



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



June 25, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

73 June 25, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

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:

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENTS BY
AND BETWEEN COUNTY OF LOS ANGELES AND CONTRACT CITIES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of Municipal Law Enforcement Services Agreements (Agreements) by and between the County and the 42 contract cities (Contract Cities) for the period from July 1, 2024, through June 30, 2029.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Municipal Law Enforcement Services Agreement (Attachment A) for the provision of Municipal Law Enforcement Services (Services) by the Department for the period from July 1, 2024, through June 30, 2029.
2. Delegate authority to the Sheriff, or his designee to execute individual Agreements substantially similar to Attachment A with each of the Contract Cities listed on Attachment B, for the period from July 1, 2024, through June 30, 2029.
3. Delegate authority to the Sheriff, or his designee to publish the annual billing rates and to execute amendments and/or supplemental agreements as set forth in Section 11.0 (Amendments) of the Agreements, including amendments that modify the Service levels as requested by the Contract Cities and agreed to by the Department.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Agreements will allow the Department to continue to provide Contract Cities listed on Attachment B with Services within each city from July 1, 2024, to June 30, 2029. The current Agreements expire on June 30, 2024.

The Department's Contract Cities Program (Program) provides benefits to the Department and the County as a whole. The Program has provided the opportunity to build new Sheriff's Stations in strategic locations throughout the County, resulting in greater visibility and faster response times to the unincorporated areas of the County. 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.

During the negotiation of the Agreement, both Contract Cities and the County agreed that continued discussions around the Agreement's indemnification provisions are warranted. Therefore, a Letter of Understanding (LOU) has been written that sets forth the Contract Cities' and County's mutual intent to continue to discuss potential changes to the indemnification provisions contained in Section 5.0 (Indemnification) of the Agreement, and to discuss funding models and practices with respect to liability costs. Both the Contract Cities and County have agreed to an "Indemnification Extension" where the indemnification term shall be in effect for a period of nine months through and including March 31, 2025, with an automatic six-month extension renewal through and including September 30, 2025.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance Los Angeles County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency.

FISCAL IMPACT/FINANCING

None. The Contract Cities shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller. The billing rates are adjusted at the beginning of every fiscal year by the Auditor-Controller in

The Honorable Board of Supervisors
June 25, 2024
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accordance with the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to 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 the County whenever requested by such city or town.

The Agreements allow for the continued provision of Services by the Department within the Contract Cities from July 1, 2024, to June 30, 2029. The Agreements may be terminated by either party with 180 calendar days advance written notice. A Contract City may terminate the Agreements following a billing rate increase with 60 calendar days advance written notice. The Agreements include dispute resolution procedures related to deployment deficiencies.

Attachment A has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the Agreements will continue to improve the quality of law enforcement services and public safety to the incorporated Contract Cities listed on Attachment B, and the unincorporated areas of the County, by enhancing the response times for law enforcement services. Both the County and the Contract Cities 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 Board approval, please forward a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,



ROBERT G. LUNA
SHERIFF

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

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

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between the County of Los Angeles ("County") and the City of _____ ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ 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, by and through the Sheriff's Department, agrees 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's Department under the County Charter, State of California statutes, and 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 the 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. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items, with the calculation determined by service unit type, requires consultation with the City manager or his/her designee. For the purpose of this section, exigent circumstances are defined as such cases where the immediacy of deployment is of such nature where prior consultation is materially detrimental to public safety and the length of such deployment does not exceed 24 hours.
- 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's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, 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 employees 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. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 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 the 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 the performance of services under this Agreement.
- 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's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the

Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%) for each service unit type, then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%) for each service unit type, then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the

City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

3.3.1 The Sheriff's Department shall monitor and make every attempt to backfill vacant and impaired (to include loaned) sworn supervisorial overhead positions by the beginning of the following quarter.

3.3.2 The Sheriff's Department will work with the City to provide an appropriate tool and/or reports to demonstrate adequate service level compliance under this Agreement. Such service level compliance reports include, but not limited to, daily staffing levels, service levels, deployment of service units, daily deputy activity, or similar type data that is reasonably available.

- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1, and attached hereto as an Amendment to this Agreement.
- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth

in Paragraphs 3.4 and 3.5 above.

- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.
- 3.9 When a contracted service unit, requiring the procurement of a vehicle at the onset of service, is deleted from the Service Level Authorization (SH-AD-575) , and the City reinstates said service unit within a 24-month period, the City will not be required to procure a vehicle.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, technology, 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.

4.2.1 All bailments require a separate Bailment Agreement governing the County's use of the bailed equipment. Such Bailment Agreements shall be administered at the station level. A bailment is a legal arrangement where one party (City) temporarily transfers possession of specific property or assets to another party (County) to facilitate the provision of certain services.

4.2.2 All donations made by a City to the County will be governed by the most current Sheriff's Department donation procedures.

