



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 22, 2017

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

24 August 22, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AGREEMENT FOR TRANSIT LAW ENFORCEMENT SERVICES
WITH METROPOLITAN TRANSPORTATION AUTHORITY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks delegated authority for the Sheriff to execute a Transit Law Enforcement Services Agreement (Agreement) with the Metropolitan Transportation Authority (Metro) for the period from September 1, 2017, through June 30, 2022.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent of the County, to execute an Agreement substantially similar to the attached Agreement for the period from September 1, 2017, to June 30, 2022, at a total not to exceed cost of \$246,270,631.
2. Delegate authority to the Sheriff to execute any and all amendments to the Agreement, including those that increase or decrease the contract amount and/or modify the scope of services as requested by Metro.
3. Authorize the Chief Executive Officer (CEO) to dissolve the Transit Policing Liability Trust Fund (Liability Trust Fund), to terminate any agreements governing such Liability Trust Fund if necessary, and to distribute funds to Metro in accordance with the terms set forth in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the action is to request delegated authority for the Sheriff to execute the Agreement for the continued provision of law enforcement services (Services) to Metro for the period from

September 1, 2017, through June 30, 2022. The current agreement was approved by the Board on June 30, 2009, and expires on August 31, 2017.

The Agreement with Metro has provided benefits to the County as a whole, primarily resulting in greater visibility and faster response times to Metro train and bus line incidents. This has further enhanced the Department's ability to deploy personnel and other resources during times of mutual aid, disasters, and emergencies. The Department has been able to expand partnerships, provide greater responsiveness, and increase regional focus on reducing crime as a result of serving Metro within the County.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, Goal 2, Community Support and Responsiveness, and Goal 3, Integrated Services Delivery; by maintaining a law enforcement presence throughout Metro's system.

FISCAL IMPACT/FINANCING

None. During the term of the Agreement, Metro shall pay the Department for Services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for each Fiscal Year (FY). The Agreement specifies that the billing rates are adjusted at the beginning of every FY as determined by the Auditor-Controller, pursuant to policies and procedures adopted by the Board. Based upon the FY 2017-18 rates, the estimated cost for the remaining 10 months of FY 2017-18 is \$41,586,561.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was awarded to the County by the Metro Board following Metro's Request for Proposals issued in February 2016. Contracts were awarded to the County, the City of Los Angeles, and the City of Long Beach. The County was selected to provide Services on a 24 hours a day, 7 days a week basis in the areas within the Department's jurisdiction as set forth on Attachment 2 of Exhibit A, Statement of Work, of the Agreement.

The Agreement shall have a term from September 1, 2017, to June 30, 2022, with a maximum not to exceed cost of \$246,270,631. The Agreement is a Firm Fixed Unit Rate Contract whereby Metro will pay the Department one-twelfth of the agreed upon annual cost as set forth in Exhibit B, Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of the Agreement, subject to reductions for Service deficiencies as detailed in the Agreement.

At the request of Metro and pursuant to the Agreement, the parties agree to dissolve the Liability Trust Fund authorized by the Board on September 9, 1997, (Sheriff/MTA Police Liability Trust Fund—SJ6/55636). Liability claims for incidents occurring on or before August 31, 2017, shall be paid out of the Liability Trust Fund. Commencing September 1, 2017, the Liability Trust Fund will be in claim runoff only. By November 2017, the County, at its sole expense, will complete an actuarial assessment of the estimated outstanding liability of the Liability Trust Fund. Using an 80 percent confidence level of estimated outstanding liabilities, the County shall return to Metro any surplus (Trust Fund Assets on August 31, 2017, less Trust Fund Outstanding Liabilities at 80 percent confidence on August 31, 2017) no later than March 31, 2018. At least every 18 months thereafter, the Department shall update their actuarial assessment and return any Liability Trust Fund surplus using the approach described above. Therefore, a second surplus payment to Metro shall occur no

later than June 30, 2019, and another no later than December 31, 2020, and so forth. When the last open Liability Trust Fund claim (i.e., claims occurring before September 1, 2017) is fully resolved either by settlement or adjudication, then the entire remaining balance in the Liability Trust Fund shall be returned within 60 days of the date of the final liability claim payment. CEO Risk Management will oversee the dissolution of the Liability Trust Fund.

CEO Risk Management has reviewed and recommends the insurance and indemnification language as commercially reasonable and in the best interest of the County. The Agreement provides for mutual indemnification of the parties. The County may utilize programs of commercial insurance, self-insurance, or any combination thereof, to satisfy its indemnity obligations under the Agreement. County indemnity and defense obligations related to incidents occurring during the term of the Agreement shall not be paid out of the Liability Trust Fund, but shall be the responsibility of the County. As such, the cost model includes a charge to protect the County against risk associated with the provision of Services under the Agreement. The billing rates include a temporary 2 percent liability rate through June 30, 2018. Upon completion of an actuarial study by November 2017, the liability rate will be revised effective July 1, 2018, and will remain firm and fixed for the remainder of the term of the Agreement, in accordance with the liability rate identified in the actuarial assessment with an 80 percent confidence level. The liability rate payment is the only liability payment Metro will make to the County regardless of loss experience. Conversely, none of the liability payments to the County are reimbursable to Metro.

The Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement will continue the quality of Services and public safety to the citizens who rely on Metro for transportation within the County. The County and Metro benefit from the collaborative effects by utilizing County resources in the most efficient manner. There are no anticipated negative impacts in the County.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL
Sheriff

JM:AHR:ddt

Enclosures

Los Angeles County
Metropolitan Transportation Authority

Transit Law Enforcement Services

CONTRACT No.
PS5863200LASD24750

ISSUED: 09.01.17



Metro

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LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. PS5863200LASD24750

TRANSIT LAW ENFORCEMENT SERVICES

FIRM FIXED UNIT RATE CONTRACT

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

**COUNTY OF LOS ANGELES THROUGH THE LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

SEPTEMBER 1, 2017

EFFECTIVE DATE

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FIRM FIXED UNIT RATE CONTRACT**

CONTRACT NO: PS5863200LASD24750

Between

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952**

and

**COUNTY OF LOS ANGELES
THROUGH LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
211 WEST TEMPLE STREET
LOS ANGELES, CA 90012**

TRANSIT LAW ENFORCEMENT SERVICES

This Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (LACMTA or Metro), and County of Los Angeles through the Los Angeles County Sheriff's Department (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

- A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
 - 1. Form of Contract
 - 2. Regulatory Requirements, (Pro Form 039, Dated 8/04/17)
 - 3. Special Provisions, (Pro Form 089, Dated 8/04/17)
 - 4. General Conditions, (Pro Form 038, Dated 8/04/17)
 - 5. Contractor SH-AD 575 Deployment of Personnel Form, (Exhibit B)
 - 6. Compensation and Payment Provisions, Firm Fixed Price, (Pro Form 040, Dated 8/04/17)
 - 7. Statement of Work (SOW. 24750) (Dated 08.04.17)

8. Insurance Requirements (Exhibit C)
- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: DEFINITIONS

Capitalized terms, abbreviations and symbols used in this Contract are defined in the Article in the General Conditions entitled GLOSSARY OF TERMS. Additional terms may be defined in the Special Provisions or the Statement of Work.

ARTICLE III: WORK TO BE PERFORMED

Contractor shall perform the Work as is more fully described in the Statement of Work, to provide law enforcement services to support LACMTA's day to day operations across its entire service area (see Exhibit A – Statement of Work).

ARTICLE IV: COMPENSATION

A. Contract Price

Except as may be otherwise expressly provided, LACMTA will pay Contractor up to but not greater than the monthly pro-rata amounts of the annual Firm Fixed Unit Rate based on agreed-upon service levels set forth in the Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, for each fiscal year, all as set forth in Section 7 of Exhibit A to this Contract and as provided in this Article and in the Contract Document entitled Compensation and Payment Provisions. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, LACMTA will pay the Contractor the Not-to-Exceed Contract Price of \$246,270,631.

B. Applications for Monthly Payments

All Applications for Monthly Payments shall be submitted in writing in accordance with the Contract Documents entitled COMPENSATION AND PAYMENT and THE SPECIAL PROVISIONS and Section 7 of Exhibit A to this Contract, as applicable, and delivered or mailed to LACMTA as follows:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
Contract No. **PS5863200LASD24750**

C. Final Payment

The Application for Final Payment shall be marked **FINAL** and a copy sent to LACMTA's Authorized Representative.

