

Public Safety Advisory Committee
Policing Practices Ad-Hoc Committee

MEMO

Date: October 29, 2021

To: Public Safety Advisory Committee Members

From: Policing Practices Ad-Hoc Committee

Re: Policing Services - Interim Contract Extension Recommendations: Response to Metro Staff's October 26, 2021 Memo ([link](#))

Issue

The purpose of this Memo is to convey the Policing Practices Ad-Hoc Committee's recommendations regarding the interim contract extension for Metro's public agency policing contracts. These recommendations are crafted in response to a Metro staff [memorandum](#) dated October 26, 2021 and are being brought forward for consideration of the full Public Safety Advisory Committee (PSAC).

As noted in the October 26th memo, Metro staff is recommending an amendment of up to \$75.2 million in additional funding for the multi-agency law enforcement contract. These added funds would apply to "the remainder of the contract term through June 2022," and a recommended six-month extension; there will also be an option to extend the contract for an additional six-months, if needed.

Recommendations Summary

The Ad-Hoc Committee would like PSAC to consider approving the following alternative recommendations:

- Allocating \$0 in additional funding to the existing public agency policing contracts
- Metro returning to a non-contracted law enforcement model to ensure public safety on its transit system
- Reallocating the \$75.2 million that would have been spent on the amended law enforcement contract to support non-law enforcement alternatives to public safety, including: mental health services, homeless outreach services, transit ambassadors (see [draft recommendations](#)), and funding safety initiatives outlined in Metro's Customer Experience [plan](#).

Recommendation #1: No Additional Funding for Public Agency Policing Contracts

The Ad-Hoc Committee does not support the extension and amended budget for the existing public agency policing contracts. Instead, these dollars can be better used to support non-law enforcement alternatives to public safety. Metro staff has noted that, absent an alternative, the existing policing contracts must be extended. Recommendations #2 and 3 below identify currently proposed alternatives from the Ad-Hoc Committee.

Recommendation #2: Shift to a Non-Contract Law Enforcement Model

The Ad-Hoc Committee proposes an alternative model that involves moving to a non-contract law enforcement model (i.e., continuing to work with local and countywide police departments to address safety issues that require law enforcement intervention). This was the model Metro used prior to contracting for law enforcement services in 2009. The Ad-Hoc Committee recommends that Metro use agency resources to enhance public safety by investing in care- and equity-centered supportive services, physical infrastructure improvements, and other interventions that improve rider safety and enhance the customer experience without resorting to armed law enforcement. To operationalize this recommendation, the Ad-Hoc Committee recommends allocating \$0 in additional funding to the existing public agency policing contracts and reallocating the proposed \$75.2 million in funds to the care- and equity-centered supportive services outlined in Recommendation #3.

Recommendation #3: Invest in Non-Law Enforcement Alternatives

The Ad-Hoc Committee recommends reallocating the \$75.2 million to support non-law enforcement alternatives to community safety, with the understanding that local and countywide law enforcement agencies--as well as both Metro security and Infrastructure and Protective Services-- will continue to address public safety matters irrespective of whether added funding is funnelled to law enforcement agencies. These solution-driven investments in non-law enforcement alternatives can help reduce the burden on law enforcement by providing programs and services that directly address the root causes of public safety concerns of transit riders. Specifically, the Ad-Hoc committee supports reallocating these dollars to support the following programs and initiatives:

Mental Health Services: This would include a more substantial investment in mental health resources than the \$1.6 million investment outlined in the Metro's October 26th memo (see "Engaging the Los Angeles County Department of Mental Health" section on p. 3). These resources can also be used to support qualified entities beyond the Department of Mental Health, with a focus on community-based organizations identified in collaboration with PSAC.

Homeless Outreach Services: This would involve increasing investments in existing partnerships and programs, including the Metro PATH [homeless outreach teams](#) as well as joint initiatives with the Los Angeles County Department of Mental Health and Los Angeles Homeless Services Authority.

Transit Ambassadors: The Non-Law Enforcement Ad-Hoc Committee has put forward [draft recommendations](#) for the structure of a Transit Ambassador program on Metro. Reallocated funding from the public agency policing contracts could supplement the \$20 million budget for the Ambassador pilot program.

Enhancing Customer Experience: Reallocated dollars could be used to invest in initiatives outlined in [Metro's Customer Experience plan](#). These safety enhancements can include investments to improve cleanliness, enhance riders' sense of personal safety at transit stops and stations, and create spaces for community and civic life in Metro property.



