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

LEROY D. BACA, SHERIFF

June 28, 2011

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

Dear Supervisors:

APPROVE LAW ENFORCEMENT SERVICES AGREEMENT WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR METROLINK COMMUTER RAIL SYSTEM (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Law Enforcement Services Agreement (Agreement) with the Southern California Regional Rail Authority (SCRRA) for its Metrolink Commuter Rail System. The Agreement will provide services for a three-year period, with two one-year options, at a first year annual cost of approximately $7,047,657. The Agreement will have no negative impact upon law enforcement services in the unincorporated areas within Los Angeles County (County).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor of the Board to sign the attached Agreement with SCRRA, at a first year annual cost of approximately $7,047,657, effective July 1, 2011, through June 30, 2014, with two one-year option periods upon the mutual consent of the parties.

2. Delegate authority to the Sheriff to execute amendments to the Agreement to exercise the one-year extension options; increase or decrease the service levels and thereby increase or decrease the maximum annual contract sum accordingly; modify the annual billing rates, as determined by the County Auditor-Controller; and make

immaterial or clerical changes to the Agreement with the concurrence of County Counsel.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to provide law enforcement services to SCRRA. The current agreement with SCRRA expires on June 30, 2011. The Department has maintained an outstanding relationship with SCRRA over the years and is proud to continue this partnership with them in an effort to provide the community with a tremendous mass transit option.

Implementation of Strategic Plan Goals

This recommended action conforms with the County's Strategic Plan, Goal 5, Public Safety, by maintaining a law enforcement presence throughout the County. The Department can facilitate 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. SCRRA shall pay the Department for said services according to the appropriate and prevailing billing rates as determined by the County Auditor-Controller each fiscal year. The County Auditor-Controller, pursuant to the requirements of Government Code Section 51350, including the policies and procedures adopted by your Board, calculates the contract billing rates. The estimated revenue of this Agreement for the first year's term will amount to approximately $7,047,657, including liability costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SCRRA requests to continue law enforcement services within the said SCRRA system area. The Agreement shall continue for a three-year term commencing on July 1, 2011, and is renewable for two one-year options upon the written consent of both parties. The Department seeks delegated authority for the Sheriff to execute amendments to the Agreement that, among other things, exercise the one-year option extensions. The Agreement contains provisions, including indemnification and insurance provisions, consistent with the County's current law enforcement services agreement with the Los Angeles County Metropolitan Transportation Authority, approved by your Board on June 30, 2009, and amended on April 20, 2010.

The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement renewal serves to continue the quality of 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 and 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 Board approval, please provide three certified copies of the Board letter and the signed Agreements to the Department's Contract Law Enforcement Bureau, Captain Bruce Fogarty.

Sincerely,

LEROY D. BACA
SHERIFF

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

CONTRACT NUMBER SP330-11

FOR LAW ENFORCEMENT SERVICES

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

COUNTY OF LOS ANGELES

This Agreement is made and effective July 1, 2011 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 commuter rail law enforcement services described in Attachment A to this Agreement entitled "Attachment A – Scope of Services" (hereinafter referred to as "Services");

WHEREAS, AUTHORITY desires to enter into an Agreement with COUNTY for the performance of commuter rail law enforcement services by the Los Angeles County Sheriff's Department;

WHEREAS, COUNTY has certified that it is qualified and legally authorized to perform such Services and (1) has reviewed all of the available data furnished by AUTHORITY pertinent to the Services to be rendered; (2) has reviewed and evaluated the Services to be rendered; (3) will exercise the utmost 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 and in accordance with Attachment A, Scope of Services, and Attachment B, Price Schedule, to this Agreement.

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

1. SCOPE OF WORK

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, after consultation with COUNTY, augment or supplant the Services with its own personnel or personnel of another Contractor or entity. Communication and consultation will help to reduce or eliminate conflicts wherein deputies and security officers experience overlap responsibilities as a result of AUTHORITY's augmentation/supplantation. This consultation is critical to ensure the safety of the public, COUNTY and AUTHORITY personnel.

C. The COUNTY Commanding Officer shall have final responsibility and authority over COUNTY operations. The COUNTY Commanding Officer is responsible for implementing AUTHORITY Board of Directors (Board) policy and the administrative and operational directions for the AUTHORITY Chief Executive Officer (CEO) and AUTHORITY Chief Operating Officer (COO). Within these policies and directives, the COUNTY Commanding Officer shall establish priorities for resource allocation of Services. The AUTHORITY COO will direct and command AUTHORITY's System Safety Department. The AUTHORITY COO will lead the effort to develop annual performance objectives and goals for the Services.

The AUTHORITY COO shall provide direction to COUNTY regarding delivery of services. COUNTY shall ensure that such Services are delivered in a manner consistent with the priorities, annual performance objectives and goals established by AUTHORITY. Any dispute arising under this Section 1C shall be resolved by the parties in good faith, but is explicitly exempt from the provisions of Section 21, Resolution of Disputes, of this Agreement

D. On or before January 10th of each year after 2011, AUTHORITY shall inform COUNTY of the next fiscal year's anticipated staffing levels and anticipated budget for Services under this Agreement. AUTHORITY shall have the exclusive right to annually determine the anticipated level of service and budget required under this Agreement. The actual staffing levels will be subject to the approval of the budget by the AUTHORITY Board and the adjustment of staffing levels within the budget by AUTHORITY.

In the event that COUNTY determines that the anticipated staffing levels and Services established by AUTHORITY under this Section does not permit COUNTY to ensure performance of Services to the professional level required under this Agreement, COUNTY shall so inform AUTHORITY and the parties will resolve the issues as set out in this Section 1C, or as they may otherwise mutually agree at that time.

By March 1st of the same year, COUNTY shall submit to AUTHORITY a proposal, within AUTHORITY's anticipated budget, for the number and distribution of assigned dedicated positions for the next fiscal year. This proposal shall be based on the rates for the assigned dedicated positions and supervisory ratios for the next fiscal year, the costs of which are established annually by the Los Angeles County Auditor-Controller. The method used, in the first year of this Agreement, for calculating the rate for the assigned positions shall remain the same for all years of this Agreement.

AUTHORITY's designated personnel and COUNTY's designated personnel shall meet and reach agreement on the actual number and distribution of assigned dedicated positions. Disagreements with regard to the number and distribution of these positions and supervisory ratios shall be resolved by the parties and are not subject to Section 21, Resolution of Disputes, of this Agreement.

AUTHORITY reserves the right for final decision regarding staffing levels.

Authorized personnel of the AUTHORITY and COUNTY shall endorse a new Attachment B, Price Schedule, listing the applicable fiscal year, the rates for the assigned dedicated positions, and the agreed-upon number and distribution of these positions for the next fiscal year. Distribution, as referenced in this Section, does not infer deployments, which are at the sole discretion of COUNTY. The new Attachment B, Price Schedule, shall replace the prior Attachment B, Price Schedule, as an Amendment to this Agreement

E. AUTHORITY will provide COUNTY office staff, telephones, work facilities, facilities maintenance, furniture and a limited number of AUTHORITY computers, as determined by AUTHORITY after consultation with the COUNTY, to support the

Services. AUTHORITY will not provide: radios, printing, postage or other office supplies, except for mobile handheld radios to be used for monitoring railroad frequencies.

In order to ensure rapid and effective operational radio communications, COUNTY is required to establish its central dispatch center for the support of this Agreement within the AUTHORITY's Dispatch Center at the discretion of AUTHORITY. All communications and coordination for Services will emanate from this location. AUTHORITY will provide cell phones to field personnel to facilitate communication with AUTHORITY.

2. PERIOD OF PERFORMANCE

The period of performance shall be for three (3) years plus two (2) one-year options. The initial term shall commence on July 1, 2011 and shall expire on June 30, 2014 unless sooner terminated by AUTHORITY or extended as provided in this Agreement. At AUTHORITY's option and only upon the written consent of both parties, this Agreement may be extended for each one-year option period. COUNTY shall provide AUTHORITY with no less than twelve (12) months advance written notice in the event COUNTY does not agree to extend the term of the Agreement for any option year, provided however that AUTHORITY has given written notice to COUNTY prior thereto that AUTHORITY exercises its option for that option year. This Agreement may be extended for the one-year option periods only upon the mutual consent of both parties. This Agreement will be funded on a fiscal year basis.

3. UNIT RATE CONTRACT BASED ON STAFFING LEVELS - PRICE SCHEDULE - PAYMENT AND COMPENSATION FOR SERVICES - ANNUAL SERVICE LEVEL AND PROJECT BUDGET - INVOICES AND PAYMENT- CHANGES TO SERVICE LEVEL AND BUDGET- STRIKES OR WORK STOPPAGE - PAYMENT OF RESOLVED DISPUTES

A. STAFFING LEVELS

This is a Service Unit Agreement. All services shall be performed under the terms and conditions of this Agreement and in accordance with Attachment A, Scope of Services. Payments under this Agreement shall be compensation for work hours supplied by COUNTY and exclusively dedicated to perform work under this Agreement, independent of mutual agreements and other emergency response deployments based on the needs of the region. AUTHORITY will NOT be charged for the provision of services outside the agreed upon AUTHORITY service areas.

