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**EXECUTIVE MANAGEMENT AND AUDIT COMMITTEE
SEPTEMBER 18, 2008**

SUBJECT: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD)

**ACTION: EXECUTE MODIFICATIONS TO CONTRACT NO. TCP2610LASD WITH
THE LOS ANGELES SHERIFF'S DEPARTMENT**

RECOMMENDATION

Authorize the Chief Executive Officer to execute Contract Modification No. 13 to Contract No. TCP2610LASD with the Los Angeles County Sheriff's Department as follows:

- A. Section 12, changes to indemnification language; and
- B. Article 2, the period of performance for this modification applies from October 1, 2008 through December 31, 2008.

RATIONALE

This modification, specifically Section 12, is the result of indemnification concerns raised by the County of Los Angeles (County) resulting from the County's non-Metro related litigation. The concerns expressed by the County related to potentially inadequate indemnification language contained within the current contract with the Los Angeles County Sheriff's Department (LASD).

Therefore, our appointed counsel met with County Counsel and redrafted the indemnification language that provided sufficient assurances to the County that we expressly understand and accept the limitations on indemnification afforded by the County as originally agreed upon. The agreed upon changes to the indemnification language in no way changes the risks or liability to us, but merely makes more specific those limitations and conditions that have already existed within the contract.

Modification to Article 2 merely modifies the dates for the time that remains on the extension (as approved by the Board on March 27, 2008 – LASD Memorandum of Understanding Extension) as they apply to this Indemnification Modification.

IMPACTS TO OTHER CONTRACTS

There are no impacts to other contracts.

FINANCIAL IMPACT

The funding of \$63,721,937 for transit policing services is included in the FY09 budget under cost center 2610, Transit Security under multiple operating projects in Line 50320, Contract Services.

ALTERNATIVES CONSIDERED

The first option considered was to not adopt any changes to the indemnification language as adopted by this Board in March of 2008. However, failure not to adopt any changes would have led to no approval of the extension by the Los Angeles County Board of Supervisor as required signatories for execution of the contract extension.

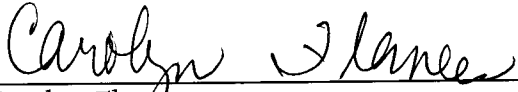
A second option would was to have recommended approval to the County's first draft recommended modification. This option was not considered as our counsel's review of the proposed language was not in our best interest.

The third and final option, which was adopted, was that we enter into negotiated language discussions with County's counsel in order to draft modification language that both secured our interests and properly addressed the County's indemnification concerns.

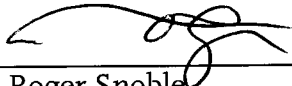
ATTACHMENT(S)

A. Modification 13 to Contract TCP2610LASD

Prepared by: Jack Eckles, Deputy Executive Officer, Safety and Security



Carolyn Flowers
Chief Operations Officer



Roger Snoble
Chief Executive Officer

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

