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

LEROY D. BACA, SHERIFF

A Tradition of Service

July 06, 2010

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

Dear Supervisors:

APPROVE THE MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT AND COUNTY-CITY SPECIAL INDEMNITY AGREEMENT, BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MAYWOOD (FIRST DISTRICT) (4 VOTES)

SUBJECT

The city of Maywood (Maywood) lost its liability insurance and voted to disband its police department effective July 1, 2010. Maywood, acting under exigent circumstances, requested the Los Angeles County Sheriff's Department (Department) to provide municipal policing services, effective July 1, 2010.

The Department seeks to gain Board approval for a Municipal Law Enforcement Services Agreement (Agreement) and the County-City Special Indemnity Agreement (Indemnity Agreement), effective July 1, 2010, through June 30, 2014, with Maywood.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve, and instruct the Chair of the Board to execute, the attached Agreement (Attachment 1) with Maywood, effective July 1, 2010, through June 30, 2014.

2. Approve, and instruct the Chair of the Board to execute, the attached Indemnity Agreement (Attachment 2) with Maywood, effective July 1, 2010.

3. Authorize an Appropriation Adjustment to increase the Department's Patrol Budget Unit in the amount of $3,813,000 ($3,739,000 for Salaries and Employee Benefits, and $74,000 for Services

and Supplies) for Fiscal Year (FY) 2010-11, to be fully offset by Maywood funding, and authorize under the provisions of Los Angeles County (County) Code Section 6.06.200 ordinance authority for the additional positions of 4 sergeants, 18 deputies, 3 bonus-1 deputies, 2 law enforcement technicians, and 1 custody assistant to be formally established as part of the Department's FY 2010-11 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide Maywood with municipal law enforcement services within the city from July 1, 2010, to June 30, 2014. The approval of this Agreement will permit the Department to provide general law enforcement services to Maywood, which has requested such services. The attached Agreement incorporates by reference the Indemnity Agreement to be approved by your Board this same day. The purpose of the Indemnity Agreement is to clarify the obligations of the County and Maywood.

The Department is acting under an emergent timeline to provide the residents of Maywood with policing services. The Board's approval of these Agreements will ensure that the Department recovers all of its costs associated with these policing services, rather than deploying minimal emergent patrol services into Maywood under Constitutional authority of the Sheriff.

The Transfer of Equipment and Facilities Agreement will be forthcoming upon completion of an assessment. This will authorize the use of the city's facilities, transfer the ownership of certain equipment to the Department, and reimburse the County for Start-up costs.

The Department's Contract Cities Program (Program) has provided benefits to both the Department and the County as a whole. Primarily, the Program has provided the opportunity to establish new sheriff's stations in strategic locations throughout the County, resulting in greater visibility and faster response times to the unincorporated areas. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving contract cities within the County.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, your approval of the recommended action would enhance the County's Strategic Plan, Goal 3; Community and Municipal Services, and Goal 5; Public Safety, by maintaining a law enforcement presence in Maywood. The Department can facilitate a more rapid and organized deployment of personnel to all segments of the County in situations of mutual aid.

FISCAL IMPACT/FINANCING

An Appropriation Adjustment, in the amount of $3,813,000 ($3,739,000 for Salaries and Employee Benefits for 28 positions, and $74,000 for Services and Supplies), is requested to augment the Department's Patrol Budget Unit for FY 2010-11. This amount will be fully offset by Maywood.

Maywood shall pay the Department for said services in the Agreement according to the appropriate and prevailing billing rates as determined by the Auditor-Controller each FY. Maywood is aware that the rates are renewed at the beginning of every FY as determined by the Auditor-Controller and

indicated in the Agreement. The contract city rates are calculated by the Auditor-Controller, pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by your Board.

For FY 2010-11, the revenue for Maywood is $3.8 million. It will be collected in 12 equal payments over the course of the FY and will be impacted by deployment vacancies and personnel additions or deletions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the provisions of Article XII, Sections 56-1/2 and 56-3/4 of the Charter of the County, the County shall have the authority to provide for the assumption and discharge of municipal functions of any of the cities and towns within said County whenever requested by such city. The Agreement with Maywood allows for the provision of general law enforcement services by the Department within the city from July 1, 2010, to June 30, 2014. It is requested that the Chair of the Board, through the Executive Office of the Board of Supervisors, execute the Agreement, and the Indemnity Agreement with Maywood.