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October 26, 2021

**TO: AD-HOC POLICING PRACTICES
PUBLIC SAFETY ADVISORY COMMITTEE (PSAC)**

THROUGH: OFFICE OF THE CHIEF EXECUTIVE OFFICER (OCEO)

FROM: SYSTEM SECURITY & LAW ENFORCEMENT (SSLE)

**SUBJECT: POLICING SERVICES - INTERIM CONTRACT
EXTENSION RECOMMENDATIONS**

ISSUE

The purpose of this correspondence is to provide staff recommendations on the interim contract extension for policing services.

In support of the draft PSAC values of *Implementing a Community-Centered Approach, Emphasizing Compassion, Acknowledging Context and Committing to Openness and Transparency*, Metro recommends revising the existing multi-agency policing contract SOW (Attachment A).

Staff will recommend the Metro Board amend the multi-agency law enforcement contract value by a not-to-exceed amount of \$75,201,973 for the remainder of the contract term through June 2022, and extend the period of performance for up to an additional six (6) months with a 6-month option. The extension of the period of performance is to allow sufficient time for:

- 1) the PSAC to submit its recommendations for a new model of public safety reflecting community-based approaches to policing; and
- 2) a new contract awarded. The budget for the extension will be requested during the FY23 budget process.

BACKGROUND

At the August 18th General PSAC meeting, Metro staff shared the intent to seek Board authorization, before the end of this calendar year, to fund the remaining six months of the law enforcement contracts, January – June 2022. In addition, staff would seek a contract extension for an additional six months with a six-month option.

Why is more funding needed on the existing contracts?

At its February meeting, Metro staff informed the Board that unplanned expenses for special event coverage and surge operations, which occurred in the early years of the contract, had reduced the contract value available for general law enforcement services. As a result, more than \$100 million was requested to fully fund the contract for the remaining 12 months (ending June 2022). At its March meeting, the Board approved an increase in the contract value that was sufficient for six months (ending December 31, 2021). Given that the work with PSAC is not yet completed, additional funding is recommended to fund the remaining six months of the contract.

Why is a contract extension also being requested?

As conveyed previously at the Ad Hoc and General PSAC meetings, the procurement process for a new contract would consist of a 12-14-month period. Metro anticipates finalizing a new SOW in February 2022. PSAC members would have an opportunity to weigh in during the posting time being allotted for public comment.

DISCUSSION

Since the initial Ad Hoc meeting on June 22, 2021, staff has listened to your thoughts and reviewed your comments provided on the Multi-Agency Police Contract Scope of Work (SOW) matrix (Attachment A) for improving policing services currently provided under the multi-agency law enforcement contracts.

Key proposed modifications to the existing contract include:

- Removal of fare and code of conduct enforcement responsibilities
- Revised language in SOW dealing with proactive enforcement
- Redirect \$1.6M from LASD contract to DMH
- Consistency with Campaign Zero's Eight Can't Wait ; and
- Increased data collection, transparency, and accountability.

Staff supports several revisions to the existing contract SOW. Due to time constraints, other recommendations would need to be considered in the new procurement, consistent with the long-term vision. The next steps will be for PSAC to review the recommendations and decide if the committee will support the Metro staff recommendations or make their own recommendations for the law enforcement contract extensions. The final set of Metro and PSAC recommendations will be submitted to Metro's CEO, Stephanie Wiggins for review and submittal to the Metro Board.

Staff seeks to take a holistic approach to public safety by leading with compassion and respect for our riders and employees in two (2) primary areas:

- 1) Revisions to Existing Multi-Agency Police Contract SOW
- 2) Engaging the Los Angeles County Department of Mental Health (DMH)

1. Revisions to Existing Multi-Agency Contract SOW

Staff is proposing revisions to the existing multi-agency policing contract SOW, intended to be incorporated by the end of December 2021 through an amendment with implementation by no later than January 2022. See Attachment B for a draft of the proposed revisions.

There is no increase in cost to implement these recommended revisions.

These recommended revisions support the draft PSAC values of Implementing a Community-Centered Approach, Emphasizing Compassion, Acknowledging Context and Committing to Openness and Transparency.

2. Engaging the Los Angeles County Department of Mental Health (DMH)

Staff is in discussions with the DMH to enter into an agreement with Metro, to engage more effectively with persons who are in crisis or under the influence, or those who turn to the Metro system and property for alternative shelter. The DMH has partnered with Los Angeles County, City, and other municipal law enforcement agencies to provide immediate field response to situations involving mentally ill, violent, or high-risk individuals. DMH-Law Enforcement teams respond to 911 calls for assistance whenever mental illness is reported or suspected. Teams also respond to requests from Psychiatric Mobile Response Teams (PMRT) or law enforcement patrol officers for mental health assistance. Mental health experts will focus on contacting persons in need on the system, utilizing de-escalation tactics to minimize the potential for incidents involving force; this will shift the primary responsibility for these contacts to the DMH with support from their contracted law enforcement resources (Long Beach Police Department Quality of Life (QOL), Los Angeles County Sheriff's Department (MET) and Los Angeles Police Department (HOPE) Teams. Metro hopes to reach agreement with the Department of Mental Health Services by the end of the year to begin implementation. This will allow Metro to shift resources of approximately \$1.6M for the remaining 6 months of the existing contract. Expansion on the contract to include shifting resources from Long Beach Police Department and Los Angeles Police Department is expected with the extension from June 1, 2022 to June 30, 2023.

