



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF



June 27, 2017

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

Dear Supervisors:

**APPROVE AMENDMENT NUMBER ONE TO AGREEMENT
FOR LAW ENFORCEMENT SERVICES WITH SOUTHERN
CALIFORNIA REGIONAL RAIL AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks delegated authority for the Sheriff to execute Amendment Number One to Law Enforcement Services Agreement Number 78504/SCRRA Number SP466-16 (Agreement) with the Southern California Regional Rail Authority (SCRRA) to extend the term of the Agreement from July 1, 2017, through June 30, 2018.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent of the County, to execute Amendment Number One to the Agreement to extend the term of the Agreement for the period from July 1, 2017, through June 30, 2018, at a total annual cost not to exceed \$8,491,683.
2. Delegate authority to the Sheriff to execute amendments to the Agreement including those that increase or decrease the contract amount and/or modify the scope of services as requested by SCRRA.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23-E June 27, 2017

LORI GLASGOW
EXECUTIVE OFFICER

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to request delegated authority for the Sheriff to execute Amendment Number One to the Agreement to continue to provide SCRRRA with law enforcement services (Services) for an additional year from July 1, 2017, through June 30, 2018. The current Agreement was approved by the Board on June 14, 2016, and expires on June 30, 2017.

The Agreement with SCRRRA has provided benefits to the County and the entire Southern California region as a whole, primarily resulting in greater visibility and faster response times to Metrolink train incidents. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime, as a result of serving SCRRRA within the County and Southern California region.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; Goal 2, Community Support and Responsiveness; and Goal 3, Integrated Services Delivery, by maintaining a law enforcement presence throughout the SCRRRA system.

FISCAL IMPACT/FINANCING

None. During the extension period, SCRRRA shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for Fiscal Year (FY) 2017-18. The Agreement specifies that the billing rates are adjusted at the beginning of every FY as determined by the Auditor-Controller, pursuant to policies and procedures adopted by the Board. Taking into account the increased billing rates for FY 2017-18, the total annual cost shall not exceed \$8,491,683.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment Number One will: (1) allow for the continued provision of Services to SCRAA by the Department from July 1, 2017, through June 30, 2018; (2) update the billing rates for FY 2017-18; (3) establish a total annual cost not to exceed \$8,491,683 for FY 2017-18; and (4) update the Standards of Performance and the Scope of Services.

The Honorable Board of Supervisors
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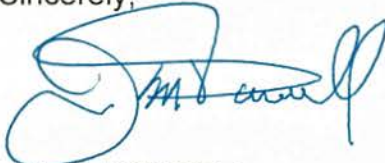
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This extension will continue the quality of Services and public safety to the citizens who rely on SCRRA for transportation within the County and Southern California region. Both the County and SCRRA benefit from the collaborative effects by utilizing County resources in the most efficient manner. There are no anticipated negative impacts in the County.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim McDonnell", is written over a large, stylized blue scribble.

JIM McDONNELL
SHERIFF



AMENDMENT NO. 1 TO CONTRACT NO. SP466-16

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND COUNTY OF LOS ANGELES

FOR

LAW ENFORCEMENT SERVICES

This Contract Agreement Amendment, effective June 5, 2017 is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "AUTHORITY") and COUNTY OF LOS ANGELES (hereinafter "COUNTY").

R E C I T A L S

WHEREAS:

- I. AUTHORITY and COUNTY entered into an agreement for commuter rail law enforcement services by the Los Angeles County Sheriff's Department (hereinafter referred to as Sheriff's Department) on July 1, 2016.
- II. The AUTHORITY hereby amends the Agreement under Amendment No. 1 to revise Article 2, Period of Performance to extend the contract period for one year from July 1, 2017 to June 30, 2018; revise Article 20, Standards of Performance, paragraph A; replace Attachment A, Scope of Services, in its entirety; and replace Attachment B, Price Sheet, in its entirety.

NOW, THEREFORE, AUTHORITY and COUNTY hereby:

- I. Amend Article 2, Period of Performance, to delete paragraph and replace with the following:

The period of performance shall be for one year and shall commence on July 1, 2017 and shall expire on June 30, 2018, unless sooner terminated by AUTHORITY or extended as provided in this Agreement, upon mutual and written consent of both parties, 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. This Agreement will be funded on a fiscal year basis.

- II. Amend Article 20, Standards of Performance, to delete paragraph A and replace in its entirety.
- III. Replace Attachment A, Scope of Services, in its entirety.
- IV. Replace Attachment B, Price Schedule, in its entirety for FY 2017-18.
- V. As hereby amended, the Contract Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement Amendment to be executed as of the day first above written.

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY

COUNTY OF LOS ANGELES

By: _____
Arthur T. Leahy
Chief Executive Officer

By: _____
Jim McDonnell
Sheriff

APPROVED AS TO FORM:

Don O. Del Rio
General Counsel

Southern California Regional Rail Authority

**Article 20, Standards of Performance
Paragraph A**

20. STANDARDS OF PERFORMANCE

A. AUTHORITY Project Manager, annually, in consultation with the COUNTY Commanding Officer, will review the performance of COUNTY and develop standards of performance for the forthcoming year. The standards of performance shall be as follows unless otherwise modified by the parties in writing. Failure to achieve the required performance measures shall result in the LASD providing the AUTHORITY with the additional services not obtained for the month at no expense to AUTHORITY.