- D. Effective January 1, 2009, LACMTA started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Effective Date of this Contract is September 1, 2017. The Period of Performance of this Contract shall begin on September 1, 2017 (hereinafter "Commencement Date") and end on June 30, 2022 (hereinafter "Completion Date"), unless this Contract is terminated earlier or extended by LACMTA, in writing, as provided in the ContraContract No. PS5863200LASD24750ct.

ARTICLE VI: LIMITATION OF FUNDS

Funding for this Contract is based upon the availability of funds determined by LACMTA's fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, LACMTA will terminate this Contract pursuant to GC-13 - Termination.

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ARTICLE VII: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between LACMTA and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

COUNTY OF LOS ANGELES
THROUGH THE
LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

JIM McDONNELL
SHERIFF

PHILLIP A. WASHINGTON
CHIEF EXECUTIVE OFFICER

BY: _____

BY: _____

DATE

DATE

APPROVED AS TO FORM
MARY C. WICKHAM
COUNTY COUNSEL

APPROVED AS TO FORM
HANSON BRIDGETT, LLP
LEGAL COUNSEL

BY:  _____

Deputy

BY: _____

STEVEN D. MILLER, Partner

EXHIBIT A – STATEMENT OF WORK

As of August 4, 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 – Metro Service Area.** LACMTA averages more than 1.4 million trips on its bus and rail systems daily.

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

- 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
- Enforce LACMTA's Code of Conduct
- Reduce fare evasion

LACMTA will not provide additional 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 includes Union Station, 7th & Metro Station and Willowbrook/Rosa Parks Station. Bus locations requiring enhanced critical infrastructure include the Harbor/Gateway Station and El Monte Transit Center.

In addition, the 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 staff with law enforcement experience and provide only POST certified personnel to this Contract. 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 buses and trains, patrol bus and rail corridors, and reduce LACMTA's vulnerability to terrorism at its key critical infrastructures. As the LACMTA system expands for bus and rail, LACMTA will modify the Contract.

1.1 Specific Responsibilities

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

- a) Respond to 911 emergency, priority and routine calls for service;
- b) Crime analysis and reporting;
- c) 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 24/7 K9 explosive detection (as needed/on call)
- g) Ride LACMTA buses and trains, patrol bus and rail stations/corridors, and maintain high visibility at key LACMTA critical infrastructure at contracted locations
- h) Provide law enforcement presence during periodic fare enforcement and passenger screening operations;
- i) Remove persons 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 received from LACMTA Transit Security;
- m) Respond to and resolve citizen complaints related to criminal activity;
- n) Conduct proactive anti-crime operations when not handling a dispatched call;
- o) Participate in LACMTA emergency and disaster preparedness planning and drills;
- p) Collaborate and coordinate with social service agencies to provide services to persons in need on the transit system;
- q) Enforce LACMTA's Code of Conduct;
- r) Attend weekly Executive coordination meetings or other meetings as required; and
- 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 hold an active Basic, Intermediate, Advanced or Supervisory California POST Peace Officer's Certificate. Notwithstanding the previous sentence, all supervisors and managers must have completed department training equivalent to supervisory and/or advanced POST courses. Only POST certified personnel are authorized to provide law enforcement services. Newly hired POST certified personnel must have successfully completed the Field Training Program.

All Contractor personnel must attend a LACMTA safety training immediately following the issuance of a Notice to Proceed. 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.

LASD shall provide a minimum supervision (Watch and Field Sergeants) of not less than 1 to 7 sworn line subordinates.

The curriculum will be developed by LACMTA and cover the topics of:

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

The Sheriff's Department Transit Captain 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 LACMTA's areas within the jurisdiction of the Los Angeles Sheriff Department as provided in the Statement of Work, Attachment 2 – Service Coverage.

2.0 REPORTING REQUIREMENTS

2.1 Reports

Except when prohibited by law, 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, actual hours worked, assignment and rank. This report shall cover the previous week ;
- b) Monthly summary of crime activity, citations issued, arrests made;
- c) Monthly summary of commendations and complaints;

- d) The number of cases referred for follow-up investigation and the subsequent disposition;
- e) After-Action Reports following special operations, emphasis details and/or major incidents;
- f) Annual Community Policing Plan;
- g) Monthly summary of Problem-Oriented Policing projects;
- h) 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
- i) When practical, data must be provided in a format that allows LACMTA to determine the calculation of all reported figures, separate from any general written report format that may be provided.

The Contractor shall provide LACMTA with information on:

- a) How assets are assigned and tracked using GPS
- b) The time/date/category/disposition of calls for service
- c) Incident response times
- d) Ratio of proactive versus dispatched activity
- e) Number of criminal citations/infractions/violations issued
- f) Number of misdemeanor and felony arrests
- g) Real Time Crime Analysis Data

Contractor shall maintain capability to provide the following GIS data (Raw or API format) and services:

- i. Spatial (Location-Based): Location of crimes attended, time and location stamped; and
- ii. Ability to identify, track, and log mobile assets in real time: Vehicles, radios, mobile phone, and other GPS enabled 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.

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

2.2 Monthly Key Performance Indicators

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

- a) Number of foot and vehicle patrols of bus stops, transit centers, 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) Decreases/Increases in crime
- g) Number of Grade crossings operations

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

3.0 Community Policing

The Contractor shall update annually the LACMTA approved 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, it is important for the Contractor to 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 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.

5.0 Contractor Resources

The Contractor shall provide:

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

6.0 LACMTA Resources

LACMTA will 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. A list of these resources is attached as Exhibit D – LACMTA Provided Property

7.0 BILLING

- 7.1 Contractor, shall render to LACMTA within thirty (30) calendar days after the close of each calendar month a summarized invoice for a Monthly Payment that will be calculated as the monthly pro-rata portion of the annual Firm Fixed Rate as specified in the applicable Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form (SH-AD 575). LACMTA may audit the Contractor's performance and may make adjustments to the Monthly Payment in accordance with Section 7.5 below, in which case LACMTA will notify Contractor of any adjustment in the payment. Audits of Contractor's performance may also result in credits to future Monthly Payments, also in accordance with Section 7.5 below. In the event of a dispute over the payment amount, LACMTA shall pay County for all undisputed amounts within sixty (60) calendar days after date of an invoice. The parties will thereupon meet in good faith to attempt to resolve any dispute.
- 7.2 For all disputed amounts, LACMTA shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. .
- 7.3 Services performed hereunder and specifically requested by LACMTA shall be developed in conjunction with the Sheriff's Department and indicated on a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form which is attached hereto as Exhibit B, as will be updated each year pursuant to Section 7.6
- 7.4 LACMTA Chief or designated representative, shall meet with its respective Sheriff's Department Transit Captain when requesting law enforcement services to be performed, and provide direction to the Sheriff's Department Transit Captain regarding the method of deployment for such services as indicated on the SH-AD 575. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by LACMTA.
- 7.5 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) which may cause impairments in the consistent delivery of services. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify LACMTA of this change in advance. In the event that prior notice is not possible, LACMTA shall be notified of the change within two business days. If LACMTA determines that daily patrol service compliance falls below ninety-eight percent (98%), then LACMTA or Contractor shall make adjustments to that month's invoice, or shall provide LACMTA a credit on the following Monthly Payment

invoice for the amount of services that fell short of the committed daily service level for that month, or for the previous month, computed as follows for each job position that did not meet the service levels promised on the Form 575:

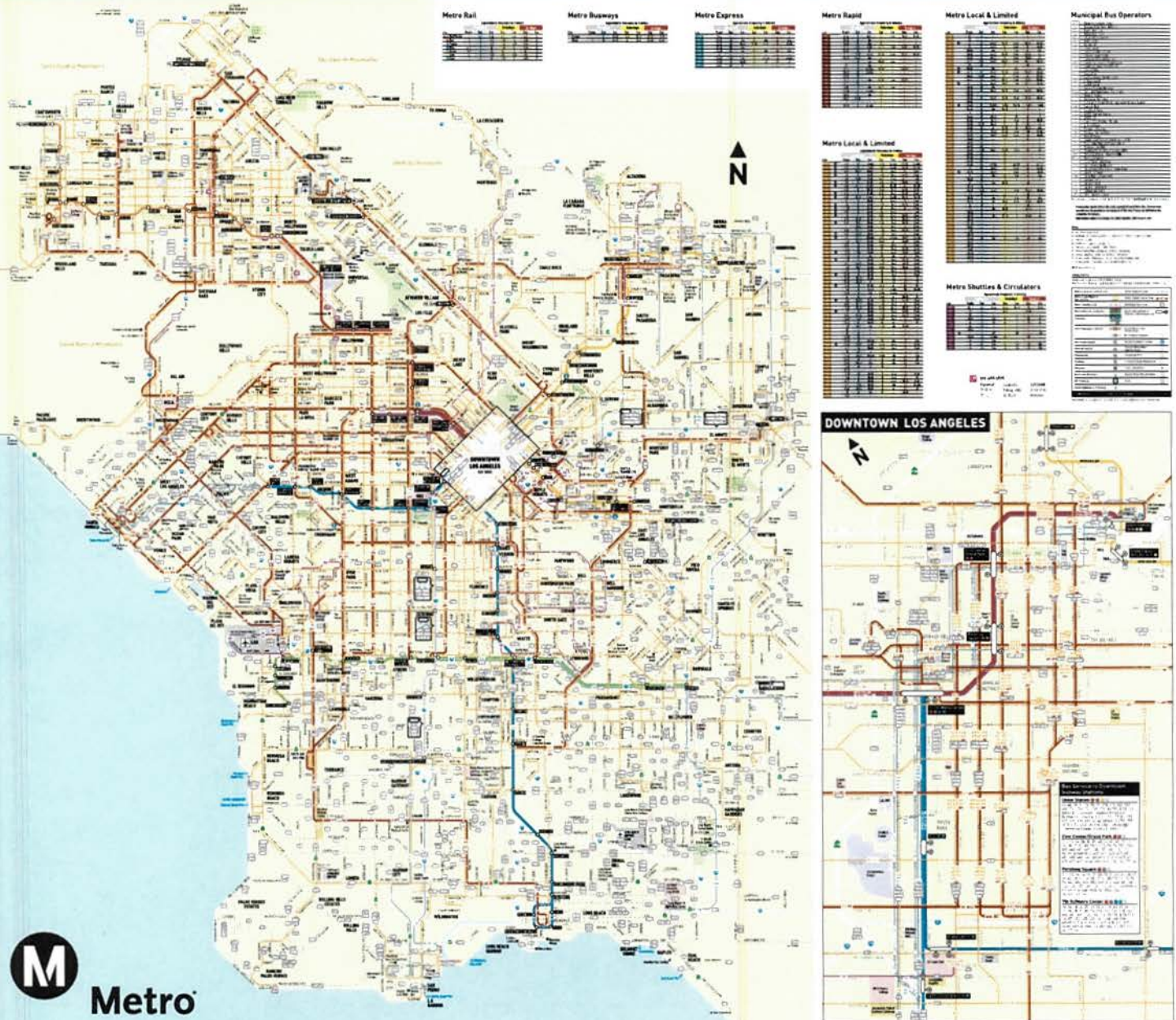
[Annual estimated cost per]				
[position per SH-AD575]				
[-----]	divided	[no. of days for]	multiplied	no. of days the
[12 months]	by	[the month]	by	position remained
				unfilled in whole or in
				part

- 7.6 At least 60 days prior to the commencement of each fiscal year, and in the case of the first year of this Agreement, prior to execution, Contractor shall submit for approval of LACMTA a Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form (SH-AD575) , together with supporting cost and deployment information, based on agreed-upon service levels for the coming fiscal year.
- 7.7 The Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, of this Contract, shall be authorized and signed annually by the LACMTA Chief and the Sheriff or his designee prior to start of each fiscal year.
- 7.8 Should the LACMTA request a change in level of service other than pursuant to the annual July 1 readjustment, a revised Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form shall be signed and authorized by the LACMTA Chief and the Sheriff or his designee and attached hereto.
- 7.9 The most recent dated and signed Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form shall be the staffing level in effect between the County and LACMTA.
- 7.10 LACMTA is not limited to the services indicated in the Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form. LACMTA may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide. Such other services shall be reflected in a revised Los Angeles County Sheriff's Department SH-AD 575 Deployment of Personnel Form, under the procedures set forth in Paragraphs 7.7 and 7.8 above.

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.

Bus and Rail System



Law Enforcement & Security Deployment

SERVICE AREA	LAPD	LASD	LBPd	Metro	Pvt Secty	SERVICE AREA	LAPD	LASD	LBPd	Metro	Pvt Secty
Special Rail Detail Locations						Bus Hubs					
Union Station	All					Harbor/Gateway					All
K-9 Explosive Unit	On Call	All				El Monte Transit Ctr					All
7th St./Metro Ctr	All					Bus Riding Patrol					
WB/Rosa Parks					All	Westside	All				
Rail						San Fernando Valley	All City	All County			
Red Line (14)	All					Central	All				
Purple Line (2)	All					Mid-City	All				
Blue Line (21)	All City	All County	All City			South LA	All				
Expo Line (17)	All City	All County				San Gabriel Valley		All			
Green Line (13)	All City	All County				Gateway Cities		All			
Gold Line (27)	All City	All County				South Bay		All			
Metro Security						Silver Line	All City	All County			
Revenue Protection				All		Northwest Bus		All			
Station Closures				All							
Gateway Complex				All							
Fare Compliance				All							

EXHIBIT B – SH-AD 575 FY 17/18

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT LAW ENFORCEMENT SERVICES

Metro (Los Angeles County Metropolitan Transportation Authority)FISCAL YEAR: 2017-2018 EFFECTIVE DATE: September 1, 2017

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	DEPUTY SHERIFF SERVICE UNIT				
	40 Hour-1 Deputy	0.00	0.00	0.00	
	56 Hour-1 Deputy	25.00	25.00	0.00	
	56 Hour-2 Deputies	38.00	38.00	0.00	
	Non-Relief	16.00	16.00	0.00	
	DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)				
	40 Hour-1 Deputy	0.00	0.00	0.00	
	56 Hour-1 Deputy	0.00	0.00	0.00	
	Team Leader	0.00	0.00	0.00	
	Non-Relief Motor Deputy	0.00	0.00	0.00	
	Motor Team Leader	0.00	0.00	0.00	
	Canine Deputy	12.00	12.00	0.00	
	MET Deputy	6.00	6.00	0.00	
	GROWTH DEPUTY Non-Relief			0.00	
	GROWTH DEPUTY, BONUS 1 Non-Relief			0.00	
	GRANT UNITS (Non-Relief Only)				
	Deputy			0.00	
	Deputy No Vehicle			0.00	
	Deputy B-1			0.00	
	Deputy B-1 No Vehicle			0.00	
	Sergeant			0.00	
	SUPPLEMENTAL POSITIONS (Non-Relief Only)				
	Sergeant			0.00	
	Sergeant (Motor)			0.00	
	Non-Relief Investigator (Access Services)	1.00	1.00	0.00	
	Watch Deputy			0.00	
	CSA With Vehicle			0.00	
	CSA No Vehicle			0.00	
	CSA * Hourly / With Vehicle			0.00	
	CSA * Hourly / No Vehicle			0.00	
	Law Enforcement Tech / No Vehicle			0.00	
	Law Enforcement Tech with Veh use			0.00	
	Operations Asst I			0.00	
	Operations Asst II			0.00	
	Operations Asst III			0.00	
	Stn Clerk II			0.00	
	Crime Analyst			0.00	
	Custody Assistant			0.00	
	Security Assistant			0.00	

HOURS OF SERVICE & ESTIMATED CHARGES

Metro (Los Angeles County Metropolitan Transportation Authority)