There is no increase in cost to implement this recommendation:

There is a shift of approximately \$1.6M for the remaining 6 months of the existing contract to DMH.

This recommendation supports the draft PSAC values of Implementing a Community-Centered Approach, Emphasizing Compassion, Recognizing Diversity and Acknowledging Context.

NEXT STEPS

Thank you for your continued commitment to reimagining public safety. We look forward to our continued collaboration to improve safety and security for all on the Metro system.

Attachment A – Multi-Agency Police Contract SOW Matrix

Attachment B – Proposed revisions to existing policing contract

Attachment A - Multi-Agency Police Contract SOW: Schedule of Recommendations and Proposed Actions

Draft Multi-Agency Police Contract Scope of Work (SOW): Schedule of Recommendations and Proposed Actions - July 27, 2021				
Contract Section	SOW	PSAC Member	Comment/Recommendation	Metro Response/Proposed Action
1.1 Specific Responsibilities				
1.1h	Provide law enforcement presence during periodic fare enforcement and passenger screening operations;	Scarlett De Leon/ Mohammad T/Chauncee	<p>They should not be doing this- Another reason why fare less transit should be part of our discussions. It is a safety strategy and we should be up to date on the pilot h) Why is law enforcement tasked with fare enforcement? Given the focus from the Board (and other members of civil society) to discourage fare enforcement, or fares at all, what role does Metro envision the contractor to play in this question?</p> <p>RECOMMENDATION: 1.1h: Remove provisions on fare enforcement. This role of police is inconsistent with the direction Metro is moving - i.e., towards fare less transit. To add, it leads to harmful police-community interactions that create significant public distrust, and are racially and economically inequitable.</p>	<p>Law enforcement is not tasked with fare enforcement operations. Their role is to provide presence during Metro Transit Security Officers' periodic responsibility for fare enforcement operations. Reference: Metro letter, dated July 21, 2016 submitted to the Metro Board of Directors.</p> <p>Additionally, the fare less system initiative is under consideration by the Metro Board of Directors. Reference: https://www.metro.net/about/fsi/</p>
1.1i	Remove persons without a valid transit fare from buses, trains, buildings, and stations;	Scarlett De Leon/ Mohammad T/Chauncee	<p>They should not be doing this. h) Why is law enforcement tasked with fare enforcement? Given the focus from the Board (and other members of civil society) to discourage fare enforcement, or fares at all, what role does Metro envision the contractor to play in this question?</p> <p>RECOMMENDATION: 1.1i: Remove provisions on fare enforcement. This role of police is inconsistent with the direction Metro is moving - i.e., towards fare less transit. To add, it leads to harmful police-community interactions that create significant public distrust, and are racially and economically inequitable.</p>	<p>Law enforcement contractors are not tasked with fare enforcement operations on the system, it is a Metro Transit Security Officer's responsibility. See response to Item no. 7.</p> <p>Metro is private property and passengers who are in violation of Metro Code of Conduct, to include persons who have not paid adequate fare and/or criminal misconduct are subject to removal from the system. Metro's law enforcement contractors may be called by Metro Transit Security Officers in support of persons who do not comply with the removal. The fare invasion practices will be reevaluated as the fare less system initiative is developed.</p> <p>Metro is proposing to revise this responsibility to read "Escort persons from LACMTA property at the request of LACMTA,"</p>
1.1n	Conduct proactive anti-crime operations when not handling a dispatched call;	Scarlett De Leon/ Mohammad T/Chauncee	<p>From my understanding they spend a lot of time doing this and this is the stuff that leads to racial profiling, over ticketing etc. n) What is meant by "proactive anti-crime operations"?</p> <p>RECOMMENDATION: 1.1n: Concerned about this. Recommend banning pretextual stops and racial profiling so that "pro-active" crime fighting -- when there is no crime occurring to respond to -- does not turn into a bases to stop, harass, and dehumanize low-income people of color. Recommend modifying the role to focus on violent crimes harmful to others, and non enforcement of low-level quality of life offenses that are used to criminalize low-income communities of color (e.g., minor drug possession, disorderly conduct, trespassing, loitering, intoxication, fare evasion, sex work, and etc.)</p> <p>Strikeout n) Conduct proactive anti-crime operations when not handling a dispatched call;</p> <p>What are anti-crime operations? Are they giving out books, food, cash? I expect it's more inline with what Mohammad and Scarlett mentioned above - I believe we should strike this. They should be there to respond to 911 calls and provide deterrence by presence, not profiling. I would add that they should "greet customers and provide excellent customer service"</p>	<p>Proactive anti-crime operations is when officers self-initiate (e.g. observations, respond to citizen flag downs, customer contacts/stops, patrol checks, community policing etc.) while patrolling the system to prevent and deter criminal conduct. Stop and frisk is not a practice engaged by or supported by the law enforcement contractors. Reference: Metro letter, dated July 21, 2016 submitted to the Metro Board of Directors.</p> <p>Some anti-crime operations may include distribution of books or food related to community engagement.</p> <p>Additionally, Metro is proposing to revise this responsibility to read "Conduct community focus law enforcement activities operations when not handling a dispatched call,"</p>

