

Assigned for all purposes to: Compton Courthouse, Judicial Officer: Thomas Long

Damon M. Brown (SBN 242265)
OFFICE OF CITY ATTORNEY/CITY OF COMPTON
205 S. Willowbrook Avenue
Compton, CA 90220
Tel: 310.605.5582 / Fax: 310.761.1487
Email: dbrown@comptoncity.org

Jamon Hicks (SBN 232747)
DOUGLAS / HICKS LAW, APC
5120 W. Goldleaf Circle, Suite 140
Los Angeles, CA 90056-1661
Tel: 323.655.6505 / 323.927.1941
Email: jamon@douglashicksllaw.com

Alan Romero (SBN 249000)
Ted Wells (SBN 321696)
ROMERO LAW, APC
80 S. Lake Avenue, Suite 880
Pasadena, CA 91101-2672
Tel: 626.396.9900 / Fax: 626.396.9990
Email: firm@romerolaw.com

Attorneys for Plaintiff
CITY OF COMPTON

*Exempt from payment of filing
fee pursuant to Gov. Code § 6103*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – COMPTON COURTHOUSE**

CITY OF COMPTON, a political subdivision of
the State of California;

Plaintiff,

v.

COUNTY OF LOS ANGELES, a political
subdivision of the State of California; and DOES
1-99, inclusive;

Defendant.

Case No.:

**UNLIMITED COMPLAINT FOR
DAMAGES**

- 1) BREACH OF CONTRACT
- 2) INTENTIONAL MISREPRESENTATION
- 3) NEGLIGENT MISREPRESENTATION
- 4) CONCEALMENT
- 5) FALSE PROMISE
- 6) COMMON COUNT: MONEY HAD AND
RECEIVED
- 7) UNFAIR COMPETITION LAW

[JURY DEMANDED]

COMES NOW THE Plaintiff CITY OF COMPTON (“Plaintiff” or “Compton” or “City”), who heretofore alleges the following facts in support of its Unlimited Complaint for Damages and hereby respectfully demands *a speedy jury trial* on all causes of action stated herein as against COUNTY OF LOS ANGELES (“COLA”), who along with DOES 1-99, inclusive, are referred to herein as the “Defendants”.

FACTUAL ALLEGATIONS

1. Since the disbanding of the Compton Police Department in 2000, Compton has contracted with the Los Angeles County Sheriff's Department ("LASD"), a subdivision of Defendant County of Los Angeles ("COLA"), for the provision of municipal law enforcement services.

2. Compton became aware of *potentially tens of millions of dollars* in “minutes fraud” being committed by the LASD at the expense of the cities for which it provides patrol services pursuant to contract, including Compton. For example, in Fiscal Year 2019-2020, the total value of crime suppression services authorized by Compton to be performed by LASD amounted to \$6,981,480.96.

3. The fraud revolves around the manipulation and conversion of “annual minutes” for which the City has contracted to pay LASD in exchange for crime suppression cars and Deputies on the street. For example, pursuant to the attached Contract City Law Enforcement Services Service Level Authorization for Fiscal Years 2019-2020, Compton agreed to pay \$22,774,683.55 in exchange for 7,008,00 minutes of Deputy Sheriff crime suppression and 858,720 minutes of Special Assignment Deputy Sheriff crime suppression. The reality is, LASD is committing flagrant, easily proven “minutes fraud” through the unauthorized use of City minutes for non-crime suppression duties, in violation of its contract with the City.

4. Compton Sheriff's Station ("CPT") detectives who are supposed to be billing, using County time, are instead logging on using City minutes to do non-crime suppression work and not responding to calls, as required by contract. This has resulted in major understaffing at CPT, resulting in increased crime and danger to the public. This minutes fraud is an open secret at the station, and has resulted in vast amounts of avoidable overtime being billed across the board by deputies engaging in crime suppression duties.

1 5. Further, deputies who are working unauthorized assignments and positions log on
2 to use City minutes, even if they are not listed on the patrol in-service roster. Comparing
3 personnel names who are using City minutes with patrol in-service roster for any given day would
4 prove the scope and extent of the minutes fraud against the City. Out of all station detectives, an
5 estimated 90% of those detectives are committing minutes fraud, that is, not engaging in crime
6 suppression or answering calls while billing minutes to the City..

7 6. This widespread fraud has been going on, unabated, for at least the past five years,
8 and as a result, the financial loss to City taxpayers is estimated to be well into the millions of
9 dollars. Further, the redirecting of City minutes to non-crime suppression duties has resulted in
10 the creation of a need for patrol Deputy overtime, which may be creating additional losses to the
11 City.

12 7. In addition to the extreme financial losses to the City, this minutes fraud has had
13 the necessary effect of putting less crime-suppression patrol vehicles on the street, which has
14 likely resulted in preventable loss of life and destruction/loss of property.

15 8. It is possible that this minutes fraud has taken place over more than 21 years, since
16 the inception of the service contract as between Compton and LASD. Due to the delayed
17 discovery of the fraud, Compton seeks to recover all funds wrongfully billed by LASD to
18 Compton since the year 2000. Compton first discovered the fraud by means of a whistleblower
19 letter transmitted to the Compton City Attorney on February 27, 2021.

