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

LEROY D. BACA, SHERIFF

September 23, 2008

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

Dear Supervisors:

APPROVE AN AMENDMENT FOR A LAW ENFORCEMENT SERVICES CONTRACT BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Metropolitan Transportation Authority (MTA) has requested to enter into an extension of its contract for law enforcement services provided by the Los Angeles County Sheriff's Department (Department) through December 31, 2008. The County previously agreed to extend the contract from July 1, 2008, through September 30, 2008, in order to reach an agreement with MTA on revised indemnification language. This language has been agreed upon and the contract can be extended to December 31, 2008. The amendment would provide services for a three-month period at a cost of approximately $15,930,485. This amendment will have no negative impact upon law enforcement services in the unincorporated areas within Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign an amendment with MTA, upon execution of the contract, extending the current law enforcement services contract for a three-month period. This extension shall be effective October 1, 2008, and shall remain in effect until December 31, 2008.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to continue providing law enforcement services to MTA. This will be

accomplished through the means of a three-month contract extension.

Implementation of Strategic Plan Goals

This recommended action conforms with the Los Angeles County's Strategic Plan, Goal 4, Fiscal Responsibility. All Department costs are fully reimbursed by MTA.

FISCAL IMPACT/FINANCING

There is no net County cost to this contract. The MTA shall pay the County 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 approximately $15,930,485 will offset the cost of implementing the contract and providing service effective October 1, 2008, and ending December 31, 2008.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 27, 2008, the MTA Board of Directors authorized the Chief Executive Officer of the MTA to negotiate and execute an amendment to extend the contract for the Department's Transit Community Policing Services.

This amendment includes substantial revisions to the indemnification language to address issues raised by the Glendale Metrolink derailment litigation. The revised language explicitly states that the County is not liable for, and has no duty to indemnify or defend MTA, for injuries or damages caused by tortious or criminal acts of anyone other than County employees acting within the scope of the contract. The MTA explicitly agrees and acknowledges that the law enforcement services provided by the County cannot prevent crime or wrongdoing from occurring at any particular place or time. The revised language also indicates that any issue regarding the County's liability of duty to indemnify or defend is not subject to an arbitration clause, which MTA required in the original contract, and the indemnification clause is not intended to impose on the County liability to County employees any greater than that required by the Worker's Compensation laws.

This amendment has been approved by County Counsel. This recommended action will precede approval of the amendment by the MTA Board, which is scheduled for the September 25th, 2008, MTA Board meeting.

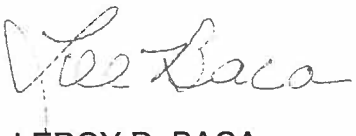
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

AMENDMENT TO CONTRACT NO. TCP2610LASD

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

COUNTY OF LOS ANGELES

This Contract Amendment, effective October 1, 2008, is entered into by and between the Los Angeles County Metropolitan Transportation Authority (hereinafter referred to as "MTA") and the County of Los Angeles (hereinafter referred to as "County").

RECITALS

WHEREAS:

I. MTA and County have entered into Contract No. TCP2610LASD (hereinafter referred to as "Contract") for necessary law enforcement services;

II. On March 27, 2008, the MTA Board of Directors authorized and approved an extension of the period of performance of the Contract and increased contract authority;

NOW, THEREFORE, MTA and County hereby amend the Contract as follows:

I. The following amendments are made to the main body of the Contract:

1. Amend Article 2, Period of Performance, to extend period of performance by three months from October 1, 2008 to December 31, 2008.

2. As hereby amended, the Contract remains in full force and effect.

3. Section 3.C. (Payment and Compensation for County's Services) is amended to add the following paragraph:

"For services between October 1, 2008 and December 31, 2008, the MTA shall pay as full compensation an amount NOT TO EXCEED (NTE) $15,930,485.00

(Fifteen Million, Nine Hundred and Thirty Five Thousand, Four Hundred and Eighty Five Dollars)."

4. Section 12 (Indemnity) is deleted and replaced in its entirety with the following:

A. Subject to the limitations stated in this article or elsewhere, County shall, indemnify, defend and hold harmless MTA, 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 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.

B. 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 of anyone other than the County, its officers, directors, employees, agents subcontractors or suppliers while providing services under this Contract, or (c) for any injury, loss or damage caused by any means whatever except as the result of a failure by County, its officers, directors, employees, agents subcontractors or suppliers to perform the services under this Agreement.

C. The parties acknowledge and agree that Attachment A (Scope of Work) provides a general description of the law enforcement services to be provided under this Agreement. MTA 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. 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 MTA and agreed to by LASD.

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

E. Any obligation by County or MTA 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 article. The procedures in Section 20 (Resolution of Disputes) shall not apply to the final determination in the first sentence of this subparagraph.

F. MTA shall indemnify, defend and hold harmless 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 MTA) arising from or connected with any alleged act and/or omission of MTA, its officers, directors, employees, agents, subcontractors or suppliers.

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

H. This Section 12 (Indemnity) shall survive termination of this Agreement and/or final payment thereunder.

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

YVONNE B. BURKE

By:_____
Chair, Board of Supervisors

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

By: _____
Deputy

LOS ANGELES COUNTY
COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By:_____
Roger Snoble, Chief Executive Officer

APPROVED AS TO FORM
FOR LOS ANGELES COUNTY:

RAYMOND G. FORTNER JR.
County Counsel

By:_____
Deputy County Counsel

APPROVED AS TO FORM
FOR METROPOLITAN TRANSIT
AUTHORITY:

YORK & WAINFELD, LLP

By:_____
Counsel for LACMTA