Attachment A - Multi-Agency Police Contract SOW: Schedule of Recommendations and Proposed Actions

Contract Section	SOW	PSAC Member	Comment/Recommendation	Metro Response/Proposed Action
1.1p	Collaborate with social service agencies to address the impact of homelessness on the transit system	Scarlett De Leon/ Mohammad T/Chauncee	<p>The path program is a great example of a system that leads to permanent housing. METRO should continue and expand contracts with the LA county public health department to create different task forces to address unhoused issues i.e. outreach services, long term recovery, substance abuse etc. I also have questions on where the equity and race office is in all of this? Seems like they should be the ones working with social workers, mental health workers, outreach workers etc., p) What is Metro's desired vision for how the contractor might collaborate in this context? Why is the contractor asked to do this collaboration at all? What data exists to suggest that this contractor might be an effective collaborate to handle this problem?</p> <p>RECOMMENDATION: 1.1p: Suggest adding organizations and non-government social service providers in addition to agencies.</p>	<p>Metro currently works with PATH, LA DOOR and HOME AT LAST, and is open to expanding collaborative partnerships with other CBOs to continue addressing unhoused issues. Metro's new CEO has made homelessness a top priority for the agency and to continue addressing the impact of homelessness on the system law enforcement contractors will continue to collaborate with Metro. Reference: Monthly Metro Board Reports, section "Homeless Outreach Services" submitted to the Metro Board of Directors; 2) https://dmh.lacounty.gov/our-services/countywide-services/eob/ and 3) Los Angeles County Metropolitan Transportation Authority, State of the Agency</p>
1.1q	Enforce LACMTA's Code of Conduct	Scarlett De Leon/ Mohammad T/Chauncee	<p>Metro needs to invest in infrastructure bathrooms!!!!, trash cans, recycling etc. As well as expand cleaning crew this in itself would help a lot of the code of conduct issues. Can we get a report back on elevator attended program? This is known to reduce defecation etc on elevators. These should be Metro public sector jobs and not contracted out.</p> <p>RECOMMENDATION: 1.1q: Suggest editing this provision so that the role of police is restricted to responding to criminal activity. Code of conduct issues should be within the realm of Transit Ambassadors and Metro Security, unless a code of conduct violation also rises to the level of being a crime.</p>	<p>Infrastructure bathrooms, trash cans, recycling, cleanliness and elevator attended program are are not part of the law enforcement SOW and will be considered elsewhere.</p> <p>Metro is proposing to revise this responsibility to read "Enforce local, state and federal laws and regulations".</p>
1.2 Personnel and Training Requirements				
1.2g	g) Fare Collection and Fare Evasion	Chauncee	<p>RECOMMENDATION: 1.2g: Suggest eliminating fare collection from scope of work (see comments in 1.1); this implicates training here – i.e., they should be trained not to conduct fare enforcement activities.</p> <p>Add provisions requiring training on procedural justice, racial and identity profiling, de-escalation, and community-oriented policing.</p> <p>Add provision prohibiting officers assigned to Metro with sustained complaint violations for racial profiling, excessive force, false reporting, or other serious misconduct.</p>	<p>Metro will remove this responsibility from SOW.</p> <p>Required training for law enforcement contractors will be addressed in the community policing plan, section 3.0 of the contract.</p>

Attachment A - Multi-Agency Police Contract SOW: Schedule of Recommendations and Proposed Actions

Draft Multi-Agency Police Contract Scope of Work (SOW): Schedule of Recommendations and Proposed Actions - July 27, 2021

