County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

April 20, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE MODIFICATION NUMBER ONE
TO LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Metropolitan Transportation Authority (Metro) has requested to amend its law enforcement services agreement. The purpose of Modification Number 1 (Modification) is to revise the Scope of Work to reflect changes in the management and organizational structure of Metro's security department, to reflect an increase in services, and an increase in the maximum annual contract sum by $2,895,460 for the remainder of the contract year.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Modification to the law enforcement services agreement, County Agreement No. 77032/Contract No. PS2610LASD for Transit Community Policing Services (Agreement), between Metro and the County of Los Angeles (County), which revises the Scope of Work, increases the service levels, and increases the maximum annual contract sum by $2,895,460 to $68,817,397 for Fiscal Year (FY) 2009-10.

2. Delegate authority to the Sheriff to execute amendments to the Agreement between Metro and the County which (1) increase or decrease the service levels and thereby

increase or decrease the maximum annual contract sum accordingly, (2) modify the annual rates for service, as determined by the County Auditor-Controller (Auditor Controller), and (3) make immaterial or clerical changes to the Agreement with the concurrence of County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 30, 2009, your Board approved the Agreement between the County and Metro for the provision of law enforcement services by the Los Angeles County Sheriff's Department (Department) from July 1, 2009, to June 30, 2012, with two additional option years and a maximum annual contract sum of $65,921,937 for FY 2009-10. The purpose of the recommended action is to gain your Board's approval of the Modification to the Agreement between the County and Metro, which revises the Scope of Work, increases the service levels, and increases the maximum annual contract sum.

Implementation of Strategic Plan Goals

This recommended action conforms with the County's Strategic Plan, Goal 1, Operational Effectiveness. All Department costs are fully reimbursed by Metro.

FISCAL IMPACT/FINANCING

There is no net County cost to the Agreement or the Modification. Metro shall pay the County for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the current fiscal year. The additional estimated cost of $2,895,460 will offset the cost of implementing and providing the increased services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the current Agreement, Metro's Deputy Executive Officer, System Safety and Security (DEO) was responsible for the direction and command of Metro's Security Department. Metro has now eliminated the DEO position. The Modification specifies that Metro's Security Department will now be under the direction of Metro's Deputy Chief Executive Officer.

On December 10, 2009, the Metro Board of Directors approved an addition to its Agreement (this Board was notified of the contract increase on December 14, 2009). Metro added one lieutenant, one sergeant, ten deputy sheriff generalists, one bonus one canine handler, six law enforcement technicians, and eight security assistants. As a result, the maximum annual contract sum has increased by $2,895,460 from

$65,921,937 to $68,817,397 for services during the period of July 1, 2009, through June 30, 2010. The Modification amends the Agreement to reflect such changes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services in the unincorporated areas of the County.

CONCLUSION

Upon approval by the Board, please return five adopted copies of this letter and two originals of the Modification to the Department's Contract Law Enforcement Bureau.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. PS2610LASD

MODIFICATION NO. 1

MEMORANDUM OF UNDERSTANDING

FOR TRANSIT COMMUNITY POLICING SERVICES

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

COUNTY OF LOS ANGELES

This Modification No. 1 to Contract No. PS2610LASD is made and entered into this 10th day of December 2009, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "Metro" or "MTA," and the COUNTY OF LOS ANGELES, hereinafter referred to as "LASD."

RECITALS

WHEREAS, LASD and MTA entered into Contract No. PS2610LASD, hereinafter referred to as "Contract," effective July 1, 2009; and

WHEREAS, LASD and MTA desire to amend the Contract (1) to revise Attachment A, Scope of Work, to reflect changes in the management and organizational structure of Metro's Security Department, (2) to revise Attachment B, Price Schedule, to reflect an increase in services for the remainder of this contract year, and (3) to increase the maximum contract sum for services by $2,895,460 for the period July 1, 2009 through June 30, 2010.

Now, therefore, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree to amend the Contract as follows:

1. Section 1, Scope of Work, Subsection C of the Contract is deleted in its entirety and replaced as follows:

   1.C The LASD Commanding Officer shall have final responsibility and authority over LASD operations. The LASD Commanding Officer is responsible for implementing METRO Board of Directors (Board) policy and the administrative and operational directions for the METRO Chief Executive Officer (CEO) and METRO Deputy Chief Executive Officer (DCEO). Within these policies and directives, the LASD Commanding Officer shall establish priorities for resource allocation of Transit Community Policing. The METRO DCEO will direct and command METRO's Security Department. The METRO DCEO will lead the effort to develop annual performance objectives and goals for the Transit Community Policing Program.

   The METRO DCEO shall provide direction to LASD regarding delivery of services. LASD shall ensure that such Services are delivered in a manner consistent with the priorities, annual performance objectives and goals established by METRO. Any dispute arising under this Section 1C shall be resolved by the parties in good faith, but is explicitly exempt from the provisions of Section 21, Resolution of Disputes, of this Agreement.

2. Section 3.C, Payment and Compensation for Services, of the Contract is deleted in its entirety and replaced as follows:

   3.C PAYMENT AND COMPENSATION FOR SERVICES

   LASD agrees to provide all personnel, material and equipment required to perform the Services set forth in the Scope of Work (Attachment A), in accordance with Sections 1D and 1E of this Agreement and in accordance with the Price Schedule (Attachment B). METRO shall pay as full compensation an amount NOT TO EXCEED (NTE) amount of $68,817,397 for Services for the period of July 1, 2009 through June 30, 2010.

3. Section 6, Metro and LASD Representatives, Subsection B, Metro's Key Personnel is deleted in its entirety and replaced as follows:

6.C METRO'S KEY PERSONNEL

METRO's Project Manager under this Agreement shall be METRO's DCEO. The METRO Project Manager shall be the point of contact for all matters relating to the program and the operations. The Contract Administrator shall be the sole and exclusive contract on all contractual matters.

METRO's DCEO will provide contractual management of LASD. As such, the LASD CO shall consult and work with METRO's Contract Administrator and METRO's DCEO regarding contractual and other law enforcement related issues as they apply to impacting the performance of METRO transit systems. All security personnel and assets of METRO shall be under the command and control of METRO DCEO. However, LASD's CO will manage the day-to-day operations of METRO's Security Department.

4. Attachment A, Scope of Work, is deleted in its entirety and replaced with the attached revised Attachment A. Exhibit 1, Exhibit 2, and Exhibit 3 to Attachment A, Scope of Work, however remain unchanged and in full force and effect as originally executed.

5. Attachment B, Price Schedule, is deleted in its entirety and replaced with the attached revised Attachment B, which shall be effective through June 30, 2010.

