County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE LAW ENFORCEMENT SERVICE AGREEMENT RENEWAL BETWEEN THE COUNTY OF LOS ANGELES AND THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) METROLINK COMMUTER RAIL SYSTEM (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the renewal of the Los Angeles County Sheriff's Department's (Department) Law Enforcement Service Agreement with the Southern California Regional Rail Authority (SCRRA) for the period of July 1, 2006, through June 30, 2011, with an option for an additional five (5) year extension at the discretion of SCRRA.

2. Instruct the Mayor of the County of Los Angeles to sign the renewal of the Department's Law Enforcement Service Agreement with the SCRRA.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this agreement is to provide the SCRRA with law enforcement services within said SCRRA system area.

Approval of this contract renewal will permit the Department to continue to provide law enforcement services to the SCRRA.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 2: Workforce Excellence, by enhancing the quality and productivity of service through law enforcement efforts of protecting the community. This action also conforms to Goal 4: Fiscal Responsibility, by strengthening the County's fiscal capacity through additional resources acquired from these agreements. As part of the Board's commitment to the County of Los Angeles, your approval of the recommended action would enhance Los Angeles County's Strategic Plan, Goal 8: Public Safety, by maintaining a law enforcement presence throughout the County. The Department can facilitate a more rapid and organized deployment of safety personnel to all segments of the County in situations of terrorism and mutual aid emergencies.

FISCAL IMPACT / FINANCING

None. The SCRRA will pay the Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller each fiscal year. The Auditor-Controller, pursuant to the requirements of Government Code Section 51350, including the policies and procedures adopted by your Board, calculates the contract rates. The estimated revenue of this contract will amount to approximately $7,024,075, including liability costs. The estimated revenue is comprised of $6,341,275.13 for general law enforcement services and $682,799.87 for supplemental law enforcement services.

FACTS AND PROVISIONS

The SCRRA desires to continue law enforcement services within the said SCRRA system area. The term of the contract is for a five (5) year period, with an option for one (1) additional five (5) year extension at the discretion of SCRRA.

This agreement has been approved as to form by County Counsel.

The attached contract analysis is in accordance with the Board of Supervisors' Policy Number 5.045, Law Enforcement Services Contracts Review, and has been approved by both the Auditor-Controller and Chief Administrative Officer.

IMPACT ON CURRENT SERVICES

This contract renewal serves to continue the quality law enforcement services and public safety to the SCRRA system area. The renewal requires no additional personnel and will not negatively impact the Board of Supervisors' priorities to staff the jails and

unincorporated County areas. Both the County of Los Angeles and the SCRRA benefit from the effects and the efficient utilization of County resources in this partnership.

CONCLUSION

This Agreement enables the Sheriff to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving areas within the County.

Upon approval by your Board, please provide two (2) certified copies of the Board-adopted letter, and the signed agreements, to the Sheriff's Department's Contract Law Enforcement Bureau, Captain Edward Rogner.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP220-06

LAW ENFORCEMENT SERVICES

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

THE COUNTY OF LOS ANGELES

CONTRACT AGREEMENT

between

The County of Los Angeles Los Angeles Sheriff's Department 4700 Ramona Boulevard Monterey Park, California 91754-2169 Telephone: 909-392-8532 Fax: 909-392-8219	Contract Number: SP220-06
And	Contract Amount: $7,024,075 for Year One (FY 06-07).
Southern California Regional Rail Authority 700 South Flower Street, 26th Floor Los Angeles, California 90017-4101 (hereinafter "AUTHORITY")	

for

Law Enforcement Services

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP220-06

LAW ENFORCEMENT SERVICES

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This Agreement is made and entered into as of this 1st day of July, 2006 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "AUTHORITY") and THE COUNTY OF LOS ANGELES (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, AUTHORITY is a joint powers authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A – Scope of Services" (hereinafter referred to as "Services");

WHEREAS, AUTHORITY is desirous of contracting with COUNTY for the performance of law enforcement services by the Los Angeles County Sheriff's Department;

WHEREAS, COUNTY has indicated it is agreeable to perform such Services and (1) has reviewed all the available data furnished by AUTHORITY pertinent to the Services to be rendered; (2) has inspected and reviewed the Services to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF SERVICES

A. COUNTY will perform the Services and related tasks as described in ATTACHMENT A - SCOPE OF SERVICES. Attachment A - Scope of Services is attached hereto and is incorporated by reference into and made a part of this Agreement.