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
DEPUTY SHERIFF SERVICE UNIT							
40 Hour-1 Deputy	286,277.21	0.00	0.00	2086	0	0	0.000
56 Hour-1 Deputy	400,788.09	25.00	10,019,702.19	2920	73,000	4,380,000	40.800
56 Hour-2 Deputies	801,576.18	38.00	30,459,894.67	5840	221,920	13,315,200	124.032
Non-Relief	260,252.01	16.00	4,164,032.08	1789	28,624	1,717,440	16.000
DEPUTY SHERIFF SERVICE UNIT (BONUS LEVEL)							
40 Hour-1 Deputy		0.00	0.00	2086	0	0	0.000
56 Hour-1 Deputy		0.00	0.00	2920	0	0	0.000
Team Leader		0.00	0.00	1789	0	0	0.000
Non-Relief Motor Deputy		0.00	0.00	1789	0	0	0.000
Motor Team Leader		0.00	0.00	1789	0	0	0.000
Canine Deputy	275,382.67	12.00	3,304,592.04	1789	21,468	1,288,080	12.000
MET Deputy (SAO)	275,382.67	6.00	1,652,296.02	1789	10,734	644,040	6.000
SUPPLEMENTAL POSITIONS (Non-Relief Only)							
Sergeant		0.00	0.00	1789	0	0	0.000
Sergeant (Motor)		0.00	0.00	1789	0	0	0.000
Non-Relief Investigator (Access Services)	190,611.35	1.00	190,611.35	1789	1,789	107,340	1.000
Watch Deputy		0.00	0.00	1789	0	0	0.000
CSO		0.00	0.00	1789	0	0	0.000
With Vehicle		0.00	0.00	1789	0	0	0.000
No Vehicle		0.00	0.00	1789	0	0	0.000
Hourly / With Vehicle		0.00	0.00	N/A	N/A	N/A	N/A
Hourly / No Vehicle		0.00	0.00	N/A	N/A	N/A	N/A
Law Enforcement Technician		0.00	0.00	1789	0	0	0.000
Law Enforcement Tech. with vehicle use		0.00	0.00	1789	0	0	0.000
Operations Asst I		0.00	0.00	1789	0	0	0.000
Operations Asst II		0.00	0.00	1789	0	0	0.000
Operations Asst III		0.00	0.00	1789	0	0	0.000
Station Clerk II		0.00	0.00	1789	0	0	0.000
Crime Analyst		0.00	0.00	1789	0	0	0.000
Custody Assistant		0.00	0.00	1789	0	0	0.000
Security Assistant		0.00	0.00	1789	0	0	0.000
Canine Support			112,744.68	N/A	N/A	N/A	N/A
		Annually-	\$ 49,903,873.03				
		10 Months-	\$ 41,586,560.86				
		Monthly-	\$ 4,158,656.09				
Report Prepared By: Don Thompson, Sergeant- CLEB							
Transit Services Bureau		Date		HOURS	MINUTES	PERSONNEL	
Metropolitan Transportation Authority		Date		DEPUTY	323,544	19,412,640	180.832
Contract Law Enforcement Bureau		Date		CANINE (B-1)	21,468	1,288,080	12.000
				MOTORS	0	0	0.000
				SERGEANT	0	0	0.000
				ACCESS INV	1,789	107,340	1.000
				SECURITY ASST	0	0	0.000
				SAO (MET)	10,734	644,040	6.000

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Page 3 of 3

CONTRACT CITY LAW ENFORCEMENT SERVICES

DEPLOYMENT SURVEY

EFFECTIVE DATE: 9/1/2017

SERVICE UNIT	TOTAL UNITS PURCHASED	DEPLOYMENT							TOTAL UNITS ASSIGNED
		GENERAL LAW			MOTOR DEP	SPECIAL ASSIGN	B-1	TEAM LEADER	
		EM	DAY	PM					
DEPUTY, GENERALIST 40 Hour 56 Hour Two Deputy ¹ 56 Hour One Deputy ¹ Non-Relief (TIU)									
	0.00								
	38.00	6	16	16					38
	25.00	5	10	10					25
	16.00					16			16
DEPUTY, BONUS I Canine Deputy MET Access Investigator Team Leader									
	12.00						12		12
	6.00						6		6
	1.00						1		1
	6.00						6		6
SERGEANT									
	0.00								0
TOTALS		17	42	42	0	16	25	0	142

Line/Area/Team	24 Hour Deployment	AM ¹	PM ¹	EM ¹	Full Time Equivalents
Gold Line	19	8	8	3	31.0
Green Line	23	10	10	3	37.5
Blue Line	13	5	5	3	21.2
South Bay Buses	12	5	5	2	19.6
Expo Line / Northwest Buses	12	5	5	2	19.6
Gateway City Buses	12	5	5	2	19.6
San Gabriel Valley Buses	10	4	4	2	16.3
K-9 ²					12.0
MET ²					6.0
TIU ²					16.0
Access Investigator ³					1.0
Team Leaders ³					6.0
Total	101	42	42	17	205.8

1. 56 Hour Deputy Sheriff Service Units (8 Hour Shift, 7 Days Per week)

2. Non-Relief Deputy Sheriff Service Units (40 Hours Per Week, except when off for benefit time)

3. The Access Service Investigator and the Team Leaders are considered Administrative and will not create patrol logs

EXHIBIT C – INSURANCE REQUIREMENTS

LACMTA and Contractor each pledge to maintain programs of commercial insurance, self-insurance or any combination thereof, at each party's option, to satisfy their indemnity obligations hereunder, and each party will supply a letter or other evidence that it maintains such coverage upon request by the other party. Self-insurance may be used to meet the requirements set forth below.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Excess Liability Coverage – Afforded on following form basis.
5. Professional Liability insurance to afford protection for errors related to policing activities.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$20,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Commercial Automobile Liability: \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to comply with California's statutory requirements.
4. Excess Liability: \$20,000,000 per occurrence and in the aggregate - Policy shall afford coverage on a following form basis and respond to Commercial General Liability, Commercial Auto and Employer's Liability.
5. Professional Liability: \$20,000,000 per claim.

OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the Contract are to contain, or be endorsed to contain, the following provisions:

1. The Los Angeles Metropolitan Transportation Authority (LACMTA), its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each Acord Certificate of insurance required by this contract shall be worded to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to LACMTA. Cancellation provision should also delete the words, "endeavor to".
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.
7. Professional Liability insurance shall be continued, and evidence provided to LACMTA, for five years following the expiration of the contract or, tail coverage provided for five years in the event of cancellation or non-renewal.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and amounts over \$50,000 approved by LACMTA.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA or non-admitted carriers on the California Department of Insurance's approved list.

VERIFICATION OF COVERAGE

Contractor shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

LIABILITY TRUST FUND

The parties hereby agree to dissolve the Transit Policing Liability Trust Fund authorized by the County of Los Angeles Board of Supervisors on September 9, 1997 ("Liability Trust Fund") as set forth herein. Liability claims for incidents occurring up to and including 8/31/2017 shall be paid out of the Liability Trust Fund. Commencing 9/1/17, the Liability Trust Fund will be in claim runoff only. This agreement supersedes any prior written or verbal agreement between the parties related to the existence of, or administration, allocation, or distribution of funds in, the Liability Trust Fund.

By November 2017, Contractor, at its sole expense, will complete an actuarial assessment of the estimated outstanding liability of the Liability Trust Fund. Using an 80% confidence level of estimated outstanding liabilities, Contractor shall return to LACMTA any surplus (Trust Fund Assets on 8/31/17 less Trust Fund Outstanding Liabilities at 80% confidence on 08/31/17) no later than March 31, 2018. At least every 18 months thereafter, Contractor shall update their actuarial assessment and return any Liability Trust Fund surplus using the approach described above. Therefore, a second surplus payment to LACMTA shall occur no later than 6/30/2019 and another no later than 12/31/2020, and so on. When the last open Liability Trust Fund claim (i.e., claims occurring before 9/1/2017) is fully resolved either by settlement or adjudication, then

the entire remaining balance in the Liability Trust Fund shall be returned to LACMTA within 60 days of the date of the final liability claim payment.

LIABILITY RATE

Until an actuarial assessment is completed by Contractor no later than November 2017, Contractor shall charge LACMTA a temporary 2% liability rate through June 30, 2018. The liability rate shall be adjusted effective July 1, 2018 and shall remain firm and fixed for the remainder of the term of the Contract in accordance with the liability rate identified in the actuarial assessment at an 80% confidence level. The liability rate payment is the only liability payment LACMTA will make to Contractor regardless of loss experience. Conversely, none of the liability payments to Contractor are reimbursable to LACMTA.