Contract Section	SOW	PSAC Member	Comment/Recommendation	Metro Response/Proposed Action
2.1 Reports				
		Chauncee	<p>RECOMMENDATION: Add collect and publicly report data (1) pursuant to the Racial & Identity Profiling Act (AB 953 - 2015), (2) uses of force (AB 71 - 2015), and (3) complaints of officer misconduct - officer name, rank, complaint category, incident date, allegation, finding/disposition, officer race, race of complainant, officer department and assignment, officer employment status (SB 1421 - 2018).</p>	<p>To enhance transparency and accountability Metro is exploring the ability to add data collection and posting information on its website for future contracted policing services. With respect to the numerical recommendations it is important to note: (1) law enforcement contractors currently collect data and report it as required by the state of California. Metro information is not specifically identified. Reference: Racial and Identity Profiling Act (ca.gov) (2) Each law enforcement agency reports uses of force to the public. Reference: lasd.org/transparency ; longbeach.gov; and lapdonline.org. (3) Information regarding complaints of officer's misconduct is considered a personnel record thus confidential as per the Peace Officer Bill of Rights. It is discoverable through a granted Pitchess Motion after a judicial review.</p> <p>Metro is exploring to add in this section the reporting of "Monthly summary and general nature of personnel complaints" (e.g. type and number of complaints such as sexual harassment, excess use of force, etc.), to then be able to explore with the law enforcement partners how this may be reported as a performance indicator, but anything related to personnel information is confidential.</p>
2.2 Monthly Key Performance Indicators				
	LACMTA will provide to Contractor details of each required key performance indicators ("KPI"), including definitions, raw data required and calculations. LACMTA will use these KIP Is as part of the contract monitoring and evaluation process.	Chauncee	<p>RECOMMENDATION: Add complaints of misconduct as a performance indicator. Ban use of quotas for tickets and arrests as performance indicators.</p>	Metro will consider adding statistics regarding complaints of misconduct as a performance indicator in future contracted policing services. Metro does not use quotas for tickets and arrests as performance indicators.
6.0 LACMTA Resources				
	j) Mobile phone fare validators for each law enforcement official assigned to the contract;	Chauncee	<p>RECOMMENDATION: Delete provision on mobile phone fare validators to align with shift in role provided in previous sections.</p>	<p>The purpose of mobile phone validators assigned to law enforcement contracts is to log-in their deployment shifts. This supports with monitoring contract compliance and access to resources such as Transit Watch App, Google Maps and other series of files for reference.</p> <p>Metro removed the ability for law enforcement to be able to issue citations for fare invasion when using the mobile phone validators. Metro is also proposing to remove the word "fare" from this section.</p>

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EXHIBIT A – STATEMENT OF WORK

As of June 27, -2017

Background

The Los Angeles County Metropolitan Transportation Authority (LACMTA) was established in 1992 and is the region's principal agency for Multi-modal transit operations. LACMTA seeks law enforcement services to support its day-to-day operations across its entire service area. **See Attachment No. 1.** LACMTA averages more than 1.4 million trips on its bus and rail systems daily.

Based upon business need, LACMTA resolved to award three (3) separate contracts to: City of Long Beach, City of Los Angeles and County of Los Angeles to provide law enforcement services within specified territorial coverage. LACMTA shall remain the lead agency for coordination. Contractor shall report directly to LACMTA's System Security and Law Enforcement Department and collaborate on the following priorities:

- **Crime deterrence- to include vandalism and graffiti**
- ~~Decrease response times to emergency, priority and routine calls for service~~
- Increase law enforcement and security ~~v~~Visibility across the transit system
- ~~Deter crime - to include vandalism and graffiti~~
- Reduce ~~v~~Vulnerability to terrorism
- **Prompt response times to emergency, priority, and routine calls for service**
- **Awareness and education regarding public safety**
- ~~Enforce LACMTA's Customer Code of Conduct~~
- ~~Reduce fare evasion~~

LACMTA will not provide compensation for basic services like 911 response, criminal investigations, accident investigations and major incident response, LACMTA will provide compensation for enhanced visibility staffing in order to reduce LACMTA's vulnerability to crime and terrorism.

LACMTA operates transit service from eleven (11) geographically distinct bus divisions and four (4) rail divisions servicing six (6) train lines. In addition to the rail lines, enhanced critical infrastructure staffing shall be provided at Union Station, 7th & Metro Station and Willowbrook/Rosa Parks Station. Bus locations requiring enhanced critical infrastructure staffing include the Harbor/Gateway Station and El Monte Transit Center.

In addition, the Contractor shall provide staffing for work shifts between the hours of 6:00 a.m. and 2:00 a.m. daily, with reasonable reductions upon mutual agreement between LACMTA and Contractor, -during periods of limited service or low demand. Any such agreement shall be confirmed in writing by LACMTA to the Contractor.

