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

JIM McDONNELL, SHERIFF

A Tradition of Service

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40 December 16, 2014

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

December 16, 2014

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

Dear Supervisors:

TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE ANTELOPE VALLEY TRANSIT AUTHORITY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Antelope Valley Transit Authority (Authority) has requested to enter into a Transit Law Enforcement Services (Services) Agreement (Agreement) for the provision of Services by the Los Angeles County Sheriff's Department (Department). This Agreement will have no negative impact on law enforcement services in the unincorporated areas within Los Angeles County (County).

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Sheriff, as an agent for the County, to execute the attached Agreement with the Authority, effective retroactively from July 1, 2013, through June 30, 2018, at an annual cost of approximately $120,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide Services for the Authority effective retroactively from July 1, 2013, through June 30, 2018. The prior agreement was approved by the Board on June 24, 2008, and expired on June 30, 2013. The Department has continued to provide Services since July 1, 2013, in the absence of a formal agreement. To date, the Authority has paid for all Services received since July 1, 2013. The Authority's Board of Directors approved the annual service level budgets on May 28, 2013, and June 24, 2014.

The Agreement with the Authority has provided benefits to the County as a whole, primarily resulting in greater visibility and faster response times to bus line incidents. As a result of serving the Authority, the Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 3, Integrated Services Delivery, by providing and maintaining a law enforcement presence in and around the bus lines through the Authority's bus system.

FISCAL IMPACT/FINANCING

None. During the term of the Agreement, the Authority shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the County's Auditor-Controller for each fiscal year. The Agreement specifies that the billing rates are adjusted at the beginning of every fiscal year, as determined by the County's Auditor-Controller, pursuant to policies and procedures adopted by the Board. The Fiscal Year 2014-15 maximum cost of the Agreement was approved by the Authority's Board of Directors, and shall not exceed $120,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will allow for the continued provision of Services for the Authority by the Department retroactively from July 1, 2013, through June 30, 2018.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There are no anticipated negative impacts on the unincorporated areas of the County. The Agreement will continue to enhance the quality of law enforcement services and public safety to the citizens who rely on the Authority for transportation within the County. The County and the Authority both benefit from the collaborative effects from utilizing County resources in the most efficient manner.

CONCLUSION

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

Sincerely,

JIM McDONNELL
Sheriff

JM:TSR:GD:RTM:d
dt

Enclosures

TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY TRANSIT AUTHORITY

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TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY TRANSIT AUTHORITY

This Transit Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of _____, _____ by and between the County of Los Angeles ("County") and the Antelope Valley Transit Authority ("Authority").

RECITALS

(a) Whereas, the Authority is desirous of contracting with the County for the performance of the transit law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

(b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

(c) Whereas, such Agreement is authorized and provided for by the provisions of Section 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code; and

(d) Whereas, the County is agreeable to rendering such transit law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County agrees, as available, through the Sheriff's Department, to provide transit law enforcement services to the Authority during the term of this Agreement to the extent and in the manner set forth herein. The classification and approximate numbers of personnel provided by the County will be determined and mutually agreed upon in writing between the Sheriff's Department and Authority. The hours of duty performed by County employees will be established and agreed upon in writing in accordance with the requested services.

1.2. The request for services shall be a written request on official Authority letterhead. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, equipment, communications, fuel, and supplies necessary to provide the services to be rendered hereunder. Notwithstanding the foregoing, the Authority may provide additional resources for the County to utilize in performance of the services. The request shall be signed by a representative of the Authority who is duly authorized to enter into such agreements for law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 4700 Ramona Boulevard, Room 214, Monterey Park, California 91754.

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 Authority. These duties may include but are not limited to, enforcement of transit fares, conducting investigations of vandalism, routine transit patrol, and general law enforcement activities related to public transportation within the limit of the County and neighboring counties related to the Authority's bus lines.

1.4 Except as otherwise specifically set forth in this Agreement, transit law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

2.1 In the event of a dispute between the parties to this Agreement 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 Authority shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the Authority's Executive Director.

2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.3 With regard to Paragraphs 2.1 and 2.2 above, the Sheriff's Department, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.

2.4 All Authority employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Authority 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 Authority employees shall become employees of the 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, and not to establish an agency relationship, 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 Authority while performing such service for the Authority, as long as the service is within the scope of this Agreement and is a municipal function.

2.6 The Authority 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 Authority. Except as herein otherwise specified, the Authority 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 Authority.

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 Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

3.1 Subject to the limitations stated in this Section 3.0, Indemnification, or elsewhere, the County shall indemnify, defend and hold harmless Authority, and

its 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 the County) arising from or connected with any negligent, intentional or reckless act or omission of the County, its officers, directors, employees, agents, subcontractors, or suppliers while providing services under this Agreement.

3.2 Notwithstanding anything contained herein or stated elsewhere, the 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 the 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 the County its officers, directors, employees, agents, subcontractors, or suppliers to perform the services under this Agreement.

