



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



December 16, 2003

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

Dear Supervisors:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF PASADENA FOR THE
2004 TOURNAMENT OF ROSES PARADE
(5TH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Agreement for Law Enforcement Services to the City of Pasadena during the 115th Tournament of Roses Parade on January 1, 2004, at the estimated cost of \$420,438.
2. Instruct the Chair of the Board of Supervisors to sign the Agreement with the City of Pasadena.
3. Authorize the Sheriff to modify the deployment of personnel in Section 3 of the agreement provided that any increase in service is fully reimbursed by the City of Pasadena.
4. Authorize the Sheriff to provide the requested services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Pasadena has requested that the County of Los Angeles, through the Sheriff's Department, provide law enforcement services during the city's annual Tournament of Roses Parade on January 1, 2004. The number of spectators and

A Tradition of Service

vehicles that enter the City of Pasadena to attend this event that supplemental law enforcement services are required to provide adequate police protection and traffic control. The City of Pasadena is desirous of contracting with the County for additional law enforcement services through the Sheriff's Department.

Implementation of Strategic Plan Goals

This Agreement relates to the Strategic Goals of Organizational Effectiveness and Fiscal Responsibility. By combining resources, the Pasadena Police Department and the Sheriff's Department enhance public safety during the Tournament of Roses Parade. All Sheriff's Department costs are fully reimbursed by the City of Pasadena.

FISCAL IMPACT/ FINANCING

The estimated charges and staffing are based on rates developed by the Auditor-Controller. The County will be reimbursed by the City of Pasadena for all costs incurred at the current rates established by the Auditor-Controller. The contract provides for the use of reserve deputy sheriff personnel who will augment the assignment of regular deputy sheriff personnel. The reserve deputy sheriffs will be compensated.

<u>Sheriff's Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Deputy Sheriff - Area Commander (2)	116.13	13	3,019.38
Deputy Sheriff - Lieutenant (16)	81.19	13	16,887.52
Deputy Sheriff - Sergeant (45)	68.17	13	39,879.45
Deputy Sheriff - Bonus II (17)	67.17	13	14,844.57
Deputy Sheriff - Deputy IV (10)	57.24	13	7,441.20
Deputy Sheriff - Bonus I (86)	56.57	13	63,245.26
Deputy Sheriff - Generalist (340)	52.34	13	231,342.80
Deputy Sheriff - Reserve (10)	43.70	13	5,681.00
Operations Assistant II (1)	37.84	13	491.92
Communications Operator II (14)	34.66	13	6,308.12
Community Services Officer (8)	22.01	13	2,289.04
Corrections/ Custody Assistant (6)	35.69	13	2,783.82
Custodian (2)	19.35	13	503.10
Intermediate Stenographer (1)	26.07	13	338.91
Parking Control Officer (10)	29.81	13	3,875.30
Power Equipment Mechanic (4)	38.86	13	2,020.72

<u>Sheriff's Personnel</u>	<u>Rate</u>	<u>Hours</u>	<u>Total</u>
Secretary V (2)	33.50	13	871.00
Senior Criminalist (2)	62.11	13	1,614.86
Law Enforcement Technician (9)	32.06	13	3,751.02
Supervising Communications Operator (2)	38.60	13	<u>1,003.60</u>
Subtotal			408,192.59
Liability Insurance: 3%			<u>12,245.77</u>
TOTAL			420,438.36

FACTS AND PROVISIONS

Per California Government Code Section 51301, the Sheriff, through contractual agreement, is authorized to provide the requested services.

IMPACT ON CURRENT SERVICES

There will be no impact to current County services. The Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

Respectfully submitted,



LEROY D. BACA
SHERIFF

1 AGREEMENT FOR LAW ENFORCEMENT SERVICES
2 FOR THE PASADENA TOURNAMENT OF ROSES

3 AGREEMENT NO. 18,397

4 This Agreement, dated for purposes of reference only on
5 November 21, 2003, is made by and between the COUNTY OF
6 LOS ANGELES, hereinafter referred to as "County," and the CITY OF
7 PASADENA, hereinafter referred to as "City.

8 RECITALS:

9 A. The City of Pasadena and the Tournament of Roses
10 Association will stage and conduct the annual Tournament of Roses
11 Parade on January 1, 2004

12 B. The number of spectators and vehicles that enter the
13 City to attend these events is so great that the City Police
14 Department will require considerable assistance to provide
15 adequate police protection and traffic control.

