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

LEROY D. BACA, SHERIFF

December 20, 2005

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:

**SUPPLEMENTAL LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF PASADENA FOR THE 2006 TOURNAMENT OF ROSES PARADE (5TH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the agreement for law enforcement services to the City of Pasadena during the 117th Tournament of Roses Parade on January 2, 2006, at an estimated cost of $519,144.09.

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

3. Authorize the Sheriff to modify the deployment of personnel in Section 3 of the agreement provided that any increase in service is fully reimbursed by the City of Pasadena.

4. Authorize the Sheriff to provide the requested services.

**PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

The City of Pasadena has requested that the County of Los Angeles, through the Los Angeles County Sheriff's Department (Department), provide law enforcement services during the City's annual Tournament of Roses Parade on January 2, 2006.

The number of spectators and vehicles that enter the City of Pasadena to attend this event requires supplemental law enforcement services to provide adequate police protection and traffic control. The City of Pasadena is desirous of contracting with the County for additional law enforcement services through the Department.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 3: Organizational Effectiveness, and Goal 4: Fiscal Responsibility. By combining resources, the Pasadena Police Department and the Sheriff's Department enhance public safety during the Tournament of Roses Parade. All Sheriff's Department costs are fully reimbursed by the City of Pasadena.

**FISCAL IMPACT / FINANCING**

The estimated charges and staffing are based on rates developed by the Auditor-Controller. The County will be reimbursed by the City of Pasadena for all costs incurred at the current rates established by the Auditor-Controller. The 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 Sheriff's sworn and professional staff on voluntary overtime basis. The estimated total number of personnel required is 696, totaling 9,048 hours (at 13 hours per employee). 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.

| Sheriff's Personnel | Hourly Rate | # of Persons | Total Hours | Total Cost |
|---|---|---|---|---|
| Deputy Sheriff - Area Commander | 122.11 | 1 | 13 | 1,587.43 |
| Deputy Sheriff - Captain | 108.21 | 1 | 13 | 1,406.73 |
| Deputy Sheriff - Lieutenant | 87.81 | 16 | 208 | 18,264.48 |
| Deputy Sheriff - Sergeant | 73.16 | 51 | 663 | 48,505.08 |
| Deputy Sheriff - Bonus II | 72.48 | 18 | 234 | 16,960.32 |
| Deputy Sheriff - Bonus I | 60.11 | 100 | 1,300 | 78,143.00 |
| Deputy Sheriff - Generalist | 56.02 | 378 | 4,914 | 275,282.28 |
| Deputy Sheriff - Reserve | 44.91 | 50 | 650 | 29,191.50 |
| Operations Assistant III | 45.57 | 1 | 13 | 592.41 |
| Operations Assistant II | 39.79 | 1 | 13 | 517.27 |
| Public Response Dispatcher II | 35.12 | 10 | 130 | 4,565.60 |
| Corrections/ Custody Assistant | 36.17 | 10 | 130 | 4,702.10 |
| Custodian | 20.36 | 4 | 52 | 1,058.72 |
| Law Enforcement Technician | 32.49 | 17 | 221 | 7,180.29 |

| Sheriff's Personnel | Hourly Rate | # of Persons | Total Hours | Total Cost |
|---|---|---|---|---|
| Parking Control Officer | 28.21 | 16 | 208 | 5,867.68 |
| General Maintenance Worker | 30.13 | 4 | 52 | 1,566.76 |
| Secretary V | 35.21 | 2 | 26 | 915.46 |
| Senior Criminalist | 62.93 | 2 | 26 | 1,636.18 |
| Supervising Public Response Dispatcher | 39.11 | 2 | 26 | 1,016.86 |
| Inventory Control Assistant II | 27.61 | 1 | 13 | 358.93 |
| Electronic Communications Technician | 50.14 | 2 | 26 | 1,303.64 |
| Custody Records Clerk II | 29.69 | 2 | 26 | 771.94 |
| Evidence & Property Custodian III | 34.27 | 1 | 13 | 445.51 |
| Word Processor II | 29.69 | 1 | 13 | 385.97 |
| Station Clerk II | 29.69 | 1 | 13 | 385.97 |
| Security Officers | 27.14 | 4 | 52 | 1,411.28 |
| Subtotal | | | | 504,023.39 |
| Liability Insurance: 3% | | | | 15,120.70 |
| **TOTAL** | | | | **519,144.09** |

## 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)

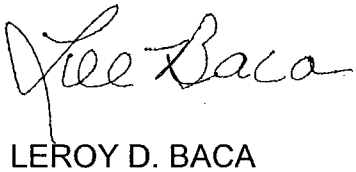
There will be no impact to current County services. The Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

## CONCLUSION

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

The Departmental contacts for this requested action are Captain Edward F. Rogner or Lieutenant Richard T. Mouwen of Contract Law Enforcement Bureau. They may be reached at (323) 526-5737.

Sincerely,



LEROY D. BACA
SHERIFF

# AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE PASADENA TOURNAMENT OF ROSES PARADE

This Agreement, dated for purposes of reference only on _____, 2005, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF PASADENA, hereinafter referred to as "City."

RECITALS:

A. The City of Pasadena and the Tournament of Roses Association will stage and conduct the annual Tournament of Roses Parade on January 2, 2006.

B. The number of spectators and vehicles that enter the City to attend these events is so great that the City Police Department will require considerable assistance to provide adequate police protection and traffic control.

C. The City is desirous of contracting with the County for the provision of additional law enforcement services by the County Sheriff's Department, and the Sheriff's Department is willing to provide these services.