The Agreement and the Indemnity Agreement have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approving the Agreement will improve the quality of law enforcement services and public safety of Maywood, and the unincorporated areas of the County, by enhancing the response times for law enforcement services. Both the County and Maywood benefit from the synergistic effects and the utilization of County resources in the most efficient manner. There are no anticipated negative impacts upon the unincorporated patrol areas of the County.

CONCLUSION

Upon conclusion of your board, please forward a copy of the adopted Board letter and four executed copies of the Agreements to the Department's Contract Law Enforcement Bureau.

Sincerely,

LEROY D. BACA
Sheriff

LDB:LLW:BAF:RTM:ea

Enclosures

ATTACHMENT 1

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF MAYWOOD

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ATTACHMENT A: Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF MAYWOOD

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this ____day of ____ 2010 by and between the COUNTY OF LOS ANGELES, (hereinafter referred to as "County") and the CITY OF MAYWOOD (hereinafter referred to as "City").

RECITALS

Whereas, the City is desirous of contracting with the County for the performance of law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as "Sheriff's Department"); and

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

Whereas, such law enforcement services agreements are authorized and provided for by the provisions of Section 56 1/2 and 56 3/4 of the County Charter and California Government Code Section 51301.

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 general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

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

1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

2.1 During the term of this Agreement, the Sheriff or his designee shall serve as Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.

2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the City.

2.4 With regard to Sections 2.2 and 2.3 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.5 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 employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted by the City and the County.

2.6 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.

2.7 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.

2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall, for purposes of this Agreement, be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, attached hereto as Attachment A and incorporated herein by this reference.

3.2 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto as an Amendment to this Agreement.

3.3 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

3.4 The most recent dated and signed SH-AD 575 Deployment of Personnel form attached to this Agreement shall be the staffing level in effect between the County and the City.

3.5 The City is not limited to the services indicated in Attachment A, but the City may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in an amended SH-AD 575 Deployment of Personnel form under the procedures set forth in Sections 3.2 and 3.3 above.

4.0 PERFORMANCE OF AGREEMENT

4.1 For the purpose of performing said general law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment,

communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the City which would not normally be provided by the Sheriff, the City shall furnish, at its own cost and expense, all necessary office space, and the Sheriff shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water and other utilities.

4.4 It is expressly further understood that in the event a local office or building is maintained in said City, such local office or building may be used by the Sheriff in connection with the performance of his duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the Board of Supervisors this same day. This document is made a part of and incorporated into this Agreement as if set out in full herein.

5.3 In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent

agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from July 1, 2010 through June 30, 2014, unless sooner terminated or extended as provided for herein.

6.2 At the option of the County Board of Supervisors and with the consent of the City Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Section 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) days before the date specified for such termination.

7.4 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, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form, as established by the County Auditor-Controller.

8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

8.3 The City shall be billed based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form.

8.4 The cost of other services requested pursuant to Section 3.5 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) 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.

9.3 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.

9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) 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.

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
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone (323) 526-5737
Fax (323) 267-6636

Notices to City of shall be addressed as follows:

City of Maywood
Attn: City Manager
4319 East Slauson Avenue
Maywood, CA 90270
Phone (323) 562-5700
Fax (323) 773-2806

11.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an authorized representative of the City. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

12.0 AUTHORIZATION WARRANTY

12.1 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.

12.2 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.

13.0 ENTIRE AGREEMENT

This Agreement, Attachment A, 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 11.0, Amendments, of this Agreement.

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MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF MAYWOOD

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the 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 duly authorized representative.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair of the Board of Supervisors