20 9. At CPT there are three Training and Scheduling Deputies who have, over a period
21 of years, fraudulently logged in to their LASD personnel systems in order to use City minutes
22 while performing non-billable training and scheduling duties. Computer Aided Dispatch (“CAD”)
23 is a system utilized to track all patrol Deputy time while engaging in crime suppression
24 assignments. A simple comparison of the time-stamped CAD entries with Training and
25 Scheduling Deputy timesheets, and the Station Inservice (a list of Deputies engaged in crime
26 suppression on any given shift) for the same dates, will reveal which Deputies are and have been
27 fraudulently converting City minutes.

28 10. Another source of minutes fraud are Station detectives who CARP. Cadre of
Administrative Reserve Personnel (“CARP”) is a Departmental overtime curtailment initiative

1 which reassigns Deputies on specialized assignments to patrol duty shifts in order to alleviate
2 staffing shortages. Ostensibly, “CARPing” personnel participate in patrol duties but, in practice,
3 they rarely do, resulting in dangerously low staffing levels and Deputies on patrol who are both
4 overworked and overwhelmed. This is the case at Compton Station.

5 11. “Unit Details” evidence all work that has been done on any given shift at a patrol
6 station. What the Unit Details will show, during the relevant periods of time, are station
7 Detectives who log on to utilize City minutes, but their assigned radio car will virtually never
8 leave the Station during that shift. Instead, the Station Detectives will head to their offices and
9 conduct overhead duties instead of crime suppression. Dispatchers at Compton Station are
10 complicit in this fraud by never sending calls to Detectives, even though they are logged on using
11 City minutes and should always be ready and available to take crime calls.

12 12. “On loan” Detectives assigned to the CPT are another source of minutes fraud. “On
13 loan” personnel are effectively being borrowed by the assigned station, but officially, remain
14 assigned to their original unit. “On loan” Detectives at Compton Station only work the line when
15 they CARP, which will be reflected on the relevant In-Service. An In-Service is a written schedule
16 which serves the purpose of showing the assignment of all personnel assigned to patrol-related
17 duties, including civilian dispatchers and secretaries. Every shift at a patrol station will have an
18 In-Service, and any personnel using City minutes should be reflected as a crime suppression unit
19 on the In-Service. However, the following units will not be listed on the In-Service as they do not
20 respond to crime calls and should not be logging City minutes: detective bureau (DB), gang
21 detectives (OSS), Special Assignment Office (SAO), traffic office, and training & scheduling.
22 SAO Deputies do log City minutes pursuant to contract, but they are not listed on the In-Service as
23 a matter of practice. Deputy assignments on the In-Service for Field Sergeant, traffic, city patrol,
24 and county patrol are the only personnel, other than SAO as described above, who should be
25 capturing City minutes.

26 13. Minutes fraud will be proven by, among other measures, matching the personnel
27 listed on the In-Service with the personnel logged into CAD and capturing City minutes on the
28 same dates. If there are personnel logged into the CAD capturing City minutes, but they are not

1 listed on the In-Service, that is *prima facie* evidence of minutes fraud. E.g., if there is a unit
2 logged in on the CAD as “282,” but there is no “282” unit reflected on the In-Service, this is
3 conclusive indicia of fraud, as the unit logged in as “282” only exists as a “ghost car” to
4 fraudulently utilize City minutes. The “unit details” for the fraudulent unit will show all the work
5 and calls responded to for the day, and the CAD will confirm that the unit has not responded to
6 any calls for service on that date, although the City has been paying that unit for crime suppression
7 duties.

8 14. “On loan” Detectives have long logged on and utilized City minutes outside of their
9 scheduled CARP. This is further indicia of fraud. LASD may try to justify logging City minutes
10 outside of a CARP assignment by station that the Detectives are “on loan.” However, no CPT
11 Detective, “on loan” or otherwise, will ever engage in crime suppression duties outside of their
12 scheduled CARP.

13 15. Personnel who are logged on to CAD and utilizing City minutes and whose names
14 do not appear on the relevant shift In-Service, are committing minutes fraud. There are, however,
15 some exceptions to this rule for Station OSS, SAO, and parking enforcement.

16 16. Plaintiff is informed and believes, and thereupon alleges that minutes fraud is
17 occurring at every LASD station providing Contract City services, with the purported exception
18 being Lakewood Station, as it is alleged that Lakewood Station was previously caught engaging in
19 minutes fraud. While the minutes fraud at other stations is severe and worthy of investigation and
20 audit, the minutes fraud at Compton is unparalleled in terms of scope and daily losses to the
21 Contract City. Other Stations generally engage in minutes fraud near the end of the month in
22 order to exhaust unused City minutes by placing non-existent “ghost cars” in the file, who may be
23 logged in to the CAD, but the unit numbers for the “ghost cars” are not listed in the In-Service.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 **Jurisdiction and Venue**

26 17. This Court has jurisdiction of the subject matter of Plaintiff’s claims. Jurisdiction is
27 proper in this Court because the damages and claims alleged and demanded herein by Plaintiff
28 exceeds \$25,000, and Plaintiff herein does make a demand and prayer for damages, in excess, of

1 the jurisdictional limit of this Court.

