

OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES HALLOF JUSTICE



JIM MCDONNELL, SHERIFF

June 12, 2018

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

53 June 12, 2018

CELIA ZAVALA ACTING EXECUTIVE OFFICER

Dear Supervisors:

County of Los Angeles

500 West Temple Street

Los Angeles, California 90012

The Honorable Board of Supervisors

383 Kenneth Hahn Hall of Administration

APPROVE AMENDMENT NUMBER TWO 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 Two 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, 2018, through June 30, 2021, with an optional two-year extension period from July 1, 2021, through June 30, 2023.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Sheriff, or his designee, as an agent of the County, to execute Amendment Number Two to the Agreement, substantially similar to the attached Amendment Number Two, with SCRRA to extend the term of the Agreement from July 1, 2018, through June 30, 2021, at a total contract cost not to exceed \$27,600,000.
- 2. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to exercise the optional two-year term and extend the term of the Agreement from July 1, 2021, through June 30, 2023.

211 West Temple Street, Los Angeles, California 90012

A Tradition of Service

The Honorable Board of Supervisors June 12, 2018 Page 2

3. Delegate authority to the Sheriff, or his designee, 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.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to request delegated authority for the Sheriff, or his designee, to execute Amendment Number Two to the Agreement to continue to provide SCRRA with law enforcement services (Services) for an additional three years from July 1, 2018, through June 30, 2021, with an optional two-year extension from July 1, 2021, through June 30, 2023. The current Agreement was approved by the Board on June 14, 2016, and expires on June 30, 2018.

The Agreement with SCRRA 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 SCRRA 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 3 III.3, Operational Effectiveness/Fiscal Sustainability, by maintaining a law enforcement presence throughout the SCRRA system.

FISCAL IMPACT/FINANCING

None. During the extension period, SCRRA shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for Fiscal Year (FY) 2018-19. 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 adjusted billing rates for each FY, the total contract cost shall not exceed \$27,600,000 for the period from July 1, 2018, through June 30, 2021.

The Honorable Board of Supervisors June 12, 2018 Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 14, 2017, the Board approved Amendment Number One to the Agreement, which extended the term of the Agreement from July 1, 2017, through June 30, 2018. This Amendment will: (1) allow for the continued provision of Services to SCRAA by the Department from July 1, 2018, through June 30, 2021, with an optional two-year extension; (2) update the billing rates for FY 2018-19; (3) establish a total contract cost not to exceed \$27,600,000 for the period from July 1, 2018, through June 30, 2021; and (4) update the Standards of Performance and the scope of services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement 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,

JIM McDONNELL, SHERIFF

HE DEMARS

JÍLL SERRANO ASSISTANT SHERIFF



SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY 900 Wilshire Blvd. Suite 1500 Los Angeles, CA 90017

metrolinktrains.com

AMENDMENT NO. 2 TO CONTRACT NO. SP466-16

BETWEEN

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

COUNTY OF LOS ANGELES

FOR

LAW ENFORCEMENT SERVICES

This Contract Amendment, effective ______, is entered into by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter "Authority") and COUNTY OF LOS ANGELES (hereinafter "County").

RECITALS

WHEREAS:

- I. Authority and County entered into an agreement for commuter rail law enforcement services by the Los Angeles County Sheriff's Department (hereinafter "LASD") on July 1, 2016.
- II. Effective June 5, 2017, the Authority amended the agreement under Amendment No. 1 to revise the Period of Performance by extending 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.
- III. The Authority hereby amends the Agreement under this Amendment No. 2 to revise Article 2, Period of Performance, to extend the contract period for three years from July 1, 2018 to June 30, 2021 with a two-year extension option; revise Article 20, Standards of Performance, paragraph A chart; and replace Attachment B, Price Sheet, in its entirety.

NOW, THEREFORE, Authority and County hereby:

I. Amend Article 2, Period of Performance, as follows to extend the term of the Agreement for three years with a two-year extension option:

The period of performance shall commence on July 1, 2016 and expire on June 30, 2021, unless sooner terminated by AUTHORITY or extended as provided in this Agreement. The period of performance may be extended for one two-year period upon the mutual and written consent of both parties. COUNTY shall provide AUTHORITY with no less than twelve 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 the chart in paragraph A in its entirety and replace it with the LASD Key Performance Indicators (KPI's)_chart attached hereto.
- III. Delete Attachment B, Price Schedule, in its entirety and replace it with Attachment B, Price Schedule, attached hereto, for FY 2018-2019.
- IV. As hereby amended, the Agreement remains in full force and effect.