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

By _____
Deputy

CITY OF MAYWOOD

By _____
CITY OF MAYWOOD, MAYOR

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

ATTACHMENT A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

Service Level Authorization

CITY: *Maywood*

FISCAL YEAR: *2010 - 2011* **EFFECTIVE DATE:** *7/1/2010*

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED NEW	PREVIOUS	CHANGE	CONTRACT LAW USE ONLY
	DEPUTY SHERIFF SERVICE UNIT				
306	40 Hour	1.0000	0.0000	1.0000	
307	56 Hour	10.0000	0.0000	10.0000	
308	70 Hour	0.0000	0.0000	0.0000	
310	Non-Relief	0.0000	0.0000	0.0000	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)				
301	40 Hour	0.0000	0.0000	0.0000	
302	56 Hour	0.0000	0.0000	0.0000	
303	70 Hour	0.0000	0.0000	0.0000	
305	Non-Relief	0.0000	0.0000	0.0000	
	GROWTH DEPUTY, UNITS (Non-Relief Only)				
335	Deputy	0.0000	0.0000	0.0000	
358	Deputy (with a dedicated vehicle)	0.0000	0.0000	0.0000	
336	Deputy, B-1	0.0000	0.0000	0.0000	
359	Deputy, B-1 (with a dedicated vehicle)	0.0000	0.0000	0.0000	
	GRANT UNITS (Non-Relief Only)				
383	Deputy	0.0000	0.0000	0.0000	
360	Deputy (with a dedicated vehicle)	0.0000	0.0000	0.0000	
384	Deputy B-1	0.0000	0.0000	0.0000	
361	Deputy B-1 (with a dedicated vehicle)	0.0000	0.0000	0.0000	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
342	Lieutenant	0.0000	0.0000	0.0000	
353	Sergeant (SAO)	1.0000	0.0000	1.0000	
348	Sergeant (Motor)	0.0000	0.0000	0.0000	
354	Watch Deputy	0.0000	0.0000	0.0000	
305	Motor Deputy	0.0000	0.0000	0.0000	
325	CSA	0.0000	0.0000	0.0000	
347	Security Officer	0.0000	0.0000	0.0000	
340	Law Enforcement Tech	0.0000	0.0000	0.0000	
343	Operations Asst I	0.0000	0.0000	0.0000	
344	Operations Asst II	0.0000	0.0000	0.0000	
345	Operations Asst III	0.0000	0.0000	0.0000	
351	Stn Clerk II	0.0000	0.0000	0.0000	
329	Crime Analyst	0.0000	0.0000	0.0000	
331	Custody Assistant	0.0000	0.0000	0.0000	
	Other (Need to insert cost on Pg 2)	0.0000	0.0000	0.0000	
ATTN:	**Routine City Helicopter Billing Agreement (Indicate)**	YES	NO		

HOURS OF SERVICE & ESTIMATED CHARGES

CITY: Maywood 7/1/2010

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 4 %	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT		ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT									
40 Hour	$232,333	1	232,333.00	9,293.32	241,626.32	2086	2,086	125,160	1.1660
56 Hour	$325,266	10	3,252,660.00	130,106.40	3,382,766.40	2920	29,200	1,752,000	16.3200
70 Hour	$406,583	0	0.00	0.00	0.00	3650	0	0	0.0000
Non-Relief	$211,212	0	0.00	0.00	0.00	1789	0	0	0.0000
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)									
40 Hour	$241,642	0	0.00	0.00	0.00	2086	0	0	0.0000
56 Hour	$338,299	0	0.00	0.00	0.00	2920	0	0	0.0000
70 Hour	$422,873	0	0.00	0.00	0.00	3650	0	0	0.0000
Non-Relief	$219,674	0	0.00	0.00	0.00	1789	0	0	0.0000
GROWTH DEPUTY UNITS (Non-Relief Only)									
Deputy	$144,976	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy (with dedicated vehicle)	$164,548	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy, B-1	$153,094	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy B-1 (with dedicated vehicle)	$172,666	0	0.00	0.00	0.00	1789	0	0	0.0000
GRANT UNITS (Non-Relief Only)									
Deputy	$144,976	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy (with dedicated vehicle)	$164,548	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy B-1	$153,094	0	0.00	0.00	0.00	1789	0	0	0.0000
Deputy B-1 (with dedicated vehicle)	$172,666	0	0.00	0.00	0.00	1789	0	0	0.0000
SUPPLEMENTAL POSITIONS (Non-Relief Only)									
Lieutenant	$226,346	0	0.00	N/A	0.00	1789	0	0	0.0000
Sergeant (SAO)	$188,397	1	188,397.00	N/A	188,397.00	1789	1,789	107,340	1.0000
Sergeant (Motor)	$199,471	0	0.00	0.00	0.00	1789	0	0	0.0000
Watch Deputy	$150,322	0	0.00	0.00	0.00	1789	0	0	0.0000
Motor Deputy	$219,674	0	0.00	0.00	0.00	1789	0	0	0.0000
CSA	$52,819	0	0.00	0.00	0.00	1789	0	0	0.0000
Security Officer	$86,854	0	0.00	0.00	0.00	1789	0	0	0.0000
Law Enforcement Tech	$78,756	0	0.00	0.00	0.00	1789	0	0	0.0000
Operations Asst I	$72,273	0	0.00	N/A	0.00	1789	0	0	0.0000
Operations Asst II	$89,776	0	0.00	N/A	0.00	1789	0	0	0.0000
Operations Asst III	$102,807	0	0.00	N/A	0.00	1789	0	0	0.0000
Stn Clerk II	$66,844	0	0.00	N/A	0.00	1789	0	0	0.0000
Crime Analyst	$100,586	0	0.00	N/A	0.00	1789	0	0	0.0000
Custody Assistant	$88,395	0	0.00	0.00	0.00	1789	0	0	0.0000
Other (Need to insert cost in next column)		0	0.00	N/A	0.00	1789	0	0	0.0000

