




## City of Sierra Madre Agenda Report

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

*Melinda Carrillo, City Clerk*  
*Michael Amerio, City Treasurer*

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager 

INITIATED BY: Larry Giannone, Director of Public Safety

REVIEWED BY: Elisa Cox, Assistant City Manager

DATE: June 14, 2016

**SUBJECT: Extension of Temporary Police Services Contract with LASD**

---

### **SUMMARY**

The City is seeking to extend the Temporary Police Services Contract from the Los Angeles County Sheriff's Department (LASD) for the hours of 6 PM to 6 AM daily. The City is currently in a contract with LASD for their services through June 30, 2016. In order to continue using LASD services, a new contract needs to be implemented starting July 1, 2016.

In February 2016 Staff negotiated a contract with LASD for Supplemental Police Services. At the February 23, 2016 City Council Meeting the City Council approved the LASD Supplemental Police Services Contract. At that time the City was anticipating a 4% price increase starting July 1, 2016. The actual price increase starting July 1, 2016 resulted in a 6.65% increase, which increases our monthly cost by \$6,863.

Recruitment to rebuild the Police Department is still a work in progress. We have two new officers in field training, one new dispatcher in training, two new officers and one sergeant in backgrounds. We have an ongoing active recruitment for a fourth sergeant, dispatchers and have two recruits scheduled to attend the LASD Academy on July 28<sup>th</sup>.

Staff is hopeful that if the probationary officers pass their training modules as scheduled, making it possible for the Sierra Madre Police Department (SMPD) to resume policing the City fulltime starting October 1, 2016.

### **ANALYSIS**

Staff contacted the LASD, who has been providing this temporary service to the City of Sierra Madre, and they have agreed to continue to provide services to the community.

LASD will continue to provide 2 dedicated patrol units to the City of Sierra Madre from 6 PM to 6 AM daily, including times where the city may be faced with natural disasters, such as an earthquake, flood, or fire. Since the start of the Temporary Service Contract in February 2016 thru the end of May 2015 LASD has handled 428 calls for service, which includes traffic and pedestrian stops, for the City and the Community.

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 complete. Additionally this will lessen the impact to the citizens when they call the Police Department.

During the months of June through September existing Police Department Staff will be training four new officers, and hopefully two new sergeants. Providing that the training goes as planned the new hires should be able to be on their own by the end of September; at which time we are anticipating that we will have the minimum level of staffing available to allow us to resume full time patrol and investigative coverage of the City.

### **FINANCIAL REVIEW**

LASD will charge \$103,261 a month for their services starting July 1, 2016. This is a \$6,863 a month increase from the previous contract cost of \$96,397. This price will remain in effect until June 30, 2017, however Staff is hoping to end the contract on September 30, 2016. Staff has proposed an increase of \$400,000 in the Contract Services 2016 – 2017 Budget, which will be presented to the City Council on June 28, 2017. Should the City Council not approve the increase during the budget approval process, funds would need to be appropriated from the General Fund Reserves.

### **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 extension of the Supplemental Law Enforcement Services Agreement with LASD for temporary nighttime patrol services continuing on starting July 1, 2016 and approve the necessary funding from either the 2016-2017 Budget or the General Fund Reserves.

2. The City Council may deny the proposed Supplemental Law Enforcement Services Agreement with LASD for temporary nighttime patrol services and provide staff with alternate direction.

**STAFF RECOMMENDATION**

Staff recommends the City Council approve the extension Supplemental Law Enforcement Services Agreement approve the necessary funding in the amount of \$400,000 from either the 2016-2017 Police Contract Services Budget or the General Fund Reserves

Attachment (1):

"A" - Supplemental Law Enforcement Services Agreement between LASD and the City of Sierra Madre for Temporary Nighttime Patrol Services.

# ATTACHMENT

## SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND CITY OF SIERRA MADRE

### TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS.....		2
1.0	SCOPE OF SERVICES.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	4
3.0	INDEMNIFICATION.....	5
4.0	TERM OF AGREEMENT.....	5
5.0	RIGHT OF TERMINATION.....	5
6.0	BILLING RATES.....	6
7.0	PAYMENT PROCEDURES.....	6
8.0	AMENDMENTS.....	7
9.0	ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.....	7
10.0	AUTHORIZATION WARRANTY.....	7
11.0	GOVERNING LAW, JURISDICTION, AND VENUE .....	7
12.0	NOTICES.....	8
13.0	VALIDITY.....	8
14.0	WAIVER.....	8
15.0	ENTIRE AGREEMENT.....	9
SIGNATURES.....		10

### EXHIBIT A - SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES

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

This Supplemental Law Enforcement Services Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the County of Los Angeles ("County") and CITY OF SIERRA MADRE ("Public Entity.")

