



## City of Sierra Madre Agenda Report

*John Capoccia, Mayor*  
*Gene Goss, Mayor Pro Tem*  
*Rachelle Arizmendi, Council Member*  
*Denise Delmar, Council Member*  
*John Harabedian, Council Member*

*Nancy Shollenberger, City Clerk*  
*Richard Mays, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager *EI*

INITIATED BY: Larry Giannone, Director of Public Safety *LG*

DATE: January 26, 2016

SUBJECT: **Temporary Supplemental Police Services for Nighttime Patrol**

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### **SUMMARY**

The City is seeking to secure temporary Police Services from the City of Arcadia for the hours of 6 PM to 6 AM daily. Staffing levels within the Sierra Madre Police Department have (SMPD) reached a level where there is insufficient personnel to provide safe and reliable police services twenty-four hours a day seven days a week.

Staff has negotiated an agreement with the City of Arcadia and a copy of the agreement is attached. The Arcadia City Council is scheduled to consider the contract at their February 2<sup>nd</sup> meeting, and if approved, Arcadia will begin patrolling Sierra Madre in the evening/early morning hours beginning on February 7, 2016. The cost to provide these services is estimated to be approximately \$40,000 a month.

### **ANALYSIS**

The Sierra Madre Police Department is budgeted for 20 full time employees, including the Police Chief and Captain. In addition there are several part-time employees who compliment the full time staff. Over the course of several months 9 full time employees, 3 part-time Community Service Officers, and 1 part-time Police Officer, have resigned. Additionally, there is the possibility that the SMPD may lose a few more employees. Employees are leaving for a variety of reasons including retirement, opportunity to work for higher paying departments, and a perceived lack of job security in light of the scheduled decrease of the Utility Users Tax and the pending revenue measure on the April ballot.

Recruitment efforts have been difficult for some time due to the City's lower salaries and more recently, discussions regarding possible service level reductions (such as contracting police services), have resulted in some employees seeking employment

opportunities elsewhere. Additionally, cities that had reduced hiring during the recession, have begun to recruit and there are more positions available than in the past. However, the Police Department has successfully recruited three dispatchers, one who is in training, and two that are in the last portion of their backgrounds. Unfortunately, the City has not been successful the past recruitments for the position of police officers or sergeants. We have been able to hire three additional part-time LAPD Officers; however their training and schedules will only allow for them to assist us approximately two or three times a month, once they complete a short training process. The new part-time officers are scheduled to start in February.

Staff is working diligently with local police academies to hire new recruits. This is a new program recently approved by the City Council. As the Police Department successfully brings on new employees, it generally takes 20 weeks before an employee can work on his/her own.

In order to provide adequate patrol coverage 24/7 in town, as well as to ensure to proper rest for the existing officers, staff sought assistance from the Cities of Arcadia and Monrovia to police the city. Staff received a response more quickly from Arcadia, but is still talking with City of Monrovia. Temporarily, the City of Arcadia has agreed to handle nighttime patrol and investigative duties. The Cities have agreed upon a Memorandum of Understanding (MOU) for a five month period, and will review whether or not it is necessary to continue the temporary services. A copy of the MOU is attached (Attachment "A"). *(The MOU was not ready when the staff reports were due, and the agreement will be provided before the Council meeting.)*

Sierra Madre Police Department (SMPD) will continue to staff a dispatcher in the Sierra Madre Police Station during the nighttime hours. This will allow the Dispatcher to handle walk-in lobby traffic, routine business calls such as overnight parking permits and other questions, and perform the other ancillary duties the night time dispatcher is required to do. Additionally this will lessen the impact to the citizens when they call the police department

SMPD dispatchers will answer both business lines and 9-1-1 calls. Calls received will be handled by the on-duty dispatcher and if necessary will be transferred to the appropriate agency i.e. fire and medical calls will go to the Verdugo Communications Center and Police Calls requiring a response will be transferred to the Arcadia Police Department. All non-critical reports and calls for service will be handled by SMPD officers during their daytime shift.

### **FINANCIAL REVIEW**

The City of Arcadia has agreed to provide these temporary services at \$100 per hour. Additional time for processing paperwork for court, prisoner transportation, and nighttime

investigative services will also be billed at \$100 an hour. It is estimated the cost for these temporary police services will be \$40,000 a month.