B. This is a non-exclusive Agreement, whereby AUTHORITY may, at its sole discretion, augment or supplant the Services with its own forces or forces of another contractor or entity. COUNTY will cooperate fully with AUTHORITY's staff or a third party contractor or entity that may be providing similar or the same Services for AUTHORITY.

2. PERIOD OF PERFORMANCE

The period of performance shall be for five years from July 1, 2006 to June 30, 2011 with one five-year option that may be exercised at the sole discretion of AUTHORITY, unless amended by mutual agreement of both parties through a written amendment to this Agreement.

3. PAYMENT

A. Authority's maximum cumulative payment obligation under this Agreement shall be the amount stated in the Approved Budget for each fiscal year, as amended. Contract funding authorization for subsequent years of this contract will be requested through the Authority's Annual Budget process. The Authority shall pay for the Services provided under the terms of this agreement at the rates established by the Auditor-Controller as listed in Attachment A (SH-AD 575). The contract funding authorization for the first year (July 1, 2006 to June 30, 2007) of the Agreement will include $6,341,275.13 for general law enforcement services at the rates listed in Appendix A, SH-AD 575, and $682,799.87 for supplemental law enforcement services, as listed in Appendix B, for an amount not-to-exceed $7,024,075.

The COUNTY shall provide to AUTHORITY personnel to provide law enforcement services (general and supplemental) up to the service level provided below.

Personnel	Number of Positions
Deputy Service Unit	29.6
Team Leader B-1	1.00
Law Enforcement Tech	6.00

The rates indicated in Appendix A (SH-AD 575) and Appendix B will be in effect for FY 2006-07. These rates may be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County. The new rates shall be reflected upon the new SH-AD 575, which shall be executed by authorized personnel of the parties and replace the prior Appendix A (SH-AD-575) and Appendix B.

The cost of supplemental law enforcement services requested pursuant to this agreement and not set forth in the Appendix A shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

B. As part of the services provided under this Agreement, Sheriff's personnel, whether on or off duty, shall be permitted to ride Metrolink trains as fare exempt passengers when in Class "A," uniforms, and will be prepared to assist AUTHORITY staff in any emergency, or on request by AUTHORITY staff or conductors.

C. The County, through the Sheriff of the County of Los Angeles, shall render to Authority within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and Authority shall pay County for all undisputed amounts within sixty (60) days after date of said invoice.

D. If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon except for disputed amounts. For all disputed amounts, the Agency shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 10 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 60 days after the dispute resolution is memorialized.

Interest shall be at the rate of one percent (1%) over prime 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.

E. In the event the AUTHORITY should overpay COUNTY, such overpayment shall not be construed as a waiver of AUTHORITY's right to obtain reimbursement for the overpayment.

F. **COUNTY shall submit invoices in duplicate to:**

Southern California Regional Rail Authority
700 South Flower Street, 26th Floor
Los Angeles, CA 90017
Attn: Accounts Payable

Each invoice shall include the following information:

- Agreement number
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by AUTHORITY.

AUTHORITY shall remit payment within thirty (30) calendar days of approval of the invoices by AUTHORITY's Project Manager.

4. AUDIT AND INSPECTION OF RECORDS

COUNTY agrees that AUTHORITY or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by COUNTY for a period of three (3) years after completion of this Agreement unless AUTHORITY's written permission is given to dispose of material prior to this time.

5. NOTIFICATION

All notices hereunder concerning this Agreement and the Services to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the AUTHORITY:
Southern California Regional Rail Authority
700 South Flower Street, 26th Floor
Los Angeles, CA 90017-4101
Attn: Lia McNeil-Kakaris
Senior Contract Administrator

To the COUNTY:
Contract Law Enforcement Bureau
4700 Ramona Boulevard
Monterrey Park, CA 91754
Attn: Rick Mouwen

6. AUTHORITY AND COUNTY'S REPRESENTATIVES

The AUTHORITY's Project Manager under this Agreement shall be the Manager of Safety and Security. The County's Key Personnel for the Services to be provided shall be the Unit Commander for Metrolink.