**RECITALS**

- (a) Whereas, the Public Entity is desirous of contracting with the County for the performance of the supplemental law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such supplemental law enforcement services within the County on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by the provisions of Section 56-1/2 and/or 56-3/4 of the Charter of the County of Los Angeles and/or Section 51301 of the California Government Code; and
- (d) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide supplemental law enforcement services to the Public Entity. The classification and approximate numbers of personnel provided by the County shall be determined and mutually agreed upon by the Sheriff's Department and the Public Entity prior to the provision of supplemental law enforcement services, and set forth in an operations plan which shall be attached hereto as an Amendment to this Agreement and

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

- 1.2. The request for supplemental law enforcement services shall be a written request on official Public Entity letterhead. The request shall contain specific dates of service, hours of operation, number of personnel requested, classification of personnel requested, and duties and responsibilities associated with the type of service requested.
- 1.3. The request shall be signed by a representative of the Public Entity who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 W. Temple Street, 7th Floor, Los Angeles, California 90012.
- 1.4. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications, fuel, and supplies necessary to provide the supplemental law enforcement services to be rendered hereunder. Notwithstanding the foregoing, the Public Entity may provide additional resources for the County to utilize in the performance of the supplemental law enforcement services.
- 1.5. If applicable, the Public Entity hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for supplemental law enforcement services herein the right to transmit and broadcast communications to the Public Entity's police department's units via the primary dispatch frequency and/or any other law enforcement frequency for which the Public Entity is licensed by FCC.
- 1.6. Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall encompass duties and functions within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Public Entity shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Public Entity
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 All Public Entity employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity 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 Public Entity employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof and not to establish an agency relationship, 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 Public Entity while performing such service for the Public Entity, as long as the service is within the scope of this Agreement and is a Public Entity function.
- 2.6 The Public Entity 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 Public Entity. Except as herein otherwise specified, the Public Entity 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 Public Entity.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 INDEMNIFICATION**

- 3.1 Public Entity 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 Public Entity's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 County shall indemnify, defend, and hold harmless the Public Entity, 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 July 1, 2016 or upon execution by the Sheriff, whichever is later, and shall terminate September 30, 2016, unless sooner terminated or extended in whole or in part as provided for herein.

### **5.0 RIGHT OF TERMINATION**

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar 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) calendar 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 Public Entity under this Agreement, the Public Entity shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Supplemental Law Enforcement Services Rates, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate adjustment shall be reflected in a revised Attachment A and attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.
- 6.2 The billing rates depicted on Exhibit A, Supplemental Law Enforcement Services Rates, are developed and deemed appropriate 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's Department, shall render to the Public Entity a summarized invoice which covers all services performed during said month, and the Public Entity shall pay County for all undisputed amounts within sixty (60) 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 sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Public Entity 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 Paragraphs 7.1 and 7.2 above.

#### **8.0 AMENDMENTS**

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

#### **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 Public Entity represents and warrants that the person executing this Agreement for the Public Entity is an authorized agent who has actual authority to bind the Public Entity to each and every term, condition, and obligation of this Agreement and that all requirements of the Public Entity 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: Richard T. Mouwen, Captain  
211 W. Temple Street, 7th Floor  
Los Angeles, California, 90012

Notices to the Public Entity shall be addressed as follows:

SIERRA MADRE POLICE DEPARTMENT  
Attn: Chief Larry Giannone  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024  
626-355-7135

## **13.0 VALIDITY**

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

## **14.0 WAIVER**

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

## **15.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, Supplemental Law Enforcement Services Rates, 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 SIERRA MADRE**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jim McDonnell, Sheriff

Date \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Melinda Carrillo  
City Clerk

CITY OF SIERRA MADRE

By \_\_\_\_\_  
Elaine I. Aguilar  
City Manager, City of Sierra Madre

Date \_\_\_\_\_

APPROVED AS TO FORM:  
MARY WICKHAM  
County Counsel

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Terri Highsmith  
City Attorney, City of Sierra Madre