Except as expressly modified herein, all terms and conditions of the Contract, including Exhibit 1, Exhibit 2, and Exhibit 3 to Attachment A, Scope of Work, remain in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Modification No. 1 to the Contract to be executed by their respective authorized representatives.

Date: _____

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By _____
Chief Executive Officer

Date: _____

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer and Clerk
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

ATTACHMENT A
(REVISED 12/2009-Modification Number 1)

TRANSIT COMMUNITY POLICING SERVICES
SCOPE OF WORK

I. VISION, ORGANIZATION AND PURPOSE OF METRO'S SECURITY PROGRAM

The Los Angeles County Metropolitan Transit Authority (hereinafter referred to as METRO or LA Metro) Transit Community Policing Services Scope of Work is designed for the successful delivery of security services that will ensure a safe and secure regional public mass transit system for METRO's customers and employees.

A. METRO SECURITY VISION

METRO...Leading the nation in safety, mobility, and customer satisfaction

One of the key components in METRO's Vision is Safety. METRO and the County of Los Angeles (hereafter referred to as LASD) will meet the elements of this Scope of Work and contribute to the safety and security of METRO transit systems, customers, and employees.

A central theme within this Scope of Work is as follows:

The citizens of Los Angeles County have a basic right to protection and security provided by all levels and jurisdictions of law enforcement when they use public transportation. Whether underground or above, a transit system passes through many different jurisdictions. Security issues will vary depending on the location within the system, time of day or night and other conditions. This "mobile" system characteristic and environment requires a systematic approach that addresses both the distinct dynamics of transit security and the special concerns of patrons. New threats challenging every citizen's basic freedom of mobility must be met with innovative technology and programs, maximizing use of available financial resources.

Security is an integral element of METRO's overall operations. The systems approach to security provides METRO with a management tool to ensure that security functions are effectively integrated into system operations. METRO has recognized that cost efficiency and effectiveness in security remains a key objective in implementing a cohesive partnership with our contract policing agency as we jointly continue to develop an industry leading and comprehensive transit security program.

The Transit Community Policing Scope of Work has a distinct emphasis on Quality of Life policing issues and the prevention of crime and disorder. The concept embraces the "Zero Tolerance to Crime" philosophy and the "Broken Windows Theory" of policing and focuses on problem solving and the prevention of minor crimes, misdemeanors, and infractions in the effort to provide a safe and secure environment for our passengers and employees. Through the "Zero Tolerance to Crime" philosophy, METRO intends to preclude crime from gaining a foothold on the transit system. Other Part I and Part II crimes are not ignored within METRO security program as addressing and responding to all types of crime is inherently the responsibility of all sworn personnel. However, METRO reinforces its belief that local law enforcement agencies have a responsibility to respond to and take charge of all crime scenes,

detective work, and prosecution of crimes committed within their jurisdiction that do not require specific transit expertise. The local agencies are in charge of policing within their jurisdictions and METRO's program must be a supplement to these local programs, not a replacement for the primacy of the local agency.

METRO's security program focuses on the so-called "nuisance crimes" or "Quality of Life crimes" on METRO transit system that often may not receive the dedication of time and resources of the local law enforcement agencies as METRO would otherwise prefer to see. Quality of Life crimes include the prevention of graffiti, fare evasion, vandalism, and disorderly conduct on or near the transit systems. The Transit Community Policing Program will include determining what the problems are and then mobilizing resources to problem solve. LASD will clearly understand and embrace the principles of Community Policing as applied within a major transit system environment.

METRO envisions small and nimble teams of sworn staff and other staff who are assigned to support METRO's Transit Community Policing Areas with special emphasis on serving the transit community policing needs of METRO's operating divisions. METRO has decentralized and aligned its transit services into smaller and more responsive organizational business units called Service Sectors. Each of the five (5) bus Service Sectors consists of two or more bus divisions and the sector is led by a General Manager. The METRO Rail sector is another organizational business unit that reports to a General Manager. LASD shall design their Transit Community Policing Program to be directly responsive to, and supportive of, these METRO Service Sector business units. METRO may provide space at various facilities in order to support and facilitate a close working relationship between LASD's Lead Officer/Deputy, Sergeants and Lieutenants and the Service Sector General Managers, METRO Operating Division Managers, and the Deputy Chief Executive Officer (DCEO). The METRO DCEO shall manage the Transit Community Policing Services Agreement and in consultation with the Chief of Transit Police is responsible for the overall planning, design and implementation of the METRO Security Program. The Transit Community Policing Services Agreement is an integral part of the multi-faceted Transit Security Program.

METRO's service area and description of services can be found on METRO's website. This information can be accessed at www.metro.net **under Facts at a Glance.**

B.ORGANIZATION OF METRO'S SECURITY PROGRAM

METRO shall implement a fully integrated and comprehensive transit security program where the several major components of that security program function in a seamless, mutually supportive and synergistic manner. Therefore, security operations will be designed and implemented in a way that utilizes the strengths and efficiencies of the several components. Law enforcement services and security services shall be employed in a tactically sound, efficient and cost effective manner in support of METRO Board of Directors (Board) Security Policy and the METRO leadership team's policy guidance.

B.1 METRO DEPUTY CHIEF EXECUTIVE OFFICER AND CHIEF OF TRANSIT POLICE – ROLES AND RESPONSIBILITIES

The METRO DCEO will provide contract management of LASD and will command METRO Security and contract security.

The METRO Chief Executive Officer (CEO) will appoint the Commanding Officer of the LASD's Transit Services Bureau as the Chief of Transit Policing. The Chief of Transit Police will serve as the chief law enforcement officer of METRO and will command the Transit Services Bureau. The Chief of Transit Police may be consulted by the METRO DCEO regarding the deployment of METRO in house and contract security resources.

The Chief of Transit Police will report directly to the METRO CEO or his designee.

METRO's DCEO will be charged with overseeing and managing the overall METRO Transit Community Policing Program. The METRO DCEO will provide contract management of the Transit Community Policing Services Agreement and command METRO's Security Department to ensure that the Transit Community Policing Service goals are met. The METRO DCEO, and his/her staff, including certain key METRO personnel, will provide oversight for the security program. The METRO DCEO will also provide guidance, direction, and support to LASD and METRO's Security Department, consistent with the Agreement and METRO Board Security Policy. (Board Policy is included. See Exhibit 1 to the Scope of Work)

METRO DCEO shall have responsibility and authority over METRO's Transit Community Policing Program consistent with METRO Board policy and under the guidance of METRO's CEO. The METRO DCEO is responsible for implementing METRO Board policy and the administrative and operational directions of METRO CEO. Within these policies and directives, the METRO DCEO shall establish priorities for resource allocation in consultation with LASD of the Transit Community Policing and security assets. METRO DCEO provides project oversight of LASD and commands METRO's Security Department. The METRO DCEO will consult with the Commanding Officer of LASD (Chief of Transit Police) in an effort to develop annual performance objectives and goals for the Transit Community Policing Program. These goals and objectives shall be provided as Exhibit 2.

