

**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE LOS ANGELES POLICE DEPARTMENT**  
**And**  
**THE LOS ANGELES PUBLIC LIBRARY**  
**REGARDING THE OPERATION OF SECURITY SERVICES FOR**  
**THE LOS ANGELES PUBLIC LIBRARY**

This Memorandum of Agreement (hereinafter referred to as "MOA") is entered by and between the Los Angeles Police Department ("LAPD") and the Los Angeles Public Library ("LAPL") (hereafter referred to collectively as "PARTIES") regarding the operation of security services for the Los Angeles Public Library.

**RECITALS**

WHEREAS, the LAPL consists of a Central Library, located at 630 West Fifth Street, Los Angeles, CA 90071, and 72 branch libraries located at various locations throughout the City of Los Angeles. The LAPL attracts over 14 million visitors annually to its libraries, which pose unique security requirements;

WHEREAS, the LAPL poses a unique security environment, only the Central Library maintains a fixed 24-hour/7 day a week post, and LAPD is required to work closely with LAPL management for the safety of library property, employees and patrons;

WHEREAS, the LAPD recognizes that security operations at the LAPL are best served by maintaining the structural integrity and continued LAPD civilian security personnel at the LAPL, and that such personnel should not be reassigned without consultation with the LAPL City Librarian or designee; and,

WHEREAS, the previous MOA commenced on January 1, 2013, and terminated on December 31, 2016, and both PARTIES desire to continue security services for LAPL.

NOW THEREFORE, the PARTIES hereby agree to the following terms and conditions for the provision of security services upon the property of the LAPL.

**I. PURPOSE**

The provisions of this MOA extend to policing and security matters occurring at or directly adjacent to the LAPL facilities. The MOA exists to assist management, supervisory, and line personnel in making decisions related to the provision of law enforcement and security services at the LAPL, and to delineate specific duties and responsibilities of each department to ensure service levels are met for the safety of library property, employees and patrons.

The PARTIES agree to cooperate in the operation of security services on LAPL premises. Staff from both PARTIES agree to confer at least monthly with an agreed-upon format to achieve

common goals. Upon discussion, the specific deployment of security staff is to be agreed upon between the PARTIES and such deployment is to be evaluated periodically, not less than once a quarter.

## **II. REPRESENTATIVES OF THE PARTIES**

A. The representatives of the respective PARTIES who are authorized to administer this Agreement, and to whom formal notices, demands, requests and communications shall be given are as follows:

1. For the LAPL: John Szabo, City Librarian, 630 West Fifth Street, 4th Floor, Los Angeles, CA 90071; (213) 228-7515
2. For the LAPD: Chief of Police, Los Angeles Police Department, 100 West First Street, Suite 1072, Los Angeles, CA 90012; (213) 486-0150

B. Points of Contact

The successive points of contact for all matters related to the implementation and execution of this MOA will be as follows:

1. Los Angeles Public Library
  - a. Business Manager
  - b. Business Office Security Liaison
  - c. Assistant General Manager
  - d. City Librarian
2. Los Angeles Police Department
  - a. Sergeant II assigned to the Central Library
  - b. Officer in Charge, Special Operations Section, Security Services Division (SECSD)
  - c. Commanding Officer, Security Services Division
  - d. Assistant to the Director, Office of Special Operations
  - e. Director, Office of Special Operations
  - f. Chief of Police

### **III. TERM**

The term of this MOA will commence on January 1, 2017, and will terminate on December 31, 2020, unless terminated earlier by written agreement of both PARTIES. Either PARTY may terminate this MOA without cause by providing the other PARTY 180 days written notification of its intent to terminate, served to a representative of the PARTY by certified mail.

Unless a written notice is provided by one PARTY to the other PARTY of a non-extension of the MOA at least thirty (30) days prior to December 31, 2020, this MOA will automatically extend for a one-year term commencing on January 1, 2021, subject to the same terms and conditions as the initial term and will terminate on December 31, 2021. Either Party may re-negotiate the terms of this MOA during the term of the Agreement and up to 30 days prior to the termination date.

