



County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

BOBBY D. CAGLE
Director

BRANDON T. NICHOLS
Chief Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 December 3, 2019

Board of Supervisors

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December 03, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

REQUEST FOR APPROVAL OF AN AGREEMENT WITH THE CITY OF LOS ANGELES POLICE DEPARTMENT TO LOCATE AND RECOVER COMMERCIAL SEXUALLY EXPLOITED CHILDREN

(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) requests your Board's approval for an Agreement with the City of Los Angeles Police Department (LAPD) to fund overtime costs associated with the deployment of LAPD personnel to locate and recover children or youth identified as Commercially Sexually Exploited Children (CSEC), CSEC at-risk minors, and Non-Minor Dependents (NMD) missing within the jurisdiction of the LAPD; to determine if the child or youth was a victim of commercial sexual exploitation (CSE) while missing, and the investigations related to those associated crimes.

IT IS RECOMMENDED THAT THE BOARD:

1) Approve and delegate authority to the Director of DCFS, or his designee, and the Chief Probation Officer, or her designee, to execute an Agreement with LAPD substantially similar to Attachment A, to fund overtime costs associated with efforts to locate and recover CSEC or CSEC at-risk minors and NMDs under the supervision of DCFS or County of Los Angeles Probation Department (Probation), effective upon the date of execution by all parties through June 30, 2023. The Maximum Annual Agreement Amount for each Fiscal Year (FY) of this Agreement will be up to \$100,000, funded by the State Optional CSEC Program Funds. Funding is included in the Department's FY 2019-20 Final Adopted Budget and optional term extension amount will be requested in the Department's proposed budget request. Sufficient funding is anticipated to be available in the County's CSEC Program Fund for FY 2020-21 and for subsequent contract years. The Board and the Chief Executive Office (CEO) will be notified within ten (10) business days after the execution of the Agreement.

2) Delegate authority to the Director of DCFS, or his designee, to execute amendments to this Agreement for changes to the terms and conditions to meet service needs, and increases or

decreases to the Maximum Annual Agreement Amount up to ten (10) percent, when such an amendment is necessary to meet a change in services, provided sufficient funding is available. The approval of County Counsel will be obtained prior to executing such amendments and the Director, or his designee, will notify the Board and the CEO in writing within ten (10) business days after execution.

3) Delegate authority to the Director of DCFS, or his designee, to terminate this Agreement for any reason by providing at least a 15 calendar day advance notice to the other party and specifying the effective termination date of the Agreement. The approval of County Counsel will be obtained prior to terminating the Agreement, and the Director, or his designee, will notify the Board and the CEO in writing within ten (10) business days after termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Preventing Sex Trafficking and Strengthening Families Act (Federal Act) made numerous changes to the Title IV-E Foster Care Program and enacted new requirements regarding sex trafficking prevention and intervention. State law implementing these provisions was enacted in Senate Bill (SB) 794. The spirit of the Federal Act and the implementation of State provisions seek to ensure that child welfare agencies and county probation departments are responsive to the complex issues of children and youth victims of sex trafficking that receive child welfare services. As outlined in Welfare and Institutions Code 16501.35, county child welfare agencies and county probation departments must develop and implement protocols to locate any missing children from foster care.

DCFS and Probation have an existing relationship and partnership with LAPD and have staff co-located with LAPD. The services outlined in this Agreement will allow DCFS and Probation to team with and utilize LAPD staff in locating and recovering missing children and youth that are victims of sex trafficking.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategy I.2, Enhance Our Delivery of Comprehensive Interventions - Deliver comprehensive and seamless services to those seeking assistance from the County and Strategy I.2.8, Address the Needs of Victims of Child Sex Trafficking - Prevent children from becoming victims of child sex trafficking and provide supportive and rehabilitative services for systems-involved child sex trafficking victims.