B. PRICE SCHEDULE

The basis for payment for Services under this Agreement is the established unit rates for the service units assigned/dedicated to this Agreement and other designated positions as set forth in Attachment A, Scope of Services. Attachment B, Price Schedule, hereto indicates the rates for the various service-unit positions assigned to this Agreement for the period of July 1, 2011 through June 30, 2012 and also sets forth the number of the various law enforcement service unit level positions assigned to this Agreement that the parties have mutually agreed that COUNTY will provide to AUTHORITY for the period of July 1, 2011 through June 30, 2012.

C. PAYMENT AND COMPENSATION FOR SERVICES

COUNTY agrees to provide all personnel, material and equipment required to perform the Services set forth in the Attachment A, Scope of Services, in accordance with Sections 1D and 1E of this Agreement and in accordance with the Attachment B, Price Schedule. AUTHORITY shall pay as full compensation an amount NOT TO EXCEED (NTE) amount of $7,047,657 for Services for the period July 1, 2011 through June 30, 2012.

D. ANNUAL SERVICE LEVEL AND PROJECT BUDGET

In accordance with Section 1D of this Agreement, AUTHORITY shall establish an annual service level and budget for Services under this Agreement. The selection of Services by AUTHORITY shall be made by AUTHORITY's Project Manager and is subject to approval by AUTHORITY's CEO and AUTHORITY'S Board.

D.1 THIRD PARTY ANNUAL PARKING FEES

COUNTY shall be responsible for paying parking fees for COUNTY personnel who park in the Gateway Headquarters Building. AUTHORITY is not responsible for paying these parking fees.

D.2 FARE EXEMPTION FOR COUNTY SHERIFF'S PERSONNEL

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.

E. INVOICES AND PAYMENT

COUNTY shall submit a monthly invoice requesting payment for Services rendered within thirty (30) days of the close of the preceding month, indicating therein the amounts billed and the number of contracted service level positions. The invoice shall include as attachments all necessary supporting documents, schedules, deployment sheets, unit, name, location, assignment dates and time of service, straight time and over-time worked and other materials to fully support the total billing amount. These supporting documents shall be of the nature and standards as set forth in Generally Accepted Government Accounting Principles (GAGAP) and all

data reported shall reconcile with invoices/billing statements submitted to AUTHORITY by COUNTY.

The request for payment shall be submitted in three (3) copies, with one (1) full copy of all supporting documentation sufficient to support the invoice amounts. The invoices shall be submitted in triplicate on COUNTY's letterhead to:

Southern California Regional Rail Authority
One Gateway, 11th Floor
Los Angeles, CA 90012
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

One (1) additional copy of the full invoice, including the supporting documentation, shall be sent directly to the AUTHORITY Project Manager.

Within sixty (60) days after receipt of an invoice, AUTHORITY shall pay all undisputed amounts and shall notify COUNTY in writing of the basis of nonpayment of any amounts in dispute. AUTHORITY may withhold any amounts which are disputed or which are owed to AUTHORITY pursuant to this Agreement. AUTHORITY and COUNTY agree to commence the dispute resolution procedures stated in Section 21 of this Agreement within thirty (30) days after AUTHORITY notifies COUNTY in writing of the basis of nonpayment of any amounts in dispute.

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 ten percent (10%) per annum or any portion thereof, calculated from the 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.

F. CHANGES TO SERVICE LEVEL AND BUDGET

In addition to the procedure set out in Section 1D, if AUTHORITY desires to initiate a change to the Services budget or service level, then AUTHORITY will direct such a change and COUNTY must comply with this change within sixty (60)

days. A change unilaterally decided by AUTHORITY may not exceed ten percent (10%) of that year's base service level or budget. Any change in service levels or budget that exceed ten percent (10%) shall be negotiated and agreed to by the parties.

G. STRIKES OR WORK STOPPAGE

AUTHORITY will not pay for Services not received. During strikes or work stoppages when COUNTY assigns its personnel to AUTHORITY work locations as requested, then AUTHORITY will pay the normal billing rates for those service units assigned to that service. If there is an excess of personnel who are not required during a strike or work stoppage due to commuter rail services running at decreased service levels, then AUTHORITY will not pay for services not received.

H. PAYMENT OF RESOLVED DISPUTES

1. AUTHORITY may deduct from its next payment to COUNTY all amounts owed to AUTHORITY pursuant to the resolution of any dispute under Section 21 of this Agreement, unless there is a mutually agreed upon payment schedule.
2. AUTHORITY will pay to COUNTY, within sixty (60) days, any amounts owed to COUNTY pursuant to the resolution of any dispute under Section 21 of this Agreement, unless there is a mutually agreed upon payment schedule. If AUTHORITY fails to make payment within sixty (60) days, then the late payment provisions in Section 3E shall apply.

4. AUDIT AND INSPECTION OF RECORDS

COUNTY shall keep and maintain full and complete accounting books, in-service sheets, records of account of its costs and expenses claimed to be due and payable related to the performance of the Services in accordance with Generally Accepted Governmental Accounting Principles and Federal Acquisition Regulation, Section 31.6. COUNTY shall maintain records related to any transaction, activity, time cards, employment records, reserves, if any, including, but not limited to those established for personal liability, property damage, workers' compensation, third party litigation, and shall arrange with LACERA to maintain records related to retirement.

COUNTY agrees that AUTHORITY or any duly authorized representative shall have full and complete access to and the right to examine, audit, copy or transcribe any record kept in accordance with this section or other records relating to this Agreement, except those that may not be disclosed by law, upon five (5) business days notice. 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 the period of performance of this Agreement or if this Agreement is terminated in whole or in part after the final termination, unless AUTHORITY's written permission is given to dispose of the material prior to this time.

Criminal records shall be made available to AUTHORITY's COO only, as permitted by law.

5. NOTIFICATION

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

To AUTHORITY:

SCRRA
1 Gateway Plaza, 11th Floor
Los Angeles, CA 90012
Attn: Contract Administrator
Contract No. SP330-11

To COUNTY:

Sheriff Contract Law Enforcement
4700 Ramona Blvd., 2nd Floor
Monterey Park, CA 91754
Contract No. SP330-11
Attn: Metrolink Services Commander

6. AUTHORITY AND COUNTY REPRESENTATIVES

A. CHAIN OF COMMAND

The currently assigned COUNTY Commanding Officer (CO) shall function as AUTHORITY's Chief of Police for Services purposes. The COUNTY CO and/or his delegate shall notify AUTHORITY, through the AUTHORITY CEO and/or his delegate, of any security issues, major incidents, after actions reports, etc.

COUNTY shall have exclusive command and control of all law enforcement functions and personnel consistent with AUTHORITY direction. The AUTHORITY CEO and/or his delegate shall be responsible for communicating AUTHORITY direction to COUNTY.

The AUTHORITY CEO shall have exclusive command and control of any other commuter rail security functions. COUNTY's command staff and AUTHORITY management shall meet weekly, or as mutually determined to be appropriate on an ongoing basis

B. AUTHORITY'S KEY PERSONNEL

AUTHORITY's Project Manager under this Agreement shall be AUTHORITY's COO. The AUTHORITY Project Manager shall be the point of contact for all matters relating to the program and the operations. The Contract Administrator shall be the sole and exclusive contact on all contractual matters.

AUTHORITY's COO will provide contractual management of COUNTY. As such, the COUNTY CO shall consult and work with AUTHORITY's Contract Administrator and AUTHORITY's COO regarding contractual and other law enforcement related issues as they apply to impacting the performance of AUTHORITY'S commuter rail system. All security personnel and assets of AUTHORITY shall be under the command and control of AUTHORITY COO.

C. COUNTY'S KEY PERSONNEL

The following are COUNTY's key personnel for the Services to be provided: The COUNTY Commanding Officer shall be the Lieutenant Unit Commander at Metrolink. The Commanding Officer, or his designees at the COUNTY rank of Lieutenant or above, shall direct and manage the Services of COUNTY. Lieutenants and higher ranked officers shall be designated as key personnel. The Commanding Officer shall regularly report to AUTHORITY's Management and shall either attend, or ensure the attendance of subordinate executives, any meetings requested by AUTHORITY.

AUTHORITY awarded this Agreement to COUNTY based on AUTHORITY's confidence and reliance on the expertise of COUNTY 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.

AUTHORITY shall have the ability to interview and select from a short list of nominated Law Enforcement candidates for that position. AUTHORITY will notify COUNTY regarding candidates deemed not acceptable.

AUTHORITY's Project Manager, in consultation with the COUNTY CO, shall have the authority to effect a transfer out from the Law Enforcement unit any deputy/officer or other staff member who is unacceptable to AUTHORITY consistent with Section 20C of this Agreement. This transfer shall be conducted in a manner that is consistent with Section 3300 of the California Government Code "Peace Officers' Bill of Rights", any other applicable civil service protection, and in compliance with any then existing collective bargaining agreement.

7. TERMINATION FOR CONVENIENCE

AUTHORITY may, by written notice to COUNTY, terminate this Agreement for AUTHORITY's convenience. Upon receipt of such notice, COUNTY shall: a) discontinue Services as directed in the notice; b) deliver to 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 COUNTY of such notice, unless otherwise agreed by the parties.

