

INTRADEPARTMENTAL CORRESPONDENCE

August 30, 2023
8.1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE EIGHTH AMENDMENT TO CITY CONTRACT NO. C-129255 BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Eighth Amendment to City Contract No. C-129255 [Los Angeles County Metropolitan Transportation Authority (LACMTA), Contract No. PS5862100LAPD24750, Modification No. 8] between the City of Los Angeles acting by and through the Los Angeles Police Department (LAPD) and the LACMTA.
2. That the Board TRANSMIT the Eighth Amendment to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute upon the Mayoral approval.

DISCUSSION

On February 23, 2017, the LACMTA selected the LAPD under a competitive bid process to provide law enforcement services to the LACMTA infrastructure, bus and rail lines, and ridership within the City of Los Angeles. The LAPD and the LACMTA entered into a five-year contract, with two six month extensions which became effective on March 1, 2017, and expired on June 30, 2023.

This Eighth Amendment extends the term of the contract and period of performance by one year to cover the period from July 1, 2023, through June 30, 2024, and revises the total period of performance to read March 23, 2017, through June 30, 2024. The contract price of \$511,991,742.36 shall be increased by \$104,919,115.78 for a revised not to exceed total contract price of \$616,910,858.14. Deputy City Attorney Samuel Petty of the Office of the City Attorney has approved this form.

The Honorable Board of Police Commissioners

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Should you have any questions concerning this request, please contact Deputy Chief Donald R. Graham, Jr., Commanding Officer, Transit Services Bureau, at (213) 922-3614.

Respectfully,

A handwritten signature in blue ink, consisting of a large, stylized 'M' followed by a horizontal line that curves upwards and to the right.

MICHEL R. MOORE
Chief of Police

Attachment

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACT NO. PS5862100LAPD24750, MODIFICATION NO. 8**

FOR: TRANSIT LAW ENFORCEMENT SERVICES

This Contract Modification No. 8 to Contract No. PS5862100LAPD24750 effective June 30, 2023, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "LACMTA" or "METRO", and the City of Los Angeles, a municipal corporation acting by and through its Police Department (LAPD), hereinafter referred to as the "CONTRACTOR."

WHEREAS, CONTRACTOR and LACMTA entered into Contract No. PS5862100LAPD24750, effective March 1, 2017, subsequently modified by Modification No. 1, effective July 1, 2018, Modification No. 2 effective August 16, 2021, Modification No. 3 effective January 1, 2022, Modification No. 4 effective July 1, 2022, Modification No. 5 effective January 1, 2022, Modification No. 6 effective June 30, 2022, and Modification No. 7 effective December 30, 2022, hereinafter referred to as the "Existing Contract" and;

WHEREAS, CONTRACTOR and LACMTA desire to amend the Existing Contract as provided herein;

Now, therefore, it is mutually agreed, by and between the parties, as follows:

1. ARTICLE IV, COMPENSATION, SUBARTICLE .A – CONTRACT PRICE is revised to add the following sentence:

The not-to-exceed Contract Price of \$511,991,742.36 shall be increased by 104,919,115.78 for a revised not-to-exceed total Contract Price of \$616,910,858.14.

2. ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE is revised to read as follows:

The Effective Date of this Contract is March 1, 2017 (hereinafter "Commencement Date") The term of the Contract shall be from the Commencement Date through June 30, 2024, for a total Period of Performance of March 1, 2017, through June 30, 2024.

Period of Performance shall be as follows:

Transition/mobilization period - March 1, 2017 through June 30, 2017

Performance Start Date - July 1, 2017 through June 30, 2024

3. EXHIBIT A – STATEMENT OF WORK

Exhibit A - Statement of Work is deleted in its entirety, and replaced with Exhibit A – Statement of Work revised as of June 29, 2023, attached hereto, incorporated herein by this reference, and made an integral part hereof.

All other terms and conditions of Contract No. PS5862100LAPD24750 shall remain unchanged.