2 18. This Court has personal jurisdiction over Defendant COLA in that it was, at all
3 relevant periods of time covered by this complaint, a public entity maintaining a place of business
4 at: 301 S. Willowbrook Avenue, Compton, CA 90220.

5 19. All the harm suffered by Plaintiff took place within this judicial district.

6 **Relationship Between the Defendants**

7 20. Plaintiff is informed and believes, and thereupon alleges, that Defendants, and each
8 of them, were at all times mentioned herein the agents, servants, and employees of each other, or
9 otherwise were acting with the full knowledge and consent of each other. Plaintiff is further
10 informed and believes, and upon such basis and belief alleges, that in doing all of the things
11 alleged in this complaint, Defendants, and each of them, were acting within the scope and
12 authority of their agency, servitude, or employment, and were acting with the express and/or
13 implied knowledge, permission and consent of one another. Plaintiff is further informed and
14 believes, and upon such basis and belief alleges, that Defendants learned of, ratified, and/or
15 approved the wrongful conduct of its agents and/or employees identified in this Complaint as
16 having engaged in wrongful conduct.

17 21. Plaintiff is informed and believes, and thereupon alleges, that at all relevant times,
18 Defendants, and each of them, were business entities or individuals who owned, controlled, or
19 managed the business which has damaged Plaintiff, and are each therefore jointly, severally, and
20 individually liable to Plaintiff.

21 22. Plaintiff is informed and believes, and thereupon alleges, that at all relevant times,
22 Defendants, and each of them, were in some fashion, by contract or otherwise, the successor,
23 assignor, indemnitor, guarantor, or third-party beneficiary of one or more of the remaining
24 Defendants, and at all relevant times to Plaintiff's claims alleged herein, were acting within that
25 capacity. Plaintiff further alleges that Defendants, and each of them, assumed the liabilities of the
26 other Defendants, by virtue of the fact that each to some degree, wrongfully received and/or
27 wrongfully benefited from the flow of assets from the other Defendants, to the detriment of
28 Plaintiff. Plaintiff further alleges that by wrongfully receiving and/or benefiting from Defendants'

1 assets, and in the consummation of such transactions, a *de facto* merger of the Defendants, and
2 each of them, resulted, such that Defendants, and each of them, may be treated as one for purposes
3 of this Complaint.

4 23. Plaintiff is informed and believes, and thereupon alleges, that at all relevant times
5 mentioned herein, Defendants, and each of them, were the partners, agents, servants, employees,
6 joint venturers, or co-conspirators of each other defendant, and that each defendant was acting
7 within the course, scope, and authority of such partnership, agency, employment, joint venture, or
8 conspiracy, and that each defendant, directly or indirectly, authorized, ratified, and approved the
9 acts of the remaining Defendants, and each of them.

10 **No Claims Arising from Privileged Conduct**

11 24. In the avoidance of doubt, Plaintiff does not herein allege any claim for damages as
12 against Defendants for any privileged action, such as the conducting of an investigation by a
13 public entity. Plaintiff, however, reserves the right to claim all damages arising out of
14 *consequences or actions* resulting from, or occasioned by, such a privileged investigation by a
15 public entity.

16 25. Plaintiff expressly excludes from this Complaint any privileged act by any
17 defendant to this action that would otherwise result in a Special Motion to Strike pursuant to Code
18 Civ. Proc. § 425.16.

19 **Public Entity Liability for Wrongful Acts of Its Employees**

20 26. Pursuant to Gov. Code § 815.2, the public entity is liable for injury proximately
21 caused by acts or omissions of its employees within the scope of their employment if the act or
22 omission would, apart from this section, have given rise to a cause of action against that employee
23 or their personal representative. Plaintiff heretofore alleges that the wrongful acts by public entity
24 agent-employees caused the injuries to them as set forth in this complaint, in that these acts or
25 omissions would have given rise to a cause of action against them and in favor of Plaintiff,
26 independent of Gov. Code § 815.2.

27 27. Further, pursuant to Gov. Code § 820, the agent-employees of the public entity are
28 liable for injuries caused by their acts or omissions to the same extent as a private person.

1 Plaintiff further alleges that the agent-employees of the public entity caused their injuries, as set
2 forth in his complaint, and are therefore liable to them for damages arising out of those injuries as
3 authorized by Gov. Code § 820.

4 **Exhaustion of Administrative Remedies**

5 28. Plaintiff presented a Tort Claim to COLA on May 26, 2021 (“EXHIBIT 1”).
6 Plaintiff was notified that their Tort Claim had been rejected by means of letter dated June 9, 2021
7 (“EXHIBIT 2”). This action is being commenced within six months of the date as authorized by
8 Gov. Code § 945.6.

9 **FIRST CAUSE OF ACTION**

10 **BREACH OF CONTRACT**

11 **CACI 303**

12 **(Against All Defendants)**

13 29. Plaintiff realleges, and incorporates herein by their reference, each and every
14 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein.
15 Further, all allegations set forth in this cause of action are pled upon information and belief, unless
16 otherwise stated.