16 C. The City is desirous of contracting with the County for
17 the provision of additional law enforcement services by the
18 County Sheriff's Department, and the Sheriff's Department is
19 willing to provide these services.

20 D. Such contractual agreements are authorized and provided
21 for in the Charter of the County of Los Angeles, Section 56-1/2
22 and 56-3/4, and in the State of California Government Code,
23 Section 51301.

24 THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

25 1. The County agrees to provide to the City law enforcement
26 services according to a plan for law enforcement as developed and
27 approved by the Sheriff and the Police Chief of the City subject
28 to the conditions set forth in paragraph 2 and 3 for the

1 following dates inclusive: December 31, 2003 through January 1,
2 2004. The services provided pursuant to this Agreement shall not
3 reduce the normal and regular ongoing service that the County
4 would otherwise provide if the County did not enter into this
5 Agreement for supplemental law enforcement services.

6 2. It is the intent of the Sheriff to hire sufficient
7 volunteers to staff according to the plan referred to in
8 paragraph 1. However, to ensure the safety of the public and
9 sworn personnel, should the Sheriff determine that an insufficient
10 number of volunteers are available to staff according to the plan
11 referred to in paragraph 1, the Sheriff will notify the Chief of
12 the Pasadena Police Department no later 5:00 p.m. on Friday,
13 December 5, 2003

14 3. The County agrees to provide to the City the following
15 classifications of personnel for use in carrying out the plan for
16 law enforcement referred to in paragraph 1 and subject to the
17 conditions set forth in this section

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19 Classification

20 Areas Commander	2
21 Lieutenant	16
22 Sergeant	45
23 Bonus II Deputy	17
24 Deputy Generalist, Deputy IV, Bonus I Deputy	436
25 Reserve Deputy	10
26 Operations Assistant II	1
27 Communications Operator II	14

1	Community Services Officer	8
2	Correction Officer, Custody Assistant	6
3	Custodian	2
4	Intermediate Stenographer	1
5	Law Enforcement Technician	9
6	Parking Control Officer	10
7	Power Equipment Mechanic	4
8	Secretary V	2
9	Senior Criminalist	2
10	Supervising Communications Operator	2

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An amount not exceeding 80 hours of clerical support time for administrative, typing, and planning assistance to be performed at the levels of Secretary V and/or Intermediate Stenographer; and in addition thereto, such regular or auxiliary personnel, services supplies, equipment, and logistical support as the Sheriff may deem necessary to carry out the duties assigned to the Sheriff's Department under the plan for law enforcement referred to in paragraph 1, including pre-event and post-event float escorts requested by the City. Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the providing of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law. In the event of such a circumstance, the Sheriff will provide notice of his inability to provide the services on or before 5:00 p.m. Friday, December 5, 2003, unless circumstances

1 preclude him, as a practical matter, from giving such notice, in
2 which event the Sheriff shall provide such notice as is feasible
3 and practical under the circumstances

4 In the event that additional personnel, beyond the personnel
5 described herein, is requested by the City, the City agrees to
6 fully reimburse the County for the cost of all additional
7 personnel. Sheriff and Police Chief of the City must mutually
8 agree upon the amount of additional personnel needed. County,
9 through the Sheriff's Department, agrees to make best efforts to
10 provide such additional personnel

11 4. The hours of duty performed by County employees under
12 this contract will be those established and agreed upon in the plan
13 for law enforcement described in paragraph 1

14 5. The rendition of services to be performed by County
15 under this contract; i.e., the standards of performance, the
16 discipline of all Sheriff's Department personnel, and the control
17 of all Sheriff's Department personnel employed under this contract
18 shall be under, and remain under, the Sheriff of the County of Los
19 Angeles or his authorized representatives. In the event of any
20 dispute between the parties as to the extent of the duties and
21 functions to be rendered hereunder, or the level or extent of
22 services or manner of performance of such services, the
23 determination thereof made by the Sheriff or his authorized
24 representative shall be final and conclusive as between the
25 parties hereto. The Sheriff agrees to make such determination in
26 good faith.