Except as expressly modified hereby, the Existing Contract, as modified remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Modification No. 8 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

CITY OF LOS ANGELES
c/o Los Angeles Police Department
100 W. 1st Street
Los Angeles, CA 90012

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

SIGNATURE OF AUTHORIZED OFFICIAL

STEPHANIE N. WIGGINS
CHIEF EXECUTIVE OFFICER

BY: _____
(PRINT OR TYPE NAME)

BY: _____

(TITLE)

(DATE)

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO
City Attorney

ATTEST:
Holly L. Wolcott
City Clerk

By: _____
SAMUEL PETTY
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

EXHIBIT A – STATEMENT OF WORK
Revised as of June 29, 2023

Background

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. Contractors shall report directly to LACMTA's System Security and Law Enforcement Department and collaborate on the following policing priorities:

- Crime deterrence to include vandalism and graffiti
- Visibility across the transit system
- Vulnerability to terrorism
- Prompt response times to emergency, priority, and routine calls for service
- Awareness and education regarding public safety
- Real-time statistical analysis to address emerging safety and security trends

LACMTA will not provide compensation for basic services like 911 response, criminal investigations, accident investigations and major incident response. LACMTA will, however, 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, Contractor shall provide staffing on a 24/7 basis, with reasonable reductions during periods of limited service or low demand.

1.0 SCOPE OF WORK

The Contractor must provide staffing levels to support a deployment model that provides coverage consistent with LACMTA's public safety multi-layered approach, based upon crime patterns and various data points. Contractor must provide staff with extensive law enforcement experience and provide only POST certified personnel to this Contract. Contractor shall provide to LACMTA the specific number of resources assigned to ride LACMTA's buses and trains, patrol on foot, bus, and rail corridors, and reduce LACMTA's vulnerability to crime and terrorism. All resource deployment decisions shall be discussed in advance between the parties. If there is a disagreement regarding the deployment of Contractor resources on the LACMTA System, the parties shall endeavor in good faith to reach a mutually acceptable decision.

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1.1 Specific Responsibilities

The selected Contractor(s) shall be responsible to complete or perform the following tasks:

- a) Augment Contractor or regional response to 911 emergency, priority and routine calls for service;
- b) Crime analysis and reporting;
- c) Augment Contractor or regional criminal investigations, accident investigations and law enforcement response to major incidents;
- 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 basis;
- g) Prioritize riding LACMTA buses and trains, patrolling bus, and rail stations/corridors on foot with minimal vehicle patrol, and maintain high visibility at key LACMTA critical infrastructure locations;
- h) Develop a system collaboratively with LACMTA to ensure effective law enforcement presence on the system
- i) Escort persons who are actively violating criminal statutes on LACMTA properties.
- j) Conduct mutually agreed upon grade crossing enforcement operations;
- k) Respond to incoming calls for service from LACMTA bus, rail and security dispatch centers;
- l) Respond to incoming complaints from LACMTA's Transit Watch program;
- m) Respond to citizen complaints related to criminal activity;
- n) Conduct community focused law enforcement activities when not handling a dispatched call;
- o) Participate in LACMTA emergency and disaster preparedness planning and drills;
- p) Collaborate with social service agencies, the business community, and faith-based organizations to address unhygienic, inappropriate, unsafe, or general misuse of the LACMTA system by persons on the transit system;
- q) Enforce local, state, and federal laws by taking appropriate enforcement actions consistent with LAPD policy and applicable law, which may include effectuating a custodial arrest of persons who are actively violating criminal statutes on LACMTA properties;
- r) Attend weekly coordination meetings or other meetings as required;
- s) Tap issued LACMTA Badge at all TAP machines when boarding buses, riding trains, and accessing rail stations/corridors while patrolling.;
- t) Deploy Body-Worn Cameras consistent with departmental policy.;
- u) Consistently apply the principles of Campaign Zero "Eight Can't Wait" in accordance with Departmental policies;
- v) Provide additional law enforcement services to address unforeseen events;
- w) Comply with the principles of Bias-Free Policing Policy (GEN 64 - Attachment 3) and Public Safety Analytics Policy (GEN 63 – Attachment 4); and
- x) Collaborate with all levels of LACMTA to respond, assess, and assist in the

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removal of encampments on LACMTA property consistent with City policy and applicable law.

1.2 Personnel and Training Requirements

Each sworn law enforcement officer/supervisor assigned to LACMTA must hold an active Basic, Intermediate, Advanced or Supervisory California POST Peace Officer's Certificate. 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 Contractor personnel must attend a LACMTA safety training immediately following the issuance of a Notice to Proceed. All LACMTA-mandated training will be conducted by LACMTA and will be considered a reimbursable cost by LACMTA in accordance with Exhibit B. Within the first six (6) months of assignment, all law enforcement personnel must complete a four (4) hour training course in "Transit Policing." After Notice to Proceed, any new personnel of the Contractor will be required to attend this LACMTA safety training. The curriculum will be developed by LACMTA prior to the trainings 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) Grade Crossing Enforcement
- h) LACMTA Customer Code of Conduct

The Chief of Police of the Los Angeles 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 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 on the LACMTA System areas within the City of Los Angeles as provided in Attachment 2.