17 30. Plaintiff and Defendants entered into a series of contracts, the most recent version
18 is heretofore attached as “EXHIBIT 3.” This contract is entitled: “Municipal Law Enforcement
19 Services Agreement by and Between County of Los Angeles and City of Compton” for the Fiscal
20 Year 2019-2020. Services are still being provided pursuant to the terms of this contract.

21 31. Plaintiff did all, or substantially all, of the significant things that the contract
22 required it to do.

23 32. All conditions required by the contract for Defendants’ performance occurred.

24 33. Defendants failed to do something that the contract required them to do, or
25 Defendants did something that the contract prohibited them from doing.

26 34. Plaintiff was harmed.

27 35. Defendants’ breach of the contract was a substantial factor in causing Plaintiff’s
28 harm.

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1 it.

2 47. Defendants intended that Plaintiff rely on this representation.

3 48. Plaintiff reasonably relied on Defendants' representation.

4 49. Plaintiff was harmed.

5 50. Plaintiff's reliance on Defendants' representation was a substantial factor in
6 causing their harm.

7 **FOURTH CAUSE OF ACTION**

8 **CONCEALMENT**

9 **Civ. Code § 1710(3) - CACI 1901**

10 **(Against All Defendants)**

11 51. Plaintiff realleges, and incorporates herein by their reference, each and every
12 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein.
13 Further, all allegations set forth in this cause of action are pled upon information and belief, unless
14 otherwise stated.

15 52. Defendants and Plaintiff had a fiduciary or confidential relationship and
16 intentionally failed to disclose certain facts to Plaintiff. If the parties did not have a fiduciary or
17 confidential relationship, then one or more of the following applied to the relationship as between
18 the parties: (1) Defendants made representations but did not disclose facts that materially qualified
19 the facts disclosed, or that rendered the disclosure likely to mislead; (2) the facts were known or
20 accessible only to Defendants, and Defendants knew that they were not known to, or reasonably
21 discoverable by, the Plaintiff; or (3) Defendants actively concealed discovery of these facts from
22 the Plaintiff.

23 53. Plaintiff did not know of the concealed facts.

24 54. Defendants intended to deceive Plaintiff by concealing the facts.

25 55. Had the omitted information been disclosed, Plaintiff reasonably would have
26 behaved differently.

27 56. Plaintiff was harmed.

28 57. Defendants' concealment was as substantial factor in causing Plaintiff's harm.

1 **FIFTH CAUSE OF ACTION**

2 **FALSE PROMISE**

3 **Civ. Code § 1710(4) - CACI 1902**

4 **(Against All Defendants)**

5 58. Plaintiff realleges, and incorporates herein by their reference, each and every
6 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein.
7 Further, all allegations set forth in this cause of action are pled upon information and belief, unless
8 otherwise stated.

9 59. Defendants made a promise to Plaintiff.

10 60. Defendants did not intent to perform this promise when they made it.

11 61. Defendants intended that Plaintiff rely on this promise.

12 62. Plaintiff reasonably relied upon Defendants' promise.

13 63. Defendants did not perform the promised act.

14 64. Plaintiff was harmed.

15 65. Plaintiff's reliance on Defendants' promise was a substantial factor in causing its
16 harm.

17 **SIXTH CAUSE OF ACTION**

18 **COMMON COUNT: MONEY HAD AND RECEIVED**

19 **CACI 370**

20 **(Against All Defendants)**

21 66. Plaintiff realleges, and incorporates herein by their reference, each and every
22 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein.
23 Further, all allegations set forth in this cause of action are pled upon information and belief, unless
24 otherwise stated.

25 67. Defendants received money that was intended to be used for the benefit of Plaintiff.

26 68. The money was not used for the benefit of Plaintiff.

27 69. Defendants have not given the money to Plaintiff.

28 //

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION LAW**

3 **Bus. & Prof. Code §§ 17200, *et seq.***

4 **(Against All Defendants)**

5 70. Plaintiff realleges, and incorporates herein by their reference, each and every
6 allegation contained in the foregoing paragraphs, inclusive, as though fully set forth herein.
7 Further, all allegations set forth in this cause of action are pled upon information and belief, unless
8 otherwise stated.

9 71. Plaintiff, on behalf of itself, and on behalf of others similarly situated, bring this
10 claim pursuant to Bus.& Prof. Code § 17200, *et seq.* The conduct of these defendants as alleged in
11 this Complaint has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, the
12 general public, and others similarly situated to Plaintiff.

13 72. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code Civ. Proc. § 1021.5.

15 73. Plaintiff, a California city, brings this action by and through the Compton City
16 Attorney Damon M. Brown, as authorized by Bus. & Prof. Code § 17204, and therefore has
17 standing to bring this cause of action for injunctive relief, restitution, and other remedies provided
18 for by law.

19 74. These defendants have engaged in systematic and ongoing violations of specific
20 provisions of California law, and have engaged in theft, fraud, and other unlawful and unfair
21 business practices in violation of Bus. & Prof. Code §§ 17200, *et seq.*, depriving Plaintiff, and all
22 persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed
23 to all California citizens under the law.