LASD

Key Performance Indicators

Outputs	Performance Measures	Explanation	Source	Reporting*
Train Rides	The number of trains ridden compared to the total number of trains operated each week	The purpose is to measure the frequency of trains ridden within the operational system	System-wide Crime and Arrest Report	525 trains a month
ROW Enforcement	The number of hours dedicated to ROW enforcement each week	The purpose is to measure the number of hours and citations issued at the ROW's	System-wide Crime and Arrest Report	144 Hours a month
Stations and Platforms Audits	The number of audits completed each week	The purpose is to audit the stations and platforms to ensure a safe and secure environment	Stations Inspections	8 Audits a month
Fare Enforcement Operations	The number of Fare Enforcement Operations each week	The purpose is to conduct a Fare Enforcement Operations	System-wide Crime and Arrest Report	12 Operations per month
Trespasser Encampment Operations	The number of Trespasser encampments reported	The purpose is to respond and investigate Trespasser encampments	SilverTrac	48 Hour Response
Grade Crossing Operations	The number of grade crossing operations per week	The purpose is to conduct grade crossing operations each week	System-wide Crime and Arrest Report	30 Operations per month
Layover Facilities Inspections	The number of Layover Facilities inspected	The purpose us to conduct an inspection at a layover facility	System-wide Crime and Arrest Report	12 Inspections per month

* Numbers will be adjusted when Metrolink changes staffing levels.

Attachment A
Scope of Services

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. SP466-16
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 (ROW) in the six counties along the METROLINK service corridor and operating on the lines of other freight railroads. METROLINK covers 536 route miles and serves more than 59 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's Department shall coordinate services and negotiate agreements with outside law enforcement agencies in the METROLINK system area.

3.1 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 Los Angeles County Sheriff's Department 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 Bureau without additional cost to the AUTHORITY. For the purpose of this Scope of Work, specialized units can be provided by other agencies under mutual aid agreements.

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

Other related services include the following:

Operations

1. Directly respond to all incidents aboard commuter rail trains requiring law enforcement presence or services.
2. Investigate, follow-up, and prepare legal documents and case filings for Authority - related crimes including on-board incidents and those along the Authority ROW patrolled by other agencies.
3. Participate in educational or training programs on rail safety, crime prevention, advocacy, and traffic safety.
4. Perform traffic enforcement and community services relative to AUTHORITY operations solely at times and locations designated in advance by AUTHORITY to COUNTY.
5. 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 Sheriff's Department shall provide a monthly report of all fare enforcement activities. The Sheriff's Department shall initiate periodic fare enforcement "sweeps independent of AUTHORITY'S operations contractor. These sweeps must be coordinated with the AUTHORITY Security Manager.
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 (4 hours each) for new conductors and remedial classes as needed.
3. Manage and maintain 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.

Law Enforcement 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 AUTHORITY with monthly reports on ROW citations, ROW warnings, enforcement operations, and traffic citations at Highway-Rail Grade Crossings issued by the Sheriff's Department.
9. Coordinate post incident law enforcement response debriefings with the handling law enforcement agency and LASO Metrolink Bureau following an incident. This debriefing will be facilitated by the Sheriff's Department and Security Manager. These debriefings will help strengthen relationships while identifying areas of improvements.

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 Law Enforcement Roll Call Training for outside (local) law enforcement.
 4. Provide required training for Sheriff's Department 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 centralized communications center serving the six county areas to dispatch and coordinate law enforcement personnel and mutual aid emergency response teams. Provide radio coverage for all law enforcement personnel and vehicles in the six county areas.
3. Furnish all supervision, equipment, and supplies to maintain the level of required service.

3.2 RIGHT-OF-WAY LAW ENFORCEMENT SERVICES

Services included within this Scope of Work consist of patrolling the ROW 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.

The Sheriff's Department 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 ROW
- 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 provision of law enforcement services.

The police departments along the ROW are expected to provide routine and emergency service to the trains, stations and parking lots within their jurisdictions (as defined in the respective MOUs).

4.0 DEPLOYMENT OF PERSONNEL

Services performed hereunder and specifically requested by the AUTHORITY shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel form (Attachment B, Price Schedule).

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 not to exceed 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 AUTHORITY and the Sheriff or his designee and attached to this Agreement as an Amendment to the level of service and the not to exceed 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 ESTIMATED BUDGET

The AUTHORITY Board approves budget estimates for each fiscal year. In accordance with Section 1D of the Agreement, the Sheriff's Department shall specify estimated costs by March of each contract year for annual escalators based on negotiated union contracts.

Supplemental Law enforcement services may be required for charters. This item will not be included in the scope of work. The Sheriff's Department will identify a separate billing rate by unit for use in such instances.

Compensation for additional base services law enforcement services due to expansion in the METROLINK system, during the term 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.