4.2.3 The County, through the Sheriff's Department, acknowledges its obligation to maintain an inventory of all non-vehicle equipment owned by the City ("City Equipment") provided to the County for its use. The inventory shall include, but not limited to, a detailed description of each item of City Equipment, its serial number (if applicable), its condition upon receipt, and its location. The County shall be responsible for regularly updating and maintaining the inventory of City Equipment, including documenting any changes in the status, condition, or location

of equipment. The inventory shall be kept current and accurate at all times during the term of this Agreement. Upon request by the City, the County shall provide access to the inventory records and facilitate any necessary inspections or audit of the City Equipment. The County shall cooperate fully with the City in verifying the accuracy and completeness of the inventory. In the event of loss, damage, or theft of any City Equipment while under the custody or control of the County, the County shall promptly notify the City in writing and provide a detailed explanation of the circumstances surrounding the incident. All inventory records shall be completed and maintained at the station level.

- 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's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department 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 the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its 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 the 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 County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County 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 County Board of Supervisors on August 25, 2009. 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 County 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.
- 5.4 Notwithstanding anything to the contrary contained in the Agreement, the indemnification term under this section shall be in effect for a period of nine (9) months, through and including March 31, 2025, with an automatic six-month (6) renewal thereafter, through and including September 30, 2025 (“Indemnification Extension”), unless: (a) this section is amended at any time prior to September 30, 2025; or (b) the entire Agreement is terminated earlier, pursuant to Section 7.0 of this Agreement. If the parties continue to perform under the Agreement after the expiration of the Indemnification Extension without any amendment to this section in accordance with Section 11.0, then the indemnification term under this section will be automatically renewed and incorporated herein for the entire duration of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2024 through June 30, 2029, 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 Paragraph 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 one hundred eighty (180) calendar 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) calendar 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 any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar 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.
- 7.5 In the case of termination of this Agreement, the Sheriff will provide only such duties as are required by law.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, 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 at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County

Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

- 8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.
- 9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City 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.
- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the due date of the invoice for 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) 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 County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 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.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of _____
Attn:
Address:
Phone #:

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, 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.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual

revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

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, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto 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.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

City: _____ Fiscal Year: 2024-2025 Effective Date: _____

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	0.00											0.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
Motor (Non-Relief)	0.00											0.00
DEPUTY BONUS												
Non-Relief	0.00											0.00
40-Hour Unit	0.00											0.00
56-Hour Unit	0.00											0.00
70-Hour Unit	0.00											0.00
GROWTH DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
GRANT DEPUTY												
Deputy	0.00											0.00
SAD	0.00											0.00
Bonus I	0.00											0.00
Motor (Non-Relief)	0.00											0.00
Routine City Helicopter Billing Agreement									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
License Detail - Business License & Renewal Applications									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
License Detail - Acts on Violations Observed within the City									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
S.T.A.R. Deputy Program									YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
Other Supplemental Services									YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

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

Sworn							
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total
Hours	0	0	0	0	0	0	0
Minutes	0	0	0	0	0	0	0
Personnel	0.000	0.000	0.000	0.000	0.000	0.000	0.000

Civilian				
	SSO	LET/CSA/CA/PCO	Clerical	Total
Hours	0	0	0	0
Minutes	0	0	0	0
Personnel	0.000	0.000	0.000	0.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>

Initials
City Official: _____
Unit Commander: _____



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: _____ FISCAL YEAR: 2024-2025

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST

Total Public Safety Equipment Cost:					\$ -
--	--	--	--	--	-------------

Initials

City Official: _____

Unit Commander: _____

ATTACHMENT B

Forty (42) Contract Cities

Agoura Hills	Lancaster
Artesia	Lawndale
Avalon	Lomita
Bellflower	Lynwood
Bradbury	Malibu
Calabasas	Maywood
Carson	Norwalk
Cerritos	Palmdale
Commerce	Paramount
Compton	Pico Rivera
Cudahy	Rancho Palos Verdes
Diamond Bar	Rolling Hills
Duarte	Rolling Hills Estates
Hawaiian Gardens	Rosemead
Hidden Hills	San Dimas
Industry	Santa Clarita
La Cañada Flintridge	South El Monte
La Habra Heights	Temple City
La Mirada	Walnut
La Puente	West Hollywood
Lakewood	Westlake Village

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Liability Rate: 12.5%

DSSU Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff	Non-Relief	\$ 335,385	310
Deputy Sheriff	40-Hour Unit	\$ 368,924	306
Deputy Sheriff	56-Hour Unit	\$ 516,493	307
Deputy Sheriff	70-Hour Unit	\$ 645,616	308
Special Assignment Deputy	Non-Relief	\$ 335,385	278
Catalina Deputy	Non-Relief	\$ 334,861	324