If the termination is for the convenience of AUTHORITY, COUNTY shall submit a final invoice within one hundred and twenty (120) days of the effective date of termination. AUTHORITY shall pay COUNTY in the manner stated in Section 3E of this Agreement for Services completed prior to the effective date of termination and for all costs reasonably incurred by COUNTY as a result of the termination, including, but not limited to the salary and benefit costs for COUNTY employees who were assigned to provide Services under this Agreement whom COUNTY is unable to reassign to other funded vacant positions in COUNTY'S organization due to the unavailability of such positions. COUNTY shall use its best efforts to place such employees into funded positions immediately as they become available. Under no circumstances will

AUTHORITY be responsible for such termination costs for more than six (6) months after the effective date of termination under this Section. Neither party shall be entitled to anticipatory damages as a result of any termination under this Section.

All disputes pertaining to COUNTY's reasonable costs incurred as a result of the termination under this Section shall be resolved pursuant to the provisions of Section 21, Resolution of Disputes, of this Agreement.

8. TERMINATION FOR BREACH OF AGREEMENT

A. If the COUNTY fails to perform one or more of the provisions of this Agreement, or fails to make progress so 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 of receipt of the written notice, then AUTHORITY may terminate this Agreement by written notice due to COUNTY 's breach of this Agreement. Provided, however, should the cure require more than thirty (30) days, COUNTY shall be provided a reasonable time period to cure the default, provided COUNTY commences the cure within the thirty (30) day period and continues to diligently prosecute the cure.

B. If AUTHORITY determines that COUNTY has violated Section 23, Compliance with Lobbying Policies, of this Agreement, then AUTHORITY may, after consultation with COUNTY, terminate this Agreement. COUNTY may appeal any such decision to AUTHORITY's Board of Directors, which will make the final decision regarding such violation.

C. In the event AUTHORITY terminates this Agreement as provided in this Section, AUTHORITY shall immediately assume the obligations to provide said Services and may procure, upon such terms and in such manner as AUTHORITY may deem appropriate, Services similar in scope and level of effort to those so terminated. COUNTY shall be liable to AUTHORITY for all of its reasonable excess costs and damages, incurred to provide said Services, except COUNTY's liability for said excess costs shall not be greater than twenty percent (20%) of the amount that the Services would have cost if COUNTY were to complete its service level obligations under this Agreement. In no event shall COUNTY's liability for said excess costs extend beyond the fiscal year in which the termination occurs.

D. All finished or unfinished documents and materials produced or procured under this Agreement shall become AUTHORITY property, provided they are or would become AUTHORITY documents and materials pursuant to this Agreement, upon date of such termination, except as prohibited by law.

E. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that COUNTY was not in default under the provisions of this Section, 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 notice of termination had been issued pursuant to Section 7, Termination for Convenience, of this Agreement.

F. The rights and remedies of AUTHORITY provided in this Section 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. Unless otherwise stated in AUTHORITY's written consent, 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 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, employment related practices income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. INSURANCE

AUTHORITY and COUNTY each pledge to maintain programs of commercial insurance, self-insurance or any combination thereof, at each party's option, to satisfy their indemnity obligations hereunder, and each party will supply a letter or other evidence that it maintains such coverage upon request by the other party.

12. INDEMNIFICATION

Subject to the limitations stated in this Section or elsewhere, COUNTY shall indemnify, defend and hold harmless AUTHORITY, and its member agencies, and their officers, directors, employees and agents (collectively, Indemnified Parties) from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of COUNTY) arising from or connected with, negligent, intentional or reckless act or omission of COUNTY, its officers, directors, employees, agents, sub-contractors or suppliers while providing services under this Agreement.

Notwithstanding anything contained herein or stated elsewhere, COUNTY shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party, (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act of anyone other than COUNTY, its officers, directors, employees, agents, sub-contractors or suppliers while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by COUNTY, its officers,

directors, employees, agents, subcontractors, or suppliers to perform the services under this Agreement.

The parties acknowledge and agree that Attachment A, Scope of Services, provides a general description of the law enforcement services to be provided under this Agreement. AUTHORITY understands and agrees that the law enforcement services provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular location, more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. COUNTY shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by AUTHORITY and agreed to by COUNTY.

Notwithstanding anything contained herein, COUNTY's obligations hereunder to AUTHORITY or any Indemnified Party shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to AUTHORITY and all Indemnified Parties.

Any obligation by COUNTY or AUTHORITY to provide defense or indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section. The procedures in Section 21, Resolution of Disputes, shall not apply to the final determination in the first sentence of this subparagraph.

AUTHORITY shall indemnify, defend and hold harmless COUNTY, and its 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 AUTHORITY) arising from or connected with any alleged act and/or omission of AUTHORITY, its officers, directors, employees, agents, sub-contractors or suppliers.

It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on COUNTY any liability for injuries or death to any COUNTY employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.

This Section 12, Indemnification, shall not be subject to Section 21, Resolution of Disputes, of this Agreement.

This Section 12, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

This Section 12, Indemnification, has been negotiated to reflect those terms in the separate Law Enforcement Services Agreement between COUNTY and the Los Angeles Metropolitan Transportation Authority ("Metro"), a member agency of AUTHORITY. The parties therefore agree that if the comparable positions on indemnity are re-negotiated between COUNTY and METRO during the term of this

Agreement or its options, that the AUTHORITY may in its discretion choose to amend this Agreement to incorporate the same or comparable changes and the COUNTY will agree to such amendments if requested.

13. REVISIONS IN SCOPE OF SERVICES

In addition to other changes in Services authorized by this Agreement, by written notice or order, AUTHORITY, through its Project Manager or his or her designee, may, from time to time, make changes to Attachment A, Scope of Services. Changes in Attachment A, Scope of Services, shall be mutually agreed upon and incorporated into this Agreement and/or Attachment A, Scope of Services, in writing. Upon incorporation, COUNTY shall perform the Services, as modified. AUTHORITY and COUNTY shall designate in writing those employees, other than the Project Managers, who are authorized to agree to changes in Attachment A, Scope of Services.

14. RIGHTS IN TECHNICAL DATA AND INFORMATION

A. No material or technical data prepared by 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. COUNTY shall first notify the AUTHORITY Project Manager and AUTHORITY Media Relations in sufficient time and with undue delay regarding press releases (this only relates to planned or prepared or official releases by COUNTY) or information concerning AUTHORITY's policies, procedures, practices and personnel, that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, as to allow AUTHORITY appropriate and timely input and recommendations as to the release's content as it relates to AUTHORITY's policies, procedures, practices and personnel, and subject to California law. It is agreed and understood by both parties that any media inquiries related to law enforcement activities is within COUNTY's purview subject to COUNTY's policies, procedures and California law. Additionally, COUNTY will not respond to media inquiries that address AUTHORITY's policies, procedures, practices and personnel without express authorization from AUTHORITY's Project Manager, COO, or Media Relations representative. AUTHORITY however is cognizant of emergent and developing situations that may involve media demands for "on-the-spot" statements by on-scene COUNTY personnel and that COUNTY will ensure these situations are to be managed and addressed within COUNTY's policies and procedures and that notification of AUTHORITY's Project Manager, COO, or Media Relations representative will be made as time permits.

Subject to California law and the retention policies of COUNTY, COUNTY agrees and understands that it will commit its best efforts in production of any and all reasonable requests by AUTHORITY for any documents, reports and other products and data, copies or originals, produced under this Agreement and without restriction or limitation on their use unless otherwise prohibited by law or this Agreement. Any dispute as to the fulfillment, response or compliance with this Section is subject to Section 21, Resolution of Disputes, of this Agreement.

15. OWNERSHIP OF REPORTS AND DOCUMENTS

Copies of all letters, documents, reports and other products and data produced by COUNTY under this Agreement shall be delivered to, and become the property of AUTHORITY, upon request, except as prohibited by law. Additional copies may be made for COUNTY's records, but shall not be furnished to others without written notice to AUTHORITY unless otherwise required by law or authorized herein.

16. RIGHTS IN PROPERTY

A. 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.

B. Upon completing this Agreement, or at such earlier dates as may be fixed by AUTHORITY: (1) AUTHORITY shall prepare and COUNTY shall verify 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.

C. COUNTY shall not prevent any AUTHORITY personnel, including armed AUTHORITY Transit Security Officers, from performing their duties at or within any AUTHORITY facility, property, or anywhere within AUTHORITY's commuter rail system or by operation of law. This does not preclude COUNTY from performing its duties as prescribed by law.

D. AUTHORITY may apply for certain federal, state, local or private grant funding to support commuter rail security or safety programs. COUNTY shall cooperate with AUTHORITY in the grant application process and in any implementation required through the grants. For all AUTHORITY awarded grants, any and all work products, documents, and property shall be the sole and exclusive property of AUTHORITY subject to the grant guidelines. COUNTY will be required to keep and maintain at all times a record of such property, including serial numbers, product name, and the COUNTY employee in possession of such property. Such possessor/holder information will be provided to AUTHORITY and updated as such property is issued/reissued.

17. PRESENTATION OF CLAIMS BY COUNTY

COUNTY shall file any and all claims with the AUTHORITY Project Manager in writing within forty-five (45) days of the discovery of any 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.

AUTHORITY shall, within ninety (90) days of the receipt of the claim, or within any extended period mutually agreed to in writing by the parties, endeavor to give written notice of the decision, however, if no notice of the decision is made within ninety (90)

days of the receipt of the claim by AUTHORITY, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by AUTHORITY.

