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

LEROY D. BACA, SHERIFF

December 1, 2009

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 2010 TOURNAMENT OF ROSES PARADE (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Request authorization for the Sheriff to enter into the attached Agreement to provide law enforcement services to the city of Pasadena during the 121st Tournament of Roses Parade on January 1, 2010.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Agreement for Law Enforcement Services to the city of Pasadena during the 121st Tournament of Roses Parade on January 1, 2010, at the estimated cost of $722,444.

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 (County), through the Sheriff's Department (Department), provide law enforcement services during the city's annual Tournament of Roses Parade on January 1, 2010. 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 the County for additional law enforcement services through the Department.

Implementation of Strategic Goals

This recommended action conforms with the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by combining resources, the Pasadena Police Department and the Department, will enhance public safety during the event, efficiently delivering much needed services to the city of Pasadena. It ensures safety and security to County residents, along with the worldwide visitors of the event. 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 County Auditor-Controller. The County will be reimbursed by the City of Pasadena for all costs incurred at the current rates established by the County Auditor-Controller. The total estimated cost for the parade is $722,444. 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 A for rates).

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 deputy personnel on an overtime status.

CONCLUSION

Upon Board approval, please return three individually certified copies of the adopted letter and three originally executed agreements to the Department's Contract Law Enforcement Bureau.

Sincerely,

Leroy D. Baca

LEROY D. BACA
SHERIFF

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF PASADENA FOR 2010 TOURNAMENT OF ROSES PARADE

TABLE OF CONTENTS

SECTION	TITLE	PAGE
RECITALS		2
1.0	SCOPE OF SERVICES	3
2.0	ADMINISTRATION AND DEPLOYMENT OF PERSONNEL	3
3.0	INDEMNIFICATION	6
4.0	TERM OF AGREEMENT	6
5.0	RIGHT OF TERMINATION	7
6.0	BILLING RATES	7
7.0	PAYMENT PROCEDURES	8
8.0	AMENDMENTS	9
9.0	AUTHORIZATION WARRANTY	9
10.0	NOTICES	10
11.0	ENTIRE AGREEMENT	10
SIGNATURES		11

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF PASADENA

This Supplemental Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the County of Los Angeles (hereinafter referred to as "County") and the City of Pasadena (hereinafter referred to as "City"), effective upon execution by the County Board of Supervisors.

RECITALS

Whereas, the City of Pasadena and the Tournament of Roses Association will stage and conduct the annual Tournament of Roses Parade on January 1, 2010; and

Whereas, 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; and

Whereas, 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; and

Whereas, the County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

Whereas, such supplemental law enforcement agreements are authorized and provided for by the provisions of Section 56 1/2 and Section 56 3/4 of the County Charter and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, through the Sheriff of the County of Los Angeles (hereinafter referred to as "Sheriff") to provide law enforcement services to the City according to the operations plan(s) for law enforcement as developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth in Sections 2.1 and 2.2 for the following dates inclusive: December 31, 2009 through January 1, 2010. 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 Supplemental Law Enforcement Services Agreement.

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 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 AND DEPLOYMENT OF PERSONNEL

2.1 It is the intent of the Sheriff to hire sufficient personnel to staff according to the operations plan(s) referred to in Section 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 operations plan(s) referred to in Section 1.1, the Sheriff will notify the Chief of Police of the City no later than 5:00 p.m. on Friday, December 1, 2009.

2.2 The County agrees to provide to the City the following classification of personnel for use in carrying out the operations plan(s) for law enforcement referred to in Section 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

2.3 County agrees to provide an amount not exceeding two hundred (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 operations plan(s) for law enforcement referred to in Section 1.1, including pre-event and post-event float escorts as requested by the City.

2.4 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, 2009, 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.

2.5 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.

2.6 The hours of duty performed by County employees under this Agreement will be those established and agreed upon in the operations plan(s) for law enforcement described in Section 1.1.

2.7 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 or his authorized representative.

2.8 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.

2.9 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.

2.10 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 their duties performing law enforcement services pursuant to this Agreement.

2.11 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 the 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 commence upon execution by the County Board of Supervisors and shall remain in effect through January 1, 2010.

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 advance 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 BILLING RATES

6.1 The City shall pay for the services provided under the terms of this Supplemental Law Enforcement Services Agreement at the rates 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 this Agreement, 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 2009-2010, the hourly rates are as follows:

CLASSIFICATION	HOURLY RATE
Deputy Sheriff - Area Commander	143.27
Deputy Sheriff - Captain	125.61
Deputy Sheriff - Lieutenant	101.26
Deputy Sheriff - Sergeant	84.23
Deputy Sheriff - Bonus II	81.40
Deputy Sheriff - Bonus I	68.17
Deputy Sheriff - Generalist	64.55
Deputy Sheriff - Reserve	51.19
Community Srvcs. Asst.	24.57
Criminalist	54.21
Communications Operator II	40.62
Custody Assistant	41.43
Dept. Emp. Relations Rep.	56.67
Electronic Communications Technician	57.20