DSSU Bonus I Rates			
Rank	Relief Factor	Annual Rate	Service Code
Deputy Sheriff, Bonus I	Non-Relief	\$ 361,026	305
Deputy Sheriff, Bonus I	40-Hour Unit	\$ 397,128	301
Deputy Sheriff, Bonus I	56-Hour Unit	\$ 555,980	302
Deputy Sheriff, Bonus I	70-Hour Unit	\$ 694,975	303

Growth/Grant Deputy Rates			
Rank	Relief Factor	Annual Rate	Service Code
Growth Deputy Generalist	Non-Relief	\$ 233,680	335
Growth Deputy Generalist	40-Hour Unit	\$ 272,471	573
Growth Deputy Generalist	56-Hour Unit	\$ 381,366	582
Growth Deputy Generalist	70-Hour Unit	\$ 476,707	583
Growth Special Assignment Deputy	Non-Relief	\$ 233,680	204
Growth Deputy Bonus I	Non-Relief	\$ 254,004	336
Growth Motor Deputy	Non-Relief	\$ 252,024	424
Grant Deputy Generalist	Non-Relief	\$ 233,680	386
Grant Special Assignment Deputy	Non-Relief	\$ 233,680	312
Grant Deputy Bonus I	Non-Relief	\$ 254,004	384
Grant Motor Deputy	Non-Relief	\$ 252,024	422

Supplemental Rates			
Rank	Relief Factor	Annual Rate	Service Code
Captain	Non-Relief	\$ 457,914	321
Lieutenant	Non-Relief	\$ 364,606	342
Sergeant, Patrol	Non-Relief	\$ 389,902	631
Sergeant, Supplemental	Non-Relief	\$ 307,637	353
Motor Sergeant	Non-Relief	\$ 324,341	348
Watch Deputy	Non-Relief	\$ 249,796	354
Motor Deputy	Non-Relief	\$ 335,385	305A
Community Services Assistant (w/ veh)	Non-Relief	\$ 84,226	325
Community Services Assistant (w/out veh)	Non-Relief	\$ 80,327	327
Crime Analyst	Non-Relief	\$ 166,637	329
Custody Assistant	Non-Relief	\$ 136,462	331
Forensic ID Specialist II	Non-Relief	\$ 206,497	356
Information Systems Analyst I	Non-Relief	\$ 181,206	332
Senior Information Systems Analyst	Non-Relief	\$ 237,072	334
Intermediate Clerk	Non-Relief	\$ 89,517	338
Law Enforcement Technician (w/out veh)	Non-Relief	\$ 122,440	339
Law Enforcement Technician (w/ veh)	Non-Relief	\$ 123,400	340
Operations Assistant I	Non-Relief	\$ 118,285	343
Operations Assistant II	Non-Relief	\$ 146,942	344
Operations Assistant III	Non-Relief	\$ 168,289	345
Secretary V	Non-Relief	\$ 128,003	346
Security Assistant	Non-Relief	\$ 67,750	362
Security Officer	Non-Relief	\$ 105,091	347
Station Clerk II	Non-Relief	\$ 111,495	351
Supervising Station Clerk	Non-Relief	\$ 134,799	352
Skynight Observer	Non-Relief	\$ 361,026	349

**CONTRACT CITY LAW ENFORCEMENT SERVICES AND EQUIPMENT
MASTER RATE SHEET**

Vehicle & Equipment Rates			
Start-Up Vehicle	Year	Annual Rate	Service Code
B/W Patrol - Ford Explorer PIU Hybrid AWD	2024-2025	TBD	378
B/W Tahoe 2WD	2024-2025	TBD	399
B/W Motorcycle	2024-2025	TBD	381
Solid Patrol Vehicle with Cage (SAO Sergeant/Detectives)	2024-2025	TBD	118A
Solid Patrol Vehicle without Cage (SAO Sergeant/Detectives)	2024-2025	TBD	118B
Ford Escape SUV Hybrid (White Fleet - CSA, SSO, LET)	2024-2025	TBD	203
Ford Explorer PIU Hybrid (Street Package - Executive)	2024-2025	TBD	201
Ford F-150 Police Responder BW	2024-2025	TBD	205
K-9 Vehicle (B/W Tahoe 2WD)	2024-2025	TBD	593

Equipment	Year	Annual Rate	Service Code
MDC New Purchase, Data & Maintenance - CFZ-40	Year 1	\$ 9,839	198
MDC New Purchase, Data & Maintenance - GETAC V110	Year 1	\$ 8,805	164
MDC Data & Maintenance Only	Year 2+	\$ 1,780	595
ALPR New Install 1st Year (5yr Program)	Year 1	\$ 5,000	680
ALPR System 2nd Year	Year 2	\$ 5,000	680A
ALPR System 3rd Year	Year 3	\$ 5,000	680B
ALPR System 4th Year	Year 4	\$ 5,000	680C
ALPR System 5th Year	Year 5	\$ 5,000	680D

Annual revised rates shall be readjusted annually per Sections 8.2 and 11.3 of the MLESA.