D. Such contractual agreements are authorized and provided for in the Charter of the County of Los Angeles, Section 56-1/2 and 56-3/4, and in the State of California Government Code, Section 51301.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The County agrees to provide to the City law enforcement services according to a plan for law enforcement as developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth in paragraph 2 and 3 for the

following dates inclusive: January 1, 2006 through January 2, 2006. The services provided pursuant to this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this Agreement for supplemental law enforcement services.

2. It is the intent of the Sheriff to hire sufficient volunteers to staff according to the plan referred to in paragraph 1. However, to ensure the safety of the public and sworn personnel, should the Sheriff determine that an insufficient number of volunteers are available to staff according to the plan referred to in paragraph 1, the Sheriff will notify the Chief of the Pasadena Police Department no later 5:00 p.m. on Friday, December 2, 2005.

3. The County agrees to provide to the City the following classifications of personnel for use in carrying out the plan for law enforcement referred to in paragraph 1 and subject to the conditions set forth in this section.

| Classification | |
|---|---|
| Areas Commander | 1 |
| Captain | 1 |
| Lieutenant | 16 |
| Sergeant | 51 |
| Bonus II Deputy (Arson Explosives) | 18 |
| Deputy Generalist, Bonus I Deputy (Includes coverage for Special Enforcement Bureau's Special Security Detail, Terrorists Early Warning Team, Gang Enforcement Team) | 478 |
| Reserve Deputy | 50 |

| | |
|---|---|
| Operations Assistant II | 1 |
| Operations Assistant III | 1 |
| Public Response Dispatcher II | 10 |
| Correction Officer, Custody Assistant | 10 |
| Custodian | 4 |
| Law Enforcement Technician | 17 |
| Parking Control Officer | 16 |
| General Maintenance Worker | 4 |
| Secretary V | 2 |
| Senior Criminalist | 2 |
| Supervising Public Response Dispatcher | 2 |
| Inventory Control Assistant II | 1 |
| Electronic Communications Technician | 2 |
| Custody Records Clerk II | 2 |
| Evidence & Property Custodian III | 1 |
| Word Processor II | 1 |
| Station Clerk II | 1 |
| Security Officers | 4 |

An amount not exceeding 200 hours of clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services the Sheriff may deem necessary to carry out the duties assigned to the Sheriff's Department under the plan for law enforcement referred to in paragraph 1, including pre-event and post-event float escorts as requested by the City. Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the providing of services under this Agreement

if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law. In the event of such a circumstance, the Sheriff will provide notice of his inability to provide the services on or before 5:00 p.m. Friday, December 2, 2005, unless circumstances preclude him, as a practical matter, from giving such notice, in which event the Sheriff shall provide such notice as is feasible and practical under the circumstances.

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.

4. The hours of duty performed by County employees under this contract will be those established and agreed upon in the plan for law enforcement described in paragraph 1.

5. The rendition of services to be performed by County under this contract; i.e., the standards of performance, the discipline of all Sheriff's Department personnel, and the control of all Sheriff's Department personnel employed under this contract shall be under, and remain under, the Sheriff of the County of Los Angeles or his authorized representatives. In the event of any dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or extent of services or manner of performance of such services, the determination thereof made by the Sheriff or his authorized

representative shall be final and conclusive as between the parties hereto. The Sheriff agrees to make such determination in good faith.

6. For, and in consideration of, the rendition of the law enforcement services to be performed by the County for the City under the contract, the City agrees that it will pay the County for said services at the following hourly rates:

| Position | Hourly Rate |
|---|---|
| Area Commander | 122.11 |
| Captain | 108.21 |
| Lieutenant | 87.81 |
| Sergeant | 73.16 |
| Bonus II Deputy | 72.48 |
| Bonus I Deputy | 60.11 |
| Deputy Generalist | 56.02 |
| Reserve Deputy | 44.91 |
| Operations Assistant II | 39.79 |
| Operations Assistant III | 45.57 |
| Communication Operator II | 35.12 |
| Corrections Officer, Custody Assistant | 36.17 |
| Custodian | 20.36 |
| Law Enforcement Technician | 32.49 |
| Parking Control Officer, Sheriff | 28.21 |
| General Maintenance Worker | 30.13 |
| Secretary V | 35.21 |
| Senior Criminalist | 62.93 |
| Supervising Communications Operator | 39.11 |
| Inventory Control Assistant | 27.61 |

delivered to the County office described on said invoice.

8. The Assumption of Liability Agreement executed by the parties to this Agreement and approved by the Board of Supervisors on December 27, 1977, and the Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, are hereby expressly superseded and are not applicable to this Agreement.

9. Except as otherwise provided herein, County and City agree to indemnify, defend, and save harmless each other, their officers, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damages arising from or connected with each other's operations, or the services hereunder, including any worker's compensation suits, liability, or expense, arising from or connected with services and duties performed by each agency's employees pursuant to this Agreement.

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IN WITNESS THEREOF, the City of Pasadena, by order of the Board of Directors, causes this Agreement to be signed by its City Manager and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto, and attested by the Clerk of said Board, all on the day and year first written.

CITY OF PASADENA

By _____
City Manager

APPROVED AS TO FORM:

_____
City Attorney

APPROVED:

By _____
Police Chief, City of Pasadena

ATTEST:

_____
City Clerk

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk of
the Board of Supervisors

By _____
Chair, Board of Supervisors

By _____

APPROVED AS TO FORM:

By _____
Gary G. Gross
Senior Deputy County Counsel