FISCAL IMPACT/FINANCING

The Maximum Annual Agreement Amount for each FY of this Agreement is up to \$100,000, financed with 100 percent State Optional CSEC Program Fund. The term of this Agreement is from the date of execution through June 30, 2023 and the Maximum Agreement Sum is up to \$400,000. Funding is included in the Department's Final Adopted Budget Plan for FY 2019–20.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Child victims of CSE have experienced significant trauma that will have lifelong impact. CSE youth who are missing are at high risk of repeated exploitation and every effort must be made to locate and recover them.

Based on reported success in the County of Los Angeles Sheriff's Department Locate Team that currently has a Memorandum of Understanding with DCFS and Probation to recover missing CSE youth, it is expected that the establishment of a similar Agreement with LAPD and Probation will further our efforts to protect victims of CSE.

The Agreement has been reviewed and approved by County Counsel.

CONTRACTING PROCESS

No contracting actions were required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will help to ensure that DCFS complies with SB 794 requirements and the CSEC County plan to support and advance new initiatives to better serve children identified as victims of CSE involved in the child welfare system.

CONCLUSION

Upon Board's approval, please instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board letter to:

Department of Children and Family Services Contracts Administration Division
Attention: Leticia Torres-Ibarra, Division Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

Respectfully submitted,



BOBBY D. CAGLE

Director

BDC:BN:CMM:KRLTI:CP:ak

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES POLICE DEPARTMENT,
COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES,
AND
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

I. PARTIES

The parties to this Memorandum of Agreement (MOA) are the Los Angeles Police Department (LAPD), the County of Los Angeles Department of Children and Family Services (DCFS), and the County of Los Angeles Probation Department (Probation).

II. BACKGROUND

- A. The intent of California Senate Bill 794 (SB 794) was to ensure that child welfare agencies and County Probation Departments respond to the complex issues related to children and youth victims of sex trafficking.
- B. Under California Welfare and Institutions Code (WIC) 16501.35, which was a part of SB 794, the DCFS and Probation are required to develop and implement protocols to expeditiously locate any children or youth identified as Commercially Sexually Exploited Children (CSEC), CSEC at-risk minors, and Non-Minor Dependents (NMD) under the supervision of the DCFS and Probation that are missing from foster care. The aforementioned individuals will hereinafter be referred to as “youth.”
- C. The DCFS has received State grant funding to implement the provisions of WIC 16501.35.
- D. Many of the missing youth under the supervision of the DCFS and Probation are within the jurisdiction of the LAPD. The DCFS and Probation have an existing relationship and partnership with the LAPD. The DCFS and Probation also have staff co-located within the LAPD.
- E. The DCFS, Probation, and the LAPD will collaborate to meet the goal of WIC 16501.35. The DCFS, Probation, and the LAPD will expeditiously locate and recover youth under the supervision of the DCFS and Probation that are missing from foster care and within the jurisdiction of the LAPD.

III. RESPONSIBILITIES OF THE COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES

The DFCS will be responsible for the following:

- A. The DFCS will notify the LAPD about any missing or runaway youth under the supervision of the DCFS – this will be called a referral. The DFCS will provide the LAPD with specific information regarding the missing or runaway youth which will help the LAPD’s investigation in locating the youth.
- B. If appropriate, the DCFS will designate staff to participate in the search and recovery efforts for the youth. If staffing levels are viable, the DCFS will make reasonable efforts to designate staff from its Runaway Outreach Unit, Multi-Agency Response Team, CSEC Unit, or Emergency Response Command Post to assist the LAPD in the search efforts.
- C. The DFCS will reimburse the LAPD for overtime costs incurred for search and recovery efforts under this MOA.

IV. RESPONSIBILITIES OF THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

Probation will be responsible for the following:

- A. Probation will notify the LAPD about any missing or runaway youth under the supervision of Probation – this will be called a referral. Probation will provide the LAPD with specific information regarding the missing or runaway youth which will help the LAPD’s investigation in locating the youth.
- B. If appropriate and available, Probation will designate staff to participate in the search and recovery efforts for the youth.

