



LEROY D. BACA, SHERIFF

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



*A Tradition of Service*

December 06, 2011

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

Dear Supervisors:

**APPROVE SUPPLEMENTAL LAW ENFORCEMENT SERVICES  
AGREEMENT WITH VARIOUS PUBLIC AGENCIES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of a Supplemental Law Enforcement Services Agreement (Agreement) with the city of Pasadena (City), and other local public agencies upon request, for supplemental law enforcement services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached Agreement with the City, effective upon execution by the Board, through June 30, 2016, unless sooner terminated or extended. Costs are fully reimbursed by the City.
2. Delegate authority to the Sheriff to execute Supplemental Law Enforcement Services Agreements, substantially similar to the Agreement, with other public agencies within Los Angeles County (County) requesting such services, effective upon execution by the Sheriff, through June 30, 2016, unless sooner terminated or extended, with all costs reimbursed by such agencies.
3. Authorize the Department to provide the requested services, and delegate authority to the Sheriff to approve and execute any and all amendments to the Supplemental Law Enforcement Services Agreements, ensuring any negative fiscal impact to the County is avoided.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City has requested that the County, through the Department, provide law enforcement services during the City's special events (i.e. USC/UCLA football games, marathons, parades, etc.). The number of spectators and vehicles that enter the City to attend these events requires supplemental law enforcement services to provide adequate police protection and traffic control. The City is desirous of contracting with the County for supplemental law enforcement services through the Department. This Agreement does not include the Rose Parade services, as those services will be covered under an additional and separate agreement.

From time to time, other local public agencies request supplemental law enforcement services from the Department. As such, the Department also seeks authority for the Sheriff to execute future Supplemental Law Enforcement Services Agreements, substantially similar to the Agreement, with public agencies within the County that request such services. These services will be provided to local public agencies that are not otherwise a party to the general Municipal Law Enforcement Services Agreements under the Department's contract cities program.

### **Implementation of Strategic Plan Goals**

This Agreement relates to the County's Strategic Plan, Goal 1, Operational Effectiveness. The Agreement will provide revenue reimbursement to the Department for services rendered. The Agreement will also provide public safety to the City when requested.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreement, the City is billed for services rendered at annually adjusted rates established by the County's Auditor-Controller. Revenue generated under these rates will fully reimburse the Department's costs associated with law enforcement services provided pursuant to the Agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement is authorized under Sections 56-1/2 and 56-3/4 of the Los Angeles County Charter and California Government Code Section 51301. The Department will, upon request by the City, provide supplemental law enforcement services for special events. The Department, however, makes no guarantee of the availability of personnel for deployment when requested by the City to perform the services. The City agrees to pay the County for said services at the hourly rates established each fiscal year by the County Auditor-Controller. Either party may terminate the Agreement with or without cause by giving not less than 60 days advance written notice to the other party. The Agreement provides for mutual indemnification of the parties.

County Counsel has approved the attached Agreement as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None. The Sheriff will provide the requested services with the resources included in the Department's budget. Under the terms of the Agreement, the City will be billed for services rendered at annually adjusted rates established by the County Auditor-Controller. Revenue generated under these rates fully reimburses the County.

The Honorable Board of Supervisors

12/6/2011

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**CONCLUSION**

Upon Board approval, 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

LDB:BAF:mjm

Enclosures

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

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**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 entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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) Whereas, the City is desirous of contracting with the County for the performance of the supplemental law enforcement functions described herein by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department;" and
- (b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (c) Whereas, such Agreement is 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 Section 51301 of the California Government Code; and
- (d) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement.

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, as available, through the Sheriff of the County of Los Angeles, to provide supplemental law enforcement services for special events occurring within the City boundaries during the term of this Agreement. The classification and approximate numbers of personnel provided by the County will be determined and mutually agreed upon between the Sheriff and City prior to each event, and set forth in an operations plan which shall be attached hereto as an

Amendment to this Agreement and incorporated herein by this reference. The hours of duty performed by County employees will be established and agreed upon in accordance with the requested services.

