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

LEROY D. BACA, SHERIFF

December 6, 2011

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 2012 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 (City) during the 123rd Tournament of Roses Parade on January 2, 2012.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Agreement for Law Enforcement Services to the City during the 123rd Tournament of Roses Parade on January 2, 2012, at the estimated cost of $723,125.

2. Instruct the Mayor of the Board of Supervisors to sign the Agreement with the City.

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.

4. Authorize the Sheriff to provide the requested services.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The City has requested that the County of Los Angeles (County), through the Los Angeles County Sheriff's Department (Department), provide law enforcement services during the City's annual Tournament of Roses Parade on January 2, 2012. The number of spectators and vehicles that enter the City to attend this event requires supplemental law enforcement services to provide adequate police protection and traffic control. The City 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 this event, efficiently delivering much needed services to one of the safety partners within our County. It ensures the safety and security of County residents, as well as visitors who traveled to this event from around the world. All Department costs are fully reimbursed by the City.

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 for all costs incurred at the current rates established by the County Auditor-Controller. The total estimated cost for the parade is $723,125. 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 874, totaling 10,179 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.

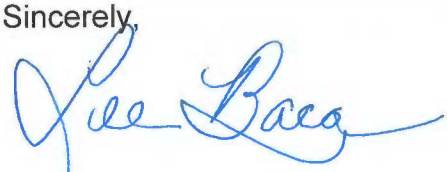
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

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

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF PASADENA FOR 2012 TOURNAMENT OF ROSES PARADE

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SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PASADENA
FOR
2012 TOURNAMENT OF ROSES PARADE

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" for the 2012 Tournament of Roses Parade, hereinafter referred to as "Parade."

RECITALS

(a) Whereas, the City and Tournament of Roses Association will stage and conduct the annual Parade on January 2, 2012; and

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

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

(d) 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

(e) 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 to the City for the Parade according to the operations plan(s) for supplemental law enforcement services developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth Sections 2.1 and 2.2 below for the following dates: January 1, 2011 through January 2, 2012. Such operations plan(s) are hereby incorporated into and made a part of this Agreement by this reference.

1.2 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 laws of California.

1.3 The City hereby grants to the County, the Sheriff's Department, and its personnel providing services under this Agreement 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.

2.0 ADMINISTRATION AND DEPLOYMENT OF PERSONNEL

2.1 It is the intent of the Sheriff to hire sufficient personnel to staff the Parade services 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 Police Chief of the City no later than 5:00 p.m. on Friday, December 1, 2011.

2.2 The County agrees to provide to the City the classifications of personnel for use in carrying out the operations plan(s) for supplemental law enforcement referred to in Section 1.1 and subject to the conditions set forth in Attachment A, 2012 Rose Parade Rates and Personnel, to this Agreement.

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 provision 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, 2011, 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 practicable 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 shall be those established and agreed upon in the operations plan(s) for supplemental law enforcement described in Section 1.1.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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 January 2nd, 2012, 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 Attachment

A, 2012 Rose Parade Rates and Personnel, as established by the County Auditor-Controller, in a total amount not to exceed $900,000.

6.2 The billing rates depicted on Attachment A, 2012 Rose Parade Rates and Personnel, 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 under this Agreement, and the City shall pay County for all undisputed amounts within thirty (30) calendar 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) calendar 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) calendar 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) calendar 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.

7.4 Notwithstanding the provisions of Government Code 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar 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 City 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 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 Attachment A, and any executed Amendments hereto or 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 signed by both parties.

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF PASADENA
FOR
2012 TOURNAMENT OF ROSES PARADE

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

COUNTY OF LOS ANGELES

By _____
MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:
SACHI A. 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
Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:
City Attorney

By _____ 10/28/11
City Attorney

ATTACHMENT "A"

SHERIFF'S DEPARTMENT
FISCAL YEAR 2011-2012
ROSE PARADE RATES

	Hourly Rate	3.00% Liability	Total Hourly Rate	Number Deployed	13 Total Hours	Total Costs
Area Commander	146.46	N/A	146.46	1	13	1,903.98
Captain	129.4	N/A	129.4	1	13	1,682.20
Lieutenant	103.77	N/A	103.77	15	195	20,235.15
Sergeant	86.39	N/A	86.39	63	819	70,753.41
Deputy Bonus II	86.74	2.60	89.34	24	312	27,062.88
Deputy Bonus I	71.4	2.14	73.54	110	1430	102,102.00
Deputy Bonus I (Motorcycle)	75.33	2.26	77.59		0	0.00
Deputy Generalist	65.75	1.97	67.72	460	5980	393,185.00
Community Services Asst.	25.16	0.75	25.91	2	26	654.16
Criminalist	55.51	1.67	57.18	1	13	721.63
Reserve Deputy (daily salary)	250.75	7.52	258.27	91		23,502.80
Custody Assistant	44.76	1.34	46.10	2	26	1,163.76
Dept. Emp. Relations Rep.	58.03	N/A	53.87	1	13	754.39
Electronic Communications Tech	57.44	N/A	57.44	2	26	1,493.44
Evidence & Property Custodian III	39.11	N/A	39.11	1	13	508.43
General Maintenance Worker	34.35	N/A	34.35	2	26	893.10
Inventory Control Assistant	31.47	N/A	31.47	1	13	409.11
Intermediate Typist-Clerk	28.48	N/A	26.47	1	13	370.24
Law Enforcement Technician	38.44	1.15	39.59	25	325	12,493.00
Locksmith	47.06	N/A	40.66	1	13	611.78
Operations Assistant I	36.59	N/A	34.00	1	13	475.67
Operations Assistant II	45.46	N/A	45.46	1	13	590.98
Operations Assistant III	52.06	N/A	52.06	1	13	676.78
Parking Control Officer	32.16	0.96	33.12	1	13	418.08
Procurement Aide	32.08	N/A	29.82	1	13	417.04
Public Response Dispatcher II	45.12	N/A	42.1	10	130	5,865.60
Secretary V	40.18	N/A	40.18	1	13	522.34
Security Assistant	20.21	0.61	20.82	20	260	5,254.60
Security Officer	32.08	0.96	33.04	21	273	8,757.84
Senior Criminalist	74.80	N/A	74.8	2	26	1,944.80
Senior General Maintenance Wkr	38.25	N/A	35.53	3	39	1,491.75
Sheriff's Station Clerk II	33.85	N/A	33.85	1	13	440.05
Supervising Parking Control Officer	37.14	N/A	35.75	3	39	1,448.46
Suprv. Communications Operator	46.36	N/A	46.36	2	26	1,205.36
Warehouse Manager	42.22	N/A	39.19	2	26	1,097.72
				874	10,179	691,108
				3%	**Liability**	17,259
					Estimated Milage Cost	4,500
					Sub-Total Estimated Cost	712,867

Estimate Support Time	**Hours**	
Sergeant	50	4,320
LET	150	5,939
Total Estimated Costs		723,125