Funding for these services will be paid out of the current General Fund, primarily from salary savings resulting from the position vacancies. A more detailed report of the anticipated salary savings verses the cost of the contract will be provided at the City Council meeting. At this time, it is safe to assume that the contract could result in slightly higher costs than budgeted for the police department.

### **PUBLIC NOTICE**

This item has been noticed through the regular agenda notification process. Copies of the report are available via the City's website at [www.cityofsierramadre.com](http://www.cityofsierramadre.com), at the City public counter, and the Sierra Madre Public Library. Notice of this item was also made by Eblast, and press releases to the local papers.

### **ALTERNATIVES**

1. The City Council may approve the proposed MOU with the City of Arcadia for temporary nighttime patrol services beginning February 7, 2016.
2. The City Council may approve the MOU with changes.
3. The City Council may deny the MOU and provide staff with alternate direction.

### **STAFF RECOMMENDATION**

Staff recommends the City Council approve the MOU that provides for the City of Arcadia to provide temporary nighttime patrol services beginning February 7, 2016.

Attachment (1): *Agreement to be provided before the Council meeting.*

"A" Memorandum of Understanding between the City of Arcadia and the City of Sierra Madre for Temporary Nighttime Patrol Services

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
CITY OF SIERRA MADRE  
AND CITY OF ARCADIA**

This Municipal Law Enforcement Services Agreement (hereinafter, "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the CITY OF SIERRA MADRE ("Sierra Madre") and the CITY OF ARCADIA ("Arcadia") (hereinafter, collectively "Parties" and individually, "Party").

**RECITALS**

WHEREAS, Sierra Madre desires to contract with Arcadia for the performance of supplemental law enforcement services by the Arcadia Police Department; and

WHEREAS, Arcadia is agreeable to rendering such law enforcement services for evening patrol and response coverage per 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 Arcadia agrees, through the Arcadia Police Department, to provide general law enforcement services within the corporate limits of Sierra Madre 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 Sierra Madre, through the Sierra Madre Police Department, under the statutes of the State of California. Arcadia shall not be expected or required to enforce Sierra Madre Municipal Code violations.
- 1.3 The law enforcement services provided by Arcadia to Sierra Madre pursuant to this Agreement shall begin at 6:00 p.m. on Sunday February 7, 2016 and continue through 6:00 a.m. on June 30, 2016. The Parties shall review the need to continue

Arcadia's provision of law enforcement services to Sierra Madre on or around May 2, 2016.

- 1.4 Pursuant to this Agreement, Arcadia shall provide law enforcement services to Sierra Madre seven days per week, between the hours of 6:00 p.m. and 6:00 a.m. ("Coverage Hours"), including all general patrol and incident response through dispatch or officer observation, arrests, including warrant arrests, prisoner transport, prisoner bookings, evidence collection and processing for incidents and responses occurring within the Coverage Hours. Arcadia shall normally provide these services through one officer in a patrol vehicle, and appropriate backup as determined adequate and necessary by Arcadia. Said officer and patrol vehicle shall be assigned generally to the area of Arcadia adjacent to Sierra Madre, and will also serve Sierra Madre as if by extension of his/her, and the patrol vehicle, assignment in Arcadia. Said officer and patrol vehicle shall not be dedicated to serve Sierra Madre exclusively; provided, however, that Arcadia will make reasonable effort to dedicate such officer and patrol vehicle exclusively to Sierra Madre during Friday and Saturday night Coverage Hours (subject to any pressing needs of Arcadia). The foregoing services set forth in this paragraph 1.4 shall be referred to as "Services." All administrative processing of arrestees resulting from the Services shall be completed at the Arcadia Police Department pursuant to the Arcadia Police Department Policy Manual.
- 1.5 While arrests made will normally require the services of one patrol vehicle, Arcadia will respond as necessary in the event of a major crime or incident which may require multiple police vehicle unit response, and this shall be deemed to be part of the Services. Arcadia shall handle all arrests made as part of the Services during the Coverage Hours from the beginning of the incident to its conclusion pursuant to Arcadia Police Department Policy. Should any arrest occur as part of the Services during the Coverage Hours, Arcadia shall provide additional investigative services as necessary to prepare the case for submittal to the District Attorney, as this shall be deemed to be part of the Services.
- 1.6 During Coverage Hours, a Sierra Madre dispatcher shall continue to staff the Sierra Madre Police Station and will answer all telephone calls to the station. The

dispatcher shall screen the call and determine whether a response can wait until the day time shift (outside of Coverage Hours) or whether immediate response is required. If immediate response is required, Sierra Madre dispatch shall transfer the call to Arcadia to respond. If the call is for 911 services, Sierra Madre dispatch shall transfer the call to Arcadia if it is police-related.