AUTHORITY awarded this Agreement to COUNTY based on AUTHORITY's confidence and reliance on the expertise of COUNTY's key personnel described above. COUNTY shall not reassign key personnel or assign other personnel to key personnel roles until AUTHORITY approves a replacement in writing.

7. TERMINATION FOR CONVENIENCE

The AUTHORITY may, by written notice to the COUNTY, terminate this Agreement for the AUTHORITY's convenience. Upon receipt of such notice, the COUNTY shall: a) discontinue services as directed in the notice; b) deliver to the AUTHORITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been prepared or developed by the COUNTY in performing this Agreement, whether completed or in process, except those that cannot be disclosed by law; and (c) submit a proposed termination plan that will be agreed upon by the parties. Termination of this Agreement shall be effective one (1) year after the receipt by the COUNTY of such notice, unless otherwise agreed by the parties.

The AUTHORITY and/or the COUNTY 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) days prior thereto.

Notwithstanding any provision herein to the contrary, the AUTHORITY may terminate this agreement upon notice in writing to the COUNTY given within sixty (60) 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 Authority's notice to the COUNTY.

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 each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8. TERMINATION FOR BREACH OF AGREEMENT

A. If COUNTY fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, AUTHORITY may give COUNTY written notice of such default. If COUNTY does not cure such default or provide a plan to cure such default which is acceptable to the AUTHORITY within thirty (30) days from receipt of notice, then AUTHORITY may terminate this AGREEMENT due to COUNTY's breach of this AGREEMENT thirty (30) days after written notice by AUTHORITY.

B. All finished or unfinished documents and materials produced or procured under this Agreement shall become AUTHORITY property upon date of such termination, except as prohibited by law.

C. If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that COUNTY was not in default under the provisions of this Article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 7, Termination for Convenience.

D. The rights and remedies of AUTHORITY provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by COUNTY either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by COUNTY, without the prior written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve COUNTY of its obligations to comply fully with all terms and conditions of this Agreement.

10. INDEPENDENT CONTRACTOR

COUNTY's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. COUNTY's personnel performing Services under this Agreement shall at all times be under COUNTY's exclusive direction and control and shall be employees of COUNTY and not employees of AUTHORITY. COUNTY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. SELF-INSURANCE

COUNTY has certified that it is totally self-insured for all vehicle liability, general liability and workers' compensation exposures, for all claims that may arise as a result of the performance of the Services under this Contract.

County will provide AUTHORITY with an annual "Letter of Stipulation" setting forth its self-insurance plan. COUNTY will provide AUTHORITY with six (6) months written notice of the cancellation or change of any part of COUNTY's self insurance plan.

12. INDEMNITY

COUNTY shall indemnify, defend and hold harmless AUTHORITY, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of COUNTY) arising from or connected with any alleged act and/or omission of COUNTY, its officers, directors, employees, agents, subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

13. REVISIONS IN SCOPE OF WORK

By written notice or order, AUTHORITY may, from time to time, order work suspension or make changes to this Agreement. Changes in the Services shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, COUNTY shall perform the Services, as amended.

14. RIGHTS IN TECHNICAL DATA

A. No material or technical data prepared by the COUNTY under this Agreement is to be released by COUNTY to any other person or entity except as necessary for the performance of the Services. All press releases or information concerning the Services that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, shall first be authorized in writing by the AUTHORITY.

B. The originals of all letters, documents, reports and other products and data produced under this Agreement shall become the property of the AUTHORITY without restriction or limitation on their use and shall be made available upon request to the AUTHORITY at any time, except as prohibited by law. Original copies of such shall be delivered to the AUTHORITY upon completion of the work or termination of the work. The COUNTY shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of the AUTHORITY.

15. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AUTHORITY, except as prohibited by law. Copies may be made for COUNTY's records, but shall not be furnished to others without written authorization from AUTHORITY. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by AUTHORITY.

