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

LEROY D. BACA, SHERIFF

June 30, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

50 JUNE 30, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVE A LAW ENFORCEMENT SERVICES CONTRACT BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) and the Los Angeles County Metropolitan Transit Authority (MTA) have reached an agreement on a law enforcement services contract. The agreement will provide services for a three-year period, with two one-year options, at an annual cost of approximately $65,921,937. This agreement would have no negative impact upon law enforcement services in the unincorporated areas within Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign a law enforcement services agreement with the MTA, at an annual cost of $65,921,937, effective July 1, 2009. The agreement shall continue for a three-year term and is renewable by the MTA for two one-year options.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to provide law enforcement services to the MTA.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no net County cost to this contract. The MTA shall pay the County for said services according to the appropriate and prevailing billing rates as determined by the County Auditor-Controller for the current fiscal year. The estimated cost of approximately $65,921,937 will offset the cost of implementing the contract and providing service effective July 1, 2009, and ending June 30, 2010. The indicated rate shall be readjusted by the County Auditor-Controller annually effective July 1, of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 28, 2009, the MTA Board of Directors approved an agreement with the Department's Transit Community Policing Services. The agreement will become effective July 1, 2009. The agreement shall continue for a three-year term and is renewable by the MTA for two one-year terms.

This agreement has been approved by County Counsel.

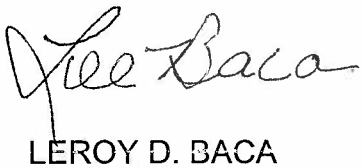
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Sincerely,



LEROY D. BACA
SHERIFF

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NUMBER PS2610LASD

MEMORANDUM OF UNDERSTANDING

FOR TRANSIT COMMUNITY POLICING SERVICES

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

COUNTY OF LOS ANGELES

27032

This Agreement is made and effective July 1, 2009 by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (hereinafter referred to as METRO) and the COUNTY OF LOS ANGELES (hereinafter referred to as LASD).

RECITALS

WHEREAS, METRO is a California Public Authority organized under Section 130050.2 et. seq of the Public Utilities Code to provide public transportation services, with power to contract for transit community policing services described in Attachment A to this Agreement entitled Transit Community Policing Services Scope of Work (hereafter referred to as Services or Scope of Work);

WHEREAS, METRO desires to enter into an agreement with LASD for the performance of transit community policing services.

WHEREAS, LASD has certified that it is qualified and legally authorized to perform such Services and (1) has reviewed all of the available data furnished by METRO pertinent to the Services to be rendered; (2) has reviewed and evaluated the Services to be rendered; (3) will exercise the utmost care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified and in accordance with Attachments B to this Agreement.

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK

   A. LASD will perform the Services and related tasks as described in Attachment A, Scope of Work. Attachment A, Scope of Work is attached hereto and is incorporated by reference into and made a part of this Agreement. Such services shall not encompass services authorized to be provided by private patrol operators, as defined in Section 7581 of the Business & Professions Code, which LASD is prohibited by law from performing under Government Code section 53069.8.

   B. This is a non-exclusive Agreement, whereby METRO may, at its sole discretion, after consultation with LASD, augment or supplant the Services with its own personnel or personnel of another Contractor or entity. Communication and consultation will help to reduce or eliminate conflicts wherein deputies and security officers experience overlap responsibilities as a result of METRO's augmentation/supplantation. This consultation is critical