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

LEROY D. BACA, SHERIFF

June 23, 2009

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

Dear Supervisors:

APPROVE AN AMENDMENT TO 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) from July 1, 2009, through July 31, 2009. The Los Angeles County (County) previously agreed to extend the contract from June 1, 2009, through June 30, 2009. The amendment will provide services for a one-month period at a cost of approximately $5,491,667. 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, extending the current law enforcement services contract for a one-month period. This extension shall be effective July 1, 2009, and shall remain in effect until July 31, 2009, unless a new agreement between the parties is approved prior to that date. The approximate cost of law enforcement service for the one-month period is $5,491,667.

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 one-month contract extension.

Implementation of Strategic Plan Goals

This recommended action conforms with Los Angeles County's Strategic Plan, Goal 1, Operational Effectiveness. 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 County Auditor-Controller for the current fiscal year. The estimated cost of approximately $5,491,667 will offset the cost of implementing the contract and providing service effective July 1, 2009, and ending July 31, 2009.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 23, 2008, the MTA Board of Directors authorized the Chief Executive Officer of the MTA to enter into direct negotiations with the Department for a Transit Community Policing Services Contract.

Contract negotiations between the MTA and the Department have been ongoing since October 2008. The two parties have reached an agreement on all issues with the exception of indemnity.

It is unlikely that a new contract agreement will be reached before the existing contract expires on June 30, 2009. This amendment will allow for service to continue while negotiations are ongoing.

Once an agreement is reached on a new Transit Community Policing Services Contract, this amendment will become null and void. The amendment provides that if a new contract is approved, effective, and fully executed by MTA and County before July 31, 2009, then, upon the effective date of the new contract, this amendment will become null and void, services will cease under the current contract, and the current contract will terminate. This amendment has been approved by County Counsel.

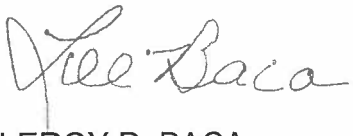
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Upon approval by the Board, please return five adopted copies of this letter and four original contract amendments to the Department's Contract Law Enforcement Bureau.

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 July 1, 2009, 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. MTA and County entered into a previous amendment extending the services from July 1, 2008 through September 30, 2008;

III. MTA and County entered into a previous amendment extending the services from October 1, 2008, through December 31, 2008, and updating the indemnification language;

IV. MTA and County entered into a previous amendment extending the services from January 1, 2009, through March 31, 2009;

V. MTA and County entered into a previous amendment extending the services from April 1, 2009, through May 31, 2009;

VI. MTA and County entered into a previous amendment extending the services from June 1, 2009, through June 30, 2009;

VII. MTA and County now desire to enter into an amendment extending the services from July 1, 2009, through July 31, 2009.

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

1. Article 2, Period of Performance, is amended to extend the period of performance by (1) one month from July 1, 2009, to July 31, 2009.

2. Section 3(c), Payment and Compensation for County's Services, is amended to

add the follo)wing paragraph:

"For services between July 1, 2009, and July 31, 2009, the MTA shall pay as full compensation an amount NOT TO EXCEED (NTE) $5,491,667."

3. On October 23, 2008, the MTA Board of Directors authorized its Chief Executive Officer to enter into direct negotiations with the Los Angeles County Sheriff's Department for a Transit Community Policing Services Contract. If a new contract is approved, effective, and fully executed by MTA and County prior to July 31, 2009, then, upon the effective date of the new contract, this Contract Amendment will become null and void, all services will cease under the current Contract, and the Contract will terminate. MTA and County will follow the close-out procedures as set forth in the Contract.

4. Except as hereby amended, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment to be executed by their duly authorized representative.

DON KNABE

By_____
Chairman, 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 _____
Art Leahy, Chief Executive Officer

APPROVED AS TO FORM:

Robert E. Kalunian
Acting County Counsel

By: _____
Deputy County Counsel

MTA Contract No. TCP2610LASD
County of Los Angeles Contract No.