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. COMPLIANCE WITH 49 CFR PART 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN COMMUTER RAIL OPERATIONS

COUNTY shall comply with 49 CFR Part 655 as Services provided under this Agreement are deemed safety sensitive.

20. STANDARDS OF PERFORMANCE

A. AUTHORITY's Project Manager, annually, in consultation with the COUNTY CO, will review the performance of COUNTY and develop Standards of Performance for the forthcoming year.

B. COUNTY shall perform and exercise, and require its sub-contractors/sub-consultants 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. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

C. All workers shall have sufficient skill and experience to perform the Services assigned to them. AUTHORITY shall have the right, at its sole discretion after consultation with COUNTY, to require the removal of COUNTY 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. Such removal shall be conducted in a manner that is consistent with Section 3300 of the California Government Code "Peace Officers' Bill of Rights", any other applicable civil service protection, and in compliance with any then-existing collective bargaining agreement. Further, an employee who is removed from performing Services under this Agreement under this Section shall not be reassigned to perform Services under this Agreement without AUTHORITY's prior written authority.

D. It is required that all workers on this Agreement shall have sufficient skills and experience to perform the Services contained in this Agreement. It is also understood and agreed that COUNTY shall not assign personnel who are not fully "Patrolled Trained" as required by COUNTY's own training standards for completion of the worker's service probation. At no time will AUTHORITY permit this Agreement to be utilized for the training of COUNTY's workers in patrol functions. AUTHORITY expects that COUNTY's workers are already experienced in patrol functions and that any training conducted by COUNTY's workers will be for the sole purpose of familiarization of AUTHORITY's operations and any other enhancement training authorized by AUTHORITY's Unit Commander.

21. RESOLUTION OF DISPUTES

A. TERMS AND CONDITIONS

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation. If the dispute is not resolved by these negotiations, the matter will be submitted to JAMS, or its successor, for mediation.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, except where explicitly excluded in this Agreement or otherwise, shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration.

The provisions of this Section 21 may be enforced by any Court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

B. MEDIATION

1. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

2. The parties will cooperate with JAMS and one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings.

3. The parties covenant that they will participate in the mediation in good faith and that they will share equally in its' costs.

4. All offers, promises, conduct, statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employee, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

5. Any mediation agreements are subject to final approval by the AUTHORITY Board of Directors and the Los Angeles County Board of Supervisors.

C. BINDING ARBITRATION

1. Except where explicitly excluded in this Agreement, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Los Angeles, California, before a sole arbitrator, in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, as revised August 2002, attached hereto as Attachment C, with the modifications listed in Section C4 below.

   This binding arbitration clause shall only apply to disputes regarding monetary claims and shall give the arbitrator jurisdiction to render only monetary awards for such claims.

2. Either party may initiate binding arbitration with respect to the matter submitted to mediation by filing a written demand for binding arbitration at any time following the initial mediation session or ninety (90) days after the date of filing the written request for mediation, whichever occurs last.

3. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as the arbitrator.

4. The parties agree to the following modifications to the Comprehensive Arbitration Rules and Procedures:

   a) In Rule 15(h), the following sentence is added to the end of the paragraph: "Failure to comply with this section and Section 1281.9 of the California Code of Civil Procedure shall automatically disqualify a selected arbitrator."

   b) In Rule 17(d), the last sentence shall read: "Documents that have not been previously exchanged or witnesses and experts not previously identified shall not be considered by the arbitrator at the hearing unless agreed by the parties or upon showing of good cause."

   c) Rule 22 shall be replaced in its entirety with the following: "The arbitrator shall conduct the hearing and make all rulings and decisions under Rule 17 in strict conformity with the California Evidence Code."

   d) Rule 24, subsections (c), (d) and (e) are removed and replaced with the following: "In determining the award, the arbitrator shall apply the statutory and decisional law of the State of California. The arbitrator shall not have the power to award any relief other than a monetary award."

5. The arbitrator shall, in the award, allocate all of the costs of arbitration and the mediation, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, as determined by the arbitrator.

6. The parties by signing this Agreement are agreeing to have all disputes, claims or controversies arising out of or relating to this Agreement, except where explicitly excluded in this Agreement, decided by neutral binding arbitration, and are giving up any right they may possess to have those matters litigated in a court or jury trial. Further the parties are giving up their judicial rights to discovery and appeal except to the extent that are specifically provided for under this Agreement.

7. AUTHORITY and COUNTY agree to incorporate the Optional Arbitration Appeal Procedures as stated in Rule 34 of the Comprehensive Arbitration Rules and Procedures.

8. In the event JAMS or its successor is unable to perform its duties under this Agreement, the parties shall mutually appoint another similar dispute resolution organization to perform those duties. The JAMS Comprehensive Rules and Procedures, as revised August 2002 and as modified herein, shall apply.

D. WORK STOPPAGE

In no event shall work under this Agreement be stopped in the event of a claim or dispute. If COUNTY stops the work under this Agreement, then AUTHORITY shall be relieved of its payment obligations under this Agreement.

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. 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 may be considered a material breach of this Agreement and AUTHORITY could have the potential 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 or as otherwise provided herein, and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. AUTHORITY's and COUNTY's use and disclosure of their records are governed by this Act.

B. The AUTHORITY's Project Manager shall be notified within one (1) business day of the receipt of a request for disclosure of such materials, and the party receiving the request agrees not to disclose such records if so directed by the other party in compliance with applicable sections of the Public Records Act. In the event of litigation concerning the disclosure of any material, the party objecting to disclose shall, at its sole expense and risk, be responsible for prosecuting or defending any action concerning the materials, and shall indemnify and hold the other party 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 of 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, riots, or from other similar causes beyond COUNTY's or AUTHORITY's control.

27. GOVERNING LAW

The validity of this Agreement and or any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law 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 Board of Directors and the Los Angeles County Board of Supervisors, and in all instances require prior signature of an authorized representative of AUTHORITY and 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, Scope of Services, (3) Attachment B, Price Schedule, and (4) Attachment C (JAMS Comprehensive Arbitration Rules & Procedures. Any amendments shall take the order of precedence from the document it amends, with later amendments having precedence over earlier amendments.

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, except those prohibited by law or as otherwise provided in this Agreement, and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of AUTHORITY or as otherwise provided in this Agreement, including but not limited to Section 14 and Section 24. 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, except those prohibited by law or as otherwise provided in this Agreement, 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, as ordered by a Court, as required by law, or as otherwise authorized in this Agreement, including but not limited to Section 14 and Section 24.

32. COUNTY 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 information published for advertising or public relations purposes 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 Public Affairs staff regarding statements to the media relating to this Agreement or the Services except as otherwise authorized by Section 14 of this Agreement. AUTHORITY shall refer all

inquiries regarding County of Los Angeles and Sheriff's Department policies and procedures to COUNTY.

C. The provisions of this Section shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

Date: 5/20/2011

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By _____
Chief Executive Officer

Date: _____

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:
Executive Officer and Clerk
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

CONTRACT NO. SP330-11
LAW ENFORCEMENT SERVICES

ATTACHMENT A
SCOPE OF SERVICES

1.0 PURPOSE

The Southern California Regional Rail Authority (AUTHORITY) is entering into this Agreement in order to secure the multi-faceted services of a commuter rail law enforcement agency that will support the operation of commuter rail service. AUTHORITY's objective in obtaining law enforcement services is 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 512 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.

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 Services 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 educational or training programs on rail safety, crime prevention, advocacy, and traffic safety.

4. Provide motorcycle sweeps of highway-rail grade crossings at specific locations identified by AUTHORITY and communicated in advance to COUNTY. Coordinate these sweeps with the local police agency.

5. Perform traffic enforcement and community services relative to AUTHORITY operations solely at times and locations designated in advance by AUTHORITY to COUNTY.

6. Provide AUTHORITY the advantages of a full service law enforcement agency by providing the following personnel and equipment resources. These personnel and equipment resources must be available for deployment to any location on the METROLINK system on an as needed basis in Los Angeles County.

    - 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 with the Manager of Safety.

2. Provide training, education, and direction for any Authority conductors or any employee designated by the Authority to engage 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, enforcement operations, including data and comparison of fare violations by line, train, and type of infraction.

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, enforcement operations, 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 Security. Perform twice a year audits of private security contractors at layover facilities, Lancaster, San Bernardino, Riverside, Moorpark, Keller Yard, East Ventura, Central Maintenance Facility and Eastern 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 Security Manager. 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 consist of patrolling the Rights-of-Way and law enforcement on Railroad property (off the train) in Los Angeles County, all of which shall be performed only at locations and only according to schedules provided by AUTHORITY in advance to COUNTY. AUTHORITY understands and agrees that the law enforcement services provided hereunder are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less. COUNTY shall have no obligation to patrol or provide law enforcement at any location at any particular time(s) except under a schedule provided in advance by AUTHORITY to 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,

However, COUNTY shall have no obligation to provide law enforcement services as regards any of the above except as particularly called to its attention by AUTHORITY or except as may be observed by COUNTY during the course of its regular providing of law enforcement services. AUTHORITY understands and agrees that the law enforcement personnel assigned under this Agreement are insufficient to deal with all or most instances of the above except as may be encountered during COUNTY's regular providing of law enforcement services.