B.2 COMMAND AND CONTROL OF METRO'S SECURITY DEPARTMENT

The METRO DCEO has command and control of METRO Security Department. However, LASD's Commanding Officer shall manage the day-to-day operations of the METRO Security Department. The METRO DCEO should consult the LASD Commanding Officer (Chief of Transit Police) to ensure the efficient and effective deployment of METRO Security personnel.

In order to provide for a more unified command for a more coordinated unified field operation, METRO is authorizing LASD to be responsible for command, control and coordination of its METRO Security Officer staff in the field (each watch or shift) through LASD's daily Watch Commander. LASD's Watch Commander will have direct responsibility and accountability for the proper use and operational management of METRO Security Personnel in the field (each watch or shift). LASD's Watch Commander will communicate and coordinate these activities and any issues or concerns through METRO's Security Supervisors (either a METRO Security Lieutenant or Security Sergeant). METRO retains the right to administrative, scheduling, deployment, and internal disciplinary control over its employees. No LASD order, communication or directive will be given, issued or communicated to METRO Security Personnel that contradicts, alters, or diminishes any METRO order, communication or directive issued to METRO Security Personnel. Any concern, issue or dispute regarding proper utilization of METRO Security Personnel will be addressed by and between METRO's DCEO and the Chief of Transit Police.

Additionally, in order to facilitate and effectuate a more unified command and coordinated unified field operation, LASD and METRO Security Personnel will co-locate (as space availability permits), conduct unified daily shift briefings, conduct unified training as applicable to unified operations, and any other such actions as may be identified from time to time, which facilitates and effectuates the intent of a more unified command and coordinated unified field operation subject to agreement between METRO's DCEO and the Chief of Transit Police.

This section is not all inclusive of operational and organizational intent on METRO's part and unaddressed and as yet unidentified details may be subject to resolution between METRO's DCEO and the Chief of Transit Police as they arise.

B.3 CURRENT CONFIGURATION AND MAJOR UNIT RESPONSIBILITIES/ FUNCTIONS

To differentiate LASD's responsibilities from METRO Security's responsibilities for incidents occurring within, on or about the METRO system, the following are understood by both parties unless otherwise agreed to as provided by this Agreement:

Those incidents that are a serious, life threatening crime or emergency that require the intervention of a Sworn Peace Officer because of their criminal and or exigent nature are the responsibility of LASD or the local police jurisdiction. In those instances, LASD's Policies and Procedures are controlling for that incident. The intent of this section is to ensure that incidents are handled safely and efficiently and in an expedient manner consistent with a customer focused and preventive transit security program. Security units shall handle issues within their scope of duties and within their capabilities. Transit security and law enforcement operations shall be fully coordinated, complementary and mutually supportive.

Nothing in this section should be construed to deny or limit either party's rights or authority under applicable law and/or deny or limit either party's rights or authority that are not in conflict with duties and responsibilities contained in this Agreement.

C. PURPOSE OF THE TRANSIT COMMUNITY POLICING PROGRAM

The fundamental purpose of the METRO Transit Community Policing Program is to enhance the safety and security of METRO's customers, employees and assets. This goal is accomplished through a well crafted program that focuses on "Preventive Security" and primarily addresses "Quality of Life" issues on board and near the transit system. METRO desires a Transit Community Policing Program that provides for an orderly and crime free environment for our passengers and public transit services. METRO, along with LASD, will develop a program that focuses on prevention and quality of life issues including but not limited to:

- Disorderly conduct.
- Vandalism.
- Graffiti.
- Fare evasion.
- And other violations of the 640 Section of the Penal Code.

A Transit Community Policing Program that focuses on prevention and addresses these types of quality of life issues will minimize all types of crime. This prevention focused Transit Community Policing concept is based on the "Broken Windows Theory" of policing – where, in general, paying sufficient attention to the little problems can reduce or eliminate the larger problems.

Key METRO Transit Security Principles:

- ***The focus of METRO's Transit Community Policing Program must be proactive and preventive in nature as opposed to reactive.***
- ***METRO's law enforcement and security assets should be focused on preventing crime rather than developing an advanced capability to respond to crime and apprehend the perpetrator.***
- ***The transit agency provides public transportation services.***

II. REQUIREMENTS APPLICABLE TO BOTH BUS AND RAIL OPERATIONS

A. Personnel

LASD shall provide sworn personnel with full authority as set forth in the California Penal Code and regulated by the California Commission on Peace Officer Standards and Training – POST. At all times, LASD's assigned sworn personnel will be patrol trained prior to assignment to this Agreement and at no time shall this Agreement be used to train LASD's sworn personnel on patrol functions. All sworn staff shall meet the qualifications and requirements of the California Penal Code and the regulations of POST. LASD may provide non-sworn personnel as required to support the functions of the sworn personnel.

All uniformed personnel assigned to LASD's Transit Community Policing units shall wear a distinctive patch, pin or emblem that clearly identifies them as being members of the Transit Community Policing unit with assignment to METRO. This identifying insignia shall be required for uniformed sworn personnel and for other uniformed staff. This insignia shall be approved by METRO's DCEO.

Engaging a successful Transit Community Policing Program requires both the assignment of dedicated and committed sworn personnel and staff and it requires reasonable stability in terms of staff turnover. Subject to bargaining unit provisions and promotions, command staff and other senior leadership should have stability in their assignment for the duration of the Agreement. With that in mind, LASD will endeavor to maintain continuity and stability of personnel.

METRO shall have the ability to interview from LASD's short list of nominated Transit Community Policing Commanding Officer (CO) candidates when that position becomes vacant or the assigned person is removed. METRO will notify LASD regarding candidates deemed not acceptable. METRO may submit names to LASD of whom they prefer to become the Chief of Transit Police, and LASD will attempt to mutually agree to the selection. However, final appointment will be at the discretion of LASD.

NOTE: The Agreement provides a clause that provides an avenue for METRO's DCEO to effect a transfer out from the Transit Community Policing unit of <u>any</u> member who is unacceptable to METRO after consultation with Chief of Transit Police and consistent with the

Peace Officer's Bill of Rights and bargaining unit provisions. METRO reserves the right to reject any personnel assigned to this Agreement.