### **IV. ROLES AND RESPONSIBILITIES OF THE PARTIES**

#### **A. LAPD Responsibilities - General**

1. The LAPD shall have primary responsibility for civilian security functions related to customer service, maintaining peace and order within the premises of the LAPL, enforcement of the Rules of Conduct established by the Board of Library Commissioners and by enforcing all City, state and federal laws.
2. The LAPD Police Officers will make arrests, issue citations, conduct preliminary investigations, and complete crime reports and other related reports concerning activity occurring at LAPL facilities.
3. The LAPD is responsible for preventing violations of Municipal and State laws; enforcing ordinances and regulations pertaining to parking, traffic control, fire safety and property protection of land and facilities used by tenants or the public; staffing the Central Library to provide for safety and security of the public or City employees; standing post in the Central Library to provide security and information to the public; dissuading groups or individuals from vandalizing grounds or causing mischief; stopping fights and disorderly conduct through persuasion and appropriate action when necessary; dispersing unruly crowds; providing visual crime deterrence; preventing trespassing and unauthorized use of the LAPL facilities; preventing public entry into restricted areas; exercising authority to halt unlawful activities; responding to emergencies and taking immediate action to control crowds, directing traffic or effecting evacuations; responding to calls for security services, including, but not limited to, enforcing Library Rules of Conduct and policies, handling nuisances and disruptions that hinder the use of the library for other patrons and the staff and preparing comprehensive written reports involving accidents, fires, property damage and any other incident on or involving LAPL property, personnel, buildings or equipment.

## **B. LAPD Responsibilities – Specific**

The LAPD security personnel assigned to the LAPL will be responsible for the following activities:

1. Provide security (i.e., patrolling) at the LAPL facilities to ensure the safety of City employees, visitors, and elected officials, and to provide law enforcement services.
2. Provide police response coverage by LAPD officers to all the LAPL facilities on an as-needed basis.
3. Provide routine patrol to all the LAPL facilities and warehouses.
4. Provide security coverage for the LAPL and City special events as well as third-party special events at the Central Library and various library branches throughout the City, during and after business hours (after hours events will be on an overtime basis funded by LAPL).
5. Provide escort services during business hours for visiting dignitaries as requested by the LAPL.
6. Monitor security alarm systems at the Central Library, library branches, and warehouses.
7. Monitor fire/life/safety systems at the Central Library, library branches, and warehouses.
8. Provide LAPL management with a daily report describing security activities, including numbers, types and locations of incidents occurring on library property.
9. Notify designated LAPL staff of critical incidents, and unusual occurrences in a timely manner, agreed-upon by both the PARTIES.
10. Provide vehicular and pedestrian traffic control in and directly adjacent to the LAPL facilities.
11. Providing security services for building/facility common areas and building entrances at Central Library.
12. Providing security at special events occurring on LAPL premises during normal business hours.
13. In conjunction with the Office of the City Attorney and the LAPD, Threat Management Unit, Detective Support and Vice Division, provides assistance in obtaining restraining orders against patrons identified by the LAPL,

as circumstances dictate and provided by law. Such assistance shall include providing copies of crime and/or arrest reports of such patrons in a timely manner to both LAPL Management and the City Attorney Threat Management Unit and appropriate City Attorney Neighborhood Prosecutor.

14. Provide security services at all Board of Library Commission meetings not held at the Central Library.

### **C. LAPD Response to Calls for Service**

The LAPD is committed to preserve and provide safety at all LAPL locations. As such, all calls for service involving LAPL locations are to be considered urgent calls and will be answered immediately. Any police unit dispatched to respond to any LAPL location will be assigned Code 2, at a minimum (Ref. OCOP Notice dated 8/29/12).

### **D. LAPD Service Levels – General**

The LAPD service levels will be prorated based on vacancies in the Library Section of the SECSO.

1. Training, vacations and sick time will be calculated in the overall service level of personnel and hours of service to the LAPL.
2. Vacant positions attributed to the LAPL will not count against the LAPD in terms of meeting annual service levels. However, the LAPD shall continue to provide uninterrupted security coverage for those positions deemed by the LAPL to be critical to LAPL operations through reassignment of existing security personnel assigned to LAPL.
3. The Commanding Officer, SECSO, will manage security positions, communications operators, and administrative staff in order to ensure that negotiated MOA service levels are satisfied.

### **E. LAPD Service Levels/Response – Specific to the LAPL**

These responsibilities should include, but shall not be limited to the following:

1. The LAPD shall assign 1 Police Sergeant II, 1 Principal Security Officer, and 4 Senior Security Officers to the Library Security Unit. Supervisory oversight shall be provided for all security personnel assigned to the library.
2. Security Officer Personnel coverage should be equal to or greater than 880 gross weekly hours (22 Full-time Equivalents) plus supervision, and overtime at the Central Library facility 24 hours a day, seven days (24/7) a week. Nothing in this MOA will limit the ability of LAPD or LAPL to request and/or provide Security Officers at a higher number should LAPL provide sufficient funding.