V. RESPONSIBILITIES OF THE LOS ANGELES POLICE DEPARTMENT

The LAPD will be responsible for the following:

- A. The Officer in Charge assigned to LAPD’s Human Trafficking Unit will determine if the LAPD should deploy resources and commence a search for the referred youth. There should be a connection to the LAPD’s jurisdiction and a clear indication that the missing youth is CSEC related.
- B. Once the LAPD determines that the LAPD has jurisdiction for a referral and that the missing youth is CSEC-related, the LAPD will make reasonable efforts to locate and recover the missing or runaway youth.

- C. The LAPD will consult and coordinate with the DCFS and Probation staff in searching for and recovering the youth referred to the LAPD under this MOA.
- D. Once the LAPD has recovered the youth, it will deliver the youth to the custody of a DCFS Social Worker or a Deputy Probation Officer. Where appropriate, the LAPD may also do any or all the following:
 - 1. Take the youth for medical care or examination.
 - 2. Return the youth to a foster home.
 - 3. Take the youth to court pursuant to a warrant ordered by a competent legal authority.
- E. The LAPD will collaborate with the DCFS and Probation to determine the appropriate services to provide the youth.
- F. The LAPD will attempt to determine the youth's experience while absent from legal supervision. The LAPD will interview the youth and attempt to determine if the youth is a victim of Commercial Sexual Exploitation (CSE).
- G. The LAPD will submit a monthly and annual report of search and recovery efforts made on behalf of the referrals of missing or runaway youth. The report shall include:
 - 1. A list of all referrals received by the DCFS and Probation each month;
 - 2. The date the referral was made by the DCFS and Probation;
 - 3. The date the youth was recovered, if applicable;
 - 4. If recovered, where the youth was placed;
 - 5. How the youth was recovered, if applicable; and
 - 6. Whether the youth is under supervision of the DCFS or Probation.

VI. REIMBURSEMENT OF LAPD OVERTIME COSTS

- A. The parties understand that the LAPD will need to utilize overtime hours to meet SB 794's goal of expeditiously searching for and recovering missing or runaway youth under the supervision of the DCFS or Probation.
- B. The County of Los Angeles will reimburse the LAPD for the overtime costs of its Human Trafficking Unit members incurred during the search and recovery of the referred youth, up to a maximum of \$100,000, for each fiscal year of this MOA. The County of Los Angeles funds shall be used by the LAPD for overtime costs associated with efforts to locate and recover youth under the supervision of the DCFS or Probation. These funds may also be used by the LAPD for overtime costs associated with determining if the youth was a victim of CSE while missing and investigating associated crimes. Attached as Exhibit [A], is the Overtime Hourly Rate for the LAPD Human Trafficking Unit members. The LAPD maintains discretion to assign the staff positions (i.e., Detective III, Detective II, Detective I,

Police Officer III, Police Officer II, and Management Analyst) to recover the referred missing or runaway youth depending on the needs of the situation.

- C. Funds will be paid to the LAPD monthly in arrears using the form invoice attached as Exhibit [B]. The LAPD should attach an Overtime Report, identified as Exhibit [C] to the invoices. Furthermore, the Overtime Report, Exhibit [C] should clarify any incremental billing of less than 1 hour.
- D. Invoices are due to the DCFS no later than the 25th day of each calendar month following the month in which services were provided. The DCFS will, in a manner consistent with normal DCFS accounts payable practices and procedures, reimburse the LAPD within 30 days after the invoice is received. If such payment is not delivered to the LAPD within 30 days after the invoice date of receipt and/or there is dispute over billing charges, the LAPD will cease to provide all agreed upon services until payment is received and/or billing disputes are resolved.
- E. Notwithstanding any other provision of this MOA, funding of this MOA is contingent on continued State of California (State) funding allocations. If the State discontinues funding, the DCFS has the option to terminate this MOA immediately and no longer be financially liable to continue to fund this MOA.