SELF INSURANCE

Notwithstanding anything to the contrary, Contractor may self-insure with respect to all or any portion of the insurance requirements. If Contractor proposes to self-insure with respect to all or a part of the above-required insurance, it shall submit a letter of self-insurance before commencing Work, which shall state that Contractor's insurance meets the terms and conditions of this Agreement.

REGULATORY REQUIREMENTS

RR-01 ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. LACMTA Administrative Code

Contractor warrants and represents that it has read and understands Title 4, Procurement, and Title 5, Ethics, of the [LACMTA Administrative Code](http://www.LACMTA.net/images/MTA%20Administrative%20Code%20Enactment.pdf) (hereinafter "Administrative Code" - available at www.LACMTA.net/images/MTA Administrative Code Enactment.pdf), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with LACMTA. All definitions used in the Administrative Code are hereby incorporated herein as though fully set forth.

Without reducing or affecting its obligation to comply with any and all provision of the Administrative Code, as applicable, Contractor specifically warrants, represents and covenants that it will:

1. Comply with:
 - a. Chapter 5-20, Contractor Code of Conduct;
 - b. Chapter 5-25, Lobbying the LACMTA; and
 - c. Chapter 5-35, LACMTA Conflict of Interest Code, and
2. Not induce, attempt to induce, or solicit:
 - a. Board members to violate Chapter 5-10;
 - b. LACMTA employees to violate Chapter 5-15;
 - c. LACMTA Financial employees to violate Chapter 5-30: or
 - d. Either Board members, LACMTA employees or LACMTA Financial employees to violate any other provision of the Administrative Code.

C. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or

affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of LACMTA to have any financial interest in the Contract;
2. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to LACMTA.

D. Environmental Management System (EMS) Policy

Contractor represents that during the performance of the Contract it will assist LACMTA in achieving the principles of LACMTA's EMS Policy, available at [Environmental Management System \(EMS\) Policy](#) and Contractor further commits that it shall adhere to the applicable EMS Policy principles in its choice of means and methods in the performance of the Work.

RR-02 DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

RR-03 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B.** Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

RR-04 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B.** Consistent with both parties' obligations under the California Public Records Act ("CPRA") and to the maximum extent permitted by law, LACMTA and Contractor will make every effort to keep all reports and documents required to be submitted by Contractor, and all communications between LACMTA and Contractor related to Contractor's performance under this Agreement confidential in a similar manner, and to the same extent that each Party maintains confidentiality of its own confidential records. In the event that either LACMTA or Contractor receives a request for disclosure of any records treated as confidential under this Section, the parties agree to meet and confer, prior to responding to any such request, to discuss the appropriate response to the request and to consider any legal basis that may exist for non-disclosure of any requested records. If either Party is unable to meet and confer at a reasonable time prior to the statutory deadline, then both Parties will be absolved of the responsibility to meet and confer, prior to responding to a CPRA request. Ultimately, each Party will make its own determination as to how to comply with the Public Records Act and each party will bear its own expenses with regard to any litigation brought under the Public Records Act regarding records subject to this Section.

RR-05 ACCESS TO RECORDS

A. Applicability

This Article applies to all contracts.

- B.** Contractor agrees to provide LACMTA or the State Auditor or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

- C. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until LACMTA or the State Auditor or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

END OF REGULATORY REQUIREMENTS

SPECIAL PROVISIONS (SERVICES)

SP-02 ORGANIZATIONAL CONFLICTS OF INTEREST*

Contractor and its Subcontractors shall at all times comply restrictions on organizational conflicts of interest, as defined in FTA Circular 4220.1F, in connection with the Services it provides to and on behalf of LACMTA. Without limiting the generality of the foregoing, Contractor shall not provide Services to LACMTA, under this Contract, which would constitute or create an organizational conflict of interest, including but not limited to any of the following that could result in a lack of impartiality or impaired objectivity, unequal access to information, and biased ground rules, for this Contract or any other contract for LACMTA:

A. Influenced Specifications or Statement of Work

The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, has been relied upon in establishing, or significantly influenced, the specifications or Statement of Services under this Contract.

B. Opportunity to Create Contracting Opportunities

The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, afforded an opportunity for the Contractor to make or influence findings with respect to this Contract.

C. Evaluation of Prior Work Product

The Contractor would be in position to evaluate its own prior work product as part of this Contract, whether the prior work product is performed on behalf of LACMTA or another public or private entity; or as part of this Contract the Contractor would be in a position to assess its prior work product whether or not it was performed on behalf of LACMTA or another public or private entity.

D. Access to Information

The Contractor received confidential or other information as part of the services performed for LACMTA or another public or private entity which provides the Contractor with an unfair competitive advantage to obtain this Contract or another contract with LACMTA.

SP-03 NOTICES AND SERVICE THEREOF*

- A.** Any Notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall

be signed by the party giving such Notice or by a duly authorized representative of such party.

- B. Notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Attention: Aielyn Dumaua, Principal Contract Administrator
Contract No. PS5863200LASD24750

- C. All Notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

Contract Law Enforcement
Attn: Unit Commander
211 West Temple St, 7th Floor
Los Angeles, CA 90012

- D. Any Notice of changes of address shall be given according to the provisions of this Special Provision.

END OF SPECIAL PROVISIONS

GENERAL CONDITIONS (SERVICES)

Note: * = Flow-down requirement as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein

GC-01 GLOSSARY OF TERMS*

GC-01-A Abbreviations And Symbols

ADR	Alternative Disputes Resolution
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
DVBE	Disabled Veteran Business Enterprise
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
FTA	Federal Transit Administration
LACMTA	Los Angeles County Metropolitan Transportation Authority
RFC	Request for Change
SBE	Small Business Enterprise
USC	United States Code

GC-01-B Definitions

Acceptance	Documentation prepared by LACMTA or its Authorized Representative attesting to the completion of all of the Services or Work under the Contract or a specified portion thereof.
Alternative Disputes Resolution:	Means for settling a disputed claim which may include arbitration, mediation or other recognized means for settling a dispute.
Amendment:	A document mutually agreed to by the Parties modifying the Contract.
Approve:	To confirm documents presented by and/or actions of the Contractor related to the Work under the Contract.
Assessment:	A cost imposed on the Contractor for non-compliance with certain contractual requirements.
Authorized Representative:	Person or firm empowered to act for or in the place of the named business or governmental entity.
Chief Executive Officer:	The Chief Executive Officer (CEO) of LACMTA.

Claim:	<p>A written demand by one of the Contracting Parties for:</p> <ol style="list-style-type: none"> 1. Time extension; and/or 2. Payment of money.
Contract:	Written agreement executed by LACMTA and the Contractor which sets forth the rights and obligations of the parties in connection with the Services and Work, and which includes the Contract Documents.
Contracting Officer:	The CEO or a designated representative who is authorized and empowered to execute contracts, contract amendments, and agreements on behalf of LACMTA.
Contractor:	The individual, firm, partnership, corporation, joint venture or combination thereof, referred to throughout the Contract in the singular and by the neuter term "it", that has entered into the Contract with LACMTA.
Cure Notice:	Written notice from LACMTA to the Contractor to correct Work performed not in conformance with the Contract.
Days:	Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next business day.
Goods:	Equipment, material and/or products required to perform the Services. Goods may be furnished by Metro or required to be furnished by the Contractor.
Invoice:	A request for payment for Work performed.
Modification	Any written addition, deletion, adjustment or alteration to the Contract, whether arising out of the unilateral exercise by the LACMTA of any right under the Contract, or by mutual agreement/action executed by the Parties. A Modification may be unilateral or bilateral, and includes Change Orders, adjustments in quantities, extensions of time, administrative changes and adjustments, and all other actions and events that result in an alteration, correction or adjustment of the Total Contract Price or Time, any Contract term or process, or any other obligation of either Party.