3.3 The 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. The 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 the Authority and agreed to by the County.

3.4 Notwithstanding anything contained herein, the County's obligations hereunder to the Authority or any Indemnified Party shall be limited by any immunity of 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 the Authority and all Indemnified Parties.

3.5 Any obligation by the County or the 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 3.0.

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

3.7 It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on the 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.

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

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2013 and shall terminate on June 30, 2018, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.

5.2 Notwithstanding the foregoing, the Sheriff's Department may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff's Department concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's Department duties as required by law.

5.3 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, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

6.1 For and in consideration of the rendition of the transit law enforcement services to be performed by the County for the Authority under this Agreement, the Authority shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Public Entity Contract – Hourly Overtime Rates, as established by the County Auditor-Controller. The billing rates listed shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 8.0, Amendments, of this Agreement to reflect the change in billing rates each fiscal year.

6.2 The billing rates depicted on Exhibit A, Public Entity Contract – Hourly Overtime Rates, are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (hourly rates for Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

7.1 The County, through the Sheriff's Department, shall render to the Authority a summarized invoice which covers all services performed during said month, and the Authority shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is

entitled to recover interest thereon. For all disputed amounts, the Authority shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar 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 sixty (60) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

7.4 Notwithstanding the provisions of California Government Code section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) days 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 Authority on deposit with the County without giving further notice to Authority of County's intention to do so.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Authority.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The Authority represents and warrants that the person executing this Agreement for the Authority is an authorized agent who has actual authority to bind the Authority to each and every term, condition, and obligation of this Agreement and that all requirements of the Authority have been fulfilled to provide such actual authority.

11.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

12.0 NOTICES

12.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

12.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Richard T. Mouwen, Captain
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754

12.3 Notices to the Authority shall be addressed as follows:

Antelope Valley Transit Authority
Attn: Julie M. Austin, Executive Director
42210 6th Street West,
Lancaster, California 93534

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

TRANSIT LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
ANTELOPE VALLEY TRANSIT AUTHORITY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
JIM McDONNELL, SHERIFF

Date _____

ANTELOPE VALLEY TRANSIT AUTHORITY

By _____
JULIE M. AUSTIN
Authority Executive Director

Date _____

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By _____
Senior Deputy County Counsel

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service"

Since 1850

PUBLIC ENTITY CONTRACT - HOURLY OVERTIME RATES

FISCAL YEAR 2013-2014

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT	HOURLY RATE
Deputy Sheriff, Generalist	$ 67.37
Deputy Sheriff, Bonus I	73.06
Deputy Sheriff, Bonus II	89.22
*Deputy Sheriff, Bonus II- SEB/ESD	94.13
*Deputy Sheriff, Bonus II- Pilot	94.13
Deputy Sheriff, Reserve	34.48
Sergeant	88.67
*Sergeant- SEB/ESD	93.55
**Sergeant- Pilot	103.30
Lieutenant	106.46
Security Officer	32.18
Security Assistant	20.27
Custody Assistant (Custody)	42.55
Custody Assistant (Patrol)	44.89
Community Services Assistant	25.24
Parking Control Officer, Supervising	37.25
Parking Control Officer, Sheriff	32.26
Criminalist	55.68
Criminalist, Senior	75.03
Criminalist, Supervising	79.21
Crime Lab Technician	37.43

* Additional Bonus 5.5% / ** Addt'l Bonus 16.5%

CLEB:pr updated May 2013

Rates are effective July 1, 2013 thru June 30, 2014

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service"

Since 1850

PUBLIC ENTITY CONTRACT - HOURLY OVERTIME RATES

FISCAL YEAR 2014-2015

AS PUBLISHED BY THE AUDITOR-CONTROLLER

SERVICE UNIT	HOURLY*** RATE
Deputy Sheriff, Generalist	$ 67.75
Deputy Sheriff, Bonus I	73.61
Deputy Sheriff, Bonus II	89.79
*Deputy Sheriff, Bonus II- SEB/ESD	94.73
*Deputy Sheriff, Bonus II- Pilot	94.73
Deputy Sheriff, Reserve	35.58
Sergeant	89.25
*Sergeant- SEB/ESD	94.16
**Sergeant- Pilot	103.98
Lieutenant	106.97
Security Officer	32.63
Security Assistant	20.58
Custody Assistant (Custody)	43.17
Custody Assistant (Patrol)	45.55
Community Services Assistant	25.67
Parking Control Officer, Supervising	37.91
Parking Control Officer, Sheriff	32.82
Criminalist	56.49
Criminalist, Senior	76.11
Criminalist, Supervising	80.36
Crime Lab Technician	37.98

* Additional Bonus 5.5% / ** Addt'l Bonus 16.5%

CLEB:rz updated May 2014

***The above rates do not include the liability cost at 3%.

Rates are effective July 1, 2014 thru June 30, 2015