ESTIMATED COST FOR SERVICE UNITS **

$3,673,390.00

LIABILITY @ 4% = $139,399.72

TOTAL ESTIMATED COST $3,812,789.72

	HOURS	MINUTES	PERSONNEL
DEPUTY	31,286	1,877,160	17.4860
DEPUTY, B-1	0	0	0.0000
LT/SERGEANT	1,789	107,340	1.0000
CSA	0	0	0.0000
CIVILIAN	0	0	0.0000

SH-AD 575 (REV. 4/10)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

DEPLOYMENT SURVEY

EFFECTIVE DATE: 7/1/2010 City: Maywood

SERVICE UNIT	TOTAL UNITS PURCHASED	DEPLOYMENT										TOTAL UNITS ASSIGNED
		GENERAL LAW			TRAFFIC LAW			DEP MOTOR	SPECIAL ASSIGN.	D.B.	TEAM LDR	
		EM	DAY	PM	EM	DAY	PM					
DEPUTY, GENERALIST												
40 Hour	1			1								1
56 Hour	10	2	2	3	1	1	1					10
70 Hour	0											0
Non-Relief	0											0
Motor	0											0
DEPUTY, BONUS I												
40 Hour	0											0
56 Hour	0											0
70 Hour	0											0
Non-Relief	0											0
GROWTH DEPUTY												
Deputy	0											0
Deputy, Dedicated Veh.	0											0
B-1	0											0
B-1, Dedicated Veh.	0											0
GRANT DEPUTY												
Deputy	0											0
Deputy, Dedicated Veh	0											0
B-1	0											0
B-1, Dedicated Veh.	0											0

*NOTE License Detail is billed on an hourly basis and billed monthly as service is provided.

License Detail processes business license & renewal applications: Yes (No)

License Detail acts on violations observed within the city: Yes (No)

REPORT PREPARED BY: Sgt. Elsa Avila DATE: 6-29-10

APPROVED BY: STATION COMMANDER DATE:

CITY APPROVAL BY: DATE: 6-28-10

CITY OFFICIAL "I certify that I am authorized to make this change on behalf of the City"

PROCESSED AT CLEB BY: Elsa Avila DATE: 6-29-10

	YES	NO
BILLING MEMO REQUIRED:	✓	
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED:	✓	
MINUTE PROGRAM:	✓	

SH-AD 575 (REV. 4/10)

ATTACHMENT 2

COUNTY-CITY SPECIAL INDEMNITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated for reference purposes on the 1st day of July, 2010, is made and entered into between the County of Los Angeles, hereinafter referred to as the "County," and the City of Maywood, hereinafter referred to as the "City."

RECITALS

A. The City desires the performance of law enforcement services to be provided by the County, its officers, agents and employees, pursuant to a Municipal Law Enforcement Services Agreement, which contract the parties may in the future extend, renew and amend, and enter into other and further contracts for the performance of such services (hereinafter referred to as "MLESA"); and

B. The City and the County have heretofore contracted for the indemnification of the City by the County, utilizing the Liability Trust Fund ("LTF") for the acts and omissions committed by the County's employee in the course and scope of providing services under a MLESA agreement, as more particularly described as the Joint Indemnity Agreement and/or Assumption of Liability Agreement (hereinafter referred to as "Joint Indemnity Agreement") which has remained in full force and effect to the present time; and

C. In accordance with the Joint Indemnity Agreement, the County established the LTF, as provided in that agreement. In accordance with the Joint Indemnity Agreement, the City is required to pay monies into the LTF. The

monies in the LTF are used to reimburse the County for claims, losses, costs and expenses it incurs for which indemnification is provided in the MLESA agreements between County and contract cities; and

