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

LEROY D. BACA, SHERIFF

December 9, 2008

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 2009 TOURNAMENT OF ROSES PARADE (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Authorization for the Sheriff to enter into the attached Agreement to provide law enforcement services to the city of Pasadena during the 120th Tournament of Roses Parade on January 1, 2009.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Agreement for law enforcement services to the city of Pasadena during the 120th Tournament of Roses Parade on January 1, 2009, at the estimated cost of $727,702.

2. Instruct the Chairman 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 2 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 Los Angeles County Sheriff's Department (Department), provide law enforcement services during the city's annual Tournament of Roses Parade on January 1, 2009. The number of spectators and vehicles that enter the city of Pasadena to attend this event requires supplemental law enforcement services to provide adequate police protection and traffic control. The city of Pasadena is desirous of contracting with Los Angeles County (County) for additional law enforcement services through the Department.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 3, Organizational Effectiveness and Goal 4, Fiscal Responsibility. By combining resources, the Pasadena Police Department and the Department will enhance public safety during the Tournament of Roses Parade. All 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 total estimated cost for the parade is $727,702. The Tournament of Roses Parade will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Department's sworn and professional staff on a voluntary overtime basis. The estimated total number of personnel required is 850, totaling 11,050 hours. The contract provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs will be compensated (refer to Attachment 1).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer, Board of Supervisors, return three originally executed agreements to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

LEROY D. BACA
SHERIFF

AGREEMENT NO. 19,617

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN COUNTY OF LOS ANGELES & THE CITY OF PASADENA

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SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
& THE CITY OF PASADENA

AGREEMENT NO. 19,617

THIS AGREEMENT, dated for purposes of reference only, November 30, 2008, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF PASADENA, hereinafter referred to as "City".

RECITALS:

(a) The City of Pasadena and the Tournament of Roses Association will stage and conduct the annual Tournament of Roses Parade on January 1, 2009.

(b) The number of spectators and vehicles that enter the City to attend this event is so great that the City Police Department will require considerable assistance to provide adequate police protection and traffic control.

(c) The City is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department.

(d) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.

(e) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide to the City law enforcement services according to a plan for law enforcement as developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth in paragraph 2.1 and 2.2 for the following dates inclusive: December 31, 2008 through January 1, 2009. The services provided pursuant to this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if

County did not enter into this Agreement for supplemental law enforcement services.

1.2 Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

2.1 It is the intent of the Sheriff to hire sufficient personnel to staff according to the plan referred to in paragraph 1.1. However, to ensure the safety of the public and sworn personnel, should the Sheriff determine that an insufficient number of personnel are available to staff according to the plan referred to in paragraph 1.1, the Sheriff will notify the Chief of Police of the City no later than 5:00 p.m. on Friday, December 1, 2008.

2.2 The County agrees to provide to the City the following classification of personnel for use in carrying out the plan for law enforcement referred to in paragraph 1.1 and subject to the conditions set forth in this section.

Classification	# of Personnel
Deputy Sheriff - Area Commander	1
Deputy Sheriff - Captain	1
Deputy Sheriff - Lieutenant	16
Deputy Sheriff - Sergeant	63
Deputy Sheriff - Bonus II	24
Deputy Sheriff - Bonus I	96
Deputy Sheriff - Generalist	450
Community Services Asst.	2
Criminalist	1
Deputy Sheriff - Reserve	91
Operations Assistant I	1
Operations Assistant II	1

Operations Assistant III	1
Communications Operator II	10
Custody Assistant	2
Dept. Emp. Relations Rep.	1
Intermediate Typist Clerk	1
Law Enforcement Technician	25
Locksmith	1
Parking Control Officer	1
General Maintenance Worker	2
Procurement Aide	1
Public Response Dispatcher II	10
Secretary V	1
Senior Criminalist	2
Supervising Communications Operator	2
Security Assistant	20
Senior General Maint. Worker	3
Supervising Parking Control Officer	3
Inventory Control Assistant	1
Electronic Communications Technician	2
Evidence & Property Custodian III	1
Warehouse Manager	2
Station Clerk II	1
Security Officers	21
Intermediate Typist Clerk	1

An amount not exceeding 200 hours of clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services 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 1.1, including pre-event and post-event float escorts as requested by the City.

2.3 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 1, 2008, unless circumstances preclude him, as a practical matter, from giving such notice, in which event the Sheriff shall provide such notice as is feasible and practical under the circumstances.

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

2.5 The hours of duty performed by County employees under this contract will be those established and agreed upon in the plan for law enforcement described in paragraph 1.1.

2.6 The rendition of the services performed by the Sheriff's Department, i.e., the standards of performance, the discipline of Sheriff's Department personnel, and the control of all Sheriff's Department personnel employed under this Agreement shall be under, and remain under, the Sheriff of the County of Los Angeles or his authorized representative.

2.7 In the event of any dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or extent of services or manner of performance of such services, the determination thereof made by the Sheriff or his authorized representative shall be final and conclusive as between the parties hereto. The Sheriff will make such determination is good faith.

2.8 All City employees who work in conjunction with the Sheriff's Department

pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become an employee of the County.

2.9 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County Officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this agreement and is a municipal function.

2.10 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

3.0 INDEMNIFICATION

3.1 The County and City agree to indemnify, defend and save harmless each other, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the indemnitor's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the City by any person pursuant to this agreement.

