

Richard Barakat, Mayor (District 3)
Richard Hale, Mayor Pro Tem (District 1)
Monte Lewis, Council Member (District 2)
Bruce Lathrop, Council Member (District 4)
Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: December 18, 2018

SUBJECT: **Ordinance No. 363: Cleanup Language in the Bradbury Municipal Code Regarding the City's Adoption of the County of Los Angeles' Public Health Code.**

ATTACHMENTS: 1. Ordinance No. 363

SUMMARY

Ordinance No. 363 cleans up language in the City's adoption of the County's Public Health Code. There is no significant impact in the adoption of Ordinance No. 363, other than to ensure the code reads correctly.

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 363, and set the second reading; and read the title of Ordinance No. 363, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, AMENDING TITLE XI OF THE BRADBURY MUNICIPAL CODE TO REVISE CHAPTER 2, GENERAL SANITATION."

DISCUSSION

Bradbury Municipal Code Section 11.02.010 – Adoption of the Public Health Code currently reads:

The City hereby adopts as its own public health code, Chapter 8.04 of Title 8 and Titles 11 of the Los Angeles County Code as they are now constituted as of January 2017, as amended in the future by Los Angeles County and approved of by the City Council, to the extent that they do not conflict and/or are inconsistent with the City Code as it is now constituted and as amended in the future.

Ordinance No. 363 alters Section 11.02.010 by the following:

The City hereby adopts as its own public health code, Chapter 8.04 of Title 8, and the entirety of Titles 11 of the Los Angeles County Code, as they are now constituted as of ~~January 2017~~November 30, 2018, as amended in the future by Los Angeles County and approved of by the City Council, to the extent that they do not conflict with and ~~or~~ are not inconsistent with the City Code as it is now constituted and as amended in the future.

Staff recently discovered some inconsistencies with the City's previous adoption of the County's Public Health Code. Ordinance No. 363 alters the language to ensure the code reads correct and updates the City's adoption of the County's code to a more recent period. There is no expected impact to the City in adopting Ordinance No. 363 other than for the code to read correctly.

FINANCIAL ANALYSIS

The adoption of Ordinance No. 363 presents no significant fiscal impact to the City's budget.

STAFF RECOMMENDATION

Staff recommends that the City Council, introduce, waive reading in full, and authorize reading by title only of Ordinance No. 363, and set the second reading; and read the title of Ordinance No. 363, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, AMENDING TITLE XI OF THE BRADBURY MUNICIPAL CODE TO REVISE CHAPTER 2, GENERAL SANITATION."

ATTACHMENT #1

ORDINANCE NO. 363

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, AMENDING TITLE XI OF THE BRADBURY MUNICIPAL CODE TO REVISE CHAPTER 2, GENERAL SANITATION

The City Council of the City of Bradbury does hereby ordain as follows:

Section 1. Findings and Purpose. The City Council finds and declares as follows:

11.02.010. Adoption of Public Health Code.

The City hereby adopts as its own public health code, Chapter 8.04 of Title 8, and the entirety of Title 11 of the Los Angeles County Code, as they are now constituted as of November 30, 2018, as amended in the future by Los Angeles County and approved of by the City Council, to the extent that they do not conflict with and/or are inconsistent with the City Code as it is now constituted and as amended in the future.

Section 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subdivision, sentence, clause, phrase, or portion of this Ordinance irrespective of the fact that one or more sections, subdivisions, sentences, clauses, phrases, or portions of this Ordinance be declared invalid.

Section 3. All required proceedings and considerations precedent to the adoption of this Ordinance have been regularly taken in accordance with applicable law.

Section 4. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

Section 5. This Ordinance shall take effect thirty days after its passage and adoption as provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this 15th day of January, 2019.

ATTEST:

Richard Barakat, Mayor

Claudia Saldana, City Clerk

APPROVED AS TO FORM:

Cary Reisman, City Attorney

"I, Claudia Saldana, City Clerk of the City of Bradbury, hereby certify that the foregoing ordinance, being Ordinance No. 363, was introduced at a regular meeting of the City Council held on December 18, 2018, and signed, approved and adopted this 15th day of January, 2019 by the following vote:

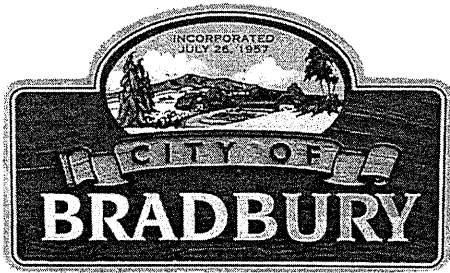
AYES:

NOES:

ABSENT:

ABSTAIN:

Claudia Saldana, City Clerk



Richard Barakat, Mayor (District 3)
Richard Hale, Mayor Pro Tem (District 1)
Monte Lewis, Council Member (District 2)
Bruce Lathrop, Council Member (District 4)
Elizabeth Bruny, Council Member (District 5)

City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: December 18, 2018

SUBJECT: **NEW PROPOSED MOU FOR BRADBURY'S COMMUNITY SERVICES OFFICER PROGRAM AND RESOLUTION NO. 18-36 ALLOCATING COPS FUNDS**

ATTACHMENTS: 1) Resolution No. 18-36: Designating COPS Funding
2) Proposed MOU - CSO Program, 2018-2022
3) Previous MOU – CSO Program, 2017

SUMMARY

The Cities of Bradbury and Monrovia entered into an agreement on January 17, 2017 for a shared Community Services Officer Program for the Fiscal Year 2017/18. The agreement was valid for one year and was effective through June 30, 2018.

The City of Monrovia has provided Bradbury with a new agreement for current Fiscal Year 2018/19 through June 30, 2023. The new agreement essentially is a replica of the previous agreement, with one exception – the new agreement prices Bradbury's cost share at \$50,000 instead of the previous \$37,000.

It is recommended that the City Council adopt Resolution No. 18-36 (Attachment #1), which alters the current COPS programming to include \$50,000 for the CSO program for Fiscal Year 2018/19. It is also recommended that the City Council amend the 2019 budget to allocate an additional \$50,000 in COPS funds for the CSO program, and direct the City Manager to enter into an agreement with the City of Monrovia for the CSO program (Attachment #2).

DISCUSSION

In 1996, the California Legislature adopted Assembly Bill 3229, which established the Citizens Options for Public Safety (COPS) program. Though the Supplemental Law Enforcement Services Fund (SLESF), the City receives \$100,000 in COPS program funds. The purpose of SLESF is to supplement front-line law enforcement services in accordance with a spending plan developed by the City and approved by City Council. These funds cannot pay for the City's Sheriffs contract, but the City can use them to enhance service, such as traffic patrol, increased patrols, or additional law enforcement services.

In 2016, the City Council decided to utilize part of the City's COPS funds in developing a Community Services Officer program. The thought was that a CSO position in Bradbury could be helpful in the focusing of crime prevention, as well as taking on some of the non-law enforcement duties to assist the community. The idea would also be that the CSO would be able to take fingerprints, write reports, and handle evidence. The cost share for Bradbury to participate in the program was listed as \$37,000. Ultimately, the City decided to move forward with sharing a Community Services Officer with the City of Monrovia.

In 2017, the CSO program launched, and the City has had very positive feedback from the community. The current CSO provides residents with a sense of comfort with the increased visibility, he is able to spend time with residents consulting them on video camera best practices, and he is able to educate residents on a wide variety of animal control measures.

FINANCIAL ANALYSIS

The City receives approximately \$100,000 a year in COPS funding from the State of California. In past years, the City expended these funds by providing the City of Duarte with \$50,000 for a special assignment deputy and \$50,000 to the Los Angeles County Sheriffs Department (LASD) for extra traffic enforcement and patrol within the Bradbury community.

For Fiscal Year 2017/18, the City had an excess of COPS funding and was able to allocate a total of \$146,750:

- \$37,000 – CSO program
- \$75,000 – Special assignment deputy with the City of Duarte
- \$31,750 – LASD for additional traffic control & patrol
- \$3,000 – Administrative supplies

For the current Fiscal Year 2018/19, the City has \$186,016 in COPS funding which can be allocated toward:

- \$50,000 – Special assignment deputy with the City of Duarte (which has already been paid)
- \$50,000 – CSO program with the City of Monrovia
- \$1,500 – Administrative supplies

* The City this year did not need to allocate \$50,000 in funding to LASD for additional traffic control & patrol, as LASD had a previous surplus of funding to draw-down upon. *

The funding allocation listed above would result in the City having an excess amount \$84,516 in restricted COPS funding at the end of this Fiscal Year

The excess COPS funding this Fiscal Year and not having to pay for additional LASD traffic control and patrol does provide the City with the ability to pay for the increased price of the CSO program this year. However, there should be future consideration during the upcoming budgeting cycle for future years, as the COPS allocation is not large enough to pay \$50,000 each for the special assignment deputy with the City of Duarte, the CSO program with the City of Monrovia, and additional LASD traffic control and patrol.

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 18-36 (Attachment #1), which alters the current COPS programming to include \$50,000 for the CSO program for Fiscal Year 2018/19. It is also recommended that the City Council amend the 2019 budget to allocate an additional \$50,000 in COPS funds for the CSO program, and direct the City Manager to enter into an agreement with the City of Monrovia for the CSO program (Attachment #2).

ATTACHMENT #1

RESOLUTION NO. 18-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADBURY, CALIFORNIA, ALLOCATING FUNDS FROM THE CITIZEN'S OPTION FOR PUBLIC SAFETY ("COPS") PROGRAM, AND DOCUMENTING THE DETERMINATIONS REQUIRED BY THE SUPPLEMENTAL LAW ENFORCEMENT OVERSIGHT COMMITTEE

Whereas, the City of Bradbury receives funds pursuant to Assembly Bill 3229 of 1996, commonly known as the Brulte Bill or the Citizen's Option for Public Safety ("COPS") Program; and

Whereas, the City of Bradbury currently has a budget allocation of \$101,500 in COPS funding for Fiscal Year 2018-2019; and

Whereas, all cities which receive COPS must allocate the funds and account for these allocations through an oversight process coordinated by the Supplemental Law Enforcement Oversight Committee ("SLEOC") of the County of Los Angeles; and

Whereas, this resolution will confirm and document decisions made during the Fiscal Year 2018-2019 budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BRADBURY DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

Section 1. The City Council allocates a portion of its COPS funds as follows:

City of Monrovia for CSO	\$ 50,000
City of Duarte for daytime patrol (LASD)	\$ 50,000
<u>Administrative Supplies</u>	<u>\$ 1,500</u>
Total amount allocated	\$101,500

Section 2. That the City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 18th day of December, 2018.

MAYOR

"I, Claudia Saldana, City Clerk, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Bradbury, California, at a regular meeting held on the 18th day of December, 2018 by the following roll call vote:"

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

CLAUDIA SALDANA - CITY CLERK

FOR CITY COUNCIL AGENDA _____

AGENDA ITEM # _____

ATTACHMENT #2



NOV 26 2018

November 21, 2018

Attn: Kevin Kearney, City Manager
City of Bradbury
600 Winston Avenue.
Bradbury, CA 91008

Dear Mr. Kearney:

Enclosed are 2 copies of the Consultant Services Agreement between the City of Monrovia and the City of Bradbury, related to the Community Service Officer (CSO) program, approved by the Monrovia City Council at their meeting on November 20, 2018, and executed by the City.

Please have each of the copies signed, maintaining 1 set for your records and returning the other to:

Alice D. Atkins, City Clerk
City of Monrovia
415 S. Ivy Avenue
Monrovia, Ca 91016

If you have any questions, please don't hesitate to contact me at (626) 932-5505.

Sincerely,

Alice D. Atkins, CMC
City Clerk

Enclosures

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding Agreement ("Agreement") is dated November 20, 2018 ("Effective Date"), and is between the City of Monrovia, a California municipal corporation ("City") and the City of Bradbury, a California municipal corporation ("Bradbury")

RECITALS

A. City and Bradbury jointly desire to continue a Community Service Officer (CSO) program.

The parties therefore agree as follows:

1. **Services.**

A. Scope of Services. City and Bradbury shall jointly cooperate to perform the services described in the Scope of Services, attached as **Exhibit A**. City and Bradbury may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Bradbury Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "Bradbury Representative").

C. Time for Performance. The CSO Program shall commence on the Effective Date.

D. Standard of Performance. City shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Bradbury.

E. Personnel. City has all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by City or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Personnel assigned shall be selected by the City. While in the City of Bradbury, the assigned personnel will be responsible for calls for service as directed by the City of Bradbury.

F. Compliance with Laws. City shall comply with all applicable federal, state and local laws, including the California Education Code, ordinances, codes, regulations and requirements applicable to this Agreement.

2. Term of Agreement. This Agreement shall be in effect through June 30, 2023, unless terminated earlier as provided for in Section 7 of this Agreement.

3. Compensation.

A. Compensation. As full compensation for City's services provided under this Agreement, Bradbury agrees to reimburse the City an amount not to exceed \$50,000 annually, for one-half the cost (salary, benefits, and equipment) of the Community Service Officer. Bradbury shall make payment for the services in accordance with Section 4 of this Agreement.

B. Additional Services. City and Bradbury shall not allow any claims for additional services or related payments under this Agreement, unless the City Representative and the Bradbury Representative authorize the additional services in writing prior to the performance of the additional services or incurrence of additional expenses. Any additional services or expenses that are authorized shall be compensated at a rate mutually agreed to by the parties.

4. Method of Payment.

A. Payment. Bradbury shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement.

B. Audit of Records. City shall make all records, invoices, time cards, cost control sheets and other records maintained by City in connection with this agreement available during City's regular working hours to Bradbury for review and audit by Bradbury.

5. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Bradbury shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Bradbury, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that BRADBURY shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitors' active or passive negligence except for Liabilities arising from

the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

2) To the fullest extent permitted by law, City shall, at its sole cost and expense, defend, hold harmless and indemnify Bradbury and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Bradbury agents serving as independent contractors in the role of Bradbury officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of City, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that City shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitors' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Survival of Terms. City's and Bradbury's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

6. Mutual Cooperation.

A. City's Cooperation. City shall provide Bradbury with all pertinent data, documents and other requested information as is reasonably available for Bradbury's proper performance of the services required under this Agreement.

B. Bradbury's Cooperation. Bradbury shall provide City with all pertinent data, documents and other requested information as is reasonably available for City's proper performance of the services required under this Agreement.

7. Termination of Agreement.

City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Bradbury at least sixty (60) calendar days before the termination is to be effective. Bradbury may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective. Should this Agreement be terminated, Bradbury agrees to pay the prorated amount on a monthly basis for any costs incurred by the City in delivering the services as identified in Exhibit A.

8. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Bradbury's and City's regular business hours, or (c) three business

days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Oliver Chi
City Manager
City of Monrovia
415 South Ivy Avenue
Monrovia, CA91016

If to Bradbury:
Kevin Kearney
City Manager
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

9. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, neither the City nor Bradbury shall discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. City and Bradbury will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

10. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

11. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

12. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

13. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

14. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

15. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the effective date of this agreement is conditioned on approval by the Bradbury's City Council, and that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

16. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a State or federal court with geographic jurisdiction over the City of Monrovia.

17. Attorneys' Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. Contract Interpretation. No party shall have any portion of this Contract interpreted against it by virtue of having drafted that portion or any other portion of this Contract.

19. Dispute Resolution. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, and if either party chooses not to terminate this contract, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties agree to equally share the costs of mediation. If either party commences arbitration, litigation or some other dispute resolution procedure before making a good faith attempt to mediate the dispute, that party waives its rights to recover its costs and attorney's fees in that procedure, even if it is deemed the prevailing party. The Parties agree that the mediation called for by this provision shall take place in Los Angeles County utilizing JAMS alternative dispute resolution services.

20. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

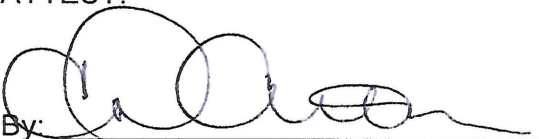
City:

City of Monrovia,
a California municipal corporation

By: 

Name: Oliver Chi
Title: City Manager

ATTEST:


By: _____

Name: Alice D. Atkins, CMC
Title: City Clerk

APPROVED AS TO FORM:

By: 

Name: Craig A. Steele
Title: City Attorney

Bradbury:

City of Bradbury,
a California municipal corporation

By: _____

Name: Kevin Kearney
Title: City Manager

ATTEST:

By: _____

Name:
Title:

APPROVED AS TO FORM:

By: _____

Name:
Title:

EXHIBIT A SCOPE OF SERVICES

Joint Monrovia-Bradbury Community Services Officer (CSO) Program Scope of Services

CSO Program Purpose

The Community Services Officer (CSO) program will perform field services related public safety work between the City of Monrovia Police Department (City) and the City of Bradbury (Bradbury).

CSO Position General Provisions

A CSO is a non-sworn position that was established to investigate crimes that have already occurred which have little or no workable leads. The CSO will be capable of collecting evidence (photographs, fingerprints, DNA, etc.), investigating non-injury traffic collisions, enforcing parking restrictions, and handling municipal code violations.

CSO Program Goals

To provide part-time (20 hours per week) assistance to the City of Bradbury. The CSO will provide a high level of customer service to victims of crimes where immediate sworn law enforcement response is not needed. The CSO will provide full service investigation of those crimes, including evidence collection. The CSO will also provide the City of Bradbury with an additional resource to respond to municipal code and parking violations, as well as handle non-injury traffic collisions in the City of Bradbury.

CSO Assignment

- A. The CSO will work a 5-day / week, 8-hour / day shift, from Monday - Friday from 0800 to 1600 hours. The CSO will be available to the City of Bradbury 20 hours per week, with the 20 hour period being negotiable (within the scheduled work week) depending on City of Bradbury's needs.
- B. Should the City of Bradbury require the CSO to work in excess of 20 hours per week, the City of Bradbury agrees to pay for any overtime staffing costs incurred.
- C. Clothing will be authorized City of Monrovia CSO uniform.
- D. The CSO will report within the City of Monrovia Police Department command structure of the Operations Division. The CSO will be directly supervised by the Monrovia Police Department Field Supervisor and the Watch Commander.
- E. The CSO will be trained to document all City of Bradbury investigations on Los Angeles County Sheriff's Department's forms, and will book all evidence at Los Angeles County Sheriff's facilities using their procedures. Those investigative reports will be approved by Los Angeles County Sheriff personnel.

CSO Duties and Responsibilities

- A. Provide full service investigation of those crimes that have already occurred which have little or no workable leads including evidence collection (photographs, fingerprinting, DNA, etc.)
- B. Enforce some municipal code violations
- C. Investigate non-injury traffic collisions
- D. Enforce parking restrictions
- E. Other duties as negotiated

ATTACHMENT #3

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding Agreement ("Agreement") is dated January 17, 2017 ("Effective Date"), and is between the City of Monrovia, a California municipal corporation ("City") and the City of Bradbury, a California municipal corporation ("Bradbury")

RECITALS

A. City and Bradbury jointly desire to implement a Community Service Officer (CSO) program.

The parties therefore agree as follows:

1. Services.

A. Scope of Services. City and Bradbury shall jointly cooperate to perform the services described in the Scope of Services, attached as **Exhibit A**. City and Bradbury may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Bradbury Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "Bradbury Representative").

C. Time for Performance. The CSO Program shall commence on the Effective Date.

D. Standard of Performance. City shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Bradbury.

E. Personnel. City has all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by City or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Personnel assigned shall be selected by the City. While in the City of Bradbury, the assigned personnel will be responsible for calls for service as directed by the City of Bradbury.

F. Compliance with Laws. City shall comply with all applicable federal, state and local laws, including the California Education Code, ordinances, codes, regulations and requirements applicable to this Agreement.

2. **Term of Agreement.** This Agreement shall be in effect through June 30, 2018, unless terminated earlier as provided for in Section 7 of this Agreement.

3. **Compensation.**

A. Compensation. As full compensation for City's services provided under this Agreement, Bradbury agrees to reimburse the City an amount not to exceed \$37,000 annually, for one-half the cost (salary, benefits, and equipment) of the Community Service Officer. Bradbury shall make payment for the services in accordance with Section 4 of this Agreement.

B. Additional Services. City and Bradbury shall not allow any claims for additional services or related payments under this Agreement, unless the City Representative and the Bradbury Representative authorize the additional services in writing prior to the performance of the additional services or incurrence of additional expenses. Any additional services or expenses that are authorized shall be compensated at a rate mutually agreed to by the parties.

4. **Method of Payment.**

A. Payment. Bradbury shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement.

B. Audit of Records. City shall make all records, invoices, time cards, cost control sheets and other records maintained by City in connection with this agreement available during City's regular working hours to Bradbury for review and audit by Bradbury.

5. **Indemnification.**

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Bradbury shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Bradbury, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that BRADBURY shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitors' active or

passive negligence except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

2) To the fullest extent permitted by law, City shall, at its sole cost and expense, defend, hold harmless and indemnify Bradbury and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Bradbury agents serving as independent contractors in the role of Bradbury officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of City, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that City shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitors' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Survival of Terms. City's and Bradbury's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

6. Mutual Cooperation.

A. City's Cooperation. City shall provide Bradbury with all pertinent data, documents and other requested information as is reasonably available for Bradbury's proper performance of the services required under this Agreement.

B. Bradbury's Cooperation. Bradbury shall provide City with all pertinent data, documents and other requested information as is reasonably available for City's proper performance of the services required under this Agreement.

7. Termination of Agreement.

City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Bradbury at least sixty (60) calendar days before the termination is to be effective. Bradbury may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective. Should this Agreement be terminated, Bradbury agrees to pay the prorated amount for any costs incurred by the City in delivering the services as identified in Exhibit A.

8. **Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and

conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Bradbury's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Oliver Chi
City Manager
City of Monrovia
415 South Ivy Avenue
Monrovia, CA 91016

If to Bradbury:
Bruce Inman
Interim City Manager
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

9. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, neither the City nor Bradbury shall discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. City and Bradbury will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

10. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

11. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

12. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

13. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

14. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall,"

"will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

15. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the effective date of this agreement is conditioned on approval by the Bradbury's City Council, and that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

16. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a State or federal court with geographic jurisdiction over the City of Monrovia.

17. Attorneys' Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

18. Contract Interpretation. No party shall have any portion of this Contract interpreted against it by virtue of having drafted that portion or any other portion of this Contract.

19. Dispute Resolution. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, and if either party chooses not to terminate this contract, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties agree to equally share the costs of mediation. If either party commences arbitration, litigation or some other dispute resolution procedure before making a good faith attempt to mediate the dispute, that party waives its rights to recover its costs and attorney's fees in that procedure, even if it is deemed the prevailing party. The Parties agree that the mediation called for by this provision shall take place in Los Angeles County utilizing JAMS alternative dispute resolution services.

20. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Monrovia,
a California municipal corporation

By: 

Name: Oliver Chi
Title: City Manager

Bradbury:

City of Bradbury,
a California municipal corporation

By: 

Name: Bruce Inman
Title: Interim City Manager

ATTEST:

By: 

Name: Alice D. Atkins, CMC
Title: City Clerk

ATTEST:

By: 

Name: Claudia Saldana
Title: City Clerk

APPROVED AS TO FORM:

By: 

Name: Craig A. Steele
Title: City Attorney

APPROVED AS TO FORM:

By: 

Name: Cary S. Keisman
Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

Joint Monrovia-Bradbury Community Services Officer (CSO) Program Scope of Services

CSO Program Purpose

The Community Services Officer (CSO) program will perform field services related public safety work between the City of Monrovia Police Department (City) and the City of Bradbury (Bradbury).

CSO Position General Provisions

A CSO is a non-sworn position that will be established to investigate crimes that have already occurred which have little or no workable leads. The CSO will be capable of collecting evidence (photographs, fingerprints, DNA, etc.), investigating non-injury traffic collisions, enforcing parking restrictions, and handling municipal code violations.

CSO Program Goals

To provide part-time (20 hours per week) assistance to the City of Bradbury. The CSO will provide a high level of customer service to victims of crimes where immediate sworn law enforcement response is not needed. The CSO will provide full service investigation of those crimes, including evidence collection. The CSO will also provide the City of Bradbury with an additional resource to respond to municipal code and parking violations, as well as handle non-injury traffic collisions in the City of Bradbury.

CSO Program Implementation

- A. The CSO Program will be implemented as of the Effective Date of this Agreement. The CSO will be deployed pending hiring and training of the necessary personnel. The program will remain in effect until June 30, 2018 pursuant to this Agreement, at which time both parties may elect to renew this program.

CSO Assignment

- A. The CSO will work a 5-day / week, 8-hour / day shift, from Monday - Friday from 0800 to 1600 hours. The CSO will be available to the City of Bradbury 20 hours per week, with the 20 hour period being negotiable (within the scheduled work week) depending on City of Bradbury's needs.
- B. Should the City of Bradbury require the CSO to work in excess of 20 hours per week, the City of Bradbury agrees to pay for any overtime staffing costs incurred.
- C. Clothing will be authorized City of Monrovia CSO uniform.
- D. The CSO will report within the City of Monrovia Police Department command structure of the Operations Division. The CSO will be directly supervised by the Monrovia Police Department Field Supervisor and the Watch Commander.
- E. The CSO will be trained to document all City of Bradbury investigations on Los Angeles County Sheriff's Department's forms, and will book all evidence at Los Angeles County Sheriff's facilities using their procedures. Those investigative reports will be approved by Los Angeles County Sheriff personnel.

CSO Duties and Responsibilities

- A. Provide full service investigation of those crimes that have already occurred which have little or no workable leads including evidence collection (photographs, fingerprinting, DNA, etc.)
- B. Enforce some municipal code violations
- C. Investigate non-injury traffic collisions
- D. Enforce parking restrictions
- E. Other duties as negotiated