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

Services performed hereunder and specifically requested by the AUTHORITY 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 (Attachment B, Price Schedule, to Agreement).

In accordance with Section 1D of the Agreement, a new SH-AD 575 Deployment of Personnel form (Attachment B, Price Schedule) shall be authorized and signed annually by the AUTHORITY and the Sheriff or his designee each July 1, and attached to this Agreement as an amendment to the level of service and the contract sum.

In accordance with Section 3F of the Agreement, should the AUTHORITY 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 Agreement 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 Agreement shall be the staffing level in effect between the COUNTY and the AUTHORITY.

The AUTHORITY is not limited to the foregoing services indicated in Attachment B, Price Schedule, 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.

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

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 ESTIMATED BUDGET

The AUTHORITY Board approves budget estimates for each fiscal year. In accordance with Section 1D of the Agreement, the Sheriff shall specify estimated costs by March of each contract year 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 Agreement, beyond the baseline service level described in Section 3.0, Scope of Work, will be based upon the fully burdened lowest level patrolman costs according to the conditions agreed upon in the Agreement.

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

CONTRACT NO. SP330-11
LAW ENFORCEMENT SERVICES

ATTACHMENT B
PRICE SCHEDULE

YEAR ONE – FY 11-12

Personnel	Total Cost	Number of Positions
Deputy Service Unit	$7,047,657*	31.6

*Includes 3% Liability

ATTACHMENT C

JAMS
THE RESOLUTION EXPERTS

Revised August 2002

JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES

COMPREHENSIVE ARBITRATION RULES & PROCEDURES

Table of Contents

Rule 1.	Scope of Rules	2
Rule 2.	Party-Agreed Procedures	2
Rule 3.	Amendment of Rules	2
Rule 4.	Conflict with Law	2
Rule 5.	Commencing an Arbitration	2
Rule 6.	Administrative Conference	3
Rule 7.	Number of Arbitrators and Appointment of Chairperson	3
Rule 8.	Service	3
Rule 9.	Notice of Claims	3
Rule 10.	Changes of Claims	4
Rule 11.	Interpretation of Rules and Jurisdictional Challenges	4
Rule 12.	Representation	5
Rule 13.	Withdrawal from Arbitration	5
Rule 14.	*Ex Parte* Communications	5
Rule 15.	Arbitrator Selection and Replacement	5
Rule 16.	Preliminary Conference	6
Rule 17.	Exchange of Information	7
Rule 18.	Summary Disposition of a Claim or Issue	7
Rule 19.	Scheduling of Hearing	7
Rule 20.	Pre-Hearing Submissions	7
Rule 21.	Securing Witnesses and Documents for the Arbitration Hearing	7
Rule 22.	The Arbitration Hearing	7
Rule 23.	Waiver of Hearing	9
Rule 24.	The Award	9
Rule 25.	Enforcement of the Award	9
Rule 26.	Confidentiality and Privacy	10
Rule 27.	Waiver	10
Rule 28.	Settlement and Consent Award	10
Rule 29.	Sanctions	10
Rule 30.	Disqualification of the Arbitrator as a Witness or Party and Exclusion of Liability	10
Rule 31.	Fees	11
Rule 32.	Bracketed (or High-Low) Arbitration Option	11
Rule 33.	Final Offer (or Baseball) Arbitration Option	11
Rule 34.	Optional Arbitration Appeal Procedure	12

NOTICE: These Rules are the copyrighted property of JAMS. They cannot be copied, reprinted or used in any way without permission of JAMS, unless they are being used by the parties to an arbitration as the rules for that arbitration. If they are being used as the rules for an arbitration, proper attribution must be given to JAMS. If you wish to obtain permission to use our copyrighted materials, please contact JAMS at 949-224-1810.

Rule 1. Scope of Rules

(a) The JAMS Comprehensive Arbitration Rules and Procedures ("Rules") govern binding Arbitrations of disputes or claims that are administered by JAMS and in which the Parties agree to use these Rules or, in the absence of such agreement, any disputed claim or counterclaim that exceeds $250,000, not including interest or attorneys' fees, unless other Rules are prescribed.

(b) The Parties shall be deemed to have made these Rules a part of their Arbitration agreement whenever they have provided for Arbitration by JAMS under its Comprehensive Rules or for Arbitration by JAMS without specifying any particular JAMS Rules and the disputes or claims meet the criteria of the first paragraph of this Rule.

(c) The term "Party" as used in these Rules includes Parties to the Arbitration and their counsel or representative.

Rule 2. Party-Agreed Procedures

The Parties may agree on any procedures not specified herein or in lieu of these Rules that are consistent with the applicable law and JAMS policies (including, without limitation, Rules 30 and 31). The Parties shall promptly notify the JAMS Case Manager of any such Party-agreed procedures and shall confirm such procedures in writing. The Party-agreed procedures shall be enforceable as if contained in these Rules.

Rule 3. Amendment of Rules

JAMS may amend these Rules without notice. The Rules in effect on the date of the commencement of an Arbitration (as defined in Rule 5) shall apply to that Arbitration, unless the Parties have specified another version of the Rules.

Rule 4. Conflict with Law

If any of these Rules, or a modification of these Rules agreed on by the Parties, is determined to be in conflict with a provision of applicable law, the provision of law will govern, and no other Rule will be affected.

Rule 5. Commencing an Arbitration

(a) The Arbitration is deemed commenced when JAMS confirms in a Commencement Letter one of the following:

(i) The submission to JAMS of a post-dispute Arbitration agreement fully executed by all Parties and that specifies JAMS administration or use of any JAMS Rules; or

(ii) The submission to JAMS of a pre-dispute written contractual provision requiring the Parties to arbitrate the dispute or claim and which specifies JAMS administration or use of any JAMS Rules or which the Parties agree shall be administered by JAMS; or

(iii) The oral agreement of all Parties to participate in an Arbitration administered by JAMS or conducted pursuant to any JAMS Rules, confirmed in writing by the Parties; or

(iv) A court order compelling Arbitration at JAMS.

(b) The Commencement Letter shall confirm that one of the above requirements for commencement has been met and that JAMS has received any payment required under the applicable fee schedule. The date of commencement of the Arbitration is the date of the Commencement Letter.

(c) If a Party who has signed a pre-dispute written contractual provision specifying these Rules or JAMS administration fails to agree to participate in the Arbitration process, JAMS shall confirm in writing that Party's failure to respond or participate and, pursuant to Rule 22, the Arbitrator shall schedule, and provide appropriate notice of a Hearing or other opportunity for the Party demanding the Arbitration to demonstrate its entitlement to relief.

(d) The definition of "commencement" in these Rules is not intended to be applicable to any legal requirement, such as the statute of

limitations or a contractual limitations period, unless actually so specified by that requirement.

Rule 6. Administrative Conference

(a) The Case Manager may conduct an Administrative Conference with the Parties by telephone. The Administrative Conference may occur within seven (7) calendar days after the date of commencement of the Arbitration. Unless the Parties agree otherwise, if the Administrative Conference does not take place within the time specified above, the Case Manager shall proceed with the Arbitrator selection process pursuant to Rule 15 as if the Administrative Conference had, in fact, been held.

(b) The Case Manager shall answer any questions regarding these Rules and may discuss procedural matters such as the pleading or notice of claim sequence, Arbitrator selection, the Preliminary Conference process and the expectations of the Parties as to the length of the Arbitration Hearing. The Parties may agree to a date for the Hearing subject to Arbitrator availability. In the absence of agreement, the Hearing date shall be set by the Arbitrator pursuant to Rule 19(a).

(c) At the request of a Party and in the absence of Party agreement, JAMS may make a determination regarding the location of the Hearing, subject to Arbitrator review. In determining the location of the Hearing such factors as the subject matter of the dispute, the convenience of the Parties and witnesses and the relative resources of the Parties shall be considered.

(d) The Case Manager may convene, or the Parties may request, additional Administrative Conferences.

Rule 7. Number of Arbitrators and Appointment of Chairperson

(a) The Arbitration shall be conducted by one neutral Arbitrator unless all Parties agree otherwise. In these Rules, the term "Arbitrator" shall mean, as the context requires, the Arbitrator or the panel of Arbitrators in a tripartite Arbitration.

(b) In cases involving more than one Arbitrator the Parties shall agree on, or in the absence of agreement the Case Manager shall designate, the Chairperson of the Arbitration Panel. If the Parties and the Arbitrator agree, the Chairperson may, acting alone, decide discovery and procedural matters.

Rule 8. Service

(a) Service under these Rules is effected by providing one copy of the document with original signatures to each Party and two copies in the case of a sole Arbitrator and four copies in the case of a tripartite panel to the Case Manager. Service may be made by hand-delivery, overnight delivery service or U.S. mail. Service by any of these means is considered effective upon the date of deposit of the document. Service by facsimile transmission is considered effective upon transmission, but only if followed within one week of delivery by service of an appropriate number of copies and originals by one of the other service methods.

(b) In computing any period of time prescribed or allowed by these Rules for a Party to do some act within a prescribed period after the service of a notice or other paper on the Party and the notice or paper is served on the Party only by U.S. Mail, three (3) calendar days shall be added to the prescribed period.