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.

2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.

2.3 The Equipment shall not be used or operated as follows:

2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.

3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.

3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.

3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

- 3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.
- 3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.
- 3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.
- 3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, will make best efforts to provide a temporary replacement piece of Equipment if such extended time exceeds or is projected to exceed sixty (60) calendar days. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

- 4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

- 5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.

7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.

7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

**LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND CONTRACT CITIES ASSOCIATION
REGARDING CONTRACT CITIES LIABILITY TRUST FUND**

The Los Angeles County Sheriff's Department (LASD) provides law enforcement services to 42 cities in Los Angeles County (Contract Cities) through the Municipal Law Enforcement Services Agreement (MLESA). The MLESA is negotiated every five years, and we are pleased to have reached agreement with the Contract Cities on a five-year MLESA renewal, effective July 1, 2024. We value our mutual goal and partnership to keep our communities safe.

During the negotiation of the renewed MLESA, both Contract Cities and the County of Los Angeles (County) agreed that continued discussions around the MLESA's indemnification provisions are warranted. The increasing value of legal settlements and jury verdicts, escalating insurance costs, and other factors have raised concerns about the potential for exposure to liability at severe or unanticipated levels.

This Letter of Understanding (LOU) sets forth the framework within which the County and Contract Cities intend to continue discussions around the MLESA's indemnification provisions. It is not intended, nor shall it be construed, to impose any monetary or legal duty upon either party.

I. PURPOSE

The purpose of this LOU is to memorialize the County's and Contract Cities' mutual intent to continue to discuss potential changes to the indemnification provisions contained in Section 5.0 (Indemnification) of the MLESA, and to discuss funding models and practices with respect to liability costs.

In the renewed MLESA, the parties agreed to maintain the indemnification language from the prior MLESA for a period of nine (9) months, with an automatic extension for an additional six (6) months, to allow these continued discussions to take place. Neither the County nor Contract Cities are committing to any particular resolution or agreement resulting from these discussions, and this LOU is not enforceable against either the County or Contract Cities.

II. TOPICS FOR DISCUSSIONS

The County and Contract Cities intend to discuss the specific topic areas identified below. These topic areas are described generally so as not to be unduly prescriptive or limiting. However, the County and Contract Cities do not intend by this LOU to discuss topic areas outside the reasonable scope of the Assumption of Liability Agreement, Indemnity Agreement, Special Indemnity Agreement, and those items listed below, and agree that limiting discussion to these topic areas will ensure that discussions proceed in a focused, orderly, and timely manner.

1. Acts or omissions by LASD employees that will not be considered "Contract City business" for the purposes of determining whether the LTF shall pay for resulting litigation costs and liability.
2. Loss control measures to reduce liabilities paid for by the LTF.
3. A formal process to resolve disputes between the County and Contract Cities over responsibility for certain costs of litigation or liability.
4. Responsibility for the costs to defend LASD employees and punitive damages awards under certain circumstances, including but not limited to, when employees are engaged in conduct outside the course and scope of their employment, illegal or sexual activity or with willful disregard for the safety of others.
5. Participation by Contract Cities in the selection of attorneys for Priority 1 & 2 cases, as well as discussions of which firms should be on the panel.
6. Defining what constitutes timely notice by the County to Contract Cities' claims and the ramification of a failure to do so.
7. Litigation cost reduction measures.
8. Addressing the solvency of the LTF.
9. Discuss other fee-for-service models that reflect the County's desire to fully recover its cost of providing MLESA services in Contract Cities, including any liability costs, and the Contract Cities' desire to reduce liability costs associated with the existing MLESA structure.

III. MEETING SCHEDULE AND FORMAT

Within 15 days of the execution of this LOU by all parties, the parties will mutually agree on a meeting schedule. Meetings will take place no less than monthly, either in person or virtually. To foster meaningful and productive discussions, the County and Contract Cities intend to limit their respective number of participants at each meeting to no more than six (6) representatives each. County representatives will include, at a minimum, the Chief Executive Office, LASD, and County Counsel. Contract Cities' representatives will include, at a minimum, Contract Cities Executive Director, the California Joint Powers Insurance Authority, and a representative from the City Managers workgroup. This does not restrict the use of external professionals to assist in any technical analysis beneficial to the discussions.

IV.

COUNTY OF LOS ANGELES

By: _____
Signature

Date: _____

Name: _____

Title: _____

LOS ANGELES SHERIFF'S DEPARTMENT

By: _____
Signature

Date: _____

Name: _____

Title: _____

CONTRACT CITIES ASSOCIATION

By: _____
Signature

Date: _____

Name: _____

Title: _____