24 75. Bus. & Prof. Code §§ 17200, *et seq.* prohibits unlawful and unfair business
25 practices, as laws against theft and fraud express fundamental public policies. Ensuring that public
26 entities are only billed for services actually performed, and preventing billing fraud, are
27 fundamental public policies of the State of California.

28 76. These defendants have violated numerous statutes and public policies. Through the
conduct alleged in this Complaint, these defendants, and each of them, have acted contrary to

1 these public policies, have violated specific provisions of California law, and have engaged in
2 other unlawful and unfair business practices in violation of Bus. & Prof. Code §§ 17200, *et seq.*,
3 depriving Plaintiff, all persons similarly situated, and all interested persons of rights, benefits, and
4 privileges guaranteed to all under the law.

5 77. These defendants' conduct, as alleged herein, constitutes unfair competition in
6 violation of Bus. & Prof. Code §§ 17200, *et seq.*

7 78. These defendants, by engaging in the conduct herein alleged, by committing fraud
8 and theft in billing for services that were never provided, either knew — or in the exercise of
9 reasonable care should have known — that the conduct was unlawful, in violation of Bus. & Prof.
10 Code §§ 17200, *et seq.*

11 79. As a proximate result of the above mentioned acts of these defendants, Plaintiff,
12 and others similarly situated, have been damaged in a sum as may be proven at time of trial.

13 80. Unless restrained by this Court, these defendants will continue to engage in the
14 unlawful conduct as alleged above. Pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, this Court
15 should make such orders or judgments, including the appointment of a receiver, as may be
16 necessary to prevent the use or employment, by these defendants, their agents or employees, of
17 any unlawful or deceptive practice prohibited by the Bus. & Prof. Code §§ 17200, *et seq.*, and/or
18 including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff
19 and the putative class members to the money these defendants have unlawfully misappropriated
20 from them. Pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, Plaintiff and others similarly situated
are entitled to recover attorneys' fees and costs.

21 81. These defendants' statutory violations (including, but not limited to, pervasive theft
22 and fraud) may be actionable as an "unlawful business practice" under the Unfair Competition
23 Law (Bus. & Prof. Code §§ 17200, *et seq.*). The underlying statutory predicates for this claim are
24 those herein identified statutory and/or regulatory violations engaged in by these defendants,
25 which Plaintiff, and each of them, contend constituted an unlawful, unfair, or fraudulent business
26 act or practice, both as to each individual statutory violation engaged in by these defendants, as
27 well as in the aggregate as an unlawful, unfair, or fraudulent pattern of business acts and practices.

28 82. The Unfair Competition Law (Bus. & Prof. Code §§ 17200, *et seq.*) applies to
conduct violating California law prohibiting theft and fraud, as in the instant matter. These

1 defendants' theft and fraud caused by billing for services bargained for, paid for, and never
2 provided, constitute unfair competition because these defendants gained an unfair advantage over
3 competitors who paid overtime in compliance with California law.

4 83. Plaintiff hereby provides notice to these defendants that Plaintiff intends to seek
5 injunctive and restitutionary relief as to these defendants, to wit: the disgorgement of money or
6 other property belonging to Plaintiff that these defendants unlawfully obtained.

7 //

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment as against Defendants as follows, for:

- 3 1) Compensatory damages in an amount according to proof at time of trial.
- 4 2) Attorney's fees and costs pursuant to all applicable statutes or legal principles, including,
- 5 but not limited to: Code Civ. Proc. § 1021.5, Bus. & Prof. Code §§ 17200, *et seq.*, and the
- 6 economic loss rule established in *Robinson Helicopter Co., Inc. v. Dana Corp.* (2004) 34
- 7 Cal.4th 979, 992.
- 8 3) Restitution for unfair competition pursuant to Bus. & Prof. Code §§ 17200, *et seq.*,
- 9 including disgorgement of profits, in an amount as may be proven at time of trial.
- 10 4) An order enjoining Defendants and their respective agents, servants, and employees, and all
- 11 persons acting under, in concert with, or for Defendants, from accepting payment for crime
- 12 suppression services that were never provided.
- 13 5) Costs of suit incurred.
- 14 6) Civil penalties as permitted by statute.
- 15 7) Prejudgment interest on all amounts claimed as permitted by law.
- 16 8) All other general, specific, direct, indirect, consequential, and incidental damages, in an
- 17 amount according to proof at time of trial.
- 18 9) Such other and further relief as the Court may deem proper.

19

20 **COMPTON CITY ATTORNEY**

21

22 **DATED: September 22, 2021**

23 **By: /s/**

24 **Damon M. Brown (SBN 242265)**
25 **Attorneys for Plaintiff**
26 **CITY OF COMPTON**

DOUGLAS / HICKS LAW, APC

DATED: September 22, 2021

By: /s/

Jamon Hicks (SBN 232747)
Attorneys for Plaintiff
CITY OF COMPTON

ROMERO LAW, APC

DATED: September 22, 2021

By: /s/

Alan Romero (SBN 249000)
Ted Wells (SBN 321696)
Attorneys for Plaintiff
CITY OF COMPTON

DEMAND FOR JURY TRIAL

Plaintiff hereby makes demand for Jury Trial, and is exempt from posting the jury fee deposit pursuant to Gov. Code § 6103.