4.0 TERM OF CONTRACT

4.1 Unless sooner terminated as provided for herein, this agreement shall be effective December 31, 2008 and shall remain in effect until January 1, 2009.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this agreement with or without cause by giving not less than sixty (60) days advanced written notice to the other party.

5.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

6.0 CONTRACT SUM

6.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County Auditor-Controller.

6.2 For and in consideration of the rendition of the law enforcement services to be performed by the County for the City under the contract, the City agrees it will pay the County for said services at the hourly rates established each Fiscal Year by the County Auditor-Controller. For the Fiscal Year 2008-2009, the hourly rates are as follows:

CLASSIFICATION	HOURLY RATE
Deputy Sheriff - Area Commander	142.93
Deputy Sheriff - Captain	125.60
Deputy Sheriff - Lieutenant	101.16
Deputy Sheriff - Sergeant	84.14
Deputy Sheriff - Bonus II	81.30
Deputy Sheriff - Bonus I	68.06
Deputy Sheriff - Generalist	64.37
Deputy Sheriff - Reserve	51.07
Community Srvcs. Asst.	24.22
Criminalist	53.43
Communications Operator II	40.04
Custody Assistant	40.84

Dept. Emp. Relations Rep.	55.85
Electronic Communications Technician	56.37
Evidence & Property Custodian III	37.64
General Maintenance Worker	33.07
Inventory Control Assistant	30.29
Intermediate Typist Clerk	26.47
Law Enforcement Technician	37.00
Locksmith	46.18
Operations Assistant I	35.23
Operations Assistant II	43.75
Operations Assistant III	50.11
Parking Control Officer	30.96
Procurement Aide	30.89
Public Response Dispatcher II	43.43
Secretary V	38.68
Security Assistant	20.41
Security Officers	30.89
Senior Criminalist	72.00
Senior General Maint. Worker	36.82
Sheriff's Station Clerk II	32.59
Supervising Parking Control Officer	35.75
Suprv. Comm. Operator	44.63
Warehouse Manager	40.64

The rates depicted above are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits and overhead of the County attributable to the provision of services pursuant to this agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Board of Supervisors of Los Angeles County governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff of the County of Los Angeles, shall render to said City, a summarized invoice which covers all services performed during said event. A 3% liability surcharge and vehicle milage charges will be added to the invoice. Said City shall pay County for all undisputed amounts within thirty (30) days after date of said invoice.

7.2 If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

7.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

7.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

8.0 ENTIRE AGREEMENT

10.1 This Agreement constitutes the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County.

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
& THE CITY OF PASADENA

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

APPROVED AS TO FORM:

City Attorney

ATTEST:

12/08/08
City Clerk

ATTEST:

Sachi A. Hamai
Executive Officer - Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

Principal Deputy County Counsel

CITY OF PASADENA

By 12/4/08
MICHAEL J. BECK
City Manager

APPROVED:

By
Police Chief, City of Pasadena

COUNTY OF LOS ANGELES

By _____
Don Knabe
Chairman of the Board

Attachment 1

Sheriff's Personnel	Hourly Rate	Number of Persons	Total Hours	Estimated Total Cost
Deputy Sheriff-Area Commander	142.93	1	13	1,858
Deputy Sheriff-Captain	125.60	1	13	1,632
Deputy Sheriff-Lieutenant	101.16	15	195	19,726
Deputy-Sergeant	84.14	63	819	68,911
Deputy Bonus II	83.74	24	312	25,366
Deputy Bonus I	68.06	96	1248	84,939
Deputy Generalist	64.37	450	5850	376,565
Community Services Assistant	24.22	2	26	630
Criminalist	53.43	1	13	695
Reserve Deputy (Daily Salary)	51.07	91	1183	60,416
Custody Assistant	40.84	2	26	1,062
Dept. Emp. Relations Rep.	55.85	1	13	726
Electronic Communications Tech.	56.37	2	26	1,466
Evidence & Property Custodian III	37.64	1	13	489
General Maintenance Worker	33.07	2	26	860
Inventory Control Assistant	30.29	1	13	394
Intermediate Typist-Clerk	27.42	1	13	356
Law Enforcement Technician	37.00	25	325	12,025
Locksmith	46.18	1	13	600
Operations Assistant I	35.23	1	13	458
Operations Assistant II	43.75	1	13	569
Operations Assistant III	50.11	1	13	651
Parking Control Officer	30.96	1	13	402
Procurement Aide	30.89	1	13	402

Attachment 1

Sheriff's Personnel	Hourly Rate	Number of Persons	Total Hours	Estimated Total Cost
Public Response Dispatcher II	43.43	10	130	5,646
Secretary V	38.68	1	13	503
Security Assistant	20.41	20	260	5,307
Security Officer	30.89	21	173	8,433
Senior Criminalist	72.00	2	26	1,872
Senior General Maintenance Worker	36.82	3	39	1,436
Sheriff's Station Clerk II	32.59	1	13	424
Supervising Parking Control Officer	35.75	3	39	1,394
Supervising Comm. Operator	44.63	2	26	1,160
Warehouse Manager	40.64	2	26	1,057
Subtotal		**850**	**11,050**	**$688,429**

3 percent Liability	$17,275
Estimated Mileage Cost	12,075
TOTAL	**$717,779**

Estimated Support Time

		Hours
Sergeant	50	4,207
Law Enforcement Technician	150	5,717

Total Estimated Costs $727,702