- 1.7 Should a citizen come into the Sierra Madre Police Station during Coverage Hours with a request for service which the dispatcher determines requires immediate response, Arcadia shall respond to any such request for service following notification to Arcadia of the request by the Sierra Madre dispatcher.
- 1.8 Sierra Madre will provide periodic traffic enforcement during the Coverage Hours. If a Sierra Madre Parking Enforcement Officer is unavailable Arcadia will respond to a parking complaint received during Coverage Hours, but only to those complaints pertaining to a significant traffic hazard which obstructs ingress or egress of roadways, driveways, off-street parking structures and the like. Sierra Madre will handle all other parking complaints.
- 1.9 Arcadia shall respond to any wildlife calls during Coverage Hours which the Sierra Madre dispatcher determines are life-threatening. All other wild-life related calls shall be referred by Sierra Madre dispatch to the Pasadena Humane Society.
- 1.10 Arcadia will respond to dispatched calls during Coverage Hours regarding persons locked in at the Chantry Gate.
- 1.11 Sierra Madre staff shall be responsible at all times for opening and closing Bailey Canyon and the Chantry Gate.
- 1.12 Arcadia shall use its own towing services for any vehicle impounds and storage resulting from an incident response during the Coverage Hours.
- 1.13 Except to the extent specifically and narrowly provided otherwise in this Agreement, Arcadia shall at all times adhere to the Arcadia Police Department Policy Manual in providing Services and other work under this Agreement.

## **2.0 NOTIFICATIONS AND REPORTING**

### **2.1**

- 2.1 As soon as reasonably possible pursuant to and consistent with the Arcadia Police Department Policy Manual Arcadia shall notify the Sierra Madre Police Department if any of the following events occur within Sierra Madre corporate limits:
  - 2.1.1 Arcadia handles any incident response or arrest as part of the Services involving any Sierra Madre employee, including any off-duty Sierra Madre Police Department sworn employee;
  - 2.2.2 Arcadia handles any criminal investigations deemed by Arcadia to be of a serious nature involving any state, federal, or foreign official;
  - 2.2.3 Arcadia responds to any major crime or major event as described in and consistent with Policy 358 of the Arcadia Police Department Manual occurring during Coverage Hours.

### **3.0 COMPENSATION**

- 3.1 Patrol and Incident Response. Sierra Madre shall compensate Arcadia for Arcadia's provision of patrol and incident response services provided during Coverage Hours and generally described in paragraphs 1.4, 1.6, 1.7, 1.8, 1.9, 1.10 and 1.2 pursuant to this Agreement at the flat rate of \$100 per hour. While Patrol and Incident Response services will generally not exceed \$1,200 per day, Arcadia shall be compensated for additional hours necessary to provide Services in response to an incident which occurred within the Coverage Hours.
- 3.2 Additional Investigative or Response Services. In addition to the compensation for patrol and incident response services performed as described in paragraph 3.1, Sierra Madre shall pay Arcadia \$100 per hour for additional or follow up investigative services or multiple unit response performed as described in paragraph 1.5, at flat rate of \$100 per hour.
- 3.3 Administrative Services. In addition to the compensation described in paragraphs 3.1 and 3.2, Sierra Madre shall pay Arcadia a flat rate of \$100 per hour for all administrative work performed at the Arcadia Police Department to document incident responses and arrests made during the Coverage Hours, including

housing of prisoners, bookings, evidence processing, report writing, and creation of any monthly stat sheets for Sierra Madre incidents.