Security Officer Personnel coverage (mobile patrol) should be equal to or greater than 840 gross weekly hours (21 Full-time Equivalent), plus supervision, for the LAPL branches on all open days.

Whenever possible, the LAPD will staff Security Officer positions in the following order:

- a. With full-time City Security Officers; and,
- b. When unable, with as-needed City Security Officers.

Nothing in this MOA shall prevent LAPL from utilizing Contract Security Personnel should LAPL provide sufficient funding.

3. Subject to the City's Managed Hiring Policy, or any other City policy or program regarding personnel hiring, layoffs, or early retirements, etc., the LAPD will maintain the structural integrity and organizational hierarchy currently in place. The LAPL prefers that security personnel currently assigned to LAPL facilities continue to be deployed at the LAPL to ensure that the knowledge and expertise regarding LAPL operations is retained. Any employee transferred into LAPL operations will undergo site specific training.

#### **F. Management of Security Operations for the LAPL**

1. The LAPD will assign a sworn Police Sergeant II who will oversee the daily operations of security personnel at the LAPL, who shall be the ranking on-site supervisor over all civilian security personnel assigned to the LAPL. The duties of the Sergeant II shall include, but not be limited to, the following:
  - a. Direct, supervise, review and evaluate the security activities for the LAPL's Central Library, regional libraries, branch libraries, and warehouses;
  - b. Develop and administer site-specific security plans for LAPL facilities;
  - c. Develop the methods of communication between the LAPL and the LAPD;
  - d. Provide and/or arrange for continuous LAPL staff training on security matters;
  - e. Oversee the analysis of crimes committed on LAPL property so that preventative measures can be taken to minimize future risk;
  - f. Evaluate long-term LAPL security problems such as active shooter situations, terrorist threats, civil disturbances, natural disasters, and other security scenarios as agreed upon by both PARTIES;

- g. Meet with LAPL management on a regular basis to discuss matters of mutual concern; and,
  - h. In the absence of the Sergeant II, due to events such as training, illness or vacation, the Principal Security Officer will ensure all the above duties are performed in a timely manner.
- 2. The LAPD SECSO Library Sergeant II shall liaison with the LAPL Business Office on all operational and administrative matters that affect LAPL security. Upon written request by the City Librarian, and subject to the LAPD's personnel policies and the affected employee's Memorandum of Understanding, the LAPD will remove and replace the sworn Police Sergeant II within 90 days, whenever possible. The LAPD shall provide LAPL with a suitable replacement.
- 3. The LAPD agrees that the SECSO Commanding Officer, or his or her designee, shall serve in the capacity of security advisor to the City Librarian and the Board of Library Commissioners. In addition to line supervision of subordinate LAPD personnel assigned to the LAPL, the duties of this individual shall include, but not be limited to, the following:
  - a. Monitor the analysis of crimes committed on LAPL property so that preventive measures may be taken to minimize future risk;
  - b. Monitor the evaluation of long-term LAPL security problems such as terrorist threats, civil disturbances, natural disasters, homelessness, vagrancy, and mental illness, and provide preventive measure and/or recommendations to LAPL, to minimize future risk;
  - c. Meet with LAPL management on a quarterly basis, or as otherwise agreed by both PARTIES, to discuss matters of mutual concern; and,
  - d. Provide status reports to the Library Commission on an annual basis.

**G. Overtime for Special Events and Filming**

- 1. The LAPD SECSO will be responsible for coordinating its involvement with all special events and overtime scheduling of staff requested by the LAPL for events occurring or directly related to the LAPL.
- 2. The LAPL shall be responsible for all costs related to LAPL special events and filming, including the reimbursement of any LAPL event-related LAPD overtime expenditures.
- 3. The LAPD shall provide invoices and corresponding overtime reports and/or City payroll system reports to the LAPL for reimbursement and audit purposes.

#### **H. General/Specific Responsibilities of the LAPL**

1. The LAPL will designate a liaison from the LAPL to the LAPD.
2. The LAPL agrees to provide the LAPD with adequate office and work space, and utilities at the Central Library, and provide applicable support services when necessary.

Any modifications by LAPD to the designated security workplace must receive prior approval from the LAPL. The LAPL will provide advance notification to LAPD of any modifications by LAPL to the designated security workplace.

The LAPL shall provide the LAPD access to all facilities.