1.0 Scope of Work

The Contractor must provide staff with extensive law enforcement experience and provide only POST certified or POST-eligible personnel to this contract. "POST-eligible" means that personnel have successfully met all requirements for POST certification and Contractor will, upon request, provide written evidence that all such requirements have

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been met by any personnel. The Contractor must provide staffing and deployment models consistent with LACMTA's existing division-based configuration. Contractor shall include the specific number of resources assigned to ride LACMTA's trains and rail corridors, and attempt to reduce LACMTA's vulnerability to terrorism at its key critical infrastructures. As the LACMTA system expands for rail, LACMTA may amend the contract with mutual agreement of Contractor in accordance with the terms and conditions of this Contract.

1.1 Specific Responsibilities

Contractor shall be responsible to complete the following tasks, to the maximum extent permitted by Contractor's lawful authority:

- a) Augmented Contractor or regional response to 911 emergency, priority and routine calls for service within Contractor's jurisdiction;
- b) Crime analysis and reporting;
- c) Augment Contractor or regional criminal investigations, accident investigations and law enforcement response to major incidents within Contractor's jurisdiction;
- d) Reduce system-wide vulnerability to terrorism;
- e) Conduct joint anti-terrorism drills, training sessions, and intelligence sharing with other local, state and federal law enforcement agencies;
- f) Provide access to K9 explosive detection on an on-call overtime basis;
- g) Ride Metro trains, and rail stations/corridors, and maintain high visibility at key LACMTA critical infrastructure locations;
- h) Provide **directive** law enforcement presence **at** during the periodic fare enforcement and passenger screening operations, **request of** from **LACMTA**;
- i) ~~Remove~~ **Escort** persons **from LACMTA property at the request of LACMTA** without a valid transit fare from trains, buildings, and stations;
- j) Conduct mutually agreed upon grade crossing enforcement operations;
- k) Respond to and resolve incoming calls for service from LACMTA rail and security dispatch centers;
- l) Respond to and resolve incoming complaints from LACMTA's Transit Watch program;
- m) Respond to and resolve citizen complaints related to criminal activity;
- n) Conduct ~~proactive anti-crime operations~~ **community focus law enforcement activities** when not handling a dispatched call;
- o) Participate in LACMTA emergency and disaster preparedness planning and drills;
- p) **At the request of LACMTA** collaborate with social service agencies, **community and faith-based organizations** to address the impact of homelessness on the transit system
- q) Enforce ~~LACMTA's Code of Conduct~~ **local, state and federal laws and regulations**;
- r) Attend weekly coordination meetings or other meetings as required;
- s) **Tap issued Metro Badge at all TAP machines when boarding buses, riding trains, and accessing rail stations/corridors while patrolling;**
- t) **Body-Worn Cameras will be deployed consistent with departmental policy;**

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- u) Be consistent with the principles of Campaign Zero “Eight Can’t Wait”; and
- v) Provide additional law enforcement services to address unforeseen events/requirements.

1.2 Personnel and Training Requirements

Each sworn law enforcement officer/supervisor assigned to LACMTA must have or be eligible to receive a Basic, Intermediate, Advanced or Supervisory California POST Peace Officer’s Certificate. Upon LACMTA request, Contractor will provide written evidence that any officer/supervisor that is not formally POST-certified has successfully met all requirements for such certification. Command level officers must hold an active Management or Executive POST Peace Officer’s Certificate. LACMTA may consider Reserve Officer POST Certificates on a case-by-case basis. Only POST certified personnel are authorized to provide law enforcement services. The Contractor’s personnel must have completed their probationary period, have a minimum of eighteen (18) months of law enforcement experience, and shall not have current duty restrictions, whether due to medical or performance based issues, in order to be assigned to the Contract.

All LACMTA-mandated training will be conducted by LACMTA and will be considered a reimbursable cost(s) by LACMTA under this Contract.

All Contractor personnel assigned to LACMTA must attend a Four- hour LACMTA safety training immediately following the issuance of a Notice to Proceed. After the Notice to Proceed, any new personnel of the Contractor will be required to attend this LACMTA safety training.

Within the first six (6) months of assignment, all law enforcement personnel must also complete a separate four (4) hour training course in “Transit Policing.” The curriculum will be developed by LACMTA and cover the topics of:

- a) Overview of LACMTA’s Org Chart, Bus and Rail Operations
- b) Mitigating Terrorism in the Transit Environment
- c) Impact of Crime and Disorder on Transit Ridership
- d) Transit Watch App
- e) LACMTA’s Customer Service Expectations
- f) Partnering with LACMTA’s Security Team
- ~~g) Fare Collection and Fare Evasion~~
- g) Grade Crossing Enforcement
- h) LACMTA Customer Code of Conduct

The Chief of Police of the Long Beach Police Department shall have the sole authority for assignment of key personnel on a routine basis. Contractor will make best efforts to ensure key leadership personnel positions identified in its technical proposal are highly qualified personnel that meet all LACMTA requirements. The Parties agree that in the event either Party recommends any changes to key leadership personnel assignments, it will, with a reasonable amount of advance notice, provide written notice to the other Party. The Parties

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will meet and consult to a mutual satisfaction on any changes to key leadership personnel and Contractor will provide LACMTA with documentation of the qualifications for any person proposed for a key leadership position.