LACMTA	The Los Angeles County Metropolitan Transportation Metro (Metro) or its successor, or any successor in interest, or its Authorized Representative.
Notice of Termination:	Written notice from LACMTA to the Contractor terminating the Contract or/CWO, or a portion thereof, either for convenience of LACMTA or for default due to the Contractor's failure to perform its contractual obligations.
Payment Application:	A request for payment for Work performed.
Parties:	LACMTA and the person(s), governmental entities, or business entities entering into the Contract.
Period of Performance:	The total time period allowed for completion of all Services or Work under the Contract, as specified in the Form of Contract.
Prime Design Professional (PDP):	A design professional with a written Contract directly with LACMTA.
Program:	Existing and planned rail transit system that is and will be operated by LACMTA.
Project:	A portion of LACMTA Transit System as defined in the Form of Contract
Provide:	In reference to Work to be performed by the Contractor, "provide" means to perform Work in accordance with the Scope of Services and the Scope of Work.
Request for Change (RFC):	A document issued by the Contractor to LACMTA detailing a proposed change to the Contract.
Request for Substitution:	Goods, service(s), or system(s) that the Contractor requests to use in lieu of that specified in the Contract.
Revision:	A document issued by LACMTA to the Contractor or mutually agreed to by the Parties modifying the Contract.
Schedule:	A time phased Project execution plan that identifies all activities necessary to implement a given Project in a logical time phased manner. The Contract or CWO Schedule provides the start and completion date of each activity and its Milestones. The Project Schedule shall include the Milestones for the entire

	Project.
Scope of Services (Services):	Description of the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently Scheduled.
Scope of Work:	Description of the Work to be provided by the Contractor under the Contract.
Special Provisions:	Requirements applicable to the Contract that invoke, modify, and/or supplement the General Conditions
State:	The State of California.
Technical Review:	A technical quality and progress audit including, but not limited to, a check of budget versus expenses to date, technical progress, quality of work, Schedule assessment and a measurement of design hours per drawing, review of adherence to policies and procedures and safety requirements.
Total Contract Price (TCP):	The total compensation approved by LACMTA's governing board to be paid to the Contractor in accordance with the terms of the Contract (and Amendments thereto).
Transit System:	The entire fixed guideway rail transportation system, including right-of-way, pavement, tracks, structures, equipment appurtenances, and all other related property of LACMTA.
Work:	The sum of all activities, Services and Deliverables, to be accomplished under the Contract.
Worksite:	The location where the Contractor's Work will be performed as defined in the Contract. The term may include the location of work performed by others (i.e., the construction site of a Project).

GC-02 PRECEDENCE OF CONTRACT DOCUMENTS

See Form of Contract Article 1

GC-03 CONTRACT DOCUMENTS

GC-03-A Explanations

Should it appear that the Work to be performed or any relative matters are not sufficiently detailed or explained in the Contract, the Contractor shall request in writing from LACMTA a written explanation as may be necessary and shall conform to the explanation given.

GC-04 AUTHORITY OF THE CONTRACTING OFFICER

LACMTA has the final approval in all matters relating to or affecting the Scope of Work, with an exception for exigent circumstances. Except as expressly specified in the Contract, the Contracting Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by LACMTA. LACMTA shall inform Contractor in writing of delegations given by it to the Contracting Officer. Nothing in the Contract shall be construed to bind LACMTA for acts of its employees and Authorized Representatives that exceed the delegation of LACMTA specified herein.

GC-05 LACMTA'S TECHNICAL REPRESENTATIVE (PROJECT MANAGER)

LACMTA shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to LACMTA's technical representative with an information copy to LACMTA's Contract Administrator as may be requested by LACMTA or as specifically required by the Contract. ALL CONTRACTUAL MATTERS SHALL BE ADDRESSED TO THE DESIGNATED CONTRACT ADMINISTRATOR.

GC-06 INDEPENDENT CONTRACTOR

The Contractor represents that it is fully experienced and properly qualified to perform the class of Work required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Work. The Contractor shall be an independent contractor. The Contractor is not an agent of LACMTA in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. The Contractor shall perform the Work in accordance with its own methods, in compliance with the terms of the Contract.

GC-07 ORGANIZATIONAL AND KEY PERSONNEL

- A. Before starting any Work, the Contractor shall submit for LACMTA review and acceptance, an organization chart showing the proposed organization established by the Contractor for the performance of the Work, including:

- 1. Lines of authority, responsibility, and communication;

2. Office organizations, if any; and
 3. Names, titles, and functions of all supervisory and other key personnel.
- B. The Contractor's Project Manager shall supervise and direct the Work, and have overall responsibility for the Work in accordance with the Contract. The Contractor shall be solely responsible for implementation of all Work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract.
- C. If LACMTA provides office space to the Contractor, or requires Contractor to locate its office space in a specific location, then at all times during the performance of Work hereunder, only related Work shall be performed in such office space and Contractor shall not use such office space to perform non-Contract related work.

GC-08 STANDARDS OF PERFORMANCE*

- GC-08-A** The Contractor shall perform and require its Subcontractors to perform the Work in accordance with the requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Work of a similar nature. The Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that LACMTA will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of the Contract.
- GC-08-B** Contractor hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make the necessary equipment, materials, tools, and facilities to perform the Work in an efficient, professional, and timely manner in accordance with the terms and conditions of the Contract.
- GC-08-C** All personnel shall have sufficient skill and experience to perform the work assigned to them. Contractor shall ensure that any individual performing work under the Contract requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the Work assigned to them.

GC-09 UNAUTHORIZED ACTIONS*

Any action taken by the Contractor or its Subcontractors not in conformance with the terms and conditions of the Contract will be considered as unauthorized and at the sole expense of the Contractor. Contractor or its Subcontractors will not be compensated for any actions deemed by LACMTA to be unauthorized. No

extensions of time will be granted under the Contract or CWO due to unauthorized actions.

No LACMTA employee or officer, except the Contracting Officer, may authorize any Amendments to the Contract.

GC-10 RIGHTS IN PROPERTY*

GC-10-A Contractor's Property

The Contractor shall be responsible for providing and maintaining all equipment necessary for the performance of its Work under this Contract. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Contractor will bear all risk and expense of damage to or loss of Contractor-provided equipment, including damage occurring during normal scope of work. Any loss or failure of any Contractor-provided equipment will not excuse the Contractor from its performance of the Work.

GC-10-B LACMTA's Property

Notwithstanding the above, LACMTA will provide vehicles and equipment to the Contractor as set forth in Exhibit D – LACMTA Provided Property. LACMTA may also provide Contractor with office space. In the event of damage to or loss of LACMTA's property not caused by negligence or willful misconduct of Contractor or by theft, Contractor will submit the replacement cost amount(s) to Metro as a clearly identified, separate item on its next submission for Monthly Payment. Upon termination or expiration of this Contract, Contractor will return all LACMTA-owned vehicles and equipment in its possession to Metro in the same condition in which it was provided to Contractor, less regular wear and tear.

GC-11 CHANGES

GC-11-A Any change in the terms of this Contract , including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are mutually agreed to by LACMTA and Contractor shall be incorporated into this Contract by a written amendment properly executed and signed by the person(s) authorized to bind the Parties thereto.

GC-12 NOTICE OF INTENT TO CLAIM AND CLAIMS

A. The Contractor shall give to LACMTA a written notice of potential claim within five (5) days of any act or event for which it intends to seek adjustment in the Contract price, terms, or schedule. The written notice shall set forth the basis of the claim and an estimate of any costs involved. The claim shall be filed within 30 days of the act or event and shall be in sufficient detail to allow LACMTA to evaluate the claim. The Contractor shall also furnish any additional information relating to the claim as LACMTA may request. Failure

of the Contractor to comply with these requirements shall be sufficient cause for denying the Contractor's claim.

- B. LACMTA shall, within 30 days of the receipt of the claim, render a decision or provide an estimate of when a decision will be made. If no decision is made within 30 days of the filing of the claim, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by LACMTA. The Contractor shall proceed diligently with performance of the Contract, pending resolution of any claim or appeal or action ensuing under the Contract.

GC-13 TERMINATION *

GC-13-A Termination for Convenience

The performance of the Services or Work under the Contract may be terminated at any time, in whole or in part, as determined by LACMTA or the Contractor in its sole discretion. Such termination will be accomplished by delivery of a Notice of Termination, specifying the extent to which performance of the Services or Work under the Contract shall be terminated and the date upon which such termination shall become effective. The termination will be effective the first day of the month occurring at least six (6) months following the written notice.