3. The LAPD Security staff assigned to the Central Library will be permitted to purchase monthly parking at the LAPL's employee parking facility at 406 South Olive Street. All full-time Security staff electing to purchase parking will be required to purchase such parking through payroll deduction.
4. Consistent with the practice as of the date of the execution of this Agreement, the LAPL owns and shall maintain the fixed assets related to security at all LAPL properties.
5. The LAPL will maintain the life/fire/safety and security system at the Central Library and security systems at all branch libraries. The LAPL will be responsible for coordinating with the Department of General Services to provide maintenance for all life/fire/safety systems at the branch libraries.

#### **I. Service Request Protocols for the LAPL**

The LAPD SECSO Watch Commanders and sergeants will be available on a 24/7 basis to ensure that service levels are met.

#### **J. Reporting Procedures – LAPD SECSO**

1. Reports and Records: The LAPD will maintain crime, arrest and other related reports and provide copies of reports to the LAPL Business Manager.
2. The LAPD SECSO on-site supervisor will provide the LAPL management with a daily briefing as requested, listing activities that occurred at, or adjacent to, LAPL facilities.

#### **K. Property Procedures (Lost and Found)**

1. Property found abandoned at the LAPL branches (absent the Central Library) shall be maintained by the branch library, which will be responsible for its disposition.



Disposition may include transfer to the LAPD for appropriate processing, where appropriate.

2. Property found abandoned at the Central Library will be maintained by Central Library staff, which will be responsible for its disposition. Disposition of some items may include transfer to the LAPD for appropriate processing. All SECSO personnel will follow LAPD policy when dealing with abandoned property.

#### **L. Security Vehicles**

The LAPD SECSO will deploy security vehicles in support of security operations at the LAPL facilities. The LAPL will procure and maintain the necessary vehicles, as LAPL funding permits, for LAPD SECSO use for security assigned to the LAPL. The LAPL will provide garaging and/or access key cards to the underground parking located at the Central Library.

#### **M. Communications**

The LAPD will maintain communications operations for receiving and dispatching calls for service at LAPL facilities, as well as maintaining radio and telephone communications with LAPD SECSO personnel assigned to the LAPL.

#### **N. Notifications – Critical and Non-Critical Incidents and Unusual Occurrences**

1. Whenever the LAPD SECSO becomes aware of an issue that will directly impact the LAPL, the LAPD SECSO will make notification to the LAPL Business Manager as soon as possible.
2. Whenever the LAPL becomes aware of an incident or event with the potential to impact any aspect of City property, facilities, or operations, the LAPL will notify the LAPD SECSO as soon as possible.

#### **O. Labor Demonstrations**

The handling of labor demonstrations at any LAPL property or facility requires coordination between the LAPL and the LAPD. In order to manage these events in a manner consistent with policing procedures throughout the City, all labor demonstrations, strike activity, or related events will be handled in a manner consistent with LAPD policy.

#### **P. LAPD Liaison**

1. The LAPD will designate Senior Lead Officers (SLOs) to act as liaisons with LAPL staff at the branch libraries, and with the Central Library Sergeant II. The SLOs will be responsible for identifying and resolving problems, addressing complaints, meeting with community groups and working with the LAPL and the LAPD staff to

provide a coordinated response to problems related to the LAPL, including the coordination with LAPD division operations.

2. The SECSO Commanding Officer will ensure that the LAPD liaisons for the LAPL, including subordinate personnel, are monitored with sufficient oversight.
3. The SECSO Commanding Officer will manage security positions and support staff to ensure that the MOA services levels are satisfied.

#### **Q. Major Incidents/Occurrences**

In the event of a major incident, the LAPD will be responsible for:

1. Evacuation of affected LAPL buildings;
2. The establishment and maintenance of perimeters on LAPL property as needed; and,
3. Security and access control of LAPL property/facilities under the jurisdiction of the LAPD.

### **V. PROVISION OF LAW AND SEPARABILITY**

The PARTIES agree that this MOA is subject to all applicable current and future federal, state, and local laws, the Los Angeles City Charter, and any applicable rules and regulations enacted by independent commissions of the City (collectively, "Laws"). If any article, part, or provision of this MOA is in conflict or inconsistent with such laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such MOA article, part, or provision will be suspended and superseded by such Laws and/or court ruling, and the remainder of this MOA will not be affected thereby, unless the essential purpose of this MOA will be materially impaired thereby.