METRO is desirous of a streamlined management structure that is rapidly responsive to the needs of the transit system. METRO also encourages LASD to be innovative and creative in the design of their organization and in the use of different categories or classifications of personnel.

In order to achieve some of the innovative management and organizational strategies, LASD will achieve a sworn personnel-to-sworn supervisor ratio of the following:

Minimum Supervision Ratio: Not less that one (1) sworn supervisor (Line Sergeant) to seven (7) sworn and non-sworn line subordinates, 1/7 ratio.

Subject to a negotiated agreement with METRO and approval of the METRO DCEO, LASD may propose to include skills and capabilities such as Case Workers, Code Enforcement Officers, Mental Health Workers and other categories that may be useful in a creative Transit Community Policing Program.

All personnel time billed to METRO shall be with the written agreement of METRO. Annual staffing shall be directed by METRO DCEO and should consult with the Commanding Officer (Chief of Transit Police) of LASD and subject to the budget constraints adopted by METRO Board.

METRO and LASD shall develop attainable service level goals which can be reached within the funding limits set forth in the Agreement and during each annual budget development process. METRO Board, by budget adoption, shall make the final determination on the annual transit security budget. LASD may not bill METRO for more than METRO's budget for such service.

The following Transit Community Policing services shall be designed to prevent crime and disorder on METRO's regional public transit system. The services shall be developed by LASD and METRO Security Department under the guidance and oversight of METRO's DCEO.

B. Enforcement Function

LASD's sworn personnel (and at such time as either a status is conferred, gates are installed or relevant P.C. 640 sections are decriminalized - Metro's Security Officers) shall conduct enforcement operations to enforce laws, METRO's fare policy, Code of Conduct, and regulations on METRO's System. This function is a supplement to the primary fare inspection duties and quality of life enforcement of Metro operators. METRO is seeking law, fare and Code of Conduct enforcement for bus and rail, which are both high visibility and customer friendly. This fare and quality of life enforcement function should be designed to complement the overall Transit Community Policing Program and to provide a customer oriented service on METRO bus and rail lines. In the course of their fare enforcement duties, LASD shall issue citations for certain crimes and infractions on the transit system. LASD may be required to carry and use a hand held fare inspection device for the purpose described above.

C. Plainclothes Details and Special Team Functions

In many cases deployment of plainclothes functions is a more effective tactic than uniformed patrol to address certain quality of life Transit Community Policing problems. Therefore, LASD shall establish plainclothes functions and capabilities designed to enhance the security of METRO's Transit Community Policing Areas. These plainclothes and special teams' capabilities may be developed through the permanent establishment of dedicated teams or they may be achieved by having uniformed LASD assigned to these special duties on an as required basis. Maximum flexibility in the deployment of sworn personnel is encouraged. Any permanent plain clothes teams shall be with the approval of METRO's DCEO as METRO seeks to avoid permanent teams with a limited role in favor of more cost effective flexible teams that can perform both uniformed duties and plainclothes or undercover operations. Some suggested plainclothes functions may include, but are not limited to:

- Anti-Graffiti function: The Anti-Graffiti function performs directed patrol of the bus system and conducts surveillance to identify locations and lines with a high degree of graffiti and vandalism activity. They arrest and conduct case follow-ups on habitual graffiti violators (taggers) and tagging groups (crews) active on the bus system. This function also maintains intelligence files for tagger identification and prosecution purposes. This function also participates in METRO's restitution program for taggers in that they would conduct enforcement. This function develops a high degree of expertise on dealing with vandalism and graffiti. This function uses innovative tactics and strategies in dealing with this high priority issue.

- Anti-Terrorism function: LASD may develop a special capability in the area of anti-terrorism. This function and capability may be performed by a dedicated, full-time person, or it may be a team made up of uniformed LASD conducting a special plainclothes operation. This function may be an extra duty for patrol or detective personnel.

- Transit Crime Analysis function: This function obtains information from patrol logs and reports, crime analysis, computer data bases, MDTs and other intelligence gathering units in order to complete comprehensive transit crime analysis in support of transit community policing operations. This unit or function may be staffed with civilians.

NOTE: All of these plainclothes details and special functions may be performed by patrol LASD on temporary special assignment rather than having permanent units. Innovative approaches to these functions are encouraged.

D. Detective Function – Limited General Investigations – Most Investigations Should be conducted by the Local Police Agency

LASD may assign detectives to the transit unit, as required, to conduct case follow-ups and general investigations, but only for crime issues that require specific transit expertise or for crimes where the investigation is required for the best interest of transit passengers or METRO staff. Detective services may also be used to investigate crimes involving a METRO employee. METRO does not desire that general detective work be done by LASD for work that would normally be assigned to the local police agency and where that police department would be expected do a sufficient job in case follow-up and prosecution. METRO is willing to pay for criminal investigations that require specific transit expertise and knowledge or where the detective work is clearly in the best interest of METRO and our passengers.

Transit expertise may also be required in the investigation of certain crimes where a METRO employee is a suspect or where detailed knowledge of METRO operations and systems in required areas such as fare media fraud, internal embezzlement and other financial crimes. METRO and its employees and passengers should receive the same level of detective services as any other agency or citizen in the region without having to pay for the service.

LASD may have dedicated detectives assigned to transit services for case follow-up, filings, and coordination with other investigative units and prosecutorial agencies for cases that require specific transit expertise or for crimes involving a METRO employee or where the work is clearly in the best interest of METRO as a deterrent to further crime.

Detectives or uniformed officers/deputies will be assigned to METRO's Threat Management Team and provide law enforcement as needed for threat management cases involving the METRO work site or METRO employees.

Detectives may be required to work with investigators from METRO's Office of Inspector General (OIG) as necessary. This support of the METRO IG shall be coordinated by the METRO DCEO. Metro recognizes that the sensitivity of certain investigations may require confidential communication between the IG and LASD.

E. General Transit Community Policing and Security Tasks and Duties

LASD may be required to perform the following Transit Community Policing and security tasks and duties:

Provide safety and security training to METRO staff and to the transit riding public as needed.

Assign sworn personnel to METRO's Emergency Operations Center (EOC) in the event of an emergency activation.

Provide "Back-up" for METRO security officers as needed and requested by METRO Security Control Center or Watch Commander.

Provide "security review and comment" for METRO construction or operational projects and services when requested by METRO DCEO.

Provide advice on Transit Community Policing and security to METRO management when requested by METRO DCEO.

Provide unbiased and impartial Transit Community Policing at METRO locations as directed by METRO DCEO in conjunction with the Chief of Transit Police during any union work stoppage or lockout. During work stoppages that result in reduced transit services, LASD will absorb unneeded personnel into its ranks and not charge METRO for such personnel until transit service levels return to normal and the personnel are again required. METRO's DCEO will determine required reductions when a work stoppage occurs.