Commencing within thirty (30) days of notice of termination, the Parties will meet and confer on an ongoing basis to prepare a termination plan for the demobilization and transition of services to another contractor. Contractor will cooperate with LACMTA in such planning and will provide in a timely fashion all documentation necessary to effect a smooth transition.

If the termination is for the convenience of LACMTA, the Contractor shall submit a final invoice within sixty (60) days of termination and upon approval by LACMTA, LACMTA shall pay the Contractor based on the Services rendered prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

In the event of termination, each Party will fully discharge all obligations owed to the other Party accruing prior to the effective date of such termination, and, except as otherwise provided herein, each Party will be released from all obligations which would otherwise accrue subsequent to the date of termination. The Parties shall not be entitled to any damages including anticipatory or consequential damages as a result of any termination under this article.

GC-13-B Termination for Default

Notwithstanding any provision herein, either Party may terminate this Contract for default. The terminating Party may, at its discretion, set an effective date of termination sooner than the six (6) month notice period required for termination for convenience set forth above. Any termination for default will allow the defaulting Party at least a thirty (30) day period to cure the default, provided however, should the cure require more than thirty (30) days, the defaulting Party shall have a reasonable period of time to cure the default, provided the defaulting

Party commences the cure within the 30-day period and continues to diligently prosecute the cure. The terminating Party will provide written notice of any termination for default, including written notice of any effective date. Upon the effective date, the Contractor shall: (a) discontinue services (b) deliver to the LACMTA all data, drawings, specifications, reports, estimates, summaries and such other information, and material as may have been prepared or developed by the Contractor in performing this Service Contract, whether completed or in process. For purposes of this section, default means a material failure on the part of either Party to perform its obligations under this Contract such that a reasonable person would consider that Party to be in default.

Neither Party shall be entitled to anticipatory, incidental or consequential damages as a result of any termination under this Section GC-13-C Termination due to Non-appropriation of Funds. Notwithstanding any provision herein, LACMTA may terminate this Contract based upon non-appropriation of funds by LACMTA's Board of Directors, by providing written notice to Contractor no later than seventy-two (72) hours after LACMTA learns of said unavailability of funding and LACMTA shall provide Contractor with its effective date of termination.

GC-13C - TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

If LACMTA terminates for unavailability of funds, LACMTA will pay Contractor for: (1) the Work actually performed, on or before the effective date of the termination; and (2) reasonable costs and expenses that Contractor must necessarily incur as a direct result of early termination of the Contract.

GC-14 ASSIGNMENT*

GC-14-A The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of LACMTA, which consent shall not be unreasonably withheld.

GC-14B No right under the Contract shall be asserted against LACMTA, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by LACMTA as specified in this Article.

GC-14-C Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of LACMTA and to all deductions specified in the Contract. All monies withheld, whether assigned or not, shall be subject to being used by LACMTA for completion of the Work, pursuant to the terms of the Contract. In the event that LACMTA consents to such assignment of monies, written notice thereof shall be given by the Contractor to LACMTA at least ten (10) days before payment is due.

GC-15 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC*

Unless otherwise required by law, the Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by LACMTA or otherwise authorized by LACMTA provided authorization does not result in an unreasonable delay in publication.

GC-16 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT*

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act in performing the Work under the Contract.

GC-17 SEVERABILITY*

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract or CWO shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract or CWO, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract or CWO.

GC-18 GOVERNING LAW*

The Contract has been negotiated between LACMTA and the Contractor and shall be subject to the laws of the State of California.

By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

GC-19 LIABILITY AND INDEMNIFICATION*

GC-19-A Indemnification by Contractor

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless LACMTA, its subsidiaries, and any of their respective members, directors, officers, employees and agents (collectively "LACMTA Indemnitees"), from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to

any fees of accountants, attorneys or other professionals (collectively "Claims against LACMTA"), arising out of, or resulting from, or in connection with or relating to, or claimed to be in connection with or relating to: (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, or (2) negligent or willful acts, errors, omissions, or misrepresentations committed by Contractor, its officers, employees, agents or anyone under Contractor's control, in the performance of its obligations, work and/or services under this Contract.

The Contractor further agrees to defend any and all Claims against LACMTA, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against any LACMTA Indemnitee, the Contractor must, at its expense, satisfy and discharge the same.

GC-19-B Indemnification by LACMTA

To the fullest extent permitted by law, and subject to the limitation in Paragraph C, below, LACMTA shall indemnify and hold harmless Contractor, its subsidiaries, and any of their respective members, directors, officers, employees and agents (collectively "Contractor Indemnitees"), from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Claims against Contractor"), arising out of, or resulting from, or in connection with or relating to, or claimed to be in connection with or relating to: (1) LACMTA's breach or failure to comply with any of its obligations contained in this Contract, or (2) negligent or willful acts, errors, omissions, or misrepresentations committed by LACMTA, its officers, employees, agents or anyone under LACMTA's control, in the performance of its obligations, work and/or services under this Contract.

Subject to the limitation in Paragraph C, below, LACMTA agrees to defend any and all Claims against Contractor, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against any Contractor Indemnitee, LACMTA must, at its expense, satisfy and discharge the same.

GC-19-C Special Provisions regarding Claims alleging excessive use of force or automobile accidents. The following provisions apply notwithstanding the indemnities in Paragraphs A and B, above.

1. LACMTA will have no defense obligations with regards to Claims against Contractor (a) alleging the Contractor's excessive use of force, or (b) related to the use of an automobile under the care or control of Contractor.
2. It is the express intent of the parties that LACMTA will have no obligation to indemnify Claims against Contractor, other than those for which LACMTA is solely negligent, (a) alleging Contractor's excessive use of force or (b) related to the use of an automobile under the care or control of Contractor.

3. It is intent of the parties that the Contractor will indemnify and hold harmless LACMTA against all Claims against LACMTA, other than those for which LACMTA is solely negligent, (a) alleging Contractor's excessive use of force or (b) related to the use of an automobile under the care or control of Contractor.

GC-19-D The indemnification specified in this Article shall survive termination or closeout of the Contract.

GC-20 NO WAIVER

GC-20-A Failure of LACMTA to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by LACMTA of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure or delay by LACMTA to insist upon strict performance of any terms or conditions of the Contract, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of LACMTA to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

GC-21 CONTRACT MODIFICATION

Should LACMTA and/or other contractors providing law enforcement services to LACMTA renegotiate the terms of their existing contract, LACMTA shall make best efforts to notify the contractor of said revision and grant the contractor the opportunity to make the same beneficial revisions granted to the other contractors.

End of General Conditions (Services)

EXHIBIT D – LACMTA PROVIDED PROPERTY

LACMTA 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 will generally include:

- 1 Official vehicle parking at One Gateway Plaza;
- 2 Access to security kiosks, break rooms and restroom facilities;
- 3 Access to limited shower and locker room facilities;
- 4 Access to conference rooms;
- 5 Photocopiers, telephones, network access and email;
- 6 Transit passes for official use;
- 7 Office space and official vehicle parking at the Rail Operations Center;
- 8 Office space and official vehicle parking at select Bus & Rail Divisions;
- 9 Mobile phone fare validators for each law enforcement official assigned to the Contract;
- 10 Safety vest and hardhat;
- 11 Access to LACMTA video surveillance feeds;
- 12 Access to LACMTA radio frequencies (Operations and Security);
- 13 Any additional space mutually agreed upon; and
- 14 Service vehicles, as needed.

COMPENSATION & PAYMENT PROVISIONS (FIRM FIXED PRICE)

Note:

Articles flagged with an asterisk (*) are Flow-down requirements as defined in Article SUBCONTRACTORS AND SUPPLIERS in Contract Document GENERAL CONDITIONS.

CP-01 BASIS OF COMPENSATION *

Contractor will be paid the Contract Price in accordance with the following Articles, the Payment Schedule in the Article entitled COMPENSATION in the Form of Contract and all other applicable terms and conditions of the Contract.

CP-02 MONTHLY PAYMENTS

A. Applicability

This Article applies only if the Payment Schedule in the Contract provides for Monthly Payments.

B. Definition

A Monthly Payment is a payment of a portion to the Contract Price for Work actually performed during the month and not previously paid for by LACMTA.

