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

LEROY D. BACA, SHERIFF

June 7, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-3265

Dear Supervisors:

APPROVAL FOR AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY THE PROFESSIONAL PEACE OFFICERS ASSOCIATION (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Agreement for Reimbursement of Personnel Costs by the Professional Peace Officers Association (PPOA), which has been approved as to form by County Counsel.

2. Instruct the Sheriff to carry out the terms of the agreement and to bill PPOA for costs incurred pursuant to the agreement.

3. Approve and instruct the Sheriff to sign the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Sheriff's Department and PPOA to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital police services to the County. This contract has been renewed routinely since April 17, 1986.

FISCAL IMPACT/FINANCING

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sheriff's Department, with the concurrence of the Chief Administrative Officer, has negotiated an agreement with PPOA whereby one or two deputy sheriffs (regardless of rank) designated by the PPOA Board of Directors will assist the management of the Sheriff's Department in the resolution of labor disputes. The deputies will work full-time in this capacity, and their actual costs shall be reimbursed to the Sheriff's Department by PPOA. No more than two deputy sheriffs will be permitted to function in this capacity at any time.

CONTRACTING PROCESS

This contract has been renewed routinely since April 17, 1986.

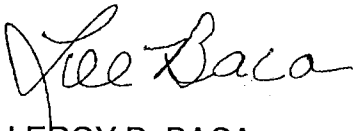
IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Upon the Board's action, the Sheriff's Department needs to obtain three (3) individually certified copies of the Board-adopted letter and two (2) original contracts. The Sheriff's Department's contact for the requested Board action is Larry Brogan, Lieutenant, at (323) 526-5080.

Sincerely,



LEROY D. BACA
SHERIFF

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE PROFESSIONAL PEACE OFFICERS ASSOCIATION FOR REIMBURSEMENT OF PERSONNEL COSTS

This Agreement, entered this ____ day of ____, 2005, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and the Professional Peace Officers Association, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "PPOA."

WHEREAS, the Sheriff of County is charged with the duty to organize its operations so as to give the County efficient and effective police services pursuant to Section 29, Article VIII, of the Charter of the County of Los Angeles, and toward that end, must make all reasonable efforts to promote labor peace and work force stability within his scope of authority, and to maintain the continuity of vital police services to the County.

WHEREAS, PPOA is desirous of organizing the operations of its association so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital police services to the County.

1. Work Statement

The County, through its Sheriff, shall provide one or more Deputy Sheriffs, regardless of rank [hereinafter referred to as "representative(s)"] when requested, in writing, by the PPOA Board of Directors for the purpose of developing expertise in public sector labor relations, and therefore, to assist the Sheriff's Department in the expeditious resolution of labor disputes.

The representative(s) so selected shall be designated by the PPOA Board of Directors and shall serve at its pleasure for a minimum of one-year increments or in the event of exigent circumstances, a lesser period.

2. Scope of Agreement

The scope of this agreement shall be limited to the service of no more than the equivalent of two duly sworn and compensated regular Sheriff's Department employees at any time.

3. Payment

A. Except as provided herein, PPOA will pay to the County the actual costs of duly sworn and compensated regular personnel as required under the terms of this agreement, including the salary, any bonuses, uniform allowance, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the representative(s), their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, Worker's Compensation benefits at such rates as shall be determined by the County's Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the County's Board of Supervisors. It is contemplated that such actual costs, determined by the County's Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance relating to salaries and employee benefits or to the Memorandum of Understanding between parties relating to salaries and employee benefits..

B. County shall render to PPOA at the end of each calendar month an invoice covering costs pursuant to this Agreement during said month and PPOA shall pay County thereof within 30 days of the date of such statement.

C. If such payment is not delivered to the County Office, which is described on said statement, within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of PPOA on deposit with the County without giving further notice to PPOA of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1 and one-half percent per month on the unpaid balance will be levied.

4. Term of Agreement

The term of Agreement shall be from July 1, 2005, through and including the last day of June 2008.

5. Termination

PPOA may terminate this agreement as of the first day of the following month upon notice, in writing, to the other party of not less than ten days, prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, PPOA shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any personnel of the County performing service hereunder or any liability other than that provided for in this Agreement.

7. Independent Contract

Both the County and PPOA, in the performance of this Agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability

PPOA shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the duly sworn and compensated regular Deputy Sheriff personnel provided pursuant to the terms of this Agreement while engaged in services within the scope of this Agreement, and shall fully indemnify, defend, and hold County, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this Agreement while engaged in services within the scope of this Agreement.

PPOA shall not be liable for any damages proximately resulting from any lawful conduct committed by sworn personnel provided pursuant to the terms of this Agreement when said personnel are acting under the authority of Penal Code Section 830.1.

9. Extent of Services Provided and Discipline of Personnel

A. Except as specifically set forth herein, the duly sworn and compensated regular Deputy Sheriff personnel provided shall have the same basic responsibilities with respect to law enforcement in general as are customarily held by sworn personnel under the statutes of this State.

B. The standards of performance, the discipline of personnel, and other matters incident to the performance of any law enforcement functions shall remain in the County with the Sheriff.

10. Notice of Suit

PPOA shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against PPOA arising out of the performance of this Agreement. PPOA shall furnish immediately to County copies of all pertinent papers received by PPOA.

11. Contract Complete. Variations

This writing embodies the whole of the Agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any representative(s), assigned to duties under this Agreement, shall upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists, unless he/she chooses to accept a different assignment.

13. Compliance with County Lobbyist Ordinance

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend this Agreement.

14. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

15. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on the day, month, and year first above written.

PROFESSIONAL PEACE OFFICERS ASSOCIATION

BY _____
JOHN STITES, PRESIDENT

COUNTY OF LOS ANGELES

BY _____
LEROY D. BACA, SHERIFF

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., County Counsel

BY _____
LESTER J. TOLNAI, PRINCIPAL DEPUTY