1.3 Service Coverage

Contractor shall provide law enforcement services to Metro's areas within the Long Beach city limits as provided in Attachment 2.

1.4 Management and Administrative Duties of Contractor's Personnel

The Contractor will monitor complaint allegations against Contractor Personnel assigned to the Contract, including those specifically related to racial discrimination, excessive force, and sexual harassment during the course of their duties as a law enforcement officer, whether assigned to LACMTA or other assignments. Contractor Personnel with two or more conclusive allegations, over the most recent three years, related to racial discrimination, excessive force or sexual harassment will be identified, communicated to LACMTA, and managed as required by law enforcement departmental policy.

2.0 REPORTING REQUIREMENTS

2.1 Reports

The Contractor shall submit to LACMTA, the following reports and documents as required:

- a) Weekly schedule for each watch or shift. Must include each employee's name, badge number, actual hours worked, assignment and rank. This report shall be submitted within 30 days of the date the schedule is created;
- b) Watch Commander Summary of Major Events of the Day
- c) Monthly summary of crime activity, citations issued, arrests made;
- d) Monthly summary of commendations and complaints;**
- ~~d~~**e) Monthly summary and general nature of personnel complaints;**
- ~~e~~**f) Monthly Report on the number of Part 1 crime cases referred for follow-up investigation and the subsequent disposition;**
- ~~f~~**g) After-Action Reports following special operations, emphasis details and/or major incidents;**
- ~~g~~**h) Annual Community Policing Plan;**
- ~~h~~**i) Monthly summary of Problem-Oriented Policing projects;**
- ~~i~~**j) Executive Summary of Major Events/Incidents on the Metro System (distribution to LACMTA's CEO, DCEO, COO, Chief of Risk Safety and Asset Management and Chief of System, Security and Law Enforcement); and**
- k) Data must be provided in a format which allows LACMTA to determine the calculation of all reported figures, separate from any general written report format that may be provided. Should it be mutually agreed upon to use a third party format or subscription based service to transmit data, LACMTA will pay all costs associated with facilitating data transmission.**

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- l) **Body worn camera data will be provided to LACMTA upon request and in accordance with state laws. LACMTA will work with the Contractor to develop specific protocols for access and delivery of data, as appropriate.**
- l)m) **Contractor will collect and report data consistent with local, state, and federal laws and regulations. Data must be provided upon LACMTA's request.**

LACMTA requires read-only access to law enforcement agency's crime statistics database(s) with ability to pull the required data elements for import into LACMTA's systems.

The Contractor shall provide LACMTA with data to measure:

- a) How assets are assigned and tracked using LACMTA-provided systems and/or equipment
- b) The time/date/category/disposition of calls for service
- c) Incident response times
- d) Ratio of proactive versus dispatched activity
- e) Number of criminal citations/infractions/violations issued
- f) Number of misdemeanor and felony arrests
- g) Real Time Crime Analysis Data
- h) Provide the following GIS data (Raw or API format) and services:
 - i. Spatial (Location-Based): Location of crimes attended, time and location stamped
 - ii. Ability to identify, track, and log mobile assets in real time: Vehicles, radios, mobile phone, and other GPS enabled, Metro-provided equipment

Contractor must come equipped with all of the necessary tools to communicate with other police/fire agencies, investigate crimes and accidents, prepare reports, and use existing crime analysis tools and/or predictive analysis of crime trends. Under no circumstances shall Contractor share confidential data or information obtained from the California Law Enforcement Telecommunications System (CLETS) with non-law enforcement personnel.

LACMTA will work with the Contractor to develop specific protocols for dispatching non-emergency service calls that are not appropriate for the 911 system. LACMTA will provide the Contractor with Mobile Phone Validators, LA Metro Transit Watch tools, Mobile Video Surveillance Tools and access to video feeds where possible.

If LACMTA directs dispatchers or dispatch operations to make minor changes or significant changes to their operations that have a technology, software, staffing, or financial impact, no such changes shall be implemented until LACMTA has contacted the City of Long Beach, Department of Disaster Preparedness and Emergency Communications ("DPEC"), and entered any necessary agreements as required by DPEC.

