County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
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First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 15, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AGREEMENT WITH THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY TO PROVIDE FOR ONE HALF TIME OF THE SERVICES OF SAMANTHA BRICKER (ALL DISTRICTS AFFECTED) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve an Agreement with the Exposition Metro Line Construction Authority (Authority), under which the County of Los Angeles will be reimbursed for all employee salary and benefit costs as specified in the Agreement, for the services of Samantha Bricker while she is on loan to them on a half-time basis effective upon its execution by the authorized representatives of both the County and the Authority, and shall continue for six months; thereafter renewable month-to-month by the authorized representatives.

2. Authorize the Executive Officer, Board of Supervisors, to execute an Agreement between the County of Los Angeles and the Authority substantially similar to the attached Agreement providing for the assignment of Samantha Bricker for six months, and further authorize the Executive Officer to extend the Agreement on a month-to-month basis.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement constitutes a plan to loan a Los Angeles County employee on a half-time basis to the Authority for the purpose of assisting them by carrying out the responsibilities of the Authority's Chief Operating Officer. Ms. Bricker's knowledge and experience will lend the financial and managerial expertise needed for the construction of the Exposition light rail line.

Implementation of Strategic Plan Goals

Approval will further the County Strategic Service Excellence and Community Services goals by providing the public with quality services responsive to communities' specific needs.

FISCAL IMPACT/FINANCING

Under this Agreement, the Authority will be responsible for all employee salary and benefit costs for Samantha Bricker's assignment with the Authority.

There will be no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

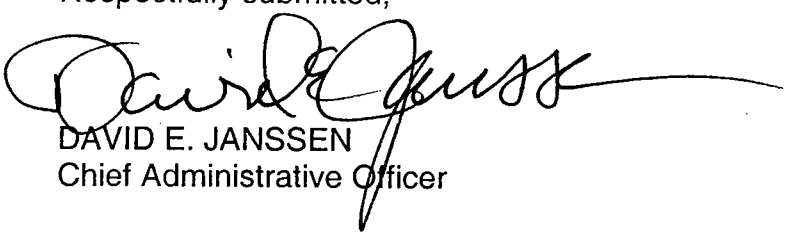
The County is authorized pursuant to Section 56 ¾, Article XII of the Charter of the County of Los Angeles to perform any of the functions of a public agency in the County upon request.

The term is to commence upon approval by the authorized representatives of both the County and the Authority and shall continue for six months. Thereafter, it may be renewed month to month by mutual agreement of the authorized representatives of the County and of the Authority. The Authority maintains that the assignment of Samantha Bricker would be a benefit in meeting a compelling management need. The Agreement will be reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Agreement will serve a sound mutual purpose by enabling program needs of both the Authority and the County of Los Angeles to be met.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SRH:PHG

Attachment

c: Auditor-Controller
County Counsel
Executive Officer, Board of Supervisors

AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY FOR REIMBURSEMENT OF PERSONNEL COSTS

This Agreement is entered into by and between the County of Los Angeles, a body corporate and politic, organized and existing under the constitution and laws of the State of California (hereinafter referred to as the "County"), by and through its Executive Office, and the Exposition Metro Line Construction Authority, a joint powers authority organized and existing under the laws of the State of California (hereinafter referred to as the "Authority").

RECITALS

WHEREAS, the Authority is desirous of obtaining the services of Samantha Bricker as Chief Operating Officer to oversee, among other matters, financing, procurement, contract administration and government and media relations for the Authority during the construction of the Exposition light rail line; and,

WHEREAS, the County is authorized pursuant to Section 56 3/4, Article XII of the Charter of the County of Los Angeles to perform any of the functions of a public agency in the County upon request,

NOW, THEREFORE, in consideration of the mutual covenants herein the County and the Authority agree as follows:

SECTION 1. Work Statement. The County, through the Executive Office, shall provide one half time of the services of Samantha Bricker to the Authority, for the purpose of assisting in carrying out the functions of the Authority.

SECTION 2. Payment. (a) The Authority will pay to the County of Los Angeles the actual costs of one half time of the services of Samantha Bricker as required under the terms of this Agreement, including the salary, bonuses, and all benefits, including but not limited to employee's retirement, health, life and dental insurance, and Worker's Compensation benefits at such rates as shall be determined by the Auditor-Controller of the County ("Auditor-Controller") to be the actual costs therein in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the Auditor-Controller, may increase after the date of execution of this Agreement by any amendments to the County of Los Angeles salary or other ordinance.

(b) County shall tender to the Authority within thirty (30) days of the end of each calendar month an invoice covering costs pursuant to this Agreement during said month, and the Authority shall pay the County the full costs invoiced within 30 days of the date of such statement.

SECTION 3. Term of Agreement. The Agreement shall become effective upon its execution by the authorized representatives of both the County and the Authority and shall continue for six months. Thereafter it may be renewed month to month by mutual agreement of the authorized representatives of the County and of the Authority.

SECTION 4. Termination. The Agreement may be terminated by either party upon 30 days written notice to the other party.

SECTION 5. Independent Contractors. Both the County and the Authority, in the performance of this Agreement, will be acting in an independent capacity, and not as agents, employees, volunteers, partners, joint venturers, or associates of one another.

SECTION 6. Mutual Indemnification. The Authority shall indemnify, defend and save harmless County, its agents, officers and employees from and against any and all liability or expense, including defense costs and legal fees, arising out of or connected with Samantha Bricker's actions or omissions while performing services for the Authority. The County shall defend and save harmless Authority, its agents, officers and employees for and against any and all liability or expense, including defense costs and legal fees, arising out of or connected with Samantha Bricker's actions or omissions while performing services in the course and scope of her employment for the County.

SECTION 7. Contract Complete, Variations. This writing embodies the whole of the agreement between the parties hereto and there are no oral agreements not contained therein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

SECTION 8. Construction. (a) This Agreement shall be construed and enforced pursuant to the laws of the State of California.

(b) No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

IN WITNESS WHEREOF, the parties thereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF LOS ANGELES

Dated: _____

By _____
VIOLET VARONA-LUKENS
Executive Officer, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy County Counsel

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

Dated: _____

By _____
RICHARD THORPE
Chief Executive Officer