

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

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;**

- f)u) **Be consistent with the principles of Campaign Zero “Eight Can’t Wait”**; and
- s)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~~
- h)g) Grade Crossing Enforcement
- i)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

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.**

- 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.

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:

- 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.

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.