



**AGENDA
CUDAHY CITY COUNCIL**

A Special Meeting to be held in the City Council Chambers,
5240 Santa Ana Street, Cudahy, California
Tuesday– March 25, 2014 - 6:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

Councilmember Markovich
Councilmember Oliva
Councilmember Sanchez
Vice Mayor Garcia
Mayor Guerrero

Pledge of Allegiance:

3. PUBLIC COMMENT

Mayor: This is the time set aside for citizens to address the City Council on matters listed on the agenda **ONLY**. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. **Each person will be allowed to speak only once and will be limited to four (4) minutes**. When addressing the Council please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on an audio cd.

4. BUSINESS SESSION

4A. Consideration and approval of a new agreement with the L.A County Sheriff's Department for continuation of police services.
(Staff report attached)

Recommendation: *Motion to approve the agreement to the police services agreement and allow the City Manager to execute the same on behalf of the City with final review of the City Attorney's Office.*

5. CLOSED SESSION

5A. Closed Session Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator
Location of Property: 4840 Clara Street, APN 6226 025 004
City's Negotiator(s): City Manager Henry Garcia and City Attorney Isabel Birrueta
Party Negotiating With: Emiglia and Chiara Gigliotti

SPECIAL MEETING AGENDA
Cudahy City Council
March 25, 2014

Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

6. ADJOURNMENT

All public meetings conducted by the City of Cudahy are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the Office of the City Clerk at least 72 hours in advance of the meeting. SB343 Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201. THIS AGENDA POSTED ACCORDING TO GOVERNMENT CODE REQUIREMENTS OF THE STATE OF CALIFORNIA BY THE DEPUTY CITY CLERK OF THE CITY OF CUDAHY: ANGELA BUSTAMANTE



AGENDA REPORT

MEETING DATE: Tuesday, March 25, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: City Manager's Office

FROM: Jessica Balandran, Senior Administrative Analyst

TITLE: **LOS ANGELES COUNTY SHERIFF'S DEPARTMENT - MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

RECOMMENDATION

It is recommended that the City Council approve the five-year (5) Municipal Law Enforcement Services Agreement beginning July 1, 2014 to provide general law enforcement services to the City of Cudahy to avoid disruption in law enforcement services. **Municipal Law Enforcement Services Agreement Attached (EXHIBIT A)**

STAFF ANALYSIS AND RECOMMENDATION

The current Los Angeles County Sheriff's Department Law Enforcement Agreement will expire June 2014. Therefore, the Los Angeles County Sheriff's Department has presented the City with a new five (5) year Municipal Law Enforcement Services Agreement. Once approved by the City Council, the agreement will go before the County Board of Supervisors for final approval. It takes about six weeks to get on the County Board of Supervisors agenda. A submission to the County Board of Supervisors in May could potentially create issues, as there is a possibility the contract may not be processed in time for the end of the fiscal year. If the current agreement is not approved by July 1, 2014, police services will be provided on an emergency basis only starting July 1, 2014.

Should the City Council decide to explore law enforcement services from other potential departments, staff can provide a comprehensive analysis of other law enforcement service agencies and present to the Council for consideration. Due to the shortage of time, it is in the

City's best interest to sign the agreement to avoid a disruption in service from our current law enforcement services. If Council resolves to contract another agency for law enforcement services, there are three ways to exit the service agreement without penalties.

Termination Provisions

Section 7.0 of the Agreement provides three means by which the City Council may terminate the Agreement. First, the City Council or Sheriff may terminate the Agreement for any reason by serving the other party with a 180-day written notice of termination. Second, the City Council or Sheriff may terminate the Agreement for any reason on July 1, 2015, 2016, 2017, or 2018 by serving the other party with a 60-day written notice of termination. Lastly, if the Sheriff increases the billing rates for its services, the City Council may terminate the Agreement due to such increase by serving the Sheriff with a 60-day written notice of termination.

FISCAL IMPACT

There is no immediate fiscal impact for approving the services agreement. Once the rates portion of the agreement (SH-AD 575 Form for fiscal year 2014-2015) is available, then fiscal impact can be assessed and provided to the Council.

Rates will be discussed at a subsequent meeting. As a precursor, please find some key points:

1. The Los Angeles County Auditor-Controller Office develops and determines rates for the Sheriff's Department every year around May or June. (If further explanation is necessary of how the rates are developed, staff can contact the person who develops the rates so they can answer any questions.)
2. Rates typically increase from 0% - 4% each year.
3. Rates are non-negotiable. All agencies pay the same rates.
4. Deputy hours and deployment can be reduced or modified based on current service level. This can be further discussed directly with Captain Wolak.
5. Even if the SH-AD 575 Form is not signed, the Sheriff's Department will continue to provide service according to the previous 575, but at the new fiscal rates.
6. The Sheriff's Department does not openly discuss deployment and hours with the general public for officer safety reasons.

Payment Terms

Pursuant to Sections 8.0 through 8.3, the City must pay the Sheriff the rates set forth in the SH-AD 575 Deployment of Personnel Form for the law enforcement services which the City requests from the Sheriff. The rates in the SH-AD 575 Form are readjusted each year by the County Auditor-Controller effective on July 1 of each year. The SH-AD 575 Form and the language of the Agreement do not contemplate the City having the right to bargain for cheaper rates than those found in the SH-AD Form because the County Auditor-Controller independently sets those rates, which apply throughout the County to all the municipal law enforcement services agreements. Thus, the City could only get lower rates by having the County Auditor-Controller lower the rates for the law enforcement services throughout the County.