As LACMTA approaches and implements new public safety programs, LACMTA may request resources to be adjusted (reduced or increased), at any time, in whole or in part.

Further, at the beginning of each Contract year, the Parties may meet to discuss and examine ridership statistics for the prior years to identify days (individually, a "Light Ridership Day") for which ridership was reduced in comparison to the baseline ridership for days of that Contract year. For any day of the upcoming Contract year that is expected to be a Light Ridership Day, the Parties shall develop a reduced deployment plan in writing and LAPD shall staff according to that plan. Notwithstanding anything in this Agreement to the contrary, LAPD shall not be obligated to deploy for the specified Contract year during a Light Ridership Day in excess of the staffing obligations contained in the written reduced deployment plan developed pursuant to this Section 1.3. Absent a written reduction plan, all other agreed to deployment shall remain.

The law enforcement services provided under this Agreement shall be consistent with the Charter of the City of Los Angeles, the laws of California, and the policies and procedures of the LAPD. The law enforcement services provided under this Agreement shall not reduce the Contractor's normal and regular ongoing services.

The Parties agree that Contractor's role shall be proactive and preventative. However, LACMTA understands and agrees that the provisions of the Services provided under this Agreement do not guarantee the absence of crime.

Contractor shall have the obligation to patrol and provide law enforcement at specific locations and times according to a plan determined by LACMTA subject to written revision by the Chief of Police if the Chief of Police reasonably determines that a revision to the deployment plan is necessary because lives or property are in imminent danger and provides clearly articulated written support of such imminent danger, including factual support of the imminent danger, to LACMTA. Under such circumstances, Contractor shall use its best efforts to provide as many services as practicable.

LACMTA reserves the right to request the Contractor to work in partnership with other law enforcement agencies to provide enhanced law enforcement services to address safety, health, and security issues on the LACMTA system, as deemed necessary.

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1.4 Management and Administrative Duties of Contractor's Personnel.

- a) 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.
- b) To the extent permitted under LAPD policy and applicable law governing the rights of police officers, Contractor shall not assign personnel with sustained (as defined in California Penal Code Section 832.8(b) misconduct complaints specifically related to racial discrimination, excessive force, and sexual harassment) to the LACMTA Contract.
- c) LACMTA reserves the right to request the Contractor to remove/reassign/substitute contracted personnel from working on the LACMTA system by so notifying the Contractor in writing.

2.0 REPORTING REQUIREMENTS

2.1 Reports

The Contractor shall submit to LACMTA, the following reports and documents as required, relating to Contractor's performance under this Contract:

- a) Weekly schedule for each watch or shift. Must include each employee's name, actual hours worked, assignment and rank.
- b) Daily summary of work activity for each employee;
- c) Monthly summary of crime activity, citations issued, arrests made;
- d) Monthly summary of commendations and complaints;
- e) Monthly summary and general nature of complaints against Contractor personnel assigned to the Contract;
- f) Monthly Report on the number of cases referred for follow-up investigation and the subsequent disposition
- g) After-Action Reports following special operations, emphasis details and/or major incidents;
- h) Annual Community Policing Plan;
- i) Monthly summary of Problem-Oriented Policing projects;
- j) Law Enforcement Sensitive Reports (distribution to LACMTA's CEO, DCEO, COO, Chief of Risk Safety and Asset Management and Chief of System Security and Law Enforcement);
- 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.
- l) Body worn camera evidence will be provided to LACMTA consistent with existing law and agency policies; and
- m) Contractor will collect and report data consistent with local, state, and federal laws and regulations.

The following LACMTA-related data will be provided upon LACMTA's request:

- a) The time/date/category/disposition of calls for service
- b) Incident response times
- c) Ratio of proactive versus dispatched activity
- d) Number of criminal citations/infractions/violations issued
- e) Number of misdemeanor and felony arrests
- f) Real Time Crime Analysis Data
- g) To the extent not inconsistent with LAPD's obligations under applicable law, LAPD shall in good faith initiate actions in furtherance of complying with the following:
 - i) Provide the following GIS data (Raw or API format): Spatial (Location-Based): Location of crimes attended, time and location stamped
 - ii) Provide the following GIS services: the ability to identify, track, and log mobile assets in real time: Vehicles, radios, mobile phone, and other GPS enabled equipment.
- h) Reporting that addresses and provides confirmation of the visible Contractor staffing on Metro's transit system.