Rule 9. Notice of Claims

(a) If a matter has been submitted for Arbitration after litigation has been commenced in court regarding the same claim or dispute, the pleadings in the court case, including the complaint and answer (with affirmative defenses and counterclaims), may be filed with JAMS within fourteen (14) calendar days of the date of commencement, and if so filed, will be considered part of the record of the Arbitration. It will be assumed that the existence of such pleadings constitutes appropriate notice to the Parties of such claims, remedies sought, counterclaims and affirmative defenses. If necessary, such notice may be supplemented pursuant to Rule 9(b).

(b) If a matter has been submitted to JAMS prior to or in lieu of the filing of a case in court or prior to the filing of an answer, the Parties shall give each other notice of their respective claims, remedies sought, counterclaims and

JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES

affirmative defenses (including jurisdictional challenges). Such notice may be served upon the other Parties and filed with JAMS, in the form of a demand for Arbitration, response or answer to demand for Arbitration, counterclaim or answer or response to counterclaim. Any pleading shall include a short statement of its factual basis.

(c) Notice of claims, remedies sought, counterclaims and affirmative defenses may be served simultaneously, in which case they should be filed with JAMS within fourteen (14) calendar days of the date of commencement of the Arbitration, or by such other date as the Parties may agree. The responding Parties may, however, in their sole discretion, wait to receive the notice of claim before serving any response, including counterclaims or affirmative defenses. In this case, the response, including counterclaims and affirmative defenses, should be served on the other Parties and filed with JAMS within fourteen (14) calendar days of service of the notice of claim. If the notice of claim has been served on the responding Parties prior to the date of commencement, the response, including counterclaims and affirmative defenses, shall be served within fourteen (14) calendar days from the date of commencement.

(d) Any Party that is a recipient of a counterclaim may reply to such counterclaim, including asserting jurisdictional challenges. In such case, the reply must be served on the other Parties and filed with JAMS within fourteen (14) calendar days of having received the notice of counterclaim. No claim, remedy, counterclaim or affirmative defense will be considered by the Arbitrator in the absence of prior notice to the other Parties, unless all Parties agree that such consideration is appropriate notwithstanding the lack of prior notice.

Rule 10. Changes of Claims

After the filing of a claim and before the Arbitrator is appointed, any Party may make a new or different claim. Such claim shall be made in writing, filed with JAMS and served on the other Parties. Any response to the new claim shall be made within fourteen (14) calendar days after service of such claim. After the Arbitrator is appointed, no new or different claim may be submitted except with the Arbitrator's approval. A Party may request a Hearing on this issue. Each Party has the right to respond to any new claim in accordance with Rule 9(c).

Rule 11. Interpretation of Rules and Jurisdictional Challenges

(a) Once appointed, the Arbitrator shall resolve disputes about the interpretation and applicability of these Rules and conduct of the Arbitration Hearing. The resolution of the issue by the Arbitrator shall be final.

(b) Whenever in these Rules a matter is to be determined by "JAMS" (such as in Rules 6(c), 11(d), 15(c), (g) or (i), 24(i) or 31(e)), such determination shall be made in accordance with JAMS' administrative procedures.

(c) Jurisdictional and arbitrability disputes, including disputes over the existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.

(d) Disputes concerning the appointment of the Arbitrator and the venue of the Arbitration, if that determination is relevant to the selection of the Arbitrator, shall be resolved by JAMS.

(e) The Arbitrator may upon a showing of good cause or sua sponte, when necessary to facilitate the Arbitration, extend any deadlines established in these Rules, provided that the time for rendering the Award may only be altered in accordance with Rules 22(i) or 24.

Rule 12. Representation

The Parties may be represented by counsel or any other person of the Party's choice. Each Party shall give prompt written notice to the Case Manager and the other Parties of the name, address and telephone and fax numbers of its representative. The representative of a Party may act on the Party's behalf in complying with these Rules.

Rule 13. Withdrawal from Arbitration

(a) No Party may terminate or withdraw from an Arbitration after the issuance of the Commencement Letter (see Rule 5) except by written agreement of all Parties to the Arbitration.

(b) A Party that asserts a claim or counterclaim may unilaterally withdraw that claim or counterclaim without prejudice by serving written notice on the other Parties and on the Arbitrator. However, the opposing Parties may, within fourteen (14) calendar days of service of notice of the withdrawal of the claim or counterclaim, request that the Arbitrator order that the withdrawal be with prejudice.

Rule 14. *Ex Parte* Communications

No Party may have any *ex parte* communication with a neutral Arbitrator regarding any issue related to the Arbitration. Any necessary ex parte communication with JAMS, whether before, during or after the Arbitration Hearing, shall be conducted through the Case Manager. The Parties may agree to permit *ex parte* communication between a Party and a non-neutral Arbitrator.

Rule 15. Arbitrator Selection and Replacement

(a) Unless the Arbitrator has been previously selected by agreement of the Parties, the Case Manager at the Administrative Conference may attempt to facilitate agreement among the Parties regarding selection of the Arbitrator.

(b) If the Parties do not agree on an Arbitrator, the Case Manager shall send the Parties a list of at least five (5) Arbitrator candidates in the case of a sole Arbitrator and ten (10) Arbitrator candidates in the case of a tripartite panel. The Case Manager shall also provide each Party with a brief description of the background and experience of each Arbitrator candidate.

(c) Within seven (7) calendar days of service by the Parties of the list of names, each Party may strike two (2) names in the case of a sole Arbitrator and three (3) names in the case of a tripartite panel, and shall rank the remaining Arbitrator candidates in order of preference. The remaining Arbitrator candidate with the highest composite ranking shall be appointed the Arbitrator.

(d) If this process does not yield an Arbitrator or a complete panel, JAMS shall designate the sole Arbitrator or as many members of the tripartite panel as are necessary to complete the panel.

(e) If a Party fails to respond to the list of Arbitrator candidates within seven (7) calendar days of service by the Parties of the list, the Case Manager shall deem that Party to have accepted all of the Arbitrator candidates.

(f) Entities whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of the Arbitrator selection process. JAMS shall determine whether the interests between entities are adverse for purposes of Arbitrator selection, considering such factors as whether the entities are represented by the same attorney and whether the entities are presenting joint or separate positions at the Arbitration.

(g) If, for any reason, the Arbitrator who is selected is unable to fulfill the Arbitrator's duties, a successor Arbitrator shall be chosen in accordance with this Rule. If a member of a panel of Arbitrators becomes unable to fulfill his or her duties after the beginning of a Hearing but before the issuance of an Award, a new Arbitrator will be chosen in accordance with this Rule unless, in the case of a tripartite panel, the Parties agree to proceed with the remaining two Arbitrators. JAMS will make the final determination as to whether an Arbitrator is unable to fulfill his or her duties, and that decision shall be final.

(h) Any disclosures regarding the selected Arbitrator shall be made as required by law or within ten (10) calendar days from the date of appointment. The obligation of the Arbitrator to make all required disclosures continues throughout the Arbitration process.

(i) At any time during the Arbitration process, a Party may challenge the continued service of an Arbitrator for cause. The challenge must be based upon information that was not available to the Parties at the time the Arbitrator was selected. A challenge for cause must be in writing and exchanged with opposing Parties who may respond within seven (7) days of service of the challenge. JAMS shall make the final determination on such challenge. Such determination shall take into account the

materiality of the facts and any prejudice to the parties. That decision will be final.

Rule 16. Preliminary Conference

At the request of any Party or at the direction of the Arbitrator, a Preliminary Conference shall be conducted with the Parties or their counsel or representatives. The Preliminary Conference may address any or all of the following subjects:

(a) The exchange of information in accordance with Rule 17 or otherwise;

(b) The schedule for discovery as permitted by the Rules, as agreed by the Parties or as required or authorized by applicable law;

(c) The pleadings of the Parties and any agreement to clarify or narrow the issues or structure the Arbitration Hearing;

(d) The scheduling of the Hearing and any prehearing exchanges of information, exhibits, motions or briefs;

(e) The attendance of witnesses as contemplated by Rule 21;

(f) The scheduling of any dispositive motion pursuant to Rule 18;

(g) The premarking of exhibits; preparation of joint exhibit lists and the resolution of the admissibility of exhibits;

(h) The form of the Award; and

(i) Such other matters as may be suggested by the Parties or the Arbitrator.

The Preliminary Conference may be conducted telephonically and may be resumed from time to time as warranted.

Rule 17. Exchange of Information

(a) The Parties shall cooperate in good faith in the voluntary, prompt and informal exchange of all non-privileged documents and other information relevant to the dispute or claim immediately after commencement of the Arbitration.

(b) The Parties shall complete an initial exchange of all relevant, non-privileged documents, including, without limitation, copies of all documents in their possession or control on which they rely in support of their positions, names of individuals whom they may call as witnesses at the Arbitration Hearing, and names of all experts who may be called to testify at the Arbitration Hearing, together with each expert's report that may be introduced at the Arbitration Hearing, within twenty-one (21) calendar days after all pleadings or notice of claims have been received. The Arbitrator may modify these obligations at the Preliminary Conference.

(c) Each Party may take one deposition of an opposing Party or of one individual under the control of the opposing Party. The Parties shall attempt to agree on the time, location and duration of the deposition, and if the Parties do not agree these issues shall be determined by the Arbitrator. The necessity of additional depositions shall be determined by the Arbitrator based upon the reasonable need for the requested information, the availability of other discovery options and the burdensomeness of the request on the opposing Parties and the witness.

