A Local Return Fund No. 385 on June 30, 2017.

Should you require further information, please contact Commander Anne Clark, Assistant to the Director, Office of Administrative Services, at (213) 486-8420.

Respectfully,



CHARLIE BECK
Chief of Police

Attachments

**BOARD OF
POLICE COMMISSIONERS**
Approved *June 7, 2016*
Secretary *Marisa Pelton*

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

This Memorandum of Agreement (“Agreement”) is hereby made and entered into as of July 1, 2015, by and between the CITY OF LOS ANGELES DEPARTMENT OF TRANSPORTATION (“LADOT”) and the LOS ANGELES POLICE DEPARTMENT (“LAPD”) (hereinafter individually or collectively referred to as the “Party” or “Parties”).

WHEREAS, there exists the need to provide law enforcement services within the City of Los Angeles to the LADOT public transit buses, stations and stops to include Cityride, Commuter Express, and Downtown Area Short Hop (DASH), with emphasis on DASH; and,

WHEREAS, the LADOT desires to establish a partnership with the LAPD to protect LADOT employees and patrons, protect the property of the LADOT, and to apprehend and prosecute criminals; and,

WHEREAS, the LADOT and the LAPD will work together to identify problem areas and LAPD will deploy officers to targeted areas on buses, stations or stops; and,

WHEREAS, the LADOT desires the LAPD to provide a train-the-trainer course for counter terrorism with an emphasis on objects, packages and behavior; and,

NOW, THEREFORE, the parties agree as follows:

1. Purpose and Responsibilities of the Parties

The primary purpose of the Agreement is to provide law enforcement services to the LADOT’s transit buses, stations and stops to include Cityride, Commuter Express and DASH, with emphasis on DASH.

A. LADOT’s Responsibilities

1. The LADOT provide a reimbursement sum to LAPD not to exceed One Million, Three Hundred Forty Five thousand, Five Hundred Ninety Five Dollars (\$1,345,595) for Fiscal Year 2015-2016. LADOT agrees to authorize an amount similar annually as a reimbursement to LAPD to be utilized for law enforcement services in accordance with the terms of the Agreement.
2. The LADOT will collect and distribute data to identify problem areas.
3. The LADOT will utilize separate LADOT funds and resources for any public safety program or media campaign.

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

4. The LADOT will maintain a LADOT Program Manager who will be the single point-of-contact for all matters related to the Agreement and who has the authority to support the Agreement implementation. The LADOT designates the following person as the point-of-contact:

Chuck Hammerstein, Transit Security Analyst
City of Los Angeles, Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012
(213) 978-9770
Email: Chuck.Hammerstein@lacity.org

B. LAPD's Responsibilities

1. The LAPD shall provide law enforcement services within the City of Los Angeles to include, Cityride, Commuter Express, and DASH, with emphasis on DASH. LAPD may provide administrative support, however, LAPD shall not subcontract personnel unless prior approval is obtained from LADOT.
2. Uniformed officers will board LADOT buses citywide at varying locations and times. When school is in session, officers will board buses near school areas at the end of school hours to deter and apprehend suspects who commit crimes, with an emphasis on vandalism, graffiti, alcohol and drug violations, sexual battery, hate crimes, and battery.
3. Undercover officer(s) may be used as decoys and/or observers as needed in buses or at bus stops/stations.
4. The LAPD will provide a train-the-trainer counter terrorism course for LADOT personnel.
5. The LAPD will provide administrative support personnel to administer and support the provisions in this Agreement.
6. The LAPD will be responsible, within existing funding resources and allocations, for the enforcement of local, state and federal laws, within the LADOT transit buses, stations and stops.

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

7. The LAPD will maintain an LAPD Program Manager who will be the single point-of-contact for all matters related to the Agreement.

Director, Office of Operations
Los Angeles Police Department
100 West First Street
Los Angeles, CA 90012
(213) 486-0100

8. The LAPD will provide on a monthly basis a report on the hours expended for field and administrative duties, number of officers deployed, hourly rates and enforcement action taken.

2. Term

The term of this MOA will commence July 1, 2015, and shall expire on June 30, 2016. Unless, written notice is provided by one party to the other of non-extension of the MOA at least (30) days prior to June 30, 2016, this MOA shall be automatically extended for one year terms for no more than five (5) years from the initial term, unless at least thirty (30) days prior to the expiration of any one year extension, or until funds are depleted. Either party to this MOA will give to the other party written notice of termination effective as the expiration of that current one year term. Notwithstanding the above, either party may terminate this MOA with thirty (30) days written notice.

Not later than 30 days prior to the completion of the first year of the Agreement, LADOT and LAPD shall review the performance of the Agreement to date and determine whether or not it should be continued for the balance of the term of the Agreement. Prior to June 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. This Agreement is deemed executed as of the date of the last signature below.