Commit that LASD's law enforcement services are not to be routinely used for general law enforcement activities on behalf of any jurisdiction other than METRO without specific approval from METRO DCEO. This in no way limits LASD's obligation to assist other area law

enforcement requesting assistance in handling short term life threatening situations or of LASD's Mutual Aid obligations.

Conduct security and risk assessments in support of METRO's overall security needs when requested by METRO DCEO.

Conduct security studies as deemed necessary by METRO's in support of the safe and secure functioning of the regional public transit system.

NOTE: The list above is not intended to be totally inclusive of all similar tasks. Other similar general policing and security tasks may be requested as directed by METRO DCEO or METRO CEO.

F. Dispatch Operations and Communications

LASD shall provide an adequate "Police Radio Dispatch and Communications" capability. This system shall be designed and operated to minimize response times on calls for service where the primary response is from a transit police unit or from a local police unit. This communication function must be seamless in operation and it should be fully integrated into the police agency's basic communication system.

This communication system must have rapid, direct and dedicated communications channels, such as a "Ring Down Line," to METRO's two primary dispatch centers located at: (1) the Bus Operations Control Center – BOCC, and (2) the Rail Operations Control Center – ROCC. These two METRO dispatch centers are the nerve centers of METRO transit operation and direct and adequate communications between these control centers and our Transit Community Policing agency is vital.

If METRO constructs a new joint command center, then LASD shall conduct transit police dispatch from within that new command center.

G. Cost Containment Program and Grants

LASD shall work closely with METRO to aggressively seek ways to contain Transit Community Policing Program costs while maintaining adequate overall security. LASD shall develop and implement strategies to reduce costs. Cost containment strategies may include "Civilianizing" certain functions performed by sworn personnel, use of advanced technology, and other options where appropriate and approved by METRO's DCEO.

METRO may apply for certain federal or state grant funding to support transit security or safety programs. LASD shall cooperate with METRO in the grant application process and in any implementation required through the grants. Should any equipment obtained through these grants that LASD may utilize, LASD understands and agrees that any grant obtained equipment is the property of METRO and LASD is responsible for the care, maintenance, and accountability of such equipment. If this Agreement expires or is terminated for any reason, LASD shall turn over to METRO any and all such equipment in a well maintained and functional condition. If any equipment is lost or non-functioning, LASD will repair or replace such equipment at LASD's expense within ninety (90) days of the end or termination of the Agreement.

H. Citation Administration

LASD's dedicated personnel shall be issued METRO coded citation books. These designated personnel shall not carry any other citation book as one hundred percent (100%) of their time is paid by METRO so they shall only carry the METRO cite books. LASD's designated personnel shall write all citations including parking (Separate cite book), vehicle code and criminal violations and infractions on METRO coded citation books only. METRO is entitled by law to certain revenues from these citations. All appropriate citation revenues shall continue to accrue to METRO without any offsets.

LASD shall conduct the initial reviews of all citations and METRO's appointed hearing officer shall conduct the necessary "Administrative Hearings" for parking citations.

I. Crime Reporting and Analysis

LASD shall develop and implement a crime reporting and analysis program in support of METRO's security program. This program may be based on LASD's own internal crime reporting and analysis programs and protocols with modifications to meet the needs of METRO. This function is required to provide enough data, information and analysis to thoroughly inform the METRO Board and management team as to the nature, details, characteristics and trends of crime on METRO's regional public transit system. LASD shall provide all reasonable and customary reports and analysis as requested by METRO DCEO. Certain reports will be required on a periodic basis, i.e. daily, weekly, monthly, quarterly or annually as determined by METRO DCEO, in consult with the Chief of Transit Police.

LASD shall provide all necessary and required reports to the FTA, DOT, DOJ, FBI, DHS, TSA, CPUC, CAL OHS and other federal, state and local agencies. These reports may be audited annually either by in-house staff, or by an independent audit firm (See Independent Auditing and Penalties section). Federal and state agencies may also conduct reviews and audits of all records and documents as authorized by law.

These reports and data shall include, but not be limited to:

- Transit crime statistics by line and mode
- Major incident reports
- Crime trends and analysis
- Threat assessments
- Activity reports
- Area crime analysis
- Area crime analysis in support of METRO Planning or Construction Departments
- Enforcement activities
- Transit vehicle boardings
- Fare inspections made for the period
- Daily activity reports
- Crime reports by mode
- Deployment
- Officer/Deputy observations vs. reported crime
- METRO employee interaction by sector
- Police logs based on LASD's format
- Transit Time vs. Non-Transit Time

- Anti-Terrorism activities and programs
- Other reports or analyses requested by METRO DCEO

J. Productivity Reports and Analyses

LASD shall provide METRO DCEO with all reasonable and customary productivity data, reports and analysis to enable both LASD's management and METRO management the information necessary to effectively and efficiently administer the Transit Community Policing Program. These reports should incorporate customary performance measurement standards. These reports and analyses shall be provided as an Addendum/Exhibit to the Agreement.

LASD shall also provide all reasonable special reports and analysis as requested by METRO DCEO.

K. Municipal Operators

The LASD shall provide service to certain "Municipal Bus Operators" as it does for METRO as specified by the METRO DCEO. Certain municipal operators may provide funding to METRO for regional Community Transit Community Policing Service. A list of these operators shall be provided to LASD each July indicating the amount of funding that the operator is providing to METRO for transit community policing service. METRO, with the advice of LASD, will determine the amount of policing service that is to be provided to the municipal operator based on their contribution to the program.

L. Reserve (Officer/Deputy) Program

LASD is encouraged to develop and implement a Reserve Officer/Deputy Program to provide additional police service to METRO. This program could provide both line reserve officer/deputy and technical and administrative support personnel to supplement the Community Transit Community Policing Program. This program will provide additional resources and it is not intended to reduce the number of regular sworn staff or support staff assigned to METRO.

M. Memoranda of Understanding with Other Police Jurisdictions

To enhance "seamless" Transit Community Policing within each security area, abutting security areas as well as rail operations that operate within or through bus security areas, clear understandings are required with other police agencies. LASD shall negotiate and establish "Memoranda of Understanding" (MOU) with other police jurisdictions in the security areas to specify certain protocols and procedures in the area of Transit Community Policing. These MOU may include protocols on major traffic accident investigations and other important police procedures and are subject to review by METRO's DCEO.