(d) As they become aware of new documents or information, including experts who may be called upon to testify, all Parties continue to be obligated to provide relevant, non-privileged documents, to supplement their identification of witnesses and experts and to honor any informal agreements or understandings between the Parties regarding documents or information to be exchanged. Documents that have not been previously exchanged, or witnesses and experts not previously identified, may not be considered by the Arbitrator at the Hearing, unless agreed by the Parties or upon a showing of good cause.

(e) The Parties shall promptly notify the Case Manager when an unresolved dispute exists regarding discovery issues. The Case Manager shall arrange a conference with the Arbitrator, either by telephone or in person, and the Arbitrator shall decide the dispute. With the written consent of all Parties, and in accordance with an agreed written procedure, the Arbitrator may appoint a special master to assist in resolving a discovery dispute.

Rule 18. Summary Disposition of a Claim or Issue

(a) The Arbitrator shall decide a Motion for Summary Disposition of a particular claim or issue, either by agreement of all interested Parties or at the request of one Party, provided other interested Parties have reasonable notice to respond to the request.

(b) The Case Manager shall facilitate the Parties' agreement on a briefing schedule and record for the Motion. If no agreement is reached, the Arbitrator shall set the briefing and Hearing schedule and contents of the record.

Rule 19. Scheduling of Hearing

(a) The Arbitrator, after consulting with the Parties that have appeared, shall determine the date and time of the Hearing. The Arbitrator and the Parties shall attempt to schedule consecutive Hearing days if more than one day is necessary.

(b) If a Party has failed to answer a claim and the Arbitrator reasonably believes that the Party will not participate in the Hearing, the Arbitrator may set the Hearing without consulting with that Party. The non-participating Party shall be served with a Notice of Hearing at least thirty (30) calendar days prior to the scheduled date unless the law of the relevant jurisdiction allows for shorter notice.

Rule 20. Pre-Hearing Submissions

(a) Subject to any schedule adopted in the Preliminary Conference (Rule 16), at least fourteen (14) calendar days before the Arbitration Hearing, the Parties shall exchange a list of the witnesses they intend to call, including any experts, a short description of the anticipated testimony of each such witness, an estimate of the length of the witness's direct testimony, and a list of exhibits. In addition, at least fourteen (14) calendar days before the Arbitration Hearing, the Parties shall identify all exhibits intended to be used at the Hearing and exchange copies of such exhibits to the extent that any such exhibit has not been previously exchanged. The Parties should premark exhibits and shall attempt themselves to resolve any disputes regarding the admissibility of exhibits prior to the Hearing. The list of witnesses, with the description and estimate of the length of their testimony and the copies of all exhibits that the Parties intend to use at the Hearing, in pre-marked form, should also be provided to JAMS for transmission to the Arbitrator, whether or not the Parties have stipulated to the admissibility of all such exhibits.

(b) The Arbitrator may require that each Party submit concise written statements of position, including summaries of the facts and evidence a Party intends to present, discussion of the applicable law and the basis for the requested Award or denial of relief sought. The statements, which may be in the form of a letter, shall be filed with JAMS and served upon the other Parties, at least seven (7) calendar days before the Hearing date. Rebuttal statements or other pre-Hearing written submissions may be permitted or required at the discretion of the Arbitrator.

Rule 21. Securing Witnesses and Documents for the Arbitration Hearing

At the written request of another Party, all other Parties shall produce for the Arbitration Hearing all specified witnesses in their employ or under their control without need of subpoena. The Arbitrator may issue subpoenas for the attendance of witnesses or the production of documents. In the event a Party or a subpoenaed person objects to the production of a witness or other evidence, the Party may file an objection with the Arbitrator, who will promptly rule on the objection, weighing both the burden on the producing Party and the need of the proponent for the witness or other evidence.

Rule 22. The Arbitration Hearing

(a) The Arbitrator will ordinarily conduct the Arbitration Hearing in the manner set forth in these Rules. The Arbitrator may vary these procedures if it is determined reasonable and appropriate to do so.

(b) The Arbitrator shall determine the order of proof, which will generally be similar to that of a court trial.

(c) The Arbitrator shall require witnesses to testify under oath if requested by any Party, or otherwise in the discretion of the Arbitrator.

(d) Strict conformity to the rules of evidence is not required, except that the Arbitrator shall apply applicable law relating to privileges and work product. The Arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The Arbitrator may be guided in that determination by principles contained in the Federal Rules of Evidence or any other applicable rules of evidence. The Arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all Parties are afforded the opportunity to present material and relevant evidence.

(e) The Arbitrator shall receive and consider relevant deposition testimony recorded by transcript or videotape, provided that the other Parties have had the opportunity to attend and cross-examine. The Arbitrator may in his or her discretion consider witness affidavits or other recorded testimony even if the other Parties have not had the opportunity to cross-examine, but will give that evidence only such weight as the Arbitrator deems appropriate.

(f) The Parties will not offer as evidence, and the Arbitrator shall neither admit into the record nor consider, prior settlement offers by the Parties or statements or recommendations made by a mediator or other person in connection with efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.

(g) The Hearing or any portion thereof may be conducted telephonically with the agreement of the Parties or in the discretion of the Arbitrator.

(h) When the Arbitrator determines that all relevant and material evidence and arguments have been presented, the Arbitrator shall declare the Hearing closed. The Arbitrator may defer the closing of the Hearing until a date agreed upon by the Arbitrator and the Parties, to permit the Parties to submit post-Hearing briefs, which may be in the form of a letter, and/or to make closing arguments. If post-Hearing briefs are to be submitted, or closing arguments are to be made, the Hearing shall be deemed closed upon receipt by the Arbitrator of such briefs or at the conclusion of such closing arguments.

(i) At any time before the Award is rendered, the Arbitrator may, on his or her own initiative or on application of a Party for good cause shown, re-open the Hearing. If the Hearing is re-opened and the re-opening prevents the rendering of the Award within the time limits specified by these Rules, the time limits will be extended for an appropriate period of time.

(j) The Arbitrator may proceed with the Hearing in the absence of a Party who executed an Arbitration agreement, or who is otherwise bound to arbitrate, and who after receiving notice of the Hearing pursuant to Rule 19, fails to attend. The Arbitrator may not render an Award solely on the basis of the default or absence of the Party, but shall require any Party seeking relief to submit such evidence as the Arbitrator may require for the rendering of an Award. If the Arbitrator reasonably believes that a Party will not attend the Hearing, the Arbitrator may schedule the Hearing as a telephonic Hearing and may receive the evidence necessary to render an Award by affidavit. The notice of Hearing shall specify if it will be in person or telephonic.

(k) (i) Any Party may arrange for a stenographic or other record be made of the Hearing and shall inform the other Parties in advance of the Hearing. The requesting Party shall bear the cost of such stenographic record. If all other Parties agree to share the cost of the stenographic record, it shall be made available to the Arbitrator and may be used in the proceeding.

(ii) If there is no agreement to share the cost of the stenographic record, it may be provided to the Arbitrator and may not be used in the proceeding unless the Party arranging for the stenographic record either agrees to provide access to the stenographic record at no charge or on terms that are acceptable to the Parties and the reporting service.

(iii) If the Parties agree to an Optional Arbitration Appeal Procedure (see Rule 34), they shall ensure that a stenographic or other record is made of the Hearing and shall share the cost of that record.

(iv) The Parties may agree that the cost of the stenographic record shall or shall not be allocated by the Arbitrator in the Award.

Rule 23. Waiver of Hearing

The Parties may agree to waive the oral Hearing and submit the dispute to the Arbitrator for an Award based on written submissions and other evidence as the Parties may agree.

Rule 24. The Award

(a) Absent good cause for an extension, and except as provided in Rule 22(i), the Arbitrator shall render the Award within thirty (30) calendar days after the date of the closing of the Hearing (as defined in Rule 22(h)) or, if a Hearing has been waived, within thirty (30) calendar days after the receipt by the Arbitrator of all materials specified by the Parties. The Arbitrator shall provide the Award to the Case Manager for issuance in accordance with this rule.

(b) Where a panel of Arbitrators has heard the dispute, the decision and Award of a majority of the panel shall constitute the Arbitration Award and shall be binding on the Parties.

(c) Unless the Parties specify a different standard, in determining the Award the Arbitrator shall be guided by principles of law and equity as applied to the facts found at the Arbitration Hearing. The Arbitrator may grant any remedy or relief that is just and equitable and within the scope of the Parties' agreement, including but not limited to specific performance of a contract.

(d) In addition to the final Award, the Arbitrator may make other decisions, including interim or partial rulings, orders and Awards.

(e) Interim Measures. The Arbitrator may take whatever interim measures are deemed necessary, including injunctive relief and measures for the protection or conservation of property and disposition of disposable goods. Such interim measures may take the form of an interim Award, and the Arbitrator may require security for the costs of such measures. Any recourse by a Party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(f) In any Award, order or ruling, the Arbitrator may also assess Arbitration fees, Arbitrator compensation and expenses if provided by agreement of the Parties, allowed by applicable law or pursuant to Rule 31(c), in favor of any Party.