16. RIGHTS IN PROPERTY

A. AUTHORITY shall provide Nextel phones to COUNTY to be used by COUNTY during the performance of the Services:

B. AUTHORITY and all its designees shall have access at all reasonable times to the premises in which any AUTHORITY property is located for the purpose of inspecting **AUTHORITY property.**

C. Upon completing this Agreement or at such earlier dates as may be fixed by AUTHORITY: (1) COUNTY shall prepare and submit a final inventory list of all AUTHORITY property which includes the property's description, location and condition, and; (2) COUNTY shall prepare for shipment, and deliver F.O.B. origin, AUTHORITY property as may be directed or authorized by AUTHORITY.

17. SUBMITTAL OF CLAIMS BY COUNTY

COUNTY shall file any and all claims with AUTHORITY's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable AUTHORITY to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by COUNTY.

Even though a claim may be filed and/or in review by AUTHORITY, COUNTY shall continue to perform in accordance with this Agreement.

18. EQUAL OPPORTUNITY

In connection with the execution of this Agreement, COUNTY shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. COUNTY shall take action to ensure that applicants and employees are treated without regard to the above.

19. STANDARD OF PERFORMANCE

A. COUNTY shall perform and exercise, and require its subcontractors/subconsultants to perform and exercise due professional care

and competence in the performance of the Services in accordance with the requirements of this Agreement. COUNTY shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that AUTHORITY will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

B. All workers shall have sufficient skill and experience to perform the Services assigned to them. AUTHORITY shall have the right, at its sole discretion, to request the removal of COUNTY's personnel at any level assigned to the performance of the Services at no additional fee or cost to AUTHORITY, if AUTHORITY considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Services under this Agreement under this Article shall not be re-assigned to perform Services under this Agreement without AUTHORITY's prior written authority.

20. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with AUTHORITY's Ethics Policy, COUNTY shall provide written notice to AUTHORITY disclosing the identity of any individual who COUNTY desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the AUTHORITY, or (2) served as a Board Member/Alternate or an employee of the AUTHORITY within the previous 12 months of the date of the proposed employment or retention by COUNTY. COUNTY's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

21. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, COUNTY shall provide a written statement disclosing any contribution(s) of $250 or more made by COUNTY or its subcontractor/subconsultant within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of COUNTY or subcontractor/subconsultant.

22. COMPLIANCE WITH LAW

COUNTY shall familiarize itself with and perform the Services required under this Agreement in conformity with requirements and standards of AUTHORITY, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by Services under this Agreement. COUNTY shall also comply with all Federal, California and local laws and ordinances.

23. COMPLIANCE WITH LOBBYING POLICIES

A. COUNTY agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by AUTHORITY in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with AUTHORITY's Ethics Policy.

B. If COUNTY (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with AUTHORITY's Ethics Policy, such failure shall be considered a material breach of this Agreement and AUTHORITY shall have the right to immediately terminate or suspend this Agreement.

24. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of AUTHORITY's business, including materials submitted by COUNTY in its proposal and during the course of performing the Services under this Agreement, shall become the exclusive property of AUTHORITY, except as prohibited by law, and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. AUTHORITY's use and disclosure of its records are governed by this Act.

B. AUTHORITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. AUTHORITY will accept materials clearly and prominently labeled "TRADE SECRET" or" CONFIDENTIAL" or "PROPRIETARY" as determined by COUNTY. AUTHORITY will endeavor to notify COUNTY of any request of the disclosure of such materials.

C. In the event of litigation concerning the disclosure of any material submitted by COUNTY, AUTHORITY's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court. COUNTY, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold AUTHORITY harmless from all costs and expenses, including attorneys' fees, in connection with such action.

25. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

26. FORCE MAJEURE

Performance of each and all COUNTY's and AUTHORITY's covenants herein shall be subject to such delays as may occur without COUNTY's or AUTHORITY's fault from acts of God, strikes, riots, or from other similar causes beyond COUNTY's or AUTHORITY's control.

27. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

28. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between AUTHORITY and COUNTY and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

29. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the AUTHORITY's Board of Directors, and in all instances require prior signature of an authorized representative of the AUTHORITY. The Sheriff will be the authorized representative of the COUNTY.

30. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A – Services and (3) Attachment A, 575.