N. Cooperation with METRO's Independent Audits

METRO will independently audit compliance with the provisions of the Agreement. These audits will include evaluations of the monthly, and other periodic reports, fare evasion data, labor hours charged to METRO and other activities and information. LASD shall cooperate in all of these audit activities. Independent audit results that find material differences in reporting results, personnel being charged to METRO, but not actively working on METRO business, or

other deviations from the Agreement provisions will be subject to the resolution process set forth in the Agreement.

III. SCOPE OF WORK REQUIREMENTS SPECIFICALLY FOR BUS OPERATIONS

LASD shall provide the "Transit Community Policing Services" described herein for METRO in support of METRO transit services within each of the following Transit Community Policing Areas:

San Fernando Valley Transit Community Policing Area – Divisions 8 and 15.
Westside/Central Transit Community Policing Area – Divisions 6, 7 and 10.
South Bay Transit Community Policing Area – Division 5 and 18.
Gateway Cities Transit Community Policing Area – Divisions 1 and 2.
San Gabriel Valley Transit Community Policing Area – Divisions 3 and 9.
Central Core Transit Community Policing Area – Lines from Multiple Division Converge – Downtown Los Angeles Area served by numerous bus lines.

LASD must have the full capacity, ability and legal authority to provide all of the law enforcement and security services herein specified for the entire Transit Community Policing Area for which the Agreement is executed.

LASD's Transit Community Policing Services shall be primarily focused on serving the security needs of the operating divisions consistent with guidance provided by METRO's Sector General Manager and the METRO DCEO. METRO's basic transportation service is run out of the several operating divisions and the personnel assigned to these divisions are the staffs who are closest to, and most knowledgeable of, the problems and challenges presented by field operations. Therefore, the Transit Community Policing Services shall be METRO operating division based as it pertains to Cops/Ops meetings and training of bus personnel. The lead - (Officer/Deputy) working for the Service Area Lieutenant assigned to METRO operating division shall work very closely with METRO's Division Manager. Likewise, the Service Area Lieutenant shall work very closely with METRO's Sector General Manager. The Sector General Manger and the Service Area Lieutenant shall provide guidance and direction for the Transit Community Policing Services of LASD's division based teams.

A. Transit Community Policing Service in Support of METRO Bus Service Sector and Bus Division Operations

The LASD shall develop a plan for addressing transit security issues to ensure the safety of the customers, operators, employees, revenues and assets of METRO as they relate to Transit Community Policing Area and division operations. The framework for this plan is as follows:

LASD will provide dedicated Transit Community Policing coverage to certain Transit Community Policing Areas within METRO service area. These services are based on METRO's operating divisions. LASD personnel assigned to Transit Community Policing service may operate out of METRO facilities geographically located throughout the City and County of Los Angeles in order to maintain day-to-day personal contact and communications with bus operators, bus operations staff, divisions and Service Sector management. All space allocations will be at the discretion of METRO's DCEO. Actual directed patrol strategies and deployment will vary to meet Transit Community Policing Area needs, including crime and disorder problems affecting customers and operators, patron usage and system requirements unique to each Transit Community

Policing Area. The basis for this Transit Community Policing Service shall be METRO's Operating Divisions and the specific transit lines that are operated by each division. These Transit Community Policing services resources for bus operations maybe geographically assigned. However, this does limit LASD to fixed boundaries in order to support the METRO Sector General Manager in line oriented problem solving. For organizational command and control purposes, LASD's teams assigned to the divisions report to and are controlled by the Sector Sergeant (OIC) and the Service Area Lieutenant in cooperation with METRO's Sector General Manager.

This Transit Community Policing strategy shall be developed by LASD with input from METRO Bus Sector General Manager (GM), the Operating Division Mangers and with the approval of METRO DCEO. The policing strategy employed by LASD should stress the need for close communications and cooperation between the transit police and Service Sector General Managers, the Operating Division Mangers and their respective staffs and employees, as well as with their counterparts in contiguous Transit Community Policing Areas.

By combining the general policing expertise and knowledge of LASD with the public transit experience of METRO, a variety of proven, flexible deployment and community policing strategies, including directed uniform and plainclothes patrol and special enforcement functions, may be utilized.

METRO will work with LASD to identify office space and other facilities at each Service Sector headquarters, the Operating Divisions or other locations within the Service Sector, as may be required to billet the "Team Leader" for the transit community policing team. Further development of additional substations and other facility resources may be furnished at the discretion of METRO DCEO with the advice and input from the Service Sector General Manager.

METRO is placing a high degree of emphasis on LASD's understanding of, and commitment to, Transit Community Policing. METRO is looking for innovative approaches to transit community policing and problem solving that will secure and protect the transit community in the most efficient and effective manner.

B. Transit Community Policing - Directed Uniformed Patrol Operations

The majority of sworn personnel assigned to METRO Bus Sectors will be assigned to transit community policing which may include directed uniformed patrol operations. Uniformed patrol sworn personnel may be deployed in marked radio cars, motorcycles, bicycles, Segways, electric vehicles, foot beats, or other modes of transport to problem solve in a specific geographic area or in support of a specific transit line. Their assigned responsibilities will be to solve the problems impacting METRO transit community. They may also respond to transit related calls for service, to perform preventative patrol activities in and around bus stops, transit properties and other METRO facilities, and to patrol identified transit crime problem locations within their Transit Community Policing patrol area. These duties are similar to those utilized in general Community Policing directed patrol operations, however they will be tailored to the transit system's unique needs and operational conditions. Under the concepts and principles of Transit Community Policing, LASD's staff shall perform the following functions when in uniform:

When in uniform, and available to handle a call for service, promptly respond to reports of criminal activity and calls for service from bus operators, METRO staff and the customers.

When dedicated transit units are not readily available, the transit unit will notify local law enforcement units and ask them to respond to the call for service to increase timeliness. It must be kept in mind that transit passengers and transit employees deserve the same level of protection as any other citizens. The citizens of Los Angeles County have a basic right to protection and security provided by the local police jurisdictions when they use public transportation. It is very important that LASD fully appreciate and support METRO's position on this issue. METRO expects LASD to be fully engaged in ensuring that the local police agencies respond in a timely manner and stabilize the incident while awaiting LASD arrival. METRO expects LASD to take a decisive leadership position in advocating the METRO position on this important public safety issue for transit riders.

Crime suppression through high visibility directed uniformed patrol at problem locations affecting public transit (strip malls, bus stops, bus terminals, schools etc.).

Bus Boardings: LASD's Patrol staff will as a regular part of their patrol duties, physically board and ride in-service buses within their directed patrol area to provide high visibility crime prevention. These personnel deal with criminal violations, and obtain pertinent crime information from bus operators. The goal of these directed boardings is to achieve a high level of visible security, maintain an orderly environment aboard buses, and to reassure customers and operators that safety is a high priority for METRO and the LASD.