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

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY COUNTY OF LOS ANGELES

By:

Ву: _____

Arthur T. Leahy Chief Executive Officer

APPROVED AS TO FORM: DON DEL RIO GENERAL COUNSEL

By: ______ B

APPROVED AS TO FORM: MARY C. WICKHAM COUNTY COUNSEL

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LASD Key Performance Indicators (KPI's)

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	675 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	275 hours a month
Street Car/VIPR Fare Enforcement Operations	The number of Enforcement Operations each week	The purpose is to conduct Street Car/VIPR Enforcement Operations	System- wide Crime and Arrest Report	45 operations per month
Trespasser Encampment Operations	95 percent of all calls handled within 48-hour time frame	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	85 operations per month
Timeline for Significant public safety Delays	Timeline of mitigation efforts provided to staff within 3 business days of incident	The purpose is to provide mitigation efforts taken in order to expedite the release of trains	Mitigation Timeline Report	Timeline to be provided to security manger following an incident

PRICE SCHEDULE FOR 2018-2019

Attachment B

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Southern California Regional Railroad Authority Metrolink

PRICE SCHEDULE

FISCAL YEAR: <u>2018-2019</u>		EFFECTIVE DAT SERVICE LEVEL INFORMATIO	<u>7/1/2018</u>		
CODE SERVICE UNITS	SERVICE LINITS	TOTAL SERVICE	CONTRACT LAW		
		NEW	PREVIOUS	CHANGE	USE ONLY
	Deputy Sheriff Service Unit, Non-Relief	2	1	1.00	
	Deputy Sheriff Service Unit, 40 Hour	6	8	-2.00	
	Deputy Sheriff Service Unit, 56 Hour	12	12	0.00	
	Deputy Sheriff Bonus I, Non-Relief	0	0	0.00	
	Deputy Sheriff Bonus I, Canine Non-Relief	3	3	0.00	
	Railroad Investigator	2	2	0.00	

HOURS OF SERVICE						
SERVICE UNITS	Units Purchased	Yearly Hours Per Service Unit	Annual Goal (Hours)	Annual Goal (Minutes)	CONTRACT LAW USE ONLY	
Deputy Sheriff Service Unit, Non-Relief	2	1,789	3,578	214,680		
Deputy Sheriff Service Unit, 40 Hour	6	2,086	12,516	750,960		
Deputy Sheriff Service Unit, 56 Hour	12	2,920	35,040	2,102,400		
Deputy Sheriff Bonus I, Non-Relief	0	1,789	0	0		
Deputy Sheriff Bonus I, Canine Non-Relief	3	1,789	5,367	322,020		
Railroad Investigator	2	1,789	3,578	214,680		
	T	otal Annual Goals:	60,079	3,604,740		

C	ESTIMATED CHARGES					
SERVICE UNITS	Unit Cost	Total Units Purchased	Total Estimated Unit Cost	Personnel Required	CONTRACT LAW USE ONLY	
Deputy Sheriff Service Unit, Non-Relief	274.697.17	2	549,394.34	2.00		
Deputy Sheriff Service Unit, 40 Hour	302,166,89	- 6	1,813,001.33	7.00		
Deputy Sheriff Service Unit, 56 Hour	423,033.64	12	5,076,403.72	19.58		
Deputy Sheriff Bonus I, Non-Relief	290,917.50	0	0.00	0.00		
Deputy Sheriff Bonus I, Canine Non-Relief	290,917.50	3	872,752.51	3.00		
Railroad Investigator	206,424.10	2	412,848.20	2.00	100	
Canine Support	6664.55	3	19,993.65			
ESTIMATED COST FOR SERVICE UNITS	ESTIMATED COST FOR SERVICE UNITS					
				PERSONNEL		
			Deputy	29		
			Deputy B-1	3	2	
			Railroad Investigator	<u> </u>		

REPORT PREPARED BY:	· · · · · · · · · · · · · · · · · · ·	DATE:	
SHERIFF APPROVAL:		DATE:	
UNIT COMMANDER METROLINK APPROVAL:		DATE	
AGENT OF			
PROCESSED AT CLEB BY:		DATE:	
BILLING MEMO REQUIRED AND SUBMITTED: (PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED: ORGANIZATIONAL CHART REQUIRED AND SUBMITTED: DUTY STATEMENT REQUIRED AND SUBMITTED:	YES	Ю	
MINUTE PROGRAM UPDATED: Revised: 04/20/2018: DDT			

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AMENDMENT NO. 2 TO CONTRACT NO. SP466-16

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SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

AND

COUNTY OF LOS ANGELES

FOR

LAW ENFORCEMENT SERVICES

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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

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			Deputy B-1	3		
			Railroad Investigator	2		

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SHERIFF APPROVAL:		DATE:	
METROLINK APPROVAL:		DATE:	
AGENT OF			
PROCESSED AT CLEB BY:		DATE:	
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Revised: 04/20/2018: DDT

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