COMPTON CITY ATTORNEY

DATED: September 22, 2021

By: /s/

Damon M. Brown (SBN 242265)
Attorneys for Plaintiff
CITY OF COMPTON

DOUGLAS / HICKS LAW, APC

DATED: September 22, 2021

By: /s/

Jamon Hicks (SBN 232747)
Attorneys for Plaintiff
CITY OF COMPTON

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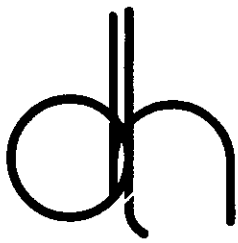
ROMERO LAW, APC

DATED: September 22, 2021

By: /s/

Alan Romero (SBN 249000)
Ted Wells (SBN 321696)
Attorneys for Plaintiff
CITY OF COMPTON

EXHIBIT 1



DOUGLAS / HICKS

ATTORNEYS AT LAW

5120 W. Goldleaf Circle / Suite 140 / Los Angeles, CA 90056-1661
Phone: 323.655.6506 / Fax: 323.927.1941
www.douglashickslaw.com

CARL E. DOUGLAS
carl@douglashickslaw.com

JAMON R. HICKS
jamon@douglashickslaw.com

May 26, 2021

VIA CERTIFIED MAIL & RETURN RECEIPT

EXECUTIVE OFFICER, BOARD OF SUPERVISORS

ATTENTION: CLAIMS

500 West Temple Street, Room 383
Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Claim For Damages Pursuant to Cal. Gov't Code § 910 et seq.

A. The name and address of the claimant as follows:

City of Compton, 205 W. Willowbrook Avenue, Compton, California 90220.

B. The Post Office Address to which the persons presenting the Claim desire notices to be sent:

Carl E. Douglas, Esq. and Jamon R. Hicks, Esq., *Douglas / Hicks Law, APC*, 5120 W. Goldleaf Cir., Suite 140, Los Angeles, California 90056.

C. The date, place, and other circumstances of the occurrence transaction which gave rise to the claim asserted.

On February 27, 2021, the City of Compton ("City" or "Claimant") became aware of an allegation that Los Angeles County Sheriff's Department ("LASD or Respondent") has committed fraud which is likely to have cost the City multiple millions of dollars and potentially will cost the City additional millions into the foreseeable future.

The fraud concerns the use of "annual minutes" for which the City has contracted to pay LASD in exchange for crime suppression cars and Deputies on the street. Pursuant to the attached Contract City Law Enforcement Services Service Level Authorization for Fiscal Year 2019-2020, the City agreed to pay **\$22,774,683.55** in exchange for 700,800 minutes of Deputy Sheriff crime suppression and 858,720 minutes of Special Assignment Deputy Sheriff crime suppression. The reality is, however, that LASD is committing flagrant "minutes fraud" through the unauthorized use of City minutes for County non-crime suppression duties, in violation of its contract with the City. This has resulted in major understaffing at Compton Station, a lack of responsiveness to calls for service, and increased crime and danger to the public. Based upon information and belief, this fraud is rampant and being enabled and committed by numerous individuals at the LASD, from the highest positions of departmental leadership to deputies within Compton Station.

Claimant is further informed and believes that this pattern of practice of fraudulent misconduct is pervasive and has been going on, unabated, for at least the past five years. As a result, the financial loss to City taxpayers is estimated to be well into the millions of dollars. Further, the redirecting of City minutes to non-crime suppression duties has resulted in the creation of a need for patrol Deputy overtime, which may be creating additional losses to the City.

In addition to the significant financial losses the City has sustained as a result of this illegal conduct, Claimant is informed and believes that this "minutes fraud" has had the necessary effect of putting less crime-suppression patrol vehicles on the street, which has likely resulted in preventable loss of life and destruction / loss of property.

Claimant further contends that the involved deputies and supervisors were negligently trained and retained by the LASD and the County of Los Angeles in that they had known propensities for acting in the fashion that they did with respect to these claims, all of which were a proximate cause of injuries to Claimant. Additionally, Claimant contends that its injuries are the proximate result of the fraudulent and unconstitutional practices, policies and customs of the LASD and the County of Los Angeles, especially as it relates to the manner in which LASD deputies are billing their County time.

As a result of the above alleged conduct, Claimant will bring causes of action which include but are not limited to: fraud, misrepresentation, conspiracy to commit fraud, unfair business practices, breach of contract, conversion, negligence, negligent hiring, negligent training, negligent supervision, and federal and state civil rights violations, among other claims.

D. General Description of the Indebtedness, Obligation, Injury, Damage, or Loss, So Far as is Presently Known:

As a result of the above facts, Claimant has been defrauded of multiple millions of dollars.

E. The Name(s) of the Public Employee(s) causing the injury, damage, or loss.

Sheriff Alex Villanueva and unknown deputies and personnel employed by the Los Angeles County Sheriff Department and County of Los Angeles.

F. The Amount Claimed

Unspecified amount but in excess of \$10,000.00 and within the jurisdiction of the Superior Court of California.