- 3.4 Jail Services. In addition to any and all compensation otherwise set forth in this Agreement, Arcadia shall invoice Sierra Madre and Sierra Madre shall pay Arcadia for booking and housing inmates detained or arrested as a result of the Services at a rate of \$87 for the first day (including booking and housing) and \$10 for each consecutive day thereafter (for housing) per inmate.
- 3.5 Arcadia shall invoice Sierra Madre monthly for all Services and other work provided pursuant to this Agreement, detailing the services provided and broken down into the categories of Patrol and Incident Response, Additional Investigative or Response Services, and Administrative Services.

#### **4.0 ADMINISTRATION OF PERSONNEL**

- 4.1 All Sierra Madre employees who work in conjunction with Arcadia pursuant to this Agreement shall remain employees of Sierra Madre and compensated by Sierra Madre and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Arcadia as a result of this Agreement.
- 4.2 All Arcadia employees assigned to provide services to Sierra Madre pursuant to this Agreement shall remain employees of Arcadia and compensated by Arcadia and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from Sierra Madre as a result of this Agreement.
- 4.3 Sierra Madre shall not be liable for compensation or indemnity to any Arcadia employee or agent for injury or sickness arising out of performance of Services or other work under this Agreement. Arcadia shall indemnify Sierra Madre from any such claim by any of its employees.
- 4.4 Arcadia shall not be liable for compensation or indemnity to any Sierra Madre employee or agent for injury or sickness arising out of performance by Arcadia of Services or other work under this Agreement, or arising out of performance of



work by any Sierra Madre employee.

## **5.0 INDEMNIFICATION**

- 5.1 Sierra Madre shall indemnify, defend, protect and hold harmless Arcadia, and its officials, officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of Sierra Madre's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Arcadia or its officials, officers, employees, volunteers and agents, or as otherwise provided by law.
- 5.2 Arcadia shall indemnify, defend, protect and hold harmless Sierra Madre, and its officials, officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of a breach of Arcadia's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Sierra Madre or its officials, officers, employees, volunteers and agents, or as otherwise provided by law.
- 5.2 Arcadia shall indemnify Sierra Madre for any workers compensation claim or other claim of injury made by any Arcadia employee against Sierra Madre for any injury alleged to have occurring during the provision of services pursuant to this Agreement, except to the extent caused by gross negligence or willful misconduct of Sierra Madre or its officials, officers, employees agents or volunteers.

## **6.0 RIGHT OF TERMINATION**

- 6.1 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 fifteen (15) days before the date specified for such termination.
- 6.2 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the effective 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 effective date of termination.

## **7.0 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 (as applicable) 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 Sierra Madre shall be addressed as follows:

Sierra Madre Police Department  
242 Sierra Madre Boulevard  
Sierra Madre, CA 91024  
ATTN: Chief of Police  
Phone: (626) 355-1414  
Fax: (626) 355-5468

Notices to Arcadia shall be addressed as follows:

Arcadia Police Department  
250 West Huntington Drive  
Arcadia, CA 91066  
Attn: Chief of Police  
Phone: (626) 574-5151  
Fax: (626) 447-6581

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written agreement duly executed by authorized representatives of Sierra Madre and Arcadia.

## **9.0 AUTHORIZATION WARRANTY**

- 9.1 Sierra Madre represents and warrants that the person(s) executing this Agreement on behalf of Sierra Madre are authorized agents who have actual authority to bind Sierra Madre to each and every term, condition, and obligation of this Agreement and that all requirements of Sierra Madre have been fulfilled to provide such actual authority.
- 9.2 Arcadia represents and warrants that the person(s) executing this Agreement on behalf of Arcadia are authorized agents who have actual authority to bind Arcadia to each and every term, condition, and obligation of this Agreement and that all requirements of Arcadia have been fulfilled to provide such actual authority.

#### **10.0 ENTIRE AGREEMENT**

This Agreement, and executed Amendments thereto, constitute the complete and exclusive statement of understanding of the Parties which supersedes all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of this Agreement.

#### **11.0 SEVERABILITY**

If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each Party still receives the benefits of this Agreement.

#### **ACCEPTED AND AGREED TO:**

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**Elaine Aguilar, City Manager**  
**City of Sierra Madre**

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**Dated**

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**Dominic Lazzaretto, City Manager**  
**City of Arcadia**

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**Dated**

**APPROVED AS TO FORM:**

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**Teresa L. Highsmith**  
**City Attorney, City of Sierra Madre**

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**Stephen P. Deitsch**  
**City Attorney, City of Arcadia**