31. CONFIDENTIALITY

COUNTY agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by COUNTY in the performance of this Agreement, shall be considered and kept as the private, confidential and privileged records of AUTHORITY and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of AUTHORITY. Further, upon expiration or termination of this Agreement for any reason, COUNTY agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of AUTHORITY.

32. CONSULTANT'S INTERACTION WITH THE MEDIA AND THE PUBLIC

A. AUTHORITY shall review and approve in writing all AUTHORITY related copy proposed to be used by COUNTY for advertising or public relations purposes prior to publication. COUNTY shall not allow AUTHORITY related copy to be published in its advertisements and public relations programs prior to receiving such approval. COUNTY shall ensure that all published information is factual and that it does not in any way imply that AUTHORITY endorses COUNTY's firm, service, and/or product.

B. COUNTY shall refer all inquiries from the news media to AUTHORITY, and shall comply with the procedures of AUTHORITY's Public Affairs staff regarding statements to the media relating to this Agreement or the Services.

C. If COUNTY receives a complaint from a citizen or the community, COUNTY shall inform AUTHORITY as soon as possible and inform AUTHORITY of any action taken to alleviate the situation.

D. The provisions of this Article shall survive the termination or expiration of this Agreement.

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST: _____

Sachi A. Hamai
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

_____
David Solow, Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

_____
Principal Deputy County Counsel

APPENDIX A - SH-575

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Southern California Regional Railroad Authority

Metrolink

FISCAL YEAR: *2006-2007* **EFFECTIVE DATE:** ***07/01/06***

SERVICE LEVEL INFORMATION

CODE #	SERVICES		TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
			NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF GENERALIST		29.60	29.60	0.00	
	DEPUTY SHERIFF BONUS I		1.00	1.00	0.00	
	LAW ENFORCEMENT TECH		6.00	6.00	0.00	

ESTIMATED CHARGES

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 3 %	TOTAL COST WITH LIABILITY	PERSONNEL REQUIRED
Deputy Sheriff Generalist	$ 177,838	29.60	$5,264,004.80	$ 157,920.14	$ 5,421,924.94	29.60
Deputy Sheriff Bonus I	$ 186,577	1.00	$ 186,577.00	$ 5,597.31	$ 192,174.31	1.00
Law Enforcement Tech	$ 117,666	6.00	$ 705,996.00	$ 21,179.88	$ 727,175.88	6.00
ESTIMATED COST FOR SERVICE UNITS			$6,156,577.80			
			Liability @ 3% =	$184,697.33		
			TOTAL ESTIMATED COST		$6,341,275.13	

PERSONNEL	
Deputy	29.60
Deputy, B-1	1.00
LET	6.00

SH-AD 575 REV. 01/06

REPORT PREPARED BY: _____ **DATE:** _____

SHERIFF APPROVAL: _____ **DATE:** _____
BUREAU COMMANDER

METROLINK APPROVAL: _____ **DATE:** _____
AGENT OF METROLINK TO AUTHORIZE STAFFING LEVEL CHANGES

PROCESSED AT CLEB BY: _____ **DATE:** _____

	NO	YES
BILLING MEMO REQUIRED:		
"BLUE" REQUIRED:		
MINUTE PROGRAM:		

CONTRACT NO. SP220-06
LAW ENFORCEMENT SERVICES

APPENDIX B
PRICING

YEAR ONE – FY 06-07

Personnel	Annual Cost	3% Liability Fund	Total Cost	Number of Positions
Deputy Service Unit	$177,838	$ 5,335	$ 183,173	29.6
Team Leader B-1	$186,577	$ 5,597	$ 192,174	1.00
Law Enforcement Tech	$117,666	$ 3,530	$ 121,196	6.00

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

ATTACHMENT A
SCOPE OF SERVICES

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP220-06
LAW ENFORCEMENT SERVICES

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1.0 PURPOSE

The Southern California Regional Rail Authority (AUTHORITY) is issuing this contract in order to secure the multi-faceted services of a law enforcement agency that will support the operation of commuter rail service. The objective of law enforcement will be to ensure riders and the community at large that METROLINK transportation is safe, efficient, and friendly.