D. The County withdrew sums from the LTF for the purpose of reimbursing itself for its payment of settlement of claims related to sexual assaults committed by a deputy sheriff (Gonzales) in the years 2002 and 2003 (the "Claims"); and

E. A dispute arose between the County and the other 40 contract cities regarding the circumstances under which the County may utilize the funds in the LTF for claims arising from sexual assaults committed by deputy sheriffs employed by the County ("Sexual Assaults"); and

F. On August 25, 2009, the County Board of Supervisors approved a County-City Special Indemnity Agreement between the County and the other 40 contract cities to address issues arising out of certain Sexual Assaults, as defined in Section 2 below, occurring in the performance of MLESA agreements; and

G. The City and the County desire to execute the same County-City Special Indemnity Agreement previously entered into by the other 40 contract cities receiving law enforcement services pursuant to MLESA agreements.

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, it is mutually agreed as follows:

AGREEMENT

1. Effective Date.

This Agreement shall be effective July 1, 2010.

2. Indemnity by the County to the City.

The parties agree that the maximum liability of the LTF for any losses, claims, costs or expenses related to certain Sexual Assaults, as herein below defined, by deputies or other peace officers in the employ of the County shall be one-half (1/2) of any settlement, judgment or award for such assaults and the costs of defense, including attorneys fees, for such claims or lawsuits. In the event that a withdrawal is made by the County from the LTF for any liability related to certain Sexual Assaults by deputies or other peace officers, as herein below defined, the County shall reimburse the LTF, or, in the event that it has not made a withdrawal of funds from the LTF it shall assume the responsibility to pay from its own funds, one-half (1/2) of any amounts necessary to satisfy any judgment, award or settlement not otherwise covered by insurance, if there is any, together with costs of defense, including attorneys fees, under the following circumstances:

a. A felony judgment of criminal conviction is entered in a state or federal court based upon the same facts as the claim; and

b. The felony judgment of criminal conviction is based upon an act of rape, sodomy, oral copulation or other sexual penetration of a person.

For purposes of calculating the amount that the County is obligated to pay into the LTF under this Agreement, any amount paid by an insurance carrier

directly to a claimant on a claim which is subject to this Agreement shall not be deemed to have been paid from the LTF.

For purposes of calculating the amount that the County is obligated to pay into the LTF under this Agreement, any amount paid from the LTF on a claim which is subject to this Agreement but which is reimbursed to the LTF by an insurance carrier shall not have been deemed paid from the LTF.

Nothing herein creates an obligation upon the City or any other entity to acquire, have or maintain any policy of insurance.

3. Term of and Application to Other Agreements.

This Agreement shall apply to all MLESA agreements now existing or hereafter entered into, including amendments, renewals or other extensions thereof. This Agreement shall serve to supplement the Joint Indemnity Agreements with respect to the single subject matter addressed herein.

Nothing herein shall be deemed to change, modify, alter, amend, or substitute any term, right, obligation or condition set forth in an MLESA, as amended or modified, from time to time.

4. Termination of Service Contracts Between County and City.

This Agreement shall continue in effect until the last of any MLESA or similar agreement is lawfully terminated in accordance with its terms. Such termination shall not relieve County or City for any obligations set forth in such MLESA agreement relating to obligations upon termination of such agreement and this Agreement to any claims related to a Sexual Assault.

5. Release of the Claims.

The City hereby waives, releases and relinquishes any claim it may have for the reimbursement of the sums withdrawn by the County with respect to the Claims. The County hereby waives, releases and relinquishes any right or claim it may have for reimbursement of any sums it has or may have paid or incurred with regard to any Sexual Assault occurring prior to the effective date of this Agreement.

6. Further Assurances.

Each of the parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

7. Non-Admission of Liability.

Each of the parties hereto agrees that nothing contained or incorporated herein shall be deemed as an admission of liability with respect to any matter, thing, or dispute whatsoever.

8. Entire Agreement.

This Agreement with regard to the use of LTF funds by the County for claims arising out of Sexual Assaults, and the other agreements between the parties referenced herein, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all prior and contemporaneous agreements, representations of the parties concerning the subject matter hereof and the terms applicable thereto.

9. Amendment.

This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the parties hereto.

10. Waiver.

No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any wavier constitute a continuing wavier. No waiver shall be binding unless executed in writing by the party making the waiver.