LASD will apply Transit Community Policing principles to address transit crime problems. Transit Community Policing entails identifying crime and disorder problems and patterns, then developing and implementing effective plans and strategies to solve the problems. This method utilizes active prevention and early intervention techniques to maintain peace and order. LASD will actively engage the assistance of other public service agencies and providers in these Transit Community Policing tactics.

Enforcement of parking and traffic laws to ensure uninterrupted bus service, and to maintain unobstructed bus stop zones, transit ways, priority and contra-flow lanes and other transit related traffic enforcement needs. The LASD staff should avoid spending time on traffic enforcement that is not directly related to the METRO system unless there is an immediate public safety hazard that must be addressed.

In coordination with METRO Security, provide protection for METRO and LASD employees (such as operators, maintenance personnel, custodians, stops and zones staff, schedule checkers and LASDs) and other employees who are assigned to transit field duties in higher-crime areas throughout the service sector. This function is usually a security role however; resource constraints may require that the Agreement provide this service from time to time.

At the request of METRO DCEO or the METRO Board Sergeant-at-Arms, provide supplemental security for METRO Board meetings, METRO officials and visiting dignitaries.

Participate in community meetings to promote awareness of available community transit community policing services, promote transit related safety, and ascertain the concerns and problems citizens are facing in relation to transit crime and rider safety.

Conduct safety, security, crime prevention and homeland security training for transit patrons and those impacted by the transit system throughout the Transit Community Policing Area.

Conduct safety, security, crime prevention and homeland security training for METRO employees throughout the Transit Community Policing Area.

Dedicated sworn personnel attend METRO "OPS & COPS," "ROLE," "USG Security Task Force" or other security meetings at operating divisions and other locations as scheduled to interact with bus operators and other METRO staff on matters of Transit Community Policing and security.

Respond to or investigate METRO bus related traffic accidents.

Respond to or investigate METRO bus related incidents including bomb threats, terrorist's threats and other incidents.

Provide fully trained and capable canine teams as specified in the staffing plan

Advise METRO's DCEO on current threat issues regarding terrorism. Advise the METRO DCEO on appropriate countermeasures and anti-terrorism training and other preparations. Provide regular and periodic intelligence briefings to the METRO DCEO and other designated METRO staff and executives.

Provide a Service Area Lieutenant serve as a liaison to sector General Mangers.

Develop Memoranda of Understanding with other state and local law enforcement agencies on issues of operational procedures, jurisdictional matters and operational protocols to ensure adequate protection for METRO passengers and staff subject to review by Metro's DCEO.

C. Existing Police Resources and Special Teams

Additional resources available to METRO Bus Operations Sectors shall include SWAT Teams, K-9 units, helicopter units, mounted units, crisis negotiation units, bomb squads, mounted units, motor units, Threat Assessment Teams, anti-terrorism units etc. These units will routinely support and augment dedicated METRO Bus Sector enforcement personnel in order to provide an enhanced level of protection for bus riders and operators. It must be kept in mind that these special resources would be available to support METRO even without any special contractual relationship. These special services shall be provided to METRO at no cost to METRO and in the same manner that these units are routinely assigned to carryout their missions throughout the County of Los Angeles.

D. Training

LASD shall develop integrated training and operational procedures for transit operations that will be developed to support all Transit Community Policing efforts including, but not limited to METRO's Security Department. Training will consist of tactics for interception of moving and standing buses and bus take-downs. All personnel assigned to transit services will be required to complete training in areas which include: bus safety, bus operations, conflict resolution, self-defense, specialized bus tactics, and – most importantly – Transit Community Policing.

IV. SCOPE OF WORK REQUIREMENTS SPECIFICALLY FOR RAIL OPERATIONS

LASD shall provide the "Transit Community Policing Services" described herein for METRO in support of METRO transit services within Metro Rail Transit Community Policing Areas. LASD shall provide Transit Community Policing Services for the areas and functions listed below:

South Metro Rail Service Sector:
Metro Blue Line
Metro Green Line

North Metro Rail Service Sector:
Metro Gold Line
Metro Red Line

A. Transit Community Policing Service in Support of METRO Rail Service Sector Operations

LASD will provide dedicated Transit Community Policing coverage to certain Transit Community Policing Areas within METRO service area. LASD staff assigned to Transit Community Policing service may operate out of METRO facilities geographically located throughout the City and County of Los Angeles in order to maintain day-to-day personal contact and communications with rail operators, rail operations staff and rail line management. All space allocations will be subject to space availability and at the discretion of METRO's DCEO. Actual directed patrol strategies and deployment will vary to meet Transit Community Policing Area needs, including crime and disorder problems affecting customers and operators, patron usage and system requirements unique to each Transit Community Policing Area. The basis for this Transit Community Policing Service shall be METRO's Operating Divisions and the specific transit lines that are operated by each division. This Transit Community Policing service is line oriented, not geographically oriented. That is, the same team of LASD personnel provides service for a single METRO operating division and they become expert on the transit lines operated by that division. For organizational command and control purposes, LASD teams assigned to the divisions report to and are supervised by the Service Area Lieutenant in cooperation with METRO's Rail Line Manager.

This Transit Community Policing strategy shall be developed by LASD with input from METRO Rail Sector General Manager (GM), the operating rail line managers and with the concurrence of METRO DCEO. The policing strategy employed by LASD should stress the need for close communications and cooperation between the transit police and Rail Line Managers and their respective staffs and employees, as well as with their counterparts in contiguous Transit Community Policing Areas.

By combining the general policing expertise and knowledge of LASD with the public transit experience of METRO, a variety of proven, flexible deployment and community policing strategies, including directed uniform and plainclothes patrol and special enforcement functions, may be utilized.

B. Transit Community Policing – Directed Uniformed Patrol Operations

The majority of sworn personnel assigned to METRO Rail Sectors will be assigned to transit community policing which may include directed uniformed patrol. Uniformed patrol personnel may be deployed in marked radio cars, motorcycles, bicycles, Segways, foot beats, or other

modes of transport to problem solve in a specific geographic area. Many of the current random or roving patrols will be replaced with officers/deputies on directed patrol and on the transit vehicles. Their assigned responsibilities will be to solve the problems impacting METRO transit community. They may also respond to transit related calls for service, to perform preventative patrol activities in and around rail stations, transit properties and other METRO facilities, and to patrol identified transit crime problem locations within their Transit Community Policing patrol area. These duties are similar to those utilized in general Transit Community Policing directed patrol operations, however they will be tailored to the transit system's unique needs and operational conditions. Under the concepts and principles of Transit Community Policing, LASD's staff shall perform the following functions when in uniform:

When in uniform, and available to handle a call for service, LASD personnel promptly respond to reports of criminal activity and calls for service from rail operators, METRO staff and the customers. When dedicated transit units are not readily available, the transit unit ensures that a local law enforcement unit responds to the call for service in a timely manner. It must be kept in mind that transit passengers and transit employees deserve the same level of protection as any other citizens. The citizens of Los Angeles County have a basic right to protection and security provided by the local police jurisdictions when they use public transportation. It is very important that LASD fully appreciate and support METRO's position on this issue. METRO expects LASD to be fully engaged in ensuring that the local police agencies respond in a timely manner and adequately handle calls for service on the METRO system. METRO expects LASD to take a decisive leadership position in advocating the METRO position on this important public safety issue for transit riders.