3. Funding

Funding designated for the Agreement must be expended on direct law enforcement and administrative costs. The LADOT agrees to provide a reimbursement sum equal to the amount of the Proposition C 5% Security Funds allocation or until the funds are depleted, to the LAPD.

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

The LAPD agrees to fund the salaries of all LAPD personnel deployed. Any additional costs related to this Agreement, including the coordination, data gathering, evaluation, strategic support and facilitation support, shall be negotiated between LADOT and the LAPD in advance of any commitment or obligation to pay by LADOT. The LADOT 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. The LADOT agrees to reimburse the LAPD for the deployment of police supervisors and officers assigned to law enforcement services on the LADOT's transit buses, stations and stops. The LAPD agrees to deploy and assign police supervisors and officers to provide law enforcement services to LADOT's transit buses, stations and stops on an overtime assignment. The LAPD will fund the overtime salary of the supervisors and officers and LADOT will reimburse for the cost of the supervisors and officers deployed, in accordance with MOU 24 for Lieutenants and below, and consistent with the Fair Labor Standards Act.
2. The LAPD will provide a summary spreadsheet with the invoice detailing the number of personnel deployed, the number of hours utilized, and other information to assist LADOT in processing the reimbursement to the LAPD.
3. Not later than 30 days from the date of this Agreement, the LAPD will provide LADOT with a proposed budget for the first year of the term of the Agreement which will include the total expected costs for LAPD personnel.

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 LADOT no later than 30 days after the end of the preceding deployment period a billing invoice listing the total reimbursement amount being requested.

The LAPD will submit all invoices with the supporting documents to:

Chuck Hammerstein, Transit Security Analyst
City of Los Angeles, Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012
(213) 978-9770
Email: Chuck.Hammerstein@lacity.org

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

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 all personnel during the billing period.

The LADOT 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 receipt of each billing.

No services will be provided by the LAPD after the funds for the fiscal year have been exhausted unless this Agreement is amended to increase the total funding level. The LAPD will provide LADOT 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 Agreement and sustain the program to the end of the fiscal year.

C. Procedure for Disputed Billings

The LADOT reserves the right to audit, dispute, or challenge any cost contained in the billing. The LADOT must bring any disputed item to the attention of the LAPD within 60 days of the receipt of the billing. In the event that LADOT disputes the costs of any item in the billing, LADOT may withhold payment for the amount in dispute, and must pay the balance of the billing according to the routine payment schedule.

The LADOT must, within 20 days of notifying LAPD of dispute, provide LAPD's 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. LADOT 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 LADOT is required to provide proper accounting of their revenues and expenditures. Accordingly, during the term of this Agreement, and for three years after final payment, all books, accounts, and

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

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 LADOT, City Controller or the Attorney General of the United States, or their designees.

4. Statutes and Regulations

The LADOT 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

The LADOT 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 LADOT 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

a. Pursuant to Government Code Section 895.4 and 895.6, each party shall assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

b. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895.

c. In the event of third-party loss caused by negligence, wrongful act or omission by more than one party, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

8. Default

Should LADOT 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.

9. Waiver

Any waiver by LADOT or the LAPD of any obligation in this Agreement must be in writing. No waiver will be implied from any delay or failure by LADOT 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 LADOT 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 LADOT 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 LADOT's or the LAPD's written consent to future waivers.

10. Conflicts of Interest

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

11. Reporting Requirements

The LAPD, at such times and in such forms as LADOT may require, shall promptly and timely provide to LADOT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Agreement.

12. Amendments

This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification shall be binding unless it is in writing and signed by all parties.

13. Notices

Formal notices, demands, and communications between LADOT and the LAPD shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of LADOT and the LAPD as follows:

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

For LADOT:

Chuck Hammerstein, Transit Security Analyst
City of Los Angeles, Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012
(213) 978-9770
Email: Chuck.Hammerstein@lacity.org

For LAPD:

Director, Office of Operations
Los Angeles Police Department
100 West First Street
Los Angeles, California 90012
Telephone: (213) 486-0100

14. 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.

15. Representations

Each party represents that it will abide by all applicable federal, state, or local statutes or regulations. The individual signing this Agreement has the authority to do so; and it has the ability and authority to perform each of its obligations under this Agreement.

16. 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.

MEMORANDUM OF AGREEMENT
between
LOS ANGELES DEPARTMENT OF TRANSPORTATION
and
LOS ANGELES POLICE DEPARTMENT

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

LOS ANGELES POLICE DEPARTMENT

LOS ANGELES DEPARTMENT
OF TRANSPORTATION

By: 

CHARLIE BECK
Chief of Police
Los Angeles Police Department

By: _____
SELETA J. REYNOLDS
General Manager
Department of Transportation
City of Los Angeles

Date: 6-1-16

Date: _____