- 1.2. The request for services shall be a written request on official City letterhead. The request shall contain specific dates of service, hours of operation, number of personnel requested, classification of personnel requested and duties and responsibilities associated with the type of service requested. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of the City who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 4700 Ramona Boulevard, Room 214, Monterey Park, California 91754.
- 1.4 The City hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Pasadena Police Department's units via the Pasadena Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.
- 1.5 Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall 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.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 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 of the County and the City's Chief of Police.

- 2.2 The rendition of the services performed by the Sheriff's Department, 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 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.4 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 employees shall become employees of the County.
- 2.5 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.
- 2.6 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.
- 2.7 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 INDEMNIFICATION**

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

**4.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall terminate June 30, 2016, unless sooner terminated or extended in whole or in part as provided for herein.

**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 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 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.

## **6.0 BILLING RATES**

- 6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the City under this Agreement, the City shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.
- 6.2 The billing rates depicted on Exhibit A, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, 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 Los Angeles 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 the City a summarized invoice which covers all services performed during said month, and the City shall pay County for all undisputed amounts within sixty (60) 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 sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the District shall provide the 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 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

#### **8.0 AMENDMENTS**

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

#### **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

#### **10.0 AUTHORIZATION WARRANTY**

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.

#### **11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **12.0 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 the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Bruce Fogarty  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754

Notices to the City shall be addressed as follows:

City of Pasadena  
Events Planning  
Attn: Sergeant Art Shute  
207 North Garfield Avenue  
Pasadena, California 91101

### **13.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

### **14.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

### **15.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes 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 signed by both parties.

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

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Mayor 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 on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MICHAEL D. ANTONOVICH  
Mayor, County of Los Angeles

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

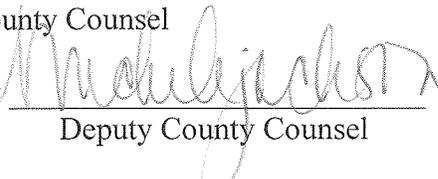
CITY OF PASADENA

By  \_\_\_\_\_  
MICHAEL J. BECK  
City Manager

ATTEST:  
City Clerk

By  11/3/11  
City Clerk

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

By  \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO FORM:  
City Attorney

By  \_\_\_\_\_  
City Attorney

**SHERIFF'S DEPARTMENT**

*"A Tradition of Service"*  
Since 1850

**SUPPLEMENTAL SERVICE RATES SHEET**

**FISCAL YEAR 2011-12**

AS PUBLISHED BY THE AUDITOR-CONTROLLER

| SERVICE UNIT                        | HOURLY RATE |
|-------------------------------------|-------------|
| Deputy Sheriff, Generalist          | \$ 65.75    |
| Deputy Sheriff, Bonus I             | 71.37       |
| Deputy Sheriff, Bonus II            | 86.74       |
| *Deputy Sheriff, Bonus II/SEB       | 91.51       |
| Deputy Sheriff, Deputy IV           | 74.85       |
| Deputy Sheriff, Reserve             | 34.27       |
| Sergeant                            | 86.39       |
| *Sergeant/SEB                       | 91.14       |
| Lieutenant                          | 103.77      |
| Security Officer                    | 32.08       |
| Security Assistant                  | 20.21       |
| Custody Assistant (Custody)         | 42.42       |
| Custody Assistant (Patrol)          | 44.76       |
| Community Services Assistant        | 25.16       |
| Supervising Parking Control Officer | 37.14       |
| Parking Control Officer             | 32.16       |
| Criminalist                         | 55.51       |
| Senior Criminalist                  | 74.80       |
| Supervising Criminalist             | 78.97       |
| Crime Lab Technician                | 37.32       |

\* Additional Bonus 5.5%