27 6. For, and in consideration of, the rendition of the law
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1 enforcement services to be performed by the County for the City
2 under the contract, the City agrees that it will pay the County
3 for said services at the following hourly rates:

4	<u>Position</u>	<u>Hourly Rate</u>
5	Area Commander	116.13
6	Lieutenant	81.19
7	Sergeant	68.17
8	Bonus II Deputy	67.17
9	Deputy IV	57.24
10	Bonus I Deputy	56.57
11	Deputy Generalist	52.34
12	Reserve Deputy	43.70
13	Operations Assistant II	37.84
14	Communications Operator II	34.66
15	Community Services Officer	22.01
16	Corrections Officer, Custody Assistant	35.69
17	Custodian	19.35
18	Intermediate Stenographer	26.07
19	Law Enforcement Technician	32.06
20	Parking Control Officer, Sheriff	29.81
21	Power Equipment Mechanic	38.86
22	Secretary V	33.50
23	Senior Criminalist	62.11
24	Supervising Communications Operator	38.60

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26 The rates depicted above are developed by the County Auditor-
27 Controller to reflect the County's actual costs in the

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1 compensation of employees at premium overtime rates, the
2 administration of workers' compensation benefits and overhead of
3 the County attributable to the provision of services pursuant to
4 this agreement. The foregoing rates are adjusted annually
5 pursuant to the policies and practices adopted by the Board of
6 Supervisors of Los Angeles County governing the determination of
7 such actual costs.

8 7. The County shall render to the Tournament of Roses
9 Association an itemized invoice, within sixty (60) days after the
10 event, which details all personnel, equipment, insurance, supply
11 and transportation costs for services performed under this
12 contract, and the Tournament of Roses Association, through the
13 City, shall pay County therefor within thirty (30) days after
14 date of said invoice. If such payment is not delivered to the
15 County office which is described on said invoice within thirty
16 (30) days after the date of the invoice, the County is entitled
17 to recover interest thereon. Said interest shall be at the
18 of ten percent per annum and commence thirty (30) days after the
19 date of the invoice and continue until such time as payment is
20 delivered to the County office described on said invoice

21 8. The Assumption of Liability Agreement executed by
22 parties to this Agreement and approved by the Board of
23 Supervisors on December 27, 1977, and the Joint Indemnity
24 Agreement approved by the Board of Supervisors on October 8, 1991,
25 are hereby expressly superseded and are not applicable to this
26 Agreement

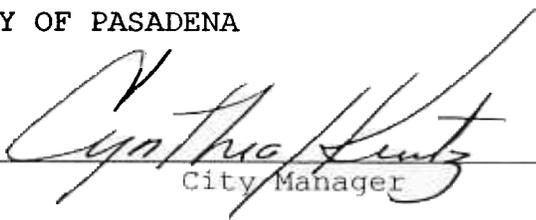
27 9. Except as otherwise provided herein, County and City
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1 | agree to indemnify, defend, and save harmless each other, their
2 | officers, employees and agents from and against any and all
3 | liability, expense, including defense costs and legal fees, and
4 | claims for damages of any nature whatsoever, including, but not
5 | limited to, bodily injury, death, personal injury, or property
6 | damages arising from or connected with each other's operations,
7 | or the services hereunder, including any worker's compensation
8 | suits, liability, or expense, arising from or connected with
9 | services and duties performed by each agency's employees pursuant
10 | to this Agreement

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1 IN WITNESS THEREOF, the City of Pasadena, by order of the
2 Board of Directors, causes this Agreement to be signed by its City
3 Manager and attested by its Clerk, and the County of Los Angeles,
4 by order of its Board of Supervisors, has caused these presents to
5 be subscribed by the Chairman of said Board and the seal of said
6 Board to be affixed thereto, and attested by the Clerk of said
7 Board, all on the day and year first written.

CITY OF PASADENA

By 
City Manager

APPROVED AS TO FORM:


City Attorney

APPROVED:

By 
Police Chief, City of Pasadena

ATTEST: 12/3/03


City Clerk

ATTEST:

COUNTY OF LOS ANGELES

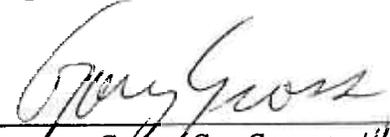
VIOLET VARONA-LUKENS
Executive Officer/Clerk of
the Board of Supervisors

By _____
Chairman, Board of Supervisors

By _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By 
Gary G. Gross 11/17/03
Senior Deputy County Counsel