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**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACT NO. PS95866000LBPD24750, MODIFICATION NO. 6**

TRANSIT LAW ENFORCEMENT SERVICES

This Contract Modification No. 6 to Contract No. PS95866000LBPD24750 effective January 1, 2022, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "METRO", and City of Long Beach through Long Beach Police Department (LBPD), hereinafter referred to as the "CONTRACTOR."

WHEREAS, Contractor and Metro entered into Contract No. PS5862300LBPD24750 (previous contract number), effective March 23, 2017, subsequently modified by Modification No. 1, effective January 8, 2018, Modification No. 2, effective October 1, 2019, Modification No. 3 effective August 16, 2021, Modification No. 4 effective January 1, 2022 and Modification No. 5 effective July 1, 2022 (the "Existing Contract") and;

WHEREAS, Contractor and METRO desire to amend the Existing Contract as provided herein;

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

1. EXHIBIT A – STATEMENT OF WORK

Delete Exhibit A - Statement of Work, pages 6 through 12, in its entirety and substitute in lieu thereof, Exhibit A –Statement of Work revised as of January 1, 2022, attached hereto and incorporated herein by this reference and made an integral part hereof.

Attached is revised Exhibit A – Statement of Work, pages 6 through 12a of Contract No. PS5862100LAPD24750. Amendment revisions are identified by a denoted bar (|) in the border and are printed in bold and italics for easy reference.

All other terms and conditions of Contract No. PS95866000LBPD24750 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. 6 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

**CITY OF LONG BEACH THROUGH
LONG BEACH POLICE DEPARTMENT**
411 West Ocean Boulevard
Long Beach, CA 90802

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

BY: Linda F. Tatum
(Signature of Authorized Official)

STEPHANIE N. WIGGINS
CHIEF EXECUTIVE OFFICER

LINDA F. TATUM
Print or Type Name

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

BY: Autlyn L. Sumner

ASST CITY MANAGER
(Title)

July 7, 2022
Date

Date

Tax ID No.: _____

APPROVED AS TO FORM

July 5, 2022
CHARLES PARKIN, City Attorney

By Vanessa S. Ibarra
VANESSA S. IBARRA
DEPUTY CITY ATTORNEY

EXHIBIT A – STATEMENT OF WORK
Revised as of January 1, 2022 ~~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. 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**
 - ~~Decrease response times to emergency, priority and routine calls for service~~
 - Increase law enforcement and security **Visibility across the transit system**
 - ~~Deter crime to include vandalism and graffiti~~
 - Reduce **Vulnerability to terrorism**
- **Prompt response times to emergency, priority, and routine calls for service**
- **Awareness and education regarding public safety**
 - ~~Enforce LACMTA's Code of Conduct, amended 01/01/2016, pertaining to criminal violations (LACMTA shall inform Contractor as soon as reasonably possible regarding any changes or amendments to the 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.

METRO PS95866000LBPD24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	6	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
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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

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

- a) Augment 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 train, and rail stations/corridors, and maintain high visibility at key LACMTA critical infrastructure locations;
- h) **Develop a system collaboratively with LACMTA to ensure effective** Provide law enforcement presence **on the system** during periodic fare enforcement and passenger screening operations upon request from LACMTA and within Contractor's territorial coverage;
- i) Remove **Escort persons from LACMTA property at the request of LACMTA** without a valid transit fare from buses, trains, buildings, and stations;
- j) Conduct mutually agreed upon grade crossing enforcement operations;
- k) Respond to and resolve incoming calls for service from LACMTA bus, 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;

METRO PS95866000LBPD24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	7	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
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- o) Participate in LACMTA emergency and disaster preparedness planning and drills;
- p) 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; and
- 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;**
- u) **Be consistent with the principles of Campaign Zero "Eight Can't Wait":**
 - 1) **Requiring officers to de-escalate situations, when possible, before using force.**
 - 2) **Using a Force Continuum or Matrix that defines and limits the types of force that can be used to respond to specific types of resistance.**
 - 3) **Restricting, or prohibiting, the use of chokeholds, strangleholds, and carotid restraints.**
 - 4) **Requiring officers to give a verbal warning before using deadly force.**
 - 5) **Prohibiting officers from shooting at people in moving vehicles unless the person poses a deadly threat.**
 - 6) **Requiring officers to exhaust all other reasonable alternatives before resorting to using deadly force.**
 - 7) **Requiring officers to intervene to stop another officer from using excessive force.**
 - 8) **Requiring comprehensive reporting that includes both uses of force and threats of force.; and**
- v)s) 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,

METRO PS95866000LBPD24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	8	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
---	---	--

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 complete a four (4) hour training course in "Transit Policing." 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) Fare Collection and Fare Evasion~~
- ~~g) h) Grade Crossing Enforcement~~
- ~~h) i) 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 City of Los Angeles as provided in Attachment 2.

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, whether assigned to LACMTA. Contractor Personnel with two**

METRO PS95866000LBPD24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	9	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
---	---	---

or more sustained allegations, over the most recent three years, related to racial discrimination, excessive force or sexual harassment will be identified, communicated to LACMTA consistent with existing law 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;
- e) **Monthly summary and general nature of complaints against contract employees;**
- ~~e) Monthly report on the number of Part 1 crime cases referred for follow-up investigation and the subsequent disposition;~~
- f) **Monthly Report on the number of cases referred for follow-up investigation and the subsequent disposition**
- ~~g) f) After-Action Reports following special operations, emphasis details and/or major incidents;~~
- ~~h) g) Annual Community Policing Plan;~~
- ~~i) h) Monthly summary of Problem-Oriented Policing projects;~~
- ~~j) i) Executive Summary of Major Events/Incidents on the Metro - **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); and~~
- ~~k) j) 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 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. LACMTA related data will be provided upon LACMTA's request.**

The Contractor shall provide LACMTA with data to measure:

- a) How assets are assigned and tracked using GPS
- b) The time/date/category/disposition of calls for service

METRO PS95866000LBDP24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	10	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
---	----	---

- 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, analyze and predict 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 nonemergency 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 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*** ~~Number of foot and/or 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 bus and train boardings;
- e) Incident response times;
- f) ~~Number of fare enforcement operations;~~
- f) g) Decreases/Increases in crime; and**
- g) h) Number of Grade crossings operations.**

METRO PS95866000LBDP24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	11	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
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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** 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 the 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;

METRO PS95866000LBPD24750 (Formerly PS5862100LAPD24750) ISSUED: 03.23.17	12	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 01.01.22 06.27.17
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