Crime suppression through high visibility uniformed patrolling at problem locations affecting public transit near the rail line (rail stations, strip malls, bus stops, bus terminals, schools etc. bus-rail interface locations).

Rail Boardings: Patrol officers/deputies will, as a regular part of their patrol duties, physically board and ride in-service trains within their directed patrol area to provide high visibility crime prevention. These personnel deal with criminal violations, and obtain pertinent crime information from train operators. The goal of these directed boardings is to achieve a high level of visible security, maintain an orderly environment aboard trains, and to reassure customers and operators that safety is a high priority for METRO.

LASD will apply Transit Community Policing principles to address transit crime problems. Transit Community Policing entails identifying crime and disorder problems, then developing and implementing effective plans to solve the problems. This method utilizes active prevention and early intervention techniques to maintain peace and order. LASD will actively engage the assistance of other public service agencies and providers in these Transit Community Policing tactics.

Enforcement of parking and traffic laws to ensure uninterrupted rail service, and to maintain unobstructed rail stations, parking facilities, park 'n ride lots and other transit related traffic enforcement needs. Enforcement of traffic laws not directly related to the METRO transit system should be kept to a minimum unless there is an immediate public safety concern.

Provide an aggressive "Traffic Enforcement Function" which may include the use of "Motor Officer/Deputy" to ensure traffic safety near the "at grade" portions of the rail system

Provide protection for METRO employees (such as operators, maintenance personnel, stops and zones staff and schedule checkers) and other employees who are assigned to transit field duties in higher-crime areas throughout the service sector. This is usually a METRO Security function however, due to personnel resource constraints, LASD may be called upon from time to time to fill this role.

At the request of METRO DCEO, or METRO Sergeant-at-Arms, provide supplemental security for METRO Board meetings, METRO officials and visiting dignitaries.

Participate in community meetings to promote awareness of available community transit community policing services, promote transit related safety, and ascertain the concerns and problems citizens are facing in relation to transit crime and rider safety.

Conduct safety, security and crime prevention training for transit patrons and those impacted by the transit system throughout METRO Rail Transit Community Policing Area.

Conduct safety, security and crime prevention training for METRO employees throughout METRO Rail Transit Community Policing Area.

Attend METRO "ROLE" meetings and rail operating divisions and other locations as scheduled to interact with rail operators and other METRO staff on matters of Transit Community Policing and security.

Respond to or investigate METRO rail related traffic accidents consistent with MOU with local police.

Respond to or investigate METRO rail related incidents including bomb threats, terrorist's threats and other incidents.

Advise METRO's DCEO on current threat issues regarding terrorism. Advise the METRO DCEO on appropriate countermeasures and anti-terrorism training and other preparations. Provide regular and special Intelligence Briefings for METRO DCEO and METRO Executives.

Provide a Service Area Lieutenant to serve as a liaison to Rail Division Managers.

If METRO decides to use some form of hand held fare inspection device, similar to a Palm Pilot, LASD's sworn staff shall carry and use this instrument as required.

C. Existing Police Resources and Special Teams

LASD shall develop integrated training and operational procedures for transit operations to support all Transit Community Policing efforts including, but not limited to METRO's Security Department. All personnel assigned to transit services will be required to complete training in areas which include: rail safety, rail operations, conflict resolution, self-defense, specialized rail tactics, and – most importantly – Transit Community Policing.

V. ANNUAL TRANSIT COMMUNITY POLICING PLAN

LASD will apply Transit Community Policing principles to address transit crime problems. Transit Community Policing entails identifying crime and disorder problems, then developing

and implementing effective plans to solve the problems. This method utilizes active prevention and early intervention techniques to maintain peace and order. LASD will actively engage the assistance of other public service agencies and providers in these Transit Community Policing tactics.

LASD shall prepare and submit for approval to the METRO DCEO, a Transit Community Policing Plan. This plan shall specify the activities, functions, tasks, resource allocations and all other pertinent details designed to successfully implement the best and most innovative Transit Community Policing Program in the nation. This plan shall be presented to the METRO DCEO no later than May 1st of each year for implementation by July 1st.

ATTACHMENT B
(Revised 12/2009-Modification Number 1

Service Units	PREVIOUS UNIT STAFING	UNIT ADDITIONS	NEW UNIT STAFFING	NEW UNIT COST	NEW ANNUAL COST
56 Hour Two Deputy Units	54.43	1.91	56.34	659,458.00	37,153,864
56 Hour One Deputy Units	49	1	50	329,729	16,486,441
Non-Relieved Deputy Units	0	4	4	214,110	856,439
MET Deputy	2		2	222,731	445,463
Team Leaders	12		12	222,731	2,672,776
Team Leader - Motor Officer	1		1	231,724	231,724
Canine Deputy	6		6	222,731	1,336,388
Motor Units	22		22	222,628	4,897,807
Security Assistant	71	8	79	54,664	4,318,444
					68,399,345
General Special Overtime Fund				300,000	
GLE Special Overtime Fund				730,191	
TIU Special Overtime Fund				139,123	
Workers'Compensation			6.369%	74,474	
Canine Support				39,012	
Subtotal				1,282,800	
Liability Insurance			3.000%	38,484	
Training Fund				40,000	
					1,361,288
Total Annual Cost					69,760,633

October 1 thru June 30
BEFORE Additions
$49,425,000

October 1 thru June 30
AFTER Additions
$52,320,475

Overall Contract Increase for remander of FY 09/10
$2,895,460

Personnel Contract Additions:
(1) Lieutenant (Overhead Item)
(1) Rail Sergeant (Overhead Item)
(11.5) Deputies (7.5 GLE and 4 TIU)
(8) Security Assistants
(6) Law Enforcement Technicians

The original Not To Exceed (NTE) amount for FY 2009/2010 was $65,921,937. The revised NTE for FY 2009/2010 shall be $68,817,397 pursuant to Section 3.C of the Contract.