2.0 BACKGROUND

AUTHORITY operates and maintains METROLINK, a commuter rail system serving six (6) Southern California counties. The AUTHORITY Board of Directors is made up of representatives from the AUTHORITY member agencies of Ventura, Los Angeles, Orange, San Bernardino and Riverside counties. AUTHORITY is responsible for operating and maintaining railroad Rights of Way in the six counties along the METROLINK service corridor and operating on the lines of other freight railroads. METROLINK covers 416 route miles and serves more than 55 stations. Current operations include 144 daily revenue trains. Metrolink runs seven days a week with limited service on Saturday and Sundays.

The Los Angeles County Sheriffs (Sheriff) should consider the FY 05-06 service levels as the baseline levels.

3.0 SCOPE OF WORK

The Sheriff has the ability to coordinate services and negotiate agreements with outside law enforcement agencies in the METROLINK system area.

BASE LAW ENFORCEMENT SERVICES

The contract law enforcement organization that serves as AUTHORITY's policing agency will coordinate local law enforcement efforts along the METROLINK service corridor through the six counties. The law enforcement group will have jurisdictional responsibility for all on-board incidents regardless where they occur.

The law enforcement agency must also have the ability to provide AUTHORITY the advantages of a full service law enforcement agency.

In specific incidents involving AUTHORITY equipment, any of the specialized resources could be called upon to expand METROLINK'S Sheriff unit without additional cost to the AUTHORITY. For the purpose of this Scope of Work specialized units can be provided by other agencies under mutual aid agreements.

It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of Authority, the same shall be supplied by the Authority at its own cost and expense.
Other related services include the following:

Operations

1. Directly respond to all incidents aboard commuter rail trains requiring law enforcement presence or services.

2. Investigate, follow-up, and prepare legal documents and case filings for Authority - related crimes including on- board incidents and those along the Authority right of way (ROW) patrolled by other agencies.

3. Participate in rail safety, crime prevention, advocacy, and traffic safety programs.

4. Provide motorcycle sweeps of highway-rail grade crossings in areas identified by AUTHORITY. Coordinate these sweeps with the local police agency.

5. Perform traffic enforcement and community services relative to AUTHORITY operations.

6. Provide AUTHORITY the advantages of a full service law enforcement agency including the following personnel and equipment resources that must be available for deployment to any location on the METROLINK system on an as needed basis in Los Angeles County. State Mutual Aid Policies apply outside of Los Angeles County. As needed, specialized units should include:

   - Homicide investigators
   - Air units
   - Motorcycle details
   - Off-road units
   - Mounted posse
   - Gang enforcement teams

- Special weapons teams
- Undercover detective operations
- Arson/Explosives experts
- Reserve units for crowd control and major events

Fare Enforcement

1. Provide on-board fare enforcement including issuance of citations for fare violations and other quality of life matters in conjunction with AUTHORITY's operations contractor and on an as-needed basis. The contractor shall provide a monthly report of all fare enforcement activities including those of the Sheriff. Activate periodic Fare Enforcement "sweeps" independent of AUTHORITY's operations contractor. These sweeps must be coordinated the Manager of Safety and Security.

2. Provide training, education, and direction for Authority conductors engaged in fare enforcement as mandated by law. Participate in fare enforcement classes (8-10 hours each) for new conductors and remedial classes as needed.

3. Provide technical support to input all citations and warnings issued on a computerized database and tracking system.

4. Provide monthly reports on citations and warnings, including data and comparison of fare violations by line, train, and type of infraction.

5. The Sheriff shall provide Law Enforcement Technicians (LET's) who will provide primary fare enforcement for Metrolink trains. The LET'S will be responsible for 100% fare enforcement on every regularly scheduled train every four weeks. AUTHORITY and the Sheriff will jointly develop the schedule of deployment for the LET's.

Security Coordination

1. Develop mutual aid agreements and other cooperative agreements with all law enforcement agencies in each county and city through which METROLINK passes.

2. Develop Memoranda of Understanding (MOUs) with all law enforcement agencies system-wide.

3. Coordinate and provide daily required communication with local law enforcement, coroner's office and other public agencies and dispatch those agencies in response to AUTHORITY'S needs.