A copy of the invoice shall be sent to:

Adela Estrada
Bureau of Specialized Response Services
Department of Children and Family Services
1933 S. Broadway, Suite 602
Los Angeles, CA 90007

The original invoice shall be sent to:

Fiscal Operations Division
Department of Children and Family Services
425 Shatto Place, Suite 205
Los Angeles, CA 90020

VII. TERM, MODIFICATION AND TERMINATION

- A. The term of this MOA is from the date of execution by all parties and shall continue through June 30, 2023.
- B. Any of the parties may terminate this MOA for any reason by providing a minimum of a 15-calendar day notice to the other parties and specifying the effective termination date of this MOA.

- C. No changes to the terms of this MOA will be valid unless they are in the form of a written amendment approved and executed by the Director of the DCFS or his or her designee, Chief Probation Officer of Probation or his or her designee, and the LAPD Chief of Police or his or her designee.

VIII. FINANCIAL RECORDS

- A. The LAPD shall maintain satisfactory records showing the time and financial costs associated with the LAPD's Human Trafficking Unit work under this MOA and shall make such records available to the County for auditing and inspection. The LAPD shall retain such records for five (5) years following the expiration date or early termination date of this MOA.
- B. The LAPD agrees to use a generally accepted accounting system. The LAPD also agrees to maintain, and make available for County inspection, accurate records of all costs, disbursements, and receipts with respect to its activities under this MOA.
- C. At any time during the term of this MOA, or at any time within five (5) years of the expiration date or early termination date of this MOA, an authorized representative of the County may conduct an audit of LAPD records to verify the appropriateness and validity of expenditures of County Funds under the terms of this MOA. If, during such an audit, the County determines that the County overpaid the LAPD or that County funds were used for purposes other than those authorized by this MOA, the County and the LAPD will meet and confer in good faith to resolve the audit's findings to both parties' mutual satisfaction.

IX. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

DCFS: Adela Estrada
Bureau of Specialized Response Services
Department of Children and Family Services
1933 S. Broadway, Suite 602
Los Angeles, CA 90007

Probation: Michelle Guymon
Child Trafficking Unit
Los Angeles County Probation Department
1660 W. Mission Blvd.
Pomona, CA 91766

and

LAPD: Officer in Charge
Human Trafficking Unit
Los Angeles Police Department
100 W. 1st Street, 4th Floor
Los Angeles, CA 90012

X. INTEGRATION AND SEVERABILITY

- A. This MOA represents the entire integrated agreement between the parties as to its subject, and supersedes all other prior or contemporaneous oral or written understandings and agreements between the parties.
- B. If any provision of this MOA, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the MOA that can be given effect without the invalid provision or application. To this end described above, the provisions of the MOA are severable.

XI. CONFIDENTIALITY

- A. The DCFS, the LAPD, and Probation shall maintain confidentiality of all records and information relating to youth under this MOA in accordance with the WIC provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality.
- B. The DCFS, the LAPD, and Probation shall inform their managers, supervisors, employees, and contractors providing services hereunder of the confidentiality provision of this MOA.
- C. Records or information pertaining to youth shall not be disclosed to any person, except designated County or contractor employees, without the written permission of the Director of the DCFS, the LAPD Chief of Police, Chief Probation Officer of Probation, or equivalent.

IN WITNESS, WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized officers as set forth below.

COUNTY OF LOS ANGELES

Agreed to:

_____ Date _____
Bobby D. Cagle
Department of Children and Family Services
Director

Agreed to:

_____ Date _____
Terri L. McDonald
Probation Department
Chief Probation Officer

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
Mary C. Wickham, County Counsel

By _____ Date _____
David Beaudet
Office of County Counsel
Senior Deputy County Counsel

CITY OF LOS ANGELES

Agreed to:

_____ Date _____
MICHEL R. MOORE
Chief of Police
Los Angeles Police Department

ATTACHMENTS

**County of Los Angeles
 Department of Children and Family Services
 CSEC LOCATE AND RECOVERY AGREEMENT # 19-4-026**

Overtime Hourly Rate for
 Los Angeles Police Department
 Human Trafficking Unit Members

Fiscal Year 2019 – 2020	
STAFF POSITION	OVERTIME HOURLY RATE
Detective III	\$101.55
Detective II	\$90.27
Detective I	\$88.10
Police Officer III	\$83.39
Police Officer II	\$71.51
Management Analyst	\$49.40

