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

LEROY D. BACA, SHERIFF

June 24, 2008

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

Dear Supervisors:

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND FOOTHILL TRANSIT (3 VOTES) (ALL DISTRICTS)

SUBJECT

Foothill Transit has requested to enter into an agreement for law enforcement services with the Los Angeles County Sheriff's Department (Department). The agreement would provide services in the amount of $400,000 and would 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 Chair of the Board to sign a law enforcement services agreement with Foothill Transit, at an annual cost of $400,000. This agreement shall be effective July 01, 2008, and shall remain in effect until June 30, 2013.

2. Authorize, under provisions of County Code Section 6.06.020, ordinance position authority for two (2) additional deputy sheriff generalists with these positions to be requested and formally established as part of the Department's Final Supplemental Changes for Fiscal Year 2008-09.

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 Foothill Transit.

Implementation of Strategic Plan Goals

This recommended action conforms with the County's Strategic Plan, Goal 8, Public Safety, by maintaining a law enforcement presence on the Foothill Transit system throughout the County. This agreement also relates to the County's Strategic Plan Goal 4, Fiscal Responsibility. All Department costs are fully reimbursed by Foothill Transit.

FISCAL IMPACT/FINANCING

There is no net County cost to this agreement. Foothill Transit shall pay the Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year. The estimated cost of $400,000 will offset the cost of implementing the agreement and providing service for the 2008-09 fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 18, 2008, the Foothill Transit Board of Directors authorized their Executive Director to negotiate and execute an agreement with the Department's Transit Policing Services. The agreement will become effective July 1, 2008. The agreement shall continue for a five-year term, ending June 30, 2013.

The agreement with Foothill Transit requires additional Department staff. Ordinance position authority for two (2) additional deputy sheriff generalist, with these positions to be requested and formally established as part of the Department's Supplemental Budget Changes for Fiscal Year 2008-09, is required under provisions of County Code Section 6.06.020.

This agreement contains revised indemnification language indicating that any obligation to indemnify Foothill Transit does not arise until it has been finally determined by a competent judicial authority that indemnity is owed by the County. In addition, the indemnification language indicates that the County cannot be responsible for preventing crime or patrolling any specific location at any specific time except under a written schedule previously provided by Foothill Transit.

This agreement has been approved by County Counsel.

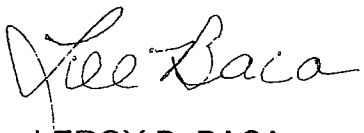
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services in the unincorporated areas of Los Angeles County.

CONCLUSION

Upon approval by the Board, please return five (5) adopted copies of this letter and four (4) original contracts to the Department.

Sincerely,



LEROY D. BACA
SHERIFF

CONTRACT
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LOS ANGELES COUNTY & FOOTHILL TRANSIT

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FOOTHILL TRANSIT-COUNTY

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, July 01, 2008, is made by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and Foothill Transit, a joint powers authority organized under the laws of the State of California, hereinafter referred to as "Agency".

RECITALS:

(a) The Agency is desirous of contracting with the County for the performance of the law enforcement functions described herein by the Los Angeles County Sheriff's Department.

(b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this agreement.

(c) Such contracts are authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide transit law enforcement services to the Agency to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California.

1.3 The Sheriff intends to exercise jurisdiction and provide law enforcement services, occurring on-board buses, related to the special policing concerns of the Agency. These duties include, but are not limited to the following: enforcement of transit fares, conducting investigations of vandalism, routine transit patrol, and

general law enforcement activities related to public transportation within the limits of Los Angeles County and limited areas of neighboring counties related to the Agency's bus lines.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, the assignment of deputies on dedicated or overtime basis, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Agency shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the Agency.

2.3 With regard to sections 2.1 and 2.2, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.4 All Agency employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Agency and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Agency employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the Agency and County.

2.5 For the purpose of performing services and functions, pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be an officer or employee of the Agency while performing such service for the Agency, as long as the service is within the scope of this agreement and is a transit authority function.