4. Respond and coordinate the response of local law enforcement agencies to all METROLINK - related crimes and establish jurisdiction.

5. Establish jurisdiction with local police jurisdictions and coordinate with each court of competent authority throughout the six counties in the METROLINK system.

6. Establish, manage and maintain filing and prosecutorial procedures with the city and district attorneys, and courts in each jurisdiction through which METROLINK passes.

7. Collect and provide periodic incident reporting for AUTHORITY to assist in the development of preventative strategies such as the Engineering and Education efforts and provide this information to all law enforcement agencies. Provide AUTHORITY with a monthly report of on-board crimes by line, date, time, and type of crime. Provide AUTHORITY with a monthly report of ROW crimes by line, date, time and type of crime.

8. Provide functional supervision and document performance and contract compliance of SCRRA's contract security contractor.

9. Provide AUTHORITY with monthly reports on right-of-way citations, right-of-way warnings, and traffic citations at Highway-Rail Grade Crossings issued by Metrolink Sheriff.

10. Contractor shall audit each station and guard service with the results transmitted to local Police Departments, security firms and Manager of Safety and Security. Perform twice a year audits of private security contractors at layover facilities, Lancaster, San Bernardino, Riverside, Moorpark, Oxnard and the Central Maintenance Facility.

Training

1 Provide ongoing training and direction to METROLINK law enforcement personnel, appropriate AUTHORITY employees and other law enforcement subcontractors in the following areas:

- Corridor gangs and related problems
- Crowd control and civil disorder
- Fare inspection/enforcement
- Hazardous materials situations
- Incident command principles
- Jurisdictional and interagency operations issues
- Service oriented policing
- Terrorism/threats to transit systems
- Train accidents and derailments

- Transit law
- Weapons training/laws
- Radio procedures
- Vice activities, pickpockets, prostitution, gambling, etc.

2. Conduct training for outside (local) law enforcement and participate in Officer-on-the-Train, Multi-agency (mass casualty) drills, First Responder (emergency) training, and transit laws. All course work must be certified by the California Commission of Peace Officer Standards and Training (P.O.S.T.).

3. Coordinate the development, presentation and training of Operation Lifesaver, Trooper-on-the-Train, and First Responder training with the Manager of Safety and Security. The presentations should focus on professional drivers, middle schools and high school presentations.

4. Organize and train AUTHORITY management and staff in the Incident Command System (ICS) and staff such incident command centers as required.

5. Provide required training for Sheriff personnel. All law enforcement personnel must be POST certified or have acceptable equivalent.

Communications & Inventory Control

1. Provide for membership in all local, state, and federal law enforcement telecommunication networks; as well as provides appropriate hardware for necessary transmissions and communications.

2. Establish and provide coverage for a 24-hour central communications center serving the 6 county area to dispatch and coordinate law enforcement personnel and mutual aid emergency response teams. Provide Radio coverage for all law enforcement personnel and vehicles in 6 county areas.

3. Provide a unique phone number for incoming calls to the Sheriff central communication center.

4. Furnish all supervision, equipment, and supplies to maintain the level of required service.

RIGHT-OF-WAY LAW ENFORCEMENT SERVICES

Services included within this scope of work include patrolling the Rights-of-Way and law enforcement on Railroad property (off the train) in Los Angeles County.

NOTE:

The law enforcement personnel responsible for patrolling the Authority Right-of-Way in Ventura, and Orange counties will be provided by the specific counties and are **NOT** included within this Scope of Services.

The Sheriff will provide decentralized, locally situated facilities to house officers and equipment dedicated to METROLINK security and otherwise ensure geographic coverage within Los Angeles County.
The issues to be dealt with are:

- Vandalism control and adjudication
- Crowd control and civil disorder response
- Hazardous materials incident response
- Identify and report visual and other right-of-way obstructions
- Terrorism/threats to transit systems
- Train accidents and derailments
- Grade-crossing safety
- Car theft and abandonment on the right-of-way
- Traffic enforcement
- Tunnel and bridge security and incident response
- Vice activities, pick-pockets, prostitution, gambling, homicide, drug trafficking
- Trespassing related matters: truancy, homeless, vagrancy, and gang related matters,

The police departments along the right of way are expected to provide routine and emergency service to the trains, stations and parking lots within their jurisdictions (as defined in the respective MOU's).