Rates are effective July 1, 2019

INVOICE
Fiscal Year 2019 – 2020

To: DEPARTMENT OF CHILDREN AND FAMILY SERVICES
FISCAL OPERATIONS DIVISION
425 Shatto Place, Suite 205
Los Angeles, CA. 90007

Invoice Date:
Invoice Number:

Remittance: LOS ANGELES POLICE DEPARTMENT
100 W. 1st Street, Los Angeles, CA 90012

AGREEMENT NUMBER:

AGREEMENT TERM:

SERVICE MONTH:

SERVICES PROVIDED: LOCATE AND RECOVER MISSING COMMERCIALY SEXUALLY EXPLOITED CHILDREN

Staff Position	Employee Name	Date of OT	Total OT Worked	OT Rate/Hr*	Total OT Cost
TOTALS					
Annual Agreement Sum.	Current Expenditure	Y-T-D Expenditures		Remaining Budget	
\$ 100,000					

CERTIFICATION: I certify to the best of my knowledge that this invoice is true in all respect.

Prepared by: _____ Tel. No: _____

Signature: _____ Date: _____

Approved by: _____ Tel. No: _____

Signature: _____ Date: _____

For DCFS Program Manager Only	
1 st Level Approval	
Approver	
Name: _____	Date: _____
Signature: _____	Date: _____
2 nd Level Approval	
Approver	
Name: _____	Date: _____
Signature: _____	Date: _____

County of Los Angeles Department of Children and Family Services

Overtime Report

DISTRIBUTION: GREEN - DIVISION COPY YELLOW - EMPLOYEE COPY		OVERTIME REPORT TYPE OR PRINT LEGIBLY IN INK				FOR OFFICE USE ONLY					
				PAY PERIOD ENDING		CODE					
DATE REPORTED		EMPLOYEE ID (EID)		RANK/PG		NAME (LAST, FIRST, MIDDLE INITIAL)					
RECORD TO NEAREST TENTH OT WORKED OR TAKEN OFF	TOTAL HOURS WORKED		TYPE OF COMPENSATION REQUESTED				HOURS TAKEN OFF				
	TIME & 1/2	ST. TIME	CASH		TIME		NEW BANK		OLD BANK		
	. hrs	: hrs	TIME & 1/2	ST. TIME	TIME & 1/2	ST. TIME	TIME & 1/2	ST. TIME	TIME & 1/2	ST. TIME	
DATE AND TIME WORKED						TOTAL BANK:					
FROM		TO									
Date	Time	Date	Time	Division		Assignment		Watch			
REASON FOR OVERTIME (CHECK ONE)	<input type="checkbox"/> Court or Adm'n. Hearing		<input type="checkbox"/> Unscheduled Activity		<input type="checkbox"/> Prescheduled Activity		<input type="checkbox"/> Unusual Major Events		<input type="checkbox"/> Worked on Day Off in Lieu of a Holiday		
EMP STATUS	<input type="checkbox"/> EOW		<input type="checkbox"/> DO		<input type="checkbox"/> HO		<input type="checkbox"/> VC/TO		<input type="checkbox"/> PPH		
TYPE OF CRIME/REPORT/CHARGE				DR NO.		BOOKING NO.		COURT CASE NO.		<input type="checkbox"/> On Call	<input type="checkbox"/> Be There
DESCRIPTION OF ACTIVITY											
Timekeeper use only. Initial and date when entered.											
Rec'd/Reviewed	Date	Initial	Serial No.			<input type="checkbox"/> KICKBACK					
I certify the above to be true.		<input type="checkbox"/> Check if Telephonic	OT worked <input type="checkbox"/> WITH <input type="checkbox"/> WITHOUT prior approval			Above is in compliance with LAAC 4.169					
(Signature of Employee)			(Signature of Supervisor Approving, Date Approved)			(Signature of Commanding Officer)					
02.24.00 (2410)											