Nothing in this MOA is intended to restrict or limit the authority and duty of the Chief of Police to enforce City Ordinances and the penal provisions of the City, state, and federal government, and to enforce the law enforcement responsibilities mandated by Executive Directives of the City of Los Angeles. In addition, the Chief of Police, LAPD, or his or her designee, is the final authority and is responsible for all personnel matters involving members of the LAPD.

### **VI. RESOLUTION OF DISPUTES REGARDING TERMS OF THIS AGREEMENT**

- A. Should any disputes arise, both PARTIES agree to meet in good faith within ten (10) business days to resolve the dispute. Both PARTIES commit to dedicating the necessary time and personnel to promptly resolve all disputes.
- B. MOA related disputes between the PARTIES will be resolved through the appropriate chain of command. If the matter in dispute involves a law enforcement issue that requires immediate resolution, the decision of the on-duty Watch Commander of the

LAPD Area/division in which the matter arose, will be followed until such time that the matter can be reviewed at a higher level.

- C. Every effort has been made to incorporate the concerns of both PARTIES while ensuring effective and efficient services to the public.

## VII. EXECUTION OF AGREEMENT

This MOA is entered by the LAPD and the LAPL, and becomes effective January 1, 2018, upon execution by the authorized representative for the LAPL and the LAPD.

IN WITNESS WHEREOF, the LAPL and the LAPD have caused this MOA to be executed by their duly authorized representatives.

  
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**MICHEL R. MOORE**  
Chief of Police  
Los Angeles Police Department  
\_\_\_\_\_  
**Date**  
\_\_\_\_\_  
**JOHN F. SZABO**  
City Librarian  
Los Angeles Public Library  
\_\_\_\_\_  
**Date**

**FIRST AMENDMENT  
TO  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOS ANGELES POLICE DEPARTMENT  
AND  
THE LOS ANGELES PUBLIC LIBRARY**

**THIS FIRST AMENDMENT** to the Memorandum of Agreement (hereinafter "MOA") executed on July 19, 2018, is made and entered into by the Los Angeles Police Department (hereinafter "LAPD") and the Los Angeles Public Library (hereinafter "LAPL") (hereinafter referred to collectively as "Parties") regarding the operation and security services provided by the LAPD for the LAPL.

**WHEREAS**, On July 19, 2018, the LAPD and LAPL executed an MOA for the operation and security services to be provided by LAPD for the LAPL at the Central Library and 72 Branch Libraries located throughout the City of Los Angeles; and,

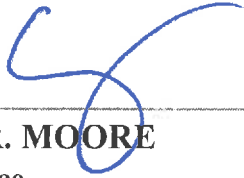
**WHEREAS**, The LAPL and LAPD desire to amend the MOA to include responsibilities of both Parties to address financial reimbursement for security services; and,

**NOW, THEREFORE**, In consideration of the covenants and agreements contained in this First Amendment to the MOA executed on July 19, 2018, the Parties hereto mutually agree to include the following terms and conditions:

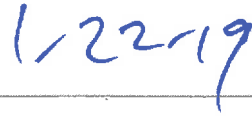
**IV.R - Financial Responsibilities**

1. The LAPL shall reimburse the LAPD for direct costs of actual salaries and indirect costs of overhead associated with the LAPD positions described in Section IV.E ("LAPD Service Levels/Response - Specific to the LAPL") of the MOA. All such overhead shall be at the current approved Cost Allocation Plan (CAP) for the period in which the service is performed by the LAPD.
2. The LAPL shall reimburse the LAPD for direct costs of actual overtime salaries associated with LAPD sworn officer positions requested to provide dedicated Overtime Patrols at the request and approval of the LAPL.
3. The LAPL shall not be requested or required to pay for or reimburse for salaries or overhead for unfilled LAPD positions.
4. The LAPL shall not be requested or required to pay for or reimburse for any police patrol response by LAPD at the LAPL that is outside the scope of security services provided by Security Services Division as outlined in the MOA.
5. The LAPD shall provide invoices and corresponding supporting documentation to the LAPL for reimbursement and audit purposes.

IN WITNESS THEREOF, the parties hereto have caused this First Amendment to the MOA executed on July 19, 2018, to be executed by their respective duly authorized representatives.



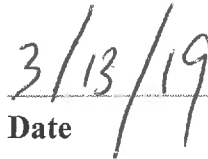
**MICHEL R. MOORE**  
Chief of Police  
Los Angeles Police Department



Date



**JOHN F. SZABO**  
City Librarian  
Los Angeles Public Library



Date