Evidence & Property Custodian III	38.19
General Maintenance Worker	33.55
Inventory Control Assistant	30.73
Intermediate Typist Clerk	27.81
Law Enforcement Technician	37.54
Locksmith	46.86
Operations Assistant I	35.74
Operations Assistant II	44.39
Operations Assistant III	50.84
Parking Control Officer	31.41
Procurement Aide	31.33
Public Response Dispatcher II	44.06
Secretary V	39.24
Security Assistant	20.72
Security Officers	31.33
Senior Criminalist	73.05
Senior General Maint. Worker	37.35
Sheriff's Station Clerk II	33.05
Supervising Parking Control Officer	36.27
Suprv. Comm. Operator	45.28
Warehouse Manager	41.23

6.3 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 the 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 County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff, shall render to said City, a summarized invoice which covers all services performed during said event. A three percent (3%) liability surcharge and vehicle mileage 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 ten (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 sixty (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 the City of the County's intention to do so.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized representatives of the County and the City.

9.0 AUTHORIZATION WARRANTY

9.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

9.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

10.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Attn: Capt. Ed Rogner
4700 Ramona Blvd. Rm. 214
Monterey Park, CA 91754
(323) 526-5737

Fax (323) 415-1922

Notices to City of shall be addressed as follows:

City of Pasadena
Attn: Lt. George Wiley
Address 207 North Garfield Ave.
Pasadena, CA 91101
Phone 626-744-4598
Fax 626-744-6643

11.0 ENTIRE AGREEMENT

This Agreement and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and duly executed by authorized representatives of the City and the County.

ATTACHMENT "A"

SHERIFF'S DEPARTMENT
FISCAL YEAR 2009-2010
ROSE PARADE RATES

	Hourly Rate	3.00% Liability	Total Hourly Rate	Number Deployed	13 Total Hours	Total Costs
Area Commander	143.27	N/A	143.27	1	13	1,862.51
Captain	125.61	N/A	125.61	1	13	1,632.93
Lieutenant	101.26	N/A	101.26	15	195	19,745.70
Sergeant	84.23	N/A	84.23	63	819	68,984.37
Deputy Bonus II	81.4	2.44	83.84	24	312	25,396.80
Deputy Bonus I	68.17	2.05	70.22	96	1248	85,076.16
Deputy Generalist	64.55	1.94	66.49	450	5850	377,617.50
Community Services Asst.	24.57	0.74	25.31	2	26	638.82
Criminalist	54.21	1.63	55.84	1	13	704.73
Reserve Deputy (daily salary)	51.19	1.54	52.73	91	1183	60,557.77
Custody Assistant	41.43	1.24	42.67	2	26	1,077.18
Dept. Emp. Relations Rep.	56.67	N/A	53.87	1	13	736.71
Electronic Communications Tech	57.20	N/A	57.2	2	26	1,487.20
Evidence & Property Custodian III	38.19	N/A	38.19	1	13	496.47
General Maintenance Worker	33.55	N/A	33.55	2	26	872.30
Inventory Control Assistant	30.73	N/A	30.73	1	13	399.49
Intermediate Typist-Clerk	27.81	N/A	26.47	1	13	361.53
Law Enforcement Technician	37.54	1.13	38.67	25	325	12,200.50
Locksmith	46.86	N/A	40.66	1	13	609.18
Operations Assistant I	35.74	N/A	34.00	1	13	464.62
Operations Assistant II	44.39	N/A	44.39	1	13	577.07
Operations Assistant III	50.84	N/A	50.84	1	13	660.92
Parking Control Officer	31.41	0.94	32.35	1	13	408.33
Procurement Aide	31.33	N/A	29.82	1	13	407.29
Public Response Dispatcher II	44.06	N/A	42.1	10	130	5,727.80
Secretary V	39.24	N/A	39.24	1	13	510.12
Security Assistant	20.72	0.62	21.34	20	260	5,387.20
Security Officer	31.33	0.94	32.27	21	273	8,553.09
Senior Criminalist	73.05	N/A	73.05	2	26	1,899.30
Senior General Maintenance Wkr	37.35	N/A	35.53	3	39	1,456.65
Sheriff's Station Clerk II	33.05	N/A	33.05	1	13	429.65
Supervising Parking Control Officer	36.27	N/A	35.75	3	39	1,414.53
Suprv. Communications Operator	45.28	N/A	45.28	2	26	1,177.28
Warehouse Manager	41.23	N/A	39.19	2	26	1,071.98
				850	11,050	690,604
				3%	Liability	17,329
				Estimated Milage Cost		4,500
				Sub-Total Estimated Cost		712,432

Estimate Support Time

	Hours	
Sergeant	50	4,212
LET	150	5,800
Total Estimated Costs		722,444

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

IN WITNESS WHEREOF, the County of Los Angeles, through its Board of Supervisors, has caused this Agreement to be executed by its Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its authorized representative.

APPROVED AS TO FORM:

By _____
Asst. City Attorney

ATTEST:

By _____ 10/22/09
City Clerk

CITY OF PASADENA

By _____
for City Manager

APPROVED:

By _____
Police Chief, City of Pasadena

ATTEST:
SACHI A. HAMAI
Executive Officer - Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy County Counsel