Section 8.4 provides that the County Auditor-Controller shall determine the costs of law enforcement services requested by the City which fall outside of the SH-AD 575 Form. Section 8.4 does not provide for any bargaining of these costs. However, Section 9.2 does provide the City with the right to contest the Sheriff's billings, so costs for services not found in the SH-AD 575 Form can be disputed by the City if those costs appear unreasonable.

ADDITIONAL KEY POINTS

Governance Structure

Section 2.0 of the Agreement provides the relevant governance structure amongst the parties. The Sheriff, or his designated representative, will serve as the City's Chief of Police, and the City Council will have the authority to define the functions of that position. The duties, scope of performance, and discipline of the officers that the Sheriff assigns to the City will be under the City Council's control. In the event that there is a dispute between the parties regarding the officers' duties, performance, and/or discipline, the parties must make good faith efforts to informally resolve the dispute, but final decision-making authority resides with the Sheriff. While the City Council has limited authority over the officers assigned to the City, the Sheriff does not have any authority over City personnel.

Section 3.0 of the Agreement requires the City Council to submit the SH-AD 575 Deployment of Personnel Form and meet with the assigned Sheriff's station captain to formally request the specific law enforcement services that the City requires from the Sheriff. If the City Council wishes to alter the requested law enforcement services, the City may submit a revised SH-AD Form 575. In the event that the Sheriff does not deploy enough officers to perform the services

requested by the City Council, Section 3.3 of the Agreement provides the following resolution process:

1. The City Council, or another representative of the City, shall meet with the assigned station captain to develop a plan to resolve the deployment deficiencies;
2. If that plan is unsatisfactory to the City Council, there will be a meeting with the Sheriff's Division Chief to develop an alternative plan; and
3. If neither the station captain's nor the Division Chief's plan is satisfactory, the City Council will work directly with the Sheriff to resolve the deployment deficiencies.

Term of the Agreement

The initial term of the Agreement is five years dating from July 1, 2014 through June 30, 2019. The LA County Board of Supervisors and City Council can agree to extend the term in increments not to exceed successive 5 year terms. Nine months prior to the expiration of the Agreement, the City Council and the Sheriff, or another representative of the County, are required to meet and negotiate in good faith for a possible renewal.

ATTACHMENTS

EXHIBIT A: Municipal Law Enforcement Services Agreement

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

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

This Municipal Law Enforcement Services Agreement (hereinafter referred to as "Agreement") is made and entered into this _____ day of _____, 2014 by and between the County of Los Angeles (hereinafter referred to as "County") and the City of Cudahy (hereinafter referred to as "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 (hereinafter referred to as "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, such municipal law enforcement services agreements are authorized and provided for by the provisions of Section 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 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 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.
- 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.
- 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, and not to establish an agency relationship, every County employee engaged in performing any such service and function shall be deemed to be an officer of said

City while performing service for said City, which service is within the scope of this Agreement and is a municipal function.

- 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 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 performance 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 a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, attached hereto as Attachment A and incorporated herein by this reference.
- 3.2 City, or its designated City 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 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) which may cause impairments in the consistent delivery of services. 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 City of this change in advance. In the event that prior notice is not possible, City shall be notified of the change within two City business days. If monthly service

compliance falls below ninety-eight percent (98%), 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%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and City to discuss compliance and identify a plan for resolution. If 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 and/or staffing adjustments at no additional cost to the City, and/or City-initiated service suspensions. If the City determines it is unnecessary, City may waive either dispute resolution process discussed above.

- 3.4 A new Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee each July 1, and attached hereto.
- 3.5 Should the City request a change in level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel 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 SH-AD 575 Deployment of Personnel Form, of this Agreement. The City 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. Such other services shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, under the

procedures set forth in Paragraphs 3.4 and 3.5 above.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing said general law enforcement services, 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 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 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 local office or building may be used by the Sheriff's Department 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. 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 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 Board of Supervisors later approves a revised Assumption of Liability Agreement and/or 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 AGREEMENT

6.1 The term of this Agreement shall be from July 1, 2014 through June 30, 2019, 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 sixty (60) 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 anytime, 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.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services provided under the terms of this Agreement at the rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The rates set forth on Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, 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 based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement.
- 8.4 The cost of other services requested pursuant to Paragraph 3.7 of this Agreement and not set forth in Attachment A, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Agreement shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Sheriff's Department, shall render to said City within ten (10) calendar 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) calendar 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) calendar 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 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 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 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 County of Los Angeles shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
4700 Ramona Boulevard
Monterey Park, California 91754
Phone #:

10.3 Notices to City of shall be addressed as follows:

City of Cudahy
Attn:
Address:
Phone #:

11.0 AMENDMENTS

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. Notwithstanding, the Sheriff or his designee is hereby authorized to execute on behalf of the County any Amendments and/or supplemental agreements referenced in Sections 1.3, 3.0, 4.3, 8.2, and 9.2 of this Agreement.

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, Attachment A, and any executed 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.

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

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and the City has caused this Agreement to be executed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Board of Supervisors

By _____
Deputy

CITY OF CUDAHY

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____