Contractor must periodically provide a digital map displaying for review and decision-making, number of crimes by type and geographical location that occur on the LACMTA system, and an overlay of routine patrol deployments by bus, rail, and patrol car.

Contractor must come equipped with all of the necessary tools to communicate with other police/fire agencies, investigate crimes and accidents, prepare reports, analyze and predict crime trends.

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

2.2 Monthly Key Performance Indicators

LACMTA shall, in consultation with Contractor, establish on an annual basis, monthly key performance targets to measure Contractor's performance based on Contractor's recommended quantifiable performance metrics on the following:

- a) The time spent performing other LACMTA related law enforcement activities, including on/in bus stops, transit centers, train platforms, plazas, stations, buses, trains, and while on foot and/or vehicle and motor patrols;
- b) Time spent on LACMTA system per shift;
- c) Ratio of staffing levels and vacant assignments;

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- d) Ratio of proactive versus dispatched activity;
- e) Number of bus and train boardings per shift;
- f) Response times to calls for service;
- g) Decreases/Increases in crime;
- h) Number of Grade crossings operations; and
- i) Number of sustained (as defined in California Penal Code Section 832.8(b) misconduct complaints against Contractor's field law enforcement personnel on the LACMTA system.

LACMTA will provide to Contractor details of each required key performance indicators ("KPI"), including definitions, raw data required and calculations. Contractor must meet all KPIs at a minimum of 90% performance levels. 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 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. The Contractor shall provide staff with specific training in Problem Oriented Policing in order to assist LACMTA in addressing longstanding challenges related to crime, blight and disorder.

As part of the Community Policing Plan, the Contractor should incorporate feedback from bus and 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 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.

5.0 CONTRACTOR RESOURCES

The Contractor shall provide the equipment listed in Exhibit E.

6.0 LACMTA RESOURCES

LACMTA shall provide the equipment listed in Exhibit F.

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7.0 BILLING

The Contractor’s monthly invoice shall be based upon and reflect the actual services provided under the terms of this Agreement. The billings must be accompanied by supporting documentation, including but 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.

- The Contractor shall not bill LACMTA for any vacant shift assignment for employees assigned to the Agreement on an overtime basis.
- All billing expenditures shall be submitted for payment to LACMTA no later than sixty (60) days after the closing of each Contractor Deployment Period (“DP”).

There may be situations that arise during the term of the Agreement where equipment or other items are necessary for Contractor to carry out Work required by LACMTA that may not have been budgeted or anticipated at the time the Proposal was submitted. Should this occur, Contractor and LACMTA shall meet to assess the requested equipment and determine whether the item will be funded by LACMTA.

In the event of increased threat levels, special events, the need for increased crime suppression, or other exigent circumstances necessitating the deployment of additional Contractor resources above and beyond the budgeted personnel, LACMTA may request that Contractor deploy additional resources. When such resources are deployed at the request of LACMTA, LACMTA agrees to reimburse Contractor for the cost of all additional resources deployed. LACMTA shall make the request and agreement to deploy additional Contractor resources to the Los Angeles Police Department Director of Office of Operations. In the event deployment of such resources is agreed upon, Contractor shall deploy the requested resources. LACMTA shall provide to the Commanding Officer, Los Angeles Police Department, Fiscal Operations Division, within forty-eight (48) hours of the requested deployment, a written request for deployment of additional resources and LACMTA’s agreement to pay the cost associated with such request.

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.. Contractor will provide necessary documentation to evidence the transfer of title to LACMTA, as it relates to vehicles purchased by the Contractor on behalf of LACMTA.

9.0 TRANSITION/MOBILIZATION PERIOD

LACMTA acknowledges that Contractor will incur significant costs associated with the Transition/Mobilization Period from March 1, 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 dated March 1, 2017 (LNTP – Exhibit G)

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and shall be paid for by LACMTA by written contract amendment. 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 \$369,330,499, LACMTA agrees to execute a written contract amendment to increase funding appropriation, and 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.

10.0 TRANSITION TO A UNIFIED TRANSIT ENFORCEMENT APPROACH

In the transition from a multi-agency law enforcement approach to an independent LACMTA Public Safety Department (i.e., TSO's, Contract Security, and Ambassadors), Contractor shall provide LACMTA with as-needed support and assist in the assimilation of new personnel, in a manner to be mutually agreed upon and memorialized in writing.

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