C. Application for Monthly Payment

Contractor's Applications for Monthly Payments ("Applications") shall contain:

1. The original and two copies of the invoice, dated and identifying the Contract Number;
2. A description of the Work completed;
3. Any other documentation LACMTA requires to process the Progress Payment;
4. The Contractor's signature and certification that the Work has been performed in accordance with the Contract, using the form attached hereto as Exhibit 1; and
5. Signature of LACMTA's Authorized Representative acknowledging that the Work described in the Application has been done in accordance with the Contract.
6. Payment Certification attached as Exhibit 1

D. Terms of Payment

1. Contractor shall submit the Application to LACMTA, based on the Payment Schedule, not later than no later than thirty (30) days after the closing of each month.
2. LACMTA will make Monthly Payments within thirty (30) days after it's receipt of an undisputed and properly submitted Application. Upon receipt of an Application, LACMTA shall:
 - a. Review the Application to determine if it is complete and meets Contractual requirements.
 - b. Return any Application that is not complete or does not meet Contractual requirements, setting forth in writing the reasons for the determination.
 - c. No Monthly Payments shall be made for Work not performed in accordance with the Contract.

CP-03 PAYMENT OF TAXES *

Unless otherwise specifically provided in this Contract, the Contract Price includes compensation for all taxes the Contractor is required to pay by Laws in effect on the date the Contractor's bid was opened. The Contractor shall pay all federal, state, and local taxes, and duties applicable to and assessable against any Work, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The Contractor shall ascertain and pay the taxes when due. The Contractor will maintain auditable Records, subject to LACMTA reviews, confirming that tax payments are current at all times.

CP-04 FINAL PAYMENT *

A. Final Acceptance

After Final Acceptance of the Work, as provided in the General Conditions of this Contract, Final Payment will be made as follows:

1. Prior to Final Acceptance of the Contract, as provided in the General Conditions of this Contract, the Contractor shall prepare and submit an Application for Final Payment to LACMTA including:
 - a. The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;
 - b. Deductions for prior Progress Payments;
 - c. Amounts retained;

- d. List of Claims the Contractor is filing concurrently with the Application for Final Payment, or a statement that no Claims will be filed with the Application for Final Payment; and
 - e. List of pending unsettled Claims, stating claimed amounts.
2. Prior Progress Payments shall be subject to correction in LACMTA's review of the Application for Final Payment. Claims filed with the Application for Final Payment, or at any time thereafter prior to Final Payment, must be otherwise timely under the Contract and applicable Law.
 3. LACMTA will review the Contractor's Application for Final Payment will forward any required changes or corrections to the Contractor. Within ten (10) days after receipt of required changes from LACMTA, the Contractor will make the changes, and, if applicable, list Claims that will be filed as a result of the required changes, and shall submit the revised Application for Final Payment. Upon acceptance by LACMTA, the revised Application for Final Payment will become the approved Application for Final Payment.
 4. If no Claims have been filed with the initial or any revised Application for Final Payment and no Claims remain unsettled within thirty (30) days after Final Acceptance of the Work by LACMTA, and agreements are reached on all issues regarding the Application for Final Payment, LACMTA, in exchange for an executed release, satisfactory in form and substance to LACMTA, will pay the entire sum found due on the approved Application for Final Payment, including the amount, if any, allowed on settled Claims.
 5. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of LACMTA are specifically reserved, and shall release and waive all unreserved Claims against LACMTA and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:
 6. It has resolved all Subcontractor, Supplier and other Claims that are related to the settled Claims included in the Final Payment;
 7. It has no reason to believe that any party has a valid Claim against the Contractor or LACMTA which has not been communicated in writing by the Contractor to LACMTA as of the date of the Certificate;
 8. All warranties are in full force and effect; and
 9. The releases and warranties shall survive final payment.

10. If any Claims remain open, LACMTA may make final Payment subject to resolution of those Claims. LACMTA may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount of the open Claims.

B. Discovery of Deficiencies *

Notwithstanding LACMTA's acceptance of the Application for Final Payment and irrespective of whether it is before or after Final Payment has been made, LACMTA shall not be precluded from subsequently showing that:

1. The true and correct amount payable for the Work is different from that previously accepted;
2. The previously accepted Work did not conform to the Contract requirements; or
3. A previous payment, or portion thereof, for Work was improperly made.

LACMTA shall not be estopped from demanding and recovering damages from the Contractor, as appropriate, under any of the foregoing circumstances as permitted under the Contract or applicable Law.

CP-05 AUDIT REQUIREMENTS *

A. Applicability

This Section applies to the Contractor, its Subcontractors and Suppliers. The Contractor, its Subcontractors and Suppliers shall be subject to audit at any reasonable time by the Authorized Auditors for;

1. Any Costs proposed for a Modification, or
2. Defective Cost or pricing on the Contract including any Modification.

B. Defined Terms

Audit: audit, examine, verify, review, excerpt, vouch or transcribe Contractor's, Subcontractors' or Suppliers' Records.

Authorized Auditors: LACMTA employees, any firms appointed by LACMTA or other authorized agencies acting as agents of a Governmental Entity. For federally funded Contracts, Authorized Auditors shall also include the FTA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives.

Costs: Amounts (both direct and indirect) claimed to be due and payable, or anticipated to be incurred in performing the proposed Modification.

Records: All of the Contractor's, Subcontractors' or Suppliers' Cost or pricing data supporting the Modification or Element thereof, including but not limited to books, data, Records, documents, reports, computations and projections, accounting procedures and practices and other evidence, in all forms (e.g. paper or machine readable media such as disk, tape, etc.) or types (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect the performance of the Work and all Costs claimed to have been incurred or anticipated to be incurred in performing the Work on a proposed Modification. Any information provided by the Contractor, Subcontractor or Supplier on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The detail and depth of Records required as backup support for Audits shall be that which adequately establishes and maintains visibility of both allowable, and identified unallowable costs including directly associated costs.

Reproduce: copy, download, transcribe, print etc. by any means whatsoever free of charge.

C. Access

1. Records

Upon reasonable written advance notice to the Contractor, Subcontractors or Suppliers, with a copy sent to the Contractor's Authorized Representative, the Authorized Auditors shall have access during Contractor's normal business hours to all Records related to Costs or performance of the proposed Modification for the purpose of Auditing.

2. Worksites

For any federally funded major capital project, the Authorized Auditors shall include the FTA Administrator or his authorized representatives including any PMO Contractor. Access shall include the Worksite.

D. Records Retention

The Contractor, Subcontractors and Suppliers shall maintain all Records required under this Contract for a period of not less than three years after the date of Termination, in whole or in part or Final Payment, whichever is later. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor, Subcontractor and Suppliers shall maintain all Records related to this Contract until LACMTA or any Governmental Agency or their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

E. Reproduction of Records

The Authorized Auditors shall have the right to Reproduce any Contractor, Subcontractor or Supplier Records related to Costs proposed for a

Modification. The Contractor, Subcontractor or Supplier shall make said evidence (or to the extent accepted by the Authorized Auditors, photographs, micro-photographs or other authentic reproductions thereof) available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge.

F. Modifications

The Contractor, Subcontractors or Suppliers shall maintain and segregate Cost and pricing data and Records sufficient to properly reflect all direct and indirect Costs of whatever nature claimed to have been incurred or anticipated to be incurred in connection with a Modification to the Contract.

G. Defective Cost and Pricing Data

FAR 52-215-10 Price Reduction for Defective Cost or Pricing Data and 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications shall apply to this Contract. The term Government referred to in the FAR clauses shall include LACMTA for purposes of this Contract.

H. Disposition of Audit Findings

The Contracting Officer may use all evidence in the Records including the Audit findings to:

1. Negotiate Modifications, or
2. Demand payment from the Contractor or adjust any Contractor's invoice to:
 - a. Reduce amounts found by the Contracting Officer to be unallowable costs; or
 - b. Adjust for prior overpayments or underpayments.

**Contract No. RFP No. PS5863200LASD 24750
Transit Law Enforcement Services**

EXHIBIT 1 - PAYMENT CERTIFICATION

1. I hereby certify to the best of my knowledge and belief that:
 - A. This Payment Request represents a true and correct statement of the Work performed;
 - B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
 - C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from LACMTA.
2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to LACMTA a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which LACMTA may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

END OF COMPENSATION & PAYMENT PROVISIONS