



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE: June 21, 2022

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Resolution Amending Fiscal Year 2021-2022 Budget for Supplemental Law Enforcement Services

RECOMMENDATION:

It is recommended that the Mayor and Council Members adopt a resolution amending the Fiscal Year 2021-2022 Budget to include funds in the amount of \$308,000, for the County of Los Angeles Sheriff's Department (LASD) to continue to provide supplemental law enforcement services. (General Fund)

BACKGROUND:

The City of Inglewood occasionally hosts professional sporting and entertainment events. These events can easily draw thousands of attendees and may require additional staffing. While the Inglewood Police Department (Department) can provide a sufficient level of law enforcement services for most of these events, in some cases, additional resources are required.

DISCUSSION:

On July 30, 2021, the City Council approved Agreement No. 21-207 with LASD, to provide supplemental law enforcement services to be effective until July 31, 2022, in the amount of \$5,000,000. Currently, the Department has expended nearly all the funds, and it has been determined that continued law enforcement services from LASD will be necessary for the remainder of the agreement.

Upon adoption of the resolution, the Department will continue to have the ability to request additional law enforcement services from LASD, as needed for events through July 31, 2022.

FINANCIAL/FUNDING ISSUES AND SOURCES:

Sufficient funds in the amount of \$308,000 will be available in the Fiscal Year 2021-2022 Budget under Account Code No. 001-045-4523-44845-00 (General Fund-Police Department-Contract Services-Contract Services). If additional funds are required during the term of this agreement, the Department will submit a follow-up staff report that identifies the need.

The impact to the General Fund will be cost neutral, as the City will invoice the respective venues for reimbursement for services rendered.

10.

**Mayor and Council Members
Resolution Amending FY 2021-2022 Budget
Supplemental Law Enforcement Services
June 21, 2022**

Page 2 of 3

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 – Budget Resolution and Exhibit A

Attachment No. 2 – Agreement with County of Los Angeles

PREPARED BY:

Anna Ma, Administrative Analyst *AM*

COUNCIL PRESENTER:

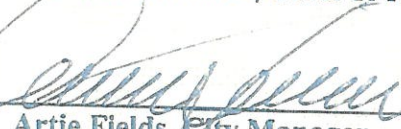
Mark Fronterotta, Chief of Police

APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:


Mark Fronterotta, Chief of Police

CITY MANAGER APPROVAL:


Artie Fields, City Manager

ATTACHMENT NO. 1

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RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA, AMENDING THE
FISCAL YEAR 2021-2022 BUDGET TO INCLUDE
FUNDS IN THE AMOUNT OF \$308,000**

WHEREAS, funds in the amount of \$308,000 are required to the County of Los Angeles Sheriff's Department for providing supplemental law enforcement services; and

WHEREAS, funds are available in the City's General Fund Revenues; and

WHEREAS, the inclusion of these funds is necessary to provide funding for said services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood, California, that the Fiscal Year 2021-2022 City Budget be amended to reflect the adjustments as shown in Exhibit "A".

BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this _____ day of _____, 2022.

CITY OF INGLEWOOD:

Mayor of the City of Inglewood

ATTEST:

City Clerk

EXHIBIT A

Fund: 001
 Agency: 045
 Orgn: 4523-Contract Services

| Revenue Code | | FY2021-22 Budget | Amended Budget | Increase/Decrease |
|--------------|--------------------------------------------------|---------------------|-------------------|-------------------|
| 6034.00 | Police Special Svcs-SOFI Stadium O/S Services | <u>8,150,000</u> | <u>8,458,000</u> | <u>308,000</u> |
| | Total | 8,150,000 | 8,458,000 | 308,000 |

Fund: 001
 Agency: 045
 Orgn: 4523-Contract Services

| Expenditure Code | | FY2021-22 Budget | Amended Budget | Increase/Decrease |
|------------------|--------------------------|---------------------|-------------------|-------------------|
| 44845.00 | Contract Services-Police | 9,957,846 | 10,265,846 | 308,000 |
| | Total | 9,957,846 | 10,265,846 | 308,000 |

ATTACHMENT NO. 2

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

This Supplemental Law Enforcement Services Agreement ("Agreement") is entered into this 30th day of July, 2021, by and between the County of Los Angeles ("County") and City of Inglewood ("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/or Section 10405 of the California Corporations 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 Event Action Plan (EAP) 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 The County agrees to provide clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services the County may deem necessary to carry out the duties assigned to the Sheriff's Department under the event action plan(s) for law enforcement services referred to in Section 1.1, and billed per Section 6.2.
- 2.2 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
- 2.3 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.
- 2.4 With regard to Paragraphs 2.2 and 2.3 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.
- 2.5 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.
- 2.6 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.