11. Counterparts.

This Agreement may be executed by one or more separate counterparts, each of which, when so executed shall together constitute one and the same instrument. A copy transmitted electronically or by facsimile shall be deemed effective as an original.

12. Captions.

The captions appearing in this Agreement are descriptive only and for convenience of reference. Should there be any conflict between any such caption and the terms of this Agreement, the latter shall control and govern the construction of this Agreement.

13. Constructions and Interpretation.

The parties have participated equally in the preparation of this Agreement, which shall be construed and interpreted simply and fairly and not strictly for or against any party.

14. Recitals.

The Recitals set forth in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized officers the day and year hereinafter set forth.

COUNTY OF LOS ANGELES

By _____
GLORIA MOLINA
Chair of the Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

CITY OF MAYWOOD

By _____
MAYOR

Date 6-28-10

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

EXHIBIT VI

ASSUMPTION OF LIABILITY AGREEMENT

THIS AGREEMENT, dated for reference purposes only, on the 14th day of November, 1977, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County," and the City of MAYWOOD sometimes hereinafter referred to as the "City."

RECITALS

(a) City and County have heretofore contracted for the performance of services by County, its officers, agents and employees, and will in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services; and

(b) Such contracts are agreements defined under §895 of the Government Code, and pursuant to §895.2 thereof joint and several liability is imposed on the parties; and

(c) Pursuant to §895.4 of the Government Code the parties as a part of the aforementioned agreements may provide for contribution or indemnification upon any liability arising out of the performance of the agreement; and

(d) The County is willing to assume liability and defend and hold the City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents and employees, occurring in the performance of said agreement; and

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JAN
RECEIVED
CITY OF
MAYWOOD

(e) The City is willing to assume liability and defend and hold the County harmless from loss, cost or expenses caused by the negligent or wrongful act or omission of city officers, agents or employees occurring in the performance of agreements between the parties, except as hereinafter provided,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of §895.2 of the Government Code of the State of California.

2. The City will assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of §895.2 of the Government Code of the State of California. In addition, when liability arises pursuant to §§830, et seq., of the Government Code, by reason of a dangerous condition of public property of the City, the City shall assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees, whether

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arising in the performance of an agreement between the parties hereto, with the exception that the County shall assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees, occurring in the performance of any agreement between the parties hereto where a duty is imposed on the County pursuant to such agreement to provide maintenance or inspection services pertaining to said property. Where such an agreement between a City and County provides that the County will provide at least the same level of maintenance or inspection services that the County provides to unincorporated areas, the County will assume liability and defend and hold the City harmless from loss, costs or expense caused by the negligent or wrongful act or omission of County officers, agents and employees in failing to provide said services in accordance with said agreement.

3. The parties further agree that the Auditor-Controller of the County shall establish a fund for the payment of losses for which the County may be liable under the terms of this agreement, and the County agrees to maintain the fund for the purpose of paying such losses which may occur through its performance under agreements to provide city services to the cities within the County.

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4. It is understood by the parties that the fund referred to in paragraph 3 above is under the full control of the Board of Supervisors and reappropriation of unencumbered year-end balances in this fund is discretionary with the Board of Supervisors.

5. The City agrees to make payment to the fund, and the County agrees to require each city receiving services under City Service Agreements to also contribute to the fund. Payments towards the total amount of the fund shall be made by the City in such amounts as may be established by the Auditor-Controller according to the policy and procedure established by the Board of Supervisors, and in the same ratio as the cost of services received by the City is to the total cost to the County for its performance of City Service Agreements during each fiscal year. In the event that City should elect to terminate its Service Agreement with the County, its responsibility to contribute to the fund pursuant to this agreement shall be limited to payment of amounts which accrue prior to the effective date of said termination.

6. Each party agrees to fully cooperate with the other and assist the other party hereto in all matters relating to losses covered by the terms of this agreement, and more specifically but not being limited thereby, each party will:

(a) Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof to the other party hereto;

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(b) If claim is made, or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party hereto.

7. Should City agree, stipulate, consent to, or otherwise suffer the granting of any claim, the making of any judgment, order, or other award for damages or other relief against itself or any of its or the County's officers, agents, or employees in any proceeding or action authorized by law involving a matter arising out of the performance by the County of services affected hereby without the prior written consent thereto of the County, the City agrees to indemnify, hold harmless, and defend the County from any loss, cost or expense to it arising from such claim, judgment, or other award irrespective of the legal basis upon which liability may be imposed by such action including liability of the County under the provisions of Section 895.2 of the Government Code.

8. Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.

9. This agreement shall apply to and shall be deemed to be a part of all agreements now existing or hereafter

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entered into, including amendments, renewals, or other extensions thereof, wherein the City and County have contracted under circumstances wherein the liability of the City and County is joint and several under §895.2 of the Government Code of the State of California. The provisions of this agreement shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore or hereafter entered into by and between the parties hereto, unless by specific reference therein this Assumption of Liability Agreement is inapplicable.

10. On the effective date of this agreement that certain agreement entitled "Assumption of Liability Amendment," if any between the parties, is terminated. The effective date of this agreement is the date executed by the parties, but in no event sooner than 12:00 A.M., March 15, 1978, unless the aforementioned Assumption of Liability Amendment should be sooner terminated by the parties, in which event the date of such termination shall be the effective date of this agreement. Upon the effective date of this agreement the same shall continue during the term of any agreement for services to which the same is applicable, unless the County shall sooner elect to terminate this agreement upon thirty days written notice to the City. The County further agrees that this agreement shall be only terminated upon the occurrence of the foregoing, or any one or more of the following events:

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(a) Failure of the City to cooperate with the County as required by this agreement.

(b) Upon the City authorizing any judgment, order or other award for damages without the consent of the County in violation of the terms and provisions of this agreement.

(c) Upon the County's election in its absolute discretion to terminate this Assumption of Liability Agreement as to all cities having such service agreements with the County.

11. To the extent that the County has agreed to indemnify, defend and waive harmless a city, its officers, agents and employees under this agreement, said obligation shall continue to exist during the term of this agreement whether or not there are sufficient funds for such indemnity, defense or hold harmless in the fund established by the Auditor-Controller. It is further understood that the County may also utilize said fund for the purchase of commercial insurance and claims management services and for the payment of other costs to cover the exposures of the County hereunder in whole or in part.

12. On termination by the City of service contract with the County, or upon termination by the County for any cause, the County shall continue to indemnify, defend and hold harmless the City for all claims and losses for which liability is imposed on the County by the terms of this agreement, and

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where arising out of the County's negligent or wrongful act or omission, prior to the effective date of said termination. Said City shall not be entitled to return of any consideration paid by it towards the fund established by the Auditor-Controller on the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

CITY OF MAYWOOD

By William G. Hamilton
Mayor

ATTEST this 16th day of February, 1978.

Leonard R. Rocher
City Clerk

COUNTY OF LOS ANGELES

By Peter F. Schabarum
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

109 DEC 27 1977

James S. Mize
JAMES S. MIZE
EXECUTIVE OFFICER

ATTEST this 22 day of MARCH, 1978.

JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors

By Lynn Jordan
Deputy

WHITE (2)

BA FORM 09/09

AUDITOR-CONTROLLER
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 770

DEPARTMENT OF SHERIFF

July 6, 2010

AUDITOR-CONTROLLER:
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 10-11

4 - VOTES

SOURCES		USES	
Sheriff's Department - Patrol Budget Unit Law Enforcement Services - Contract Cities Services		Sheriff's Department - Patrol Budget Unit	
A01-SH-92-9317-15681-15682 Contract Cities Services Increase Revenue	$3,813,000	A01-SH-1000-15681-15682 Salaries & Employee Benefits Increase Appropriation	$3,739,000
		A01-SH-2000-15681-15682 Services & Supplies Increase Appropriation	$74,000

SOURCES TOTAL: $ 3,813,000

USES TOTAL: $ 3,813,000

JUSTIFICATION

Appropriation Adjustment is required to fund municipal law enforcement services for the City of Maywood for FY 2010-11. The cost of such services will be fully recovered from the City of Maywood, and the Agreement with the City of Maywood for such services will last for three years from July 1, 2010.

Conrad Meredith

AUTHORIZED SIGNATURE Conrad Meredith, Director, Financial Programs

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

☐ ACTION

☑ RECOMMENDATION

☑ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

AUDITOR-CONTROLLER BY Karen Shikuma

July 1 20 10

B.A. NO. 004

CHIEF EXECUTIVE OFFICER BY Jacqueline Wilke

July 1 20 10

SEND 6 COPIES TO THE AUDITOR-CONTROLLER