(g) The Award will consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless all Parties agree otherwise, the Award shall also contain a concise written statement of the reasons for the Award.

(h) After the Award has been rendered, and provided the Parties have complied with Rule 31, the Award shall be issued by serving copies on the Parties. Service may be made by U.S. Mail. It need not be sent certified or registered.

(i) Within seven (7) calendar days after issuance of the Award, any Party may serve upon the other Parties and on JAMS a request that the Arbitrator correct any computational, typographical or other error in an Award, or the Arbitrator may sua sponte propose to correct such errors in an Award. A Party opposing such correction shall have seven (7) calendar days in which to file any objection. The Arbitrator may make any necessary and appropriate correction to the Award within fourteen (14) calendar days of receiving a request or seven (7) calendar days after the Arbitrator's proposal to do so. The corrected Award shall be served upon the Parties in the same manner as the Award.

(j) The Award is considered final, for purposes of either an Optional Arbitration Appeal Procedure pursuant to Rule 34 or a judicial proceeding to enforce, modify or vacate the Award pursuant to Rule 25, fourteen (14) calendar days after service is deemed effective if no request for a correction is made, or as of the effective date of service of a corrected Award.

Rule 25. Enforcement of the Award

Proceedings to enforce, confirm, modify or vacate an Award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. or applicable state law.

Rule 26. Confidentiality and Privacy

(a) The Case Manager and the Arbitrator shall maintain the confidential nature of the Arbitration proceeding and the Award, including the Hearing, except as necessary in connection with a judicial challenge to or enforcement of an Award, or unless otherwise required by law or judicial decision.

(b) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

(c) Subject to the discretion of the Arbitrator or agreement of the Parties, any person having a direct interest in the Arbitration may attend the Arbitration Hearing. The Arbitrator may exclude any non-Party from any part of a Hearing.

Rule 27. Waiver

(a) If a Party becomes aware of a violation of or failure to comply with these Rules and fails promptly to object in writing, the objection will be deemed waived, unless the Arbitrator determines that waiver will cause substantial injustice or hardship.

(b) If any Party becomes aware of information that could be the basis of a challenge for cause to the continued service of the Arbitrator, such challenge must be made promptly, in writing, to the Arbitrator or JAMS. Failure to do so shall constitute a waiver of any objection to continued service by the Arbitrator.

Rule 28. Settlement and Consent Award

(a) The Parties may agree, at any stage of the Arbitration process, to submit the case to JAMS for mediation. The JAMS mediator assigned to the case may not be the Arbitrator or a member of the Appeal Panel, unless the Parties so agree pursuant to Rule 28(b).

(b) The Parties may agree to seek the assistance of the Arbitrator in reaching settlement. By their written agreement to submit the matter to the Arbitrator for settlement assistance, the Parties will be deemed to have agreed that the assistance of the Arbitrator in such settlement efforts will not disqualify the Arbitrator from continuing to serve as Arbitrator if settlement is not reached; nor shall such assistance be argued to a reviewing court as the basis for vacating or modifying an Award.

(c) If, at any stage of the Arbitration process, all Parties agree upon a settlement of the issues in dispute and request the Arbitrator to embody the agreement in a Consent Award, the Arbitrator shall comply with such request unless the Arbitrator believes the terms of the agreement are illegal or undermine the integrity of the Arbitration process. If the Arbitrator is concerned about the possible consequences of the proposed Consent Award, he or she shall inform the Parties of that concern and may request additional specific information from the Parties regarding the proposed Consent Award. The Arbitrator may refuse to enter the proposed Consent Award and may withdraw from the case.

Rule 29. Sanctions

The Arbitrator may order appropriate sanctions for failure of a Party to comply with its obligations under any of these Rules. These sanctions may include, but are not limited to, assessment of costs, exclusion of certain evidence, or in extreme cases ruling on an issue submitted to Arbitration adversely to the Party who has failed to comply.

Rule 30. Disqualification of the Arbitrator as a Witness or Party and Exclusion of Liability

(a) The Parties may not call the Arbitrator, the Case Manager or any other JAMS employee or agent as a witness or as an expert in any pending or subsequent litigation or other proceeding involving the Parties and relating to the dispute that is the subject of the Arbitration. The Arbitrator, Case Manager and other JAMS employees and agents are also incompetent to testify as witnesses or experts in any such proceeding.

(b) The Parties shall defend and/or pay the cost (including any attorneys' fees) of defending the Arbitrator, Case Manager and/or JAMS from any subpoenas from outside Parties arising from the Arbitration.

(c) The Parties agree that neither the Arbitrator, Case Manager nor JAMS is a necessary Party in any litigation or other proceeding relating to the Arbitration or the subject matter

of the Arbitration, and neither the Arbitrator, Case Manager nor JAMS, including its employees or agents, shall be liable to any Party for any act or omission in connection with any Arbitration conducted under these Rules, including but not limited to a recusal by the Arbitrator.

Rule 31. Fees

(a) Each Party shall pay its pro-rata share of JAMS fees and expenses as set forth in the JAMS fee schedule in effect at the time of the commencement of the Arbitration, unless the Parties agree on a different allocation of fees and expenses. To the extent possible, the allocation of such fees and expenses shall not be disclosed to the Arbitrator. JAMS agreement to render services is jointly with the Party and the attorney or other representative of the Party in the Arbitration.

(b) JAMS requires that the Parties deposit the fees and expenses for the Arbitration prior to the Hearing and may preclude a Party that has failed to deposit its pro-rata or agreed-upon share of the fees and expenses from offering evidence of any affirmative claim at the Hearing. JAMS may waive the deposit requirement upon a showing of good cause.

(c) The Parties are jointly and severally liable for the payment of the fees and expenses of JAMS. The Arbitrator may in the Award assess such fees and expenses or any part thereof against any Party. In the event that one Party has not appeared and the other Party has paid the full amount of the fees, upon request the Arbitrator shall Award the defaulting Party's share of the fee obligation against it and in favor of the Party that has paid. In addition, the Arbitrator may Award against any Party any costs or fees that the Party owes with respect to the Arbitration.

(d) JAMS may defer issuance of an Arbitration Award rendered by the Arbitrator if any and/or all outstanding invoices are not paid. If JAMS declines to issue an Arbitration Award in accordance with this Rule, it shall not be issued to any Party.

(e) Entities whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of JAMS' assessment of fees. JAMS shall determine whether the interests between entities are adverse for purpose of fees, considering such factors as whether the entities are represented by the same attorney and whether the entities are presenting joint or separate positions at the Arbitration.

Rule 32. Bracketed (or High-Low) Arbitration Option

(a) At any time before the issuance of the Arbitration Award, the Parties may agree, in writing, on minimum and maximum amounts of damages that may be awarded on each claim or on all claims in the aggregate. The Parties shall promptly notify the Case Manager, and provide to the Case Manager a copy of their written agreement setting forth the agreed-upon maximum and minimum amounts.

(b) The Case Manager shall not inform the Arbitrator of the agreement to proceed with this option or of the agreed-upon minimum and maximum levels without the consent of the Parties.

(c) The Arbitrator shall render the Award in accordance with Rule 24.

(d) In the event that the Award of the Arbitrator is in between the agreed-upon minimum and maximum amounts, the Award shall become final as is. In the event that the Award is below the agreed-upon minimum amount, the final Award issued shall be corrected to reflect the agreed-upon minimum amount. In the event that the Award is above the agreed-upon maximum amount, the final Award issued shall be corrected to reflect the agreed-upon maximum amount.

Rule 33. Final Offer (or Baseball) Arbitration Option

(a) Upon agreement of the Parties to use the option set forth in this Rule, at least seven (7) calendar days before the Arbitration Hearing, the Parties shall exchange and provide to the Case Manager written proposals for the amount of money damages they would offer or demand, as applicable, and that they believe to be appropriate based on the standard set forth in Rule 24 (c). The Case Manager shall promptly provide a copy of the Parties' proposals to the Arbitrator, unless the Parties agree

that they should not be provided to the Arbitrator. At any time prior to the close of the Arbitration Hearing, the Parties may exchange revised written proposals or demands, which shall supersede all prior proposals. The revised written proposals shall be provided to the Case Manager who shall promptly provide them to the Arbitrator, unless the Parties agree otherwise.

(b) If the Arbitrator has been informed of the written proposals, in rendering the Award the Arbitrator shall choose between the Parties' last proposals, selecting the proposal that the Arbitrator finds most reasonable and appropriate in light of the standard set forth in Rule 24(c). This provision modifies rule 24(g) in that no written statement of reasons shall accompany the Award.

(c) If the Arbitrator has not been informed of the written proposals, the Arbitrator shall render the Award as if pursuant to Rule 24, except that the Award shall thereafter be corrected to conform to the closest of the last proposals, and the closest of the last proposals will become the Award.

(d) Other than as provided herein, the provisions of Rule 24 shall be applicable.

Rule 34. Optional Arbitration Appeal Procedure

At any time before the Award becomes final pursuant to Rule 24, the Parties may agree to the JAMS Optional Arbitration Appeal Procedure. All Parties must agree in writing for such procedure to be effective. Once a Party has agreed to the Optional Arbitration Appeal Procedure, it cannot unilaterally withdraw from it, unless it withdraws, pursuant to Rule 13, from the Arbitration.