DATED: May 26, 2021


DOUGLAS / HICKS LAW, APC

Jamon R. Hicks, Esq.

EXHIBIT 2



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

RODRIGO A. CASTRO-SILVA
County Counsel

June 9, 2021

TELEPHONE
(213) 974-1913
FACSIMILE
(213) 687-8822
TDD
(213) 633-0901

Carl E. Douglas, Esq.
Jamon R. Hicks, Esq.
DOUGLAS / HICKS LAW, APC
5120 West Goldleaf Circle, Suite 140
Los Angeles, California 90056

Re:	Claim Presented:	May 27, 2021
	Amendment Presented:	May 27, 2021
	File Number:	21-4385038*001
	Your Client:	City of Compton

Dear Counselors:

The claim you presented to the County of Los Angeles, Board of Supervisors on **May 27, 2021**, as it pertains to activities occurring **before May 27, 2020**, is being returned because it was not timely presented. A preliminary review of this matter indicates that your claim was presented more than one year after the event or occurrence. See Sections 901 and 911.2 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on that portion of the claim.

Also, the claim you presented to the County of Los Angeles, Board of Supervisors on **May 27, 2021**, as it pertains to activities occurring **from May 27, 2020 to November 26, 2020**, is being returned because it was not presented within six months after the event or occurrence as required by law. See Sections 901 and 911.2 of the Government Code. Because the claim was not presented within the time allowed by law, no action was taken on that portion of the claim.

Your only recourse at this time as to that portion of your claim is to apply without delay to the County of Los Angeles, Board of Supervisors for leave to present a late claim. See Sections 911.4 to 912.2, inclusive, and section 946.6 of the Government Code. Under some circumstances, leave to present a late claim will be granted. See Section 911.6 of the Government Code.

Carl E. Douglas, Esq.
Jamon R. Hicks, Esq.
June 9, 2021
Page 2


This time limitation applies only to causes of action for which Government Code Sections 900 - 915.4 require you to present a claim. Other causes of action, including those arising under federal law, may have different time limitations.

Also, the claim that you presented to the County of Los Angeles, Board of Supervisors on **May 27, 2021**, as it pertains to activities occurring **since November 27, 2020**, is being investigated. We will advise you upon completion of that investigation.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel



By
MARK W. LOMAX
Deputy County Counsel
Litigation Monitoring Team

MWL:ce

1 **PROOF OF SERVICE**

2 File No. 21-4385038*001

3 STATE OF CALIFORNIA, County of Los Angeles:

4 I am employed in the County of Los Angeles, State of California, over the age of eighteen
5 years and not a party to the within action. My business address is 648 Kenneth Hahn Hall of
Administration, 500 West Temple Street, Los Angeles, California 90012-2713.

6 That on June 9, 2021, I served the attached

7 **NOTICE OF TRIAD LETTER**

8 upon Interested Party(ies) by placing ☒ the original ☐ a true copy thereof enclosed in a
9 sealed envelope addressed ☒ as follows ☐ as stated on the attached service list:

10 Carl E. Douglas, Esq.
11 Jamon R. Hicks, Esq.
DOUGLAS / HICKS LAW, APC
5120 West Goldleaf Circle, Suite 140
Los Angeles, California 90056

12 ☒ **By United States mail.** I enclosed the documents in a sealed envelope or package
13 addressed to the persons at the addresses on the attached service list (specify one):

14 (1) ☐ deposited the sealed envelope with the United States Postal Service, with the
15 postage fully prepaid.

16 (2) ☒ placed the envelope for collection and mailing, following ordinary business
17 practices. I am readily familiar with this business's practice for collecting and
18 processing correspondence for mailing. On the same day that correspondence is
placed for collection and mailing, it is deposited in the ordinary course of business
with the United States Postal Service, in a sealed envelope with postage fully
prepaid.

19 I am a resident or employed in the county where the mailing occurred. The
20 envelope or package was placed in the mail at Los Angeles, California:

21 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

22 Executed on June 9, 2021, at Los Angeles, California.

23 Carolyn Edwards
24 (NAME OF DECLARANT)

25 Carolyn Edwards
26 (SIGNATURE OF DECLARANT)

EXHIBIT 3

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

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

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this 1st day of July 2019 by and between the County of Los Angeles ("County") and the City of Compton ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and
- C. Whereas, this Agreement is authorized by Sections 56½ and 56¼ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.
- 1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.
- 2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. [The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.
- 2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.
- 2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

- 2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.
- 2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.
- 2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.
- 3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

- 3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.
- 3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

- 3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.
- 3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.
- 3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.
- 3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

- 4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

- 4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.
- 4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

- 5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.
- 5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.
- 5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.
- 6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

- 6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.
- 7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.
- 7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.
- 7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

- 8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.
- 8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, 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.

8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.