2.6 The contracting Agency shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Agency. Except as herein otherwise specified, the Agency shall not be liable for

compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Agency.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

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

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

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

3.4 Should the Agency request a change in level of service other than pursuant to the annual renewal, an additional SH-AD 575 Deployment of Personnel form shall be signed and authorized by the Agency and the Sheriff or his designee and attached to this contract as an amendment to the level of service and the contract sum.

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

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

3.7 The Agency 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 Agency to County. County shall have no obligation to provide law enforcement services as regards any particular crime except as particularly called to its attention by Agency or except as may be observed by County during the course of its regular providing of law enforcement services. Agency understands and agrees that the law enforcement personnel assigned under this Agreement are insufficient to deal with most instances of crimes except as may be encountered during County's regular providing of law enforcement services.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the Agency may provide additional resources for the County to utilize in performance of the services.

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

4.4 At any future date, while this agreement is in effect, should the Agency obtain facility space available for use by the Sheriff's Department personnel performing duties for the Agency, both parties agree to meet and negotiate terms of use for said facility. The cost for the use of the facility shall be paid for by the Agency.

5.0 INDEMNIFICATION

5.1 Subject to the limitations stated in this article or elsewhere, County shall indemnify and hold harmless Agency, and its member agencies, and their officers,

directors, employees and agents (collectively, Indemnified Parties) from and against any and all liability, expense, 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) that are the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.

5.2 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 or (c) for any injury, loss or damage caused by any means whatever except as the direct and immediate consequence of a failure by County alone to perform a duty specifically stated herein.

5.3 Agency 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, or to prevent crime or wrongdoing from occurring at any particular place or time. LASD 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 Agency to LASD.

5.4 Notwithstanding anything contained herein, County's obligations hereunder to Agency 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 Agency and all Indemnified Parties.

5.5 Any obligation by County to provide 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 article.

5.6 This indemnity shall survive termination of this Agreement and/or final payment thereunder.

5.7 Pursuant to Government Code Section 895.4, Agency shall fully indemnify and hold County, its officers and employees, harmless from any liability imposed

for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission by Agency or any officer or any employee thereof under or in connection with any authority of jurisdiction delegated to Agency under this agreement.

5.8 County certifies that it is self-insured for all vehicle liability, general liability and worker's compensation exposure, for all claims that may arise resulting from the performance of this agreement.

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this agreement shall be effective July 01, 2008 and shall remain in effect until June 30, 2013.

6.2 At the option of the Board of Supervisors and with the consent of the Agency Board, this agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the Agency may terminate this agreement upon notice in writing to the County given within sixty (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this agreement shall terminate sixty (60) calendar days from the date of the Agency's notice to the County.

7.3 This agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

8.1 The Agency shall pay for the services provided under the terms of this service agreement at the rate established by the Auditor-Controller.

8.2 The rates indicated in the SH-AD 575, Deployment of Personnel form shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors of County.

8.3 The Agency shall be billed based on the service level provided within the parameters of the SH-AD 575, Deployment of Personnel form.

8.4 The cost of other services requested pursuant to this agreement and not set forth in the SH-AD 575, Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors of County.

9.0 PAYMENT PROCEDURES

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

9.2 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. 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.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were

performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, 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, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the Agency on deposit with the County without giving further notice to Agency of County's intention to do so.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statement of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the Agency and the County. The Sheriff or his designee is authorized by the County to execute supplemental agreements referenced in sections 3.0, 4.4, and 9.2 of this Agreement.

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
& FOOTHILL TRANSIT

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

COUNTY of LOS ANGELES

By _____
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
Los Angeles County
Board of Supervisors

By _____
Deputy

FOOTHILL TRANSIT

By _____
DORAN J. BARNES, Executive Director

ATTEST:
DAROLD D. PIEPER, ATTORNEY AT LAW

By _____
Darold Pieper
General Counsel

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

_____
Deputy County Counsel