3.3 On a temporary basis, until City of Inglewood's procured vehicles are in-service, only City of Inglewood Police Department may utilize County's "Polaris" side-by-side vehicles. The County shall not be held responsible or liable for any personal injury, death, or property damage incurred by a member of the City of Inglewood Police Department while using the "Polaris" vehicles.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence August 01, 2021 or upon execution by the Sheriff, whichever is later, and shall terminate July 31, 2022, 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.
- 6.2 At the request of the Public Entity, in writing on official Public Entity letterhead, the County may provide event planning services. For each event day, the County will not exceed a total of 50 hours billed to the Public Entity for the event planning service. Large scale or multi-day events, as determined by the County, including but not limited to: Super Bowl LVI, 2023 College Football Championship, events associated with the 2028 Summer Olympic Games, and yet to be determined or yet to be planned events, may exceed 50 hours per event day. The County will provide the Public Entity with an estimate for the number of hours prior to event planning services commence for the aforementioned (and other) large scale or multi-day events.

- 6.3 The billing rates set forth on Exhibit A, Supplemental Law Enforcement Services Rates, 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.
- 6.4 The billing rates published, 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 event, 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

With the exception of Amendments made pursuant to Paragraph 6.0 and EAP as described in Section 1.1, which do not require the signature of either party, all other 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: Sergio V. Escobedo, Captain
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

Notices to the Public Entity shall be addressed as follows:

City of Inglewood Police Department
Attn: Mark Frontcrotta, Chief
1 Manchester Boulevard
Inglewood, California 90301

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.

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

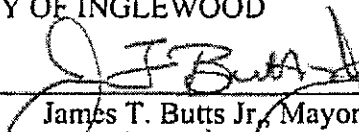
IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By 
Alex Villanueva, Sheriff

Date 08/03/21

CITY OF INGLEWOOD

By 
James T. Butts Jr., Mayor

Date 7/30/21

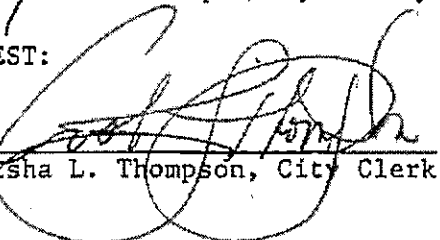
APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By APPROVAL ON FILE
Deputy County Counsel

APPROVED AS TO FORM:

By 
Kenneth R. Campos, City Attorney

ATTEST:

By 
Aisha L. Thompson, City Clerk

ATTACHMENT NO. 2

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

"A Tradition of Service"
 Since 1850

SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES

FISCAL YEAR 2021-22

AS PUBLISHED BY THE AUDITOR-CONTROLLER

| SERVICE UNIT | HOURLY* RATE | LIABILITY @ 3% | TOTAL COST |
|--------------------------------------|-----------------|-------------------|---------------|
| Deputy Sheriff, Generalist | \$ 100.45 | \$ 3.01 | \$ 103.46 |
| Deputy Sheriff, Bonus I | \$ 109.72 | \$ 3.29 | \$ 113.01 |
| Deputy Sheriff, Bonus II | \$ 132.54 | \$ 3.98 | \$ 136.52 |
| Deputy Sheriff, Bonus II- SEB/ESD | \$ 140.02 | \$ 4.20 | \$ 144.22 |
| Deputy Sheriff, Bonus II- Pilot | \$ 140.02 | \$ 4.20 | \$ 144.22 |
| Deputy Sheriff, Reserve | \$ 50.45 | \$ 1.51 | \$ 51.96 |
| Sergeant | \$ 133.10 | \$ 3.99 | \$ 137.09 |
| Sergeant- SEB/ESD | \$ 140.62 | \$ 4.22 | \$ 144.84 |
| Sergeant- Pilot | \$ 155.39 | \$ 4.66 | \$ 160.05 |
| Lieutenant | \$ 159.93 | \$ 4.80 | \$ 164.73 |
| Security Officer | \$ 50.23 | \$ 1.51 | \$ 51.74 |
| Security Assistant | \$ 31.64 | \$ 0.95 | \$ 32.59 |
| Custody Assistant | \$ 65.24 | \$ 1.96 | \$ 67.20 |
| Custody Assistant (Patrol) | \$ 68.93 | \$ 2.07 | \$ 71.00 |
| Community Services Assistant | \$ 38.17 | \$ 1.15 | \$ 39.32 |
| Parking Control Officer, Supervising | \$ 53.96 | \$ 1.62 | \$ 55.58 |
| Criminalist | \$ 85.37 | \$ 2.56 | \$ 87.93 |
| Criminalist, Senior | \$ 115.03 | \$ 3.45 | \$ 118.48 |
| Criminalistics Laboratory Technician | \$ 57.37 | \$ 1.72 | \$ 59.09 |

* Hourly Rate does not include the liability cost at 3%.

**One hour of travel time will be added to each assigned personnel, unless, as predetermined by the County and the Public Entity, personnel with specialized equipment who are required for the event will have actual hours billed, to include equipment preparation.

Rates are effective July 1, 2021 through June 30, 2022.