

REPORT TO CITY COUNCIL

DATE: JUNE 10, 2009

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: LOUIS CELAYA, ASSISTANT TO THE CITY MANAGER

SUBJECT: AUTHORIZATION OF CITY MANAGER TO EXECUTE ONE-YEAR EXTENSION TO THE MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES (SHERIFF'S DEPARTMENT) EFFECTIVE JULY 1, 2009, THROUGH JUNE 30, 2010

In June 2004, the City entered into a five-year agreement with the County of Los Angeles for law enforcement services through the County Sheriff's Department. Since the City's incorporation, the Sheriff's Department has provided this contract service and the current five-year agreement is scheduled to terminate on June 30, 2009.

Through the Municipal Law Enforcement Services Agreement with the County, the City contracts by way of the Malibu/Lost Hills Sheriff's Station for services that include crime suppression, traffic enforcement, parking enforcement, special liaison officer, and special programs like STTOP, COPS, and STAR. (Success Through Awareness Resistance). Additionally, the City also contracts on an overtime basis for directed patrols to address specific crime and traffic issues, business watch services, and special event coordination.

The one-year extension is being requested upon a recommendation of the California Contract City's Association City Managers/Administrators Committee (CCCA) who is currently addressing an "assumed liability" issue with the County. For your information, the issue of who assumes liability for the criminal conduct of on-duty deputies is still unresolved between the County and contract cities. This recommendation comes in light of the CCCA's efforts to reach an amicable agreement with the Los Angeles County Board of Supervisors on resolving the liability question. Until an acceptable wording can be incorporated in the new Municipal Law Enforcement Services agreement, the Committee felt it best to recommend a one-year extension in order to allow more time for all parties to reach a consensus, or alternatively, obtain a judicial determination. The attached extension renews the current agreement for a one-year period with the Los Angeles County Sheriff's Department.

Staff has discussed this issue with the City Attorney who concurs that a one-year extension would provide more time to address the liability issue and ensure all contract city communities are protected.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to execute the one-year Municipal Law Enforcement Services Agreement with the County of Los Angeles (Sheriff's Department) effective July 1, 2009, through June 30, 2010.

Attachments: Amendment to City-County Law Enforcement Services Agreement
 City-County Municipal Law Enforcement Services Agreement, June 29, 2004

AMENDMENT TO CITY- COUNTY
LAW ENFORCEMENT SERVICES AGREEMENT

The undersigned are parties to that certain CITY-COUNTY LAW ENFORCEMENT SERVICES AGREEMENT made and entered as of _____ (the "Agreement"), a copy of which is attached hereto as exhibit A. The parties wish to amend and modify the terms of the agreement as follows:

For good and valuable consideration, paragraph 6.1 of the Agreement is replaced with the following:

"6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2004 and shall remain in effect until June 30, 2010."

As modified by this amendment, the Agreement remains in full force and effect and remains fully binding upon the parties.

IT IS SO AGREED.

Dated: June __, 2009

COUNTY OF LOS ANGELES

By: _____

Its: _____

Dated: June __, 2009

CITY OF _____

By: _____

Its: _____

**CONTRACT
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
& THE CITY OF AGOURA HILLS**

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CITY-COUNTY

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only,

June 29, 2004, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF, hereinafter AGOURA HILLS referred to as "City".

RECITALS:

- (a) The City is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department.
- (b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.
- (c) Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide general law enforcement services within the corporate limits of City to the extent and in the manner hereinafter set forth.
- 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 of the County of Los Angeles under the Charter of the County and the statutes of the State of California, and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this agreement, the Sheriff or his designee shall serve as 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.

2.3 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City.

2.4 With regard to sections 2.2 and 2.3, the Sheriff, 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 employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County.

2.6 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the City while performing such service for the City, as long as the service is within the scope of this agreement and is a municipal function.

2.7 The contracting City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

2.8 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 contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 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.

3.2 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form (Attachment A).

3.3 A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.

3.4 Should the City request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the City and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.

3.5 The most recent dated and signed SH-AD 575 Deployment of Personnel attached to this contract shall be the staffing level in effect between the County and the City

3.6 The City is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, 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.

4.3 When and if both parties to this contract 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, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff 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 said City, such quarters may be used by the Sheriff of the County of Los Angeles in connection with the performance of his 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 said 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 Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993.

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 In the event the 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.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 1, 2004 and shall remain in effect until June 30, 2009.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, this agreement may be renewable for successive periods not to exceed five years each.

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 sixty (60) 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) 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 anytime, with or without cause, by either party upon written notice given to the other party at least 180 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 each party shall be

released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.

8.2 The rates indicated in the SH-AD 575, Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

8.3 The City shall be billed based on the service level provided within the parameters of the SH-AD 575, Deployment of Personnel form.

8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff of the County of Los Angeles, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 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 60 days after the dispute resolution is memorialized.

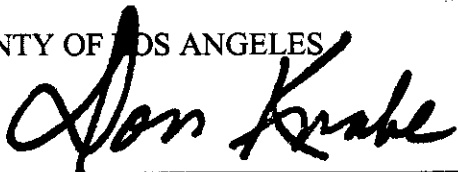
9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days

**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
& THE CITY OF AGOURA HILLS**

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By 

DON KNABE

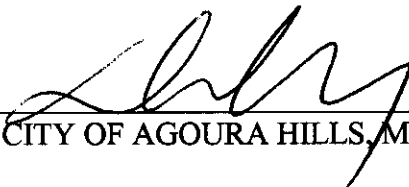
Chair, Board of Supervisors

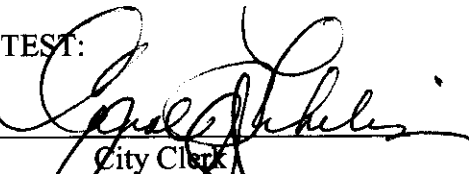
ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk
Los Angeles County
Board of Supervisors




By 
Deputy

CITY OF AGOURA HILLS

By 
CITY OF AGOURA HILLS, MAYOR

ATTEST:
By 
City Clerk

By 
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JUN 29 2004

APPROVED AS TO FORM:

Lloyd W. Pellham
County Counsel


Senior Deputy County Counsel

Violet Varona-Lukens
**VIOLET VARONA-LUKENS
EXECUTIVE OFFICER**