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2.2 Monthly Key Performance Indicators

LACMTA and the Contractor(s) will jointly develop baseline performance metrics to capture:

- a) **The percentage of time spent on bus stops, transit centers, train platforms, plazas, stations, buses, trains, and performing other LACMTA related activities while on** ~~Number of foot, and vehicle and motor patrols of transit centers and train platforms/plazas/stations~~
- b) Ratio of staffing levels and vacant assignments
- c) Ratio of proactive versus dispatched activity
- d) Number of train boardings
- e) Incident response times
- f) Number of fare enforcement operations
- g) Decreases/Increases in crime
- h) Number of Grade crossings operations

LACMTA will provide details of each required KPI, including definitions, raw data required and calculations. LACMTA will use these KPIs as part of the contract monitoring and evaluation process.

3.0 Community Policing

The Contractor shall update **and submit** annually **for the LACMTA's review and approval** ~~the~~ Community Policing Plan. Building and sustaining community partnerships is central to LACMTA's goal of reducing vulnerability to crime. This will require periodic attendance at community meetings and other events designed to foster LACMTA's relationship with the community. Contractor's staff shall be provided specific training in Problem Oriented Policing in order to assist LACMTA in addressing longstanding challenges related to crime, blight and disorder. The cost of such training and/or exercises are eligible for reimbursement by LACMTA under this Contract.

As part of the Community Policing Plan, it is important for the Contractor to incorporate feedback from rail managers into the overall policing strategy. Maintaining a continuous dialogue will foster operational understanding of the unique challenges associated with policing in a transit environment. The primary goal of these collaborative efforts is to ensure that each of the Divisions are given appropriate coverage and foster the safety of the operators.

4.0 Homeland Security and Emergency Preparedness

The Contractor must be able to conduct detailed threat analysis and identify strategies to address security threats. The Contractor shall collaborate with LACMTA on intelligence sharing, anti-terrorism operations, drills, planning activities and coordination with other agencies. The cost of such training and/or exercises are eligible for reimbursement by LACMTA under this Contract.

5.0 Contractor Resources

The Contractor shall provide:

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- a) All vehicles and associated operating costs;
- b) Police radios and communications equipment;
- c) Mobile data terminal laptops;
- d) Uniforms, weapons and other personal equipment;
- e) Investigative tools and equipment; and
- f) Traffic enforcement devices and equipment.

6.0 LACMTA Resources

Metro may provide a limited amount of resources to key law enforcement staff assigned to the contract. In some cases these resources may have to be negotiated until a mutually acceptable agreement is reached. These resources include:

- a) Office space and official vehicle parking spaces at One Gateway Plaza;
- b) Office desks, computers and printers;
- c) Access to security kiosks, break rooms and restroom facilities, specifically access to the 200 W 27th Street breakroom area, if available;
- d) Access to limited shower and locker room facilities;
- e) Access to conference rooms;
- f) Photocopiers, telephones, network access and email;
- g) Transit passes for official use;
- h) Office space and official vehicle parking at the Rail Operations Center;
- i) Office space and official vehicle parking spaces at select Bus & Rail Divisions (Division 11, if available);
- j) Mobile phone fare-validators for each law enforcement official assigned to the contract;
- k) Safety vest and hardhat;
- l) Access to LACMTA video surveillance feeds; and
- m) Access to LACMTA radio frequencies (Operations and Security).

7.0 BILLING

The Contractor's monthly invoice shall be based upon and reflect the actual services provided under the terms of this Contract. The billings must be accompanied by supporting documentation, to include but shall not be limited to, daily summary of assignments and hours worked and payroll records. The Contractor's invoices are subject to periodic audits at the sole discretion of LACMTA.

1. The Contractor shall not bill LACMTA for any vacant shift assignment
2. All billing expenditures shall be submitted for payment to LACMTA no later than sixty (60) days after the closing of the Contractor Deployment Period.

8.0 DISPOSITION OF EQUIPMENT

Unless otherwise agreed upon by the Parties, all LACMTA-funded and LACMTA-provided equipment shall be returned by Contractor to LACMTA upon termination of this Contract in the same condition in which it was provided to Contractor, less regular wear and tear.

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9.0 TRANSITION/MOBILIZATION PERIOD

LACMTA acknowledges that Contractor will incur significant costs associated with the Transition/Mobilization Period from March 23, 2017, through June 30, 2017. Scope of services to be provided by Contractor during the Transition/Mobilization Period shall be in accordance with the Limited Notice to Proceed (LNTP - Exhibit E) and shall be paid for by LACMTA by written contract amendment, if needed. For clarification purposes, LACMTA agrees to pay for all costs associated with transition/mobilization in addition to the services outlined in this Exhibit A for the duration of the Contract. If the total cost of services articulated within the Contract exceeds \$30,074,628, LACMTA agrees to execute a written contract amendment to increase funding appropriation, and to take any other steps necessary, to ensure adequate funding is available to pay all costs associated with Contractor services.

Scope of services is a material term to this Contract, and Contractor reserves the right to terminate this contract if adequate funding is not provided by LACMTA to pay for such services.