9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide 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.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

- 10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

- 10.3 Notices to the City of shall be addressed as follows:

City of Compton
Attn: City Manager
205 S. Willowbrook Avenue, Compton, CA 90220
Phone #: 310-605-5065

11.0 AMENDMENTS

- 11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

- 11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.
- 11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

- 12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.
- 12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

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

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF COMPTON

By _____
City Manager

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____



**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)**

CITY: ComptonFISCAL YEAR: 2019-2020EFFECTIVE DATE: 7/1/2019**DEPUTY SHERIFF SERVICE UNIT**

RANK	RENEWAL FACTOR	SERVICE CODE	NEW	REV	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY (11%)	TOTAL ANNUAL COST (W/LIAB)	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	70-Hour Unit	308	32.00	32.00	0.00	\$ 533,880.00	\$ 17,084,160.00	\$ 1,879,257.60	\$ 18,963,417.60	3,650	116,800	7,008,000	65.280
Deputy Sheriff	Non-Relief	310	8.00	12.00	-4.00	\$ 277,340.00	\$ 2,218,720.00	\$ 244,059.20	\$ 2,462,779.20	1,789	14,312	858,720	8.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)

RANK	RENEWAL FACTOR	SERVICE CODE	NEW	REV	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY (11%)	TOTAL ANNUAL COST (W/LIAB)	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT

RANK	RENEWAL FACTOR	SERVICE CODE	NEW	REV	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY (11%)	TOTAL ANNUAL COST (W/LIAB)	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				\$ -		0	0	0.000
					0.00				\$ -		0	0	0.000

SUPPLEMENTAL POSITIONS

RANK	RENEWAL FACTOR	SERVICE CODE	NEW	REV	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY (11%)	TOTAL ANNUAL COST (W/LIAB)	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant	Non-Relief	353	2.00	2.00	0.00	\$ 247,580.00	\$ 495,160.00	\$ -	\$ 495,160.00	1,789	3,578	214,680	2.000
Motor Deputy	Non-Relief	305A	2.00	2.00	0.00	\$ 297,689.00	\$ 595,378.00	\$ 65,491.58	\$ 660,869.58	1,789	3,578	214,680	2.000
Community Services Assistant (w/ veh)	Non-Relief	325	1.00	1.00	0.00	\$ 67,799.00	\$ 67,799.00	\$ 7,457.89	\$ 75,256.89	1,789	1,789	107,340	1.000
Security Assistant	Non-Relief	362	2.00	2.00	0.00	\$ 52,874.00	\$ 105,748.00	\$ 11,632.28	\$ 117,380.28	1,789	3,578	214,680	2.000

Estimated Cost for Service Units: \$ 20,566,965.00 Total Liability (11%): \$ 2,207,898.55 Estimated Subtotal: \$ 22,774,863.55

Public Safety Equipment Cost (See page 3): \$ -

Estimated Total Annual Cost: \$ 22,774,863.55

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD.

Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

A/Captain Larry Waldie
UNIT COMMANDER NAME

SIGNATURE

DATE

Report Prepared By:

Clinton Skaggs
SERGEANT

7/8/2019
DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

Processed at CLEB By:

CITY OFFICIAL NAME

SIGNATURE

DATE

SERGEANT

DATE



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
DEPLOYMENT OF PERSONNEL

* City: Compton Fiscal Year: 2019-2020 Effective Date: 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	8.00							8				8
40-Hour Unit	0.00											0
56-Hour Unit	0.00											0
70-Hour Unit	32.00	6	9	13	1	1	2					32
Motor (Non-Relief)	2							2				2
DEPUTY BONUS												
Non-Relief	0											0
40-Hour Unit	0											0
56-Hour Unit	0											0
70-Hour Unit	0											0
GROWTH DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
GRANT DEPUTY												
Deputy	0											0
SAD	0											0
Bonus I	0											0
Motor (Non-Relief)	0											0
Routine City Helicopter Billing Agreement YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Detail - Business License & Renewal Applications YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> License Detail - Acts on Violations Observed within the City YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> S.T.A.R. Deputy Program YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> Other Supplemental Services YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.												

Sworn							Total
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	
Hours	0	3,578	0	3,578	131,112	0	138,268
Minutes	0	214,680	0	214,680	7,866,720	0	8,296,080
Personnel	0.000	2.000	0.000	2.000	73.280	0.000	77.280

Civilian				Total
	SSO	LET/CSA/CA/PCO	Clerical	
Hours	3,578	1,789	0	5367
Minutes	214,680	107,340	0	322020
Personnel	2.000	1.000	0.000	3.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY		
BILLING MEMO REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input type="checkbox"/>
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input type="checkbox"/>
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input type="checkbox"/>
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input type="checkbox"/>
SMS DEPLOYMENT CONTRACT UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input type="checkbox"/>
MINUTE PROGRAM IN RAPS UPDATED:	YES <input type="checkbox"/>	NO <input type="checkbox"/> N/A <input type="checkbox"/>

Initials

City Official: _____

Unit Commander: _____

[Signature]
 Page 2 of 3



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
CONTRACT CITY LAW ENFORCEMENT SERVICES
SERVICE LEVEL AUTHORIZATION (SH-AD 575)
PUBLIC SAFETY EQUIPMENT

CITY: Compton FISCAL YEAR: 2019-2020

START-UP VEHICLE

VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT

MDCTYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST

Total Public Safety Equipment Cost: \$ -

Initials

City Official: _____

Unit Commander: 