



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** July 12, 2022

**TO:** Mayor and Council Members

**FROM:** Police Department

**SUBJECT:** Agreement with the County of Los Angeles for Supplemental Law Enforcement Services

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### **RECOMMENDATION:**

It is recommended that the Mayor and Council Members take the following actions:

1. Approve an agreement with the County of Los Angeles, authorizing the Chief of Police (or designee) to request supplemental law enforcement services for professional sporting and entertainment events from the Los Angeles County Sheriff's Department (LASD), in an amount not to exceed \$8,195,000 (General Fund); and
2. Adopt a resolution amending the Fiscal Year 2021-2022 Budget in the amount of \$1,474,000. (General Fund Revenues)

### **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 is able to provide a sufficient level of law enforcement services for most of these events, in some cases, additional resources are required.

### **DISCUSSION:**

Upon approval of the agreement, the Department will have the ability to request additional law enforcement services from the LASD, as needed for professional sporting and entertainment events at a predetermined personnel rate (See Attachment No. 2).

A member of the Police Department's command staff will contact the LASD prior to the event to mutually agree upon the personnel classifications and number of personnel required. LASD will log the number of hours each personnel member has worked and charge for services according to the fee schedule in the agreement. An additional three (3) percent is charged for liability cost, as well as one (1) hour of travel time for each assigned personnel. The proposed agreement will remain in effect until June 30, 2023.

### **FINANCIAL/FUNDING ISSUES AND SOURCES:**

Upon adoption of the attached resolution amending the Fiscal Year 2021-2022 Budget, funds in the amount of \$1,474,000 will be available under Account Code No. 001-045-4523-44845-00 (General Fund-Police Department-Contract Services-Contract Services).

6.

**Mayor and Council Members  
Agreement with County of Los Angeles  
Supplemental Law Enforcement Services  
July 12, 2022**

In addition, staff will budget \$6,721,000 in LASD services in the Fiscal Year 2022-2023 Budget. The Department reserves the option to reallocate the funding authorized, herein, between Fiscal Years 2021-2022 and 2022-2023 should the need arise, so long as the total amount shall not exceed \$8,195,000. In the event that additional funds are required during the term of this agreement, the Police 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.

**DESCRIPTION OF ANY ATTACHMENTS:**

Attachment No. 1 – Agreement with County of Los Angeles

Attachment No. 2 – County of Los Angeles Sheriff's Department Personnel Rates

Attachment No. 3 – Resolution and Exhibit A

**PREPARED BY:**

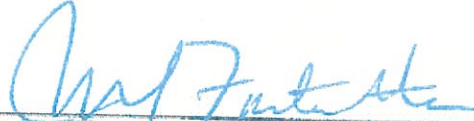
Anna Ma, Administrative Analyst *AM*

**COUNCIL PRESENTER:**

Mark Fronterotta, Chief of Police

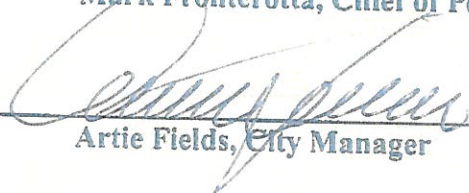
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Mark Fronterotta, Chief of Police

CITY MANAGER APPROVAL:



Artie Fields, City Manager

# **ATTACHMENT NO. 1**

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

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**EXHIBIT A - SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES**

**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 \_\_\_\_ day of \_\_\_\_\_, 2022, 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, 2022 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2023, 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 The County may provide event planning services and post event processing for each event. For each event day, the County will not exceed a total of 50 hours billed to the Public Entity for the event planning service and post event processing. Large scale or multi-day events, as determined by the County, including but not limited to: 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 (for event planning and post event processing) 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 Fronterotta, 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 \_\_\_\_\_

CITY OF INGLEWOOD

By \_\_\_\_\_  
James T. Butts Jr., Mayor

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By APPROVAL ON FILE  
Deputy County Counsel

APPROVED AS TO FORM:

By \_\_\_\_\_  
Kenneth R. Campos, City Attorney

# **ATTACHMENT NO. 2**

COUNTY OF LOS ANGELES  
**SHERIFF'S DEPARTMENT**

*"A Tradition of Service"*

*Since 1850*

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES**

**FISCAL YEAR 2022-23**

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT	HOURLY* RATE	LIABILITY @ 3%	TOTAL COST
Deputy Sheriff, Generalist	\$100.79	\$3.02	\$103.81
Deputy Sheriff, Generalist Observer/Motor	\$106.48	\$3.19	\$109.67
Deputy Sheriff, Bonus I	\$110.50	\$3.32	\$113.82
Deputy Sheriff, Bonus I- SEB	\$116.74	\$3.50	\$120.24
Deputy Sheriff, Bonus II	\$132.90	\$3.99	\$136.89
Deputy Sheriff, Bonus II- Arson/Explosive	\$148.34	\$4.45	\$152.79
Deputy Sheriff, Bonus II- SEB/ESD	\$140.41	\$4.21	\$144.62
Deputy Sheriff, Bonus II- Pilot	\$140.41	\$4.21	\$144.62
Deputy Sheriff, Reserve	\$50.72	\$1.52	\$52.24
Sergeant	\$133.43	\$4.00	\$137.43
Sergeant- SEB/ESD	\$140.96	\$4.23	\$145.19
Sergeant- Arson/Explosive	\$148.92	\$4.47	\$153.39
Sergeant- Pilot	\$155.77	\$4.67	\$160.44
Lieutenant	\$160.44	\$4.81	\$165.25
Law Enforcement Technician (LET)	\$58.75	\$1.76	\$60.52
Public Response Dispatcher II	\$68.97	\$2.07	\$71.04
Supervising Payroll Clerk II	\$65.01	\$1.95	\$66.96
Payroll Clerk II	\$56.91	\$1.71	\$58.61
Management Secretary V	\$83.18	\$2.50	\$85.68
Operations Assistant II (OA2)	\$70.51	\$2.12	\$72.63
Criminalist, Senior	\$115.46	\$3.46	\$118.93
Sheriff's Station Clerk II	\$53.50	\$1.60	\$55.10
Evidence & Property Custodian II	\$57.46	\$1.72	\$59.19

\* 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, 2022 through June 30, 2023.**





# COUNTY OF LOS ANGELES

04-19-2022

## CERTIFICATE OF SELF-INSURANCE COVERAGE

**PRODUCER/INSURED**

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
RISK MANAGEMENT BRANCH  
320 WEST TEMPLE STREET, 7TH FLOOR  
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

### ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION  
100%

### COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> Commercial General Liability	Self Insured	04/19/2022	04/19/2023	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Automobile Liability	Self Insured	04/19/2022	04/19/2023	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Property Liability	Self Insured	04/19/2022	04/19/2023	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and Employers Liability	Self Insured	04/19/2022	04/19/2023	Occurrence Amount - Statutory Statutory aggregate

**Derald  
Brenn  
eman**

Digitally signed by Derald Brenneman  
DN: cn=Derald Brenneman, o=City of Inglewood, ou=Office of the City Attorney, email=dbrenneman@cityofinglewood.org, c=US  
Date: 2022.06.14 09:53:21 -07'00'

### DEPARTMENT OF OPERATIONS/LOCATIONS

County Department: Sheriff  
Facility Use Agreement: Los Angeles County Sheriff's Department

Certificate Holder  
City of Inglewood  
  
One Manchester Boulevard  
Inglewood, CA, 90301

**CANCELLATION**  
SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

STEVE POPLES COUNTY RISK MANAGER

# **ATTACHMENT NO. 3**

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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 \$1,474,000

WHEREAS, funds in the amount of \$1,474,000 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>8,458,000</u>	<u>9,932,000</u>	<u>1,474,000</u>
Total		8,458,000	9,932,000	1,474,000

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

Expenditure Code		FY2021-22 Budget	Amended Budget	Increase/Decrease
44845.00	Contract Services-Police	10,265,846	11,739,846	1,474,000
Total		10,265,846	11,739,846	1,474,000