4.0 DEPLOYMENT OF PERSONNEL

Supplemental transit law enforcement services performed hereunder may include, if requested by the Agency, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

Services performed hereunder and specifically requested by the Agency shall be developed in conjunction with the Sheriff and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form (Appendix A to Contract).

A new SH-AD 575 Deployment of Personnel form shall be authorized and signed annually by the Agency and the Sheriff or his designee each July 1, and attached to this contract as an amendment to the level of service and the contract sum.

Should the Agency request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 Deployment of Personnel form shall be

signed and authorized by the Agency and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.

The most recent dated and signed SH-AD 575 Deployment of Personnel attached to this contract shall be the staffing level in effect between the County and the Agency.

The Agency is not limited to the foregoing services indicated in Attachment A, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide.

5.0 PROJECT MANAGER

The Sheriff shall name a Project Manager who shall be responsible for administration of the proposed services. The Project Manager is subject to the AUTHORITY's approval.

6.0 RIGHT OF APPROVAL

AUTHORITY shall have the right of approval for the law enforcement technicians (LET's). AUTHORITY project manager or his or her designee shall participate in the interviews of the law enforcement technicians (LET's). AUTHORITY shall have the right of approval of the L.A. County Sheriffs Project Manager.

7.0 ESTIMATED BUDGET

The AUTHORITY Board approves budget estimates for each fiscal year. The Sheriff shall specify estimated costs each January of the contract years for annual escalators based on negotiated union contracts.

Law enforcement services may be required for charters (special events other than the Trooper on the Train and Operation Lifesaver trains which are included in the Base). This item will not be included in the scope of work. The Los Angeles County Sheriffs will identify a separate billing rate by unit for use in such instances.

Compensation for additional Base - services due to expansion in the METROLINK System, for the life of the contract, beyond the baseline service level described in Section 3.0 will be based upon the fully burdened lowest level patrolman costs according to the conditions agreed upon in the contract.

The AUTHORITY reserves the right to renegotiate the budget in the event of an increase or decrease in METROLINK service of 10 percent or more.

SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

Name of Entity: **Southern California Regional Rail Authority/Metrolink**

Incorporated City _____ Other Agency X

1. Description of Services to be provided:

The Sheriff's Department will provide Law Enforcement Services to the Metrolink System throughout Southern California.

2. Required Resources:

Description	#	Item Cost	Total Cost
Start-Up:			
Not Applicable (Contract Renewal)			
Personnel:			
The exact service levels for Metrolink are as follows: 30 Deputy Sheriffs, 1 Bonus I Deputy Sheriff, and 6 Law Enforcement Technicians. The attached rates were determined by the Auditor-Controller's Office pursuant to Section 51350 of the California Government Code and Board of Supervisor's Policy.			
TOTAL REQUIRED RESOURCES: 37 Personnel			

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES _____ NO X

3. Briefly describe the short and long-term sources of the staffing for the proposed new contract (e.g. overtime, new hires, transfers, ect.):

The 2006-2011 Southern California Regional Rail Authority/Metrolink Law Enforcement Services Agreement Renewal will not have any affect on both the short and long term resources of the Sheriff's Department because the service level will remain the same as that established by SCRRA on May 7, 2006. On March 2, 2006 the Sheriff notified the Board that the SCRRA added four additional deputy service units to their contracted services. The service has and will be provided using overtime until deputies are assigned to the positions. During final budget changes in September 2006, the Department plans to request Board approval for the four additional budgeted positions.

4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services:

The additions to the previous contract will continue to be provided on an overtime basis under the proposed agreement. Any vacancies in unincorporated area service positions created by filling the four positions, if/when the Board approves the additional staffing, will be filled on an overtime basis until they are filled with newly hired deputy personnel. Therefore, approval of this agreement renewal will not have any impact on the services provided to the unincorporated patrol areas.

Contact: **Sergeant Andrew Rosso** **Phone:** **323-526-5737**

Name and Title

APPROVAL SIGNITURES:

AUDITOR-CONTROLLER'S OFFICE

CHIEF ADMINISTRATIVE OFFICE