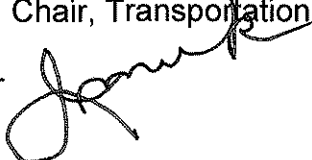


CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

Date: May 8, 2014

To: The Honorable City Council
c/o City Clerk, Room 395, City Hall
Attention: Honorable Mike Bonin, Chair, Transportation Committee

From: Jon Kirk Murki, General Manager
Department of Transportation 

Subject: **MEMORANDUM OF AGREEMENT WITH THE CITY OF PASADENA
2014-2019**

SUMMARY

The Los Angeles Department of Transportation (LADOT) is seeking approval of a fifth Memorandum of Agreement (MOA) with the City of Pasadena (Pasadena) to provide traffic control services for the Rose Bowl Game, Night Side Rose Parade, UCLA home football games and other major events which may occur in the City of Pasadena, as long as such services do not interfere with the deployment needs of the City of Los Angeles. Under the terms of the attached proposed MOA, LADOT will provide traffic control services to Pasadena on an overtime basis before and during each of these events. The MOA will be for a term of 5 years expiring in June 2019. The City of Pasadena has agreed to reimburse the LADOT for all costs associated with the deployment of traffic officers, supervisors, and equipment.

All terms and conditions of the MOA are the same except for the contract extension time and the increased total reimbursement amount due to additional events scheduled in Pasadena.

RECOMMENDATIONS

- Approve the attached five-year MOA between LADOT and Pasadena that would cover the period from June 2014 through June 2019, subject to approval by the City Attorney as to form and legality.
- Authorize the Department of Transportation to accept an amount not to exceed \$350,000 per year from the entities representing the City of Pasadena for the traffic officers, supervisors, and equipment that are deployed for special events, pursuant to the signed and approved MOA between the LADOT and the City of Pasadena.
- Authorize the Department of Transportation to deposit said funds into the Department of Transportation Trust Fund 840, Account No. 2200 (Miscellaneous Deposit) and transfer the actual costs expended on the requested services and equipment into the Transportation Fund No. 100-94, Account No. 1090 (Salaries-Overtime).

BACKGROUND

In November 2004, the LADOT entered into its first MOA with Pasadena to provide traffic control assistance for the annual Rose Parade and the Rose Bowl Game. As a result of Pasadena's continued need for the traffic control and their satisfaction with the work of the LADOT traffic officers and supervisors, the City of Pasadena and LADOT entered into a series of additional agreements over the past 10 years. The current/fourth agreement will expire on June 20, 2014. The Department is seeking to enter into a fifth MOA with the City of Pasadena to continue these services, at the request of Pasadena.

FISCAL IMPACT

There is no immediate fiscal impact. Any future impact should be neutralized due to reimbursement from the City of Pasadena.

JKM/GS:kp

Attachment

c: Greg Savelli
Brian Hale
Robert Andalon

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND THE CITY OF PASADENA**

This MEMORANDUM OF AGREEMENT (hereinafter referred to as the "AGREEMENT") made by and entered into on this day and date _____, and by and between the CITY OF LOS ANGELES, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "CITY OF LOS ANGELES" and the CITY OF PASADENA POLICE DEPARTMENT, hereinafter referred to as the "CITY OF PASADENA."

WHEREAS, the CITY OF PASADENA and the Tournament of Roses Association will stage and conduct the annual Tournament of Roses Parade, and the Rose Bowl Game;

WHEREAS, the CITY OF PASADENA will stage other events throughout the term of this AGREEMENT that may require additional traffic control services including but not limited to: UCLA Football games, Soccer games and Concerts held at the Rose Bowl and the Pasadena Marathon;

WHEREAS, the CITY OF PASADENA is desirous of contracting with the CITY OF LOS ANGELES to provide traffic control services, so long as any such services do not interfere with the deployment needs of the CITY OF LOS ANGELES;

WHEREAS, the CITY OF LOS ANGELES has qualified personnel who are capable and willing to provide these services;

NOW, therefore, the CITY OF LOS ANGELES and the CITY OF PASADENA mutually agree as follows:

I. AUTHORIZED REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

The representatives of the respective parties who are authorized to administer this AGREEMENT and to whom the formal notices, demands and communications shall be given are as follows:

A. The authorized representative for the CITY OF LOS ANGELES shall be:

Jon K. Murki, General Manager
Office of Parking Management and Regulations
Department of Transportation
Cal Trans Building
100 South Main Street, 10th Floor
Los Angeles, CA 90012

B. The authorized representative for the CITY OF PASADENA shall be:

Chief Phillip L. Sanchez
Pasadena Police Department
207 North Garfield Avenue
Pasadena, CA 91101

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

D. If the name of the person designated to receive the notices, demands or communicator address of such person is changed, written notice shall be given in accordance with this section, within seven (7) calendar days of said change.

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II. SERVICES TO BE PROVIDED BY THE CITY OF LOS ANGELES

- A. The CITY OF LOS ANGELES will provide traffic control staff to the CITY OF PASADENA on the following dates as set forth below.
- B. The CITY OF LOS ANGELES will makes its best effort to provide the deployment for the below events to the CITY OF PASADENA. All deployment will be confirmed by December 1 for Night Side Activities and Rose Bowl Games and at least 10 days prior to UCLA Games.

Event Name / Deployment Details	Staffing
Pre-Rose Parade (Night-Side) Activities 2015, 2016, 2017, 2018, 2019	1 Sr. Traffic Supervisor II or III 4 Sr. Traffic Supervisor I 57 Traffic Officers
Rose Bowl Game 2015, 2016, 2017, 2018, 2019,	1 Sr. Traffic Supervisor II or III 2 Sr. Traffic Supervisor I 40 Traffic Officers
UCLA Football Games (ALL TIMES TBD) 2014, 2015, 2016, 2017, 2018	1 Sr. Traffic Supervisor II or III 2 Sr. Traffic Supervisor I 25 Traffic Officers

- C. The CITY OF LOS ANGELES will staff the CITY OF PASADENA Command Post with one Senior Traffic Supervisor II or III from among the staff listed in above Section II A.
- D. Traffic control services will consist of directing traffic on the dates listed above, (times to be determined) on the streets where the Rose Parade is staged and in the vicinity of the Rose Bowl, with specific locations to be reviewed and approved by the CITY OF LOS ANGELES prior to deployment.
- E. The CITY OF PASADENA shall provide radio communications equipment to all traffic control staff and the CITY OF LOS ANGELES shall provide vehicles to transport its traffic control staff to and within the City of Pasadena as necessary.

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- F. The CITY OF LOS ANGELES will comply with the CITY OF PASADENA standard uniform appearance and grooming requirements during the deployment.
- G. The services to be performed by the CITY OF LOS ANGELES under this AGREEMENT, including the standards of performance, discipline and the control of CITY OF LOS ANGELES personnel employed under this AGREEMENT, shall be under the control of the ranking CITY OF LOS ANGELES enforcement supervisor assigned.

III. COMPENSATION

- A. For and in consideration of the rendition of traffic control services to be provided by the CITY OF LOS ANGELES as described in this AGREEMENT, the CITY OF PASADENA shall pay the CITY OF LOS ANGELES for the full cost of services rendered as follows:
 - 1. Staff personnel at the applicable overtime rates plus indirect Cost Rate at 6.91%, and
 - 2. Equipment rate at \$2.41 per hour

These overtime salary and Indirect Cost Rates are adjustable annually pursuant to the policies and practices adopted by the CITY OF LOS ANGELES:

- B. If the CITY OF LOS ANGELES requires any traffic control staff to utilize his/her personal vehicle for transportation, then the CITY OF PASADENA shall compensate such staff at the City's Equipment rate of \$2.41 per hour worked. This rate is adjustable annually pursuant to the policies and practices adopted by the CITY OF LOS ANGELES.
- C. The CITY OF PASADENA will reimburse the CITY OF LOS ANGELES for gasoline expenses of city vehicles used to and from Pasadena for the special event.
- D. The CITY OF PASADENA agrees to compensate the CITY OF LOS ANGELES for all costs incurred as a result of pre planning, staffing and labor costing for any event in which the CITY OF LOS ANGELES is required to provide staff for the CITY OF PASADENA. The number of hours should not exceed six hours per event. Staff costs will be billed at the applicable overtime rate plus indirect Cost Rate at 6.91%.
- E. Not to exceed \$350,000 annually for the Rose Bowl game, Night Side Rose Parade, UCLA Football games and major events held in the CITY OF PASADENA, without a prior written amendment to the contract.

IV. INVOICING AND PAYMENT

- A. The CITY OF LOS ANGELES will provide the CITY OF PASADENA an itemized invoice, within sixty- (60) calendar days following the above detailed events. The invoice shall detail all personnel costs for the services performed under this AGREEMENT.
- B. The CITY OF PASADENA will remit payment in full to the CITY OF LOS ANGELES for the traffic control services rendered under this AGREEMENT within thirty- (30) calendar days upon receipt and approval of the invoice.

V. MOA TERM

The term of this AGREEMENT will commence upon execution of this AGREEMENT and will remain in full force and effect until February 1, 2019, unless otherwise amended in writing hereto or unless terminated in writing by the CITY OF LOS ANGELES or the CITY OF PASADENA. Written notice of termination by either party will be given to the other party sixty- (60) days prior to the effective date of termination.

VI. MAINTENANCE OF RECORDS

All records pursuant to this AGREEMENT will be maintained in their original form in accordance with requirements prescribed by the CITY OF LOS ANGELES. Such records shall be retained for a period of at least five (5) years following the termination of this AGREEMENT.

VII. AUDITS

The CITY OF LOS ANGELES shall make available for examination during normal business hours all of its records that support the matters covered by this agreement upon five (5) calendar days of written notice from the CITY OF PASADENA.

VIII. PUBLIC ENTITY MUTUAL HOLD HARMLESS PROVISION

Pursuant to the provisions of Sections 895.4 *et. seq.* of the California Government Code, each party agrees to indemnify and hold the other harmless from all loss or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this AGREEMENT. In the event of third-party loss caused by the negligence, wrongful act or omission of more than one party, each party hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated into this AGREEMENT.

IX. AMENDMENTS

The dates of the New Years activities and U.C.L.A. Football games may vary each year; therefore the CITY OF PASADENA will notify the CITY OF LOS ANGELES in writing of such new dates at least sixty (60) days prior to the event. The "Indirect Cost Rate," is effective on a Fiscal year basis and may vary each year, therefore the CITY OF LOS ANGELES will notify the CITY OF PASADENA in writing in September of each year, of the new rate. This AGREEMENT may be amended in writing by consent of both parties.

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X. ENTIRE AGREEMENT

This AGREEMENT contains the full and complete understanding between the two parties. No verbal agreement or conversation with any officer, agent or employee of any party shall affect or modify the terms and conditions of this AGREEMENT.

IN WITNESS WHEREOF, the CITY OF LOS ANGELES and the CITY OF PASADENA have caused this AGREEMENT to be executed by their duly authorized representative.

Executed this _____.

FOR: CITY OF PASADENA:

Michael J. Beck, City Manager
City of Pasadena

ATTEST:

Mark Jomsky, City Clerk
City of Pasadena

APPROVED AS TO FORM:

Javan Rad, Assistant City Attorney
City of Pasadena

FOR: CITY OF LOS ANGELES

Jon K. Murki, General Manager
Department of Transportation
City of Los Angeles

REVIEWED AS TO FORM AND LEGALITY BY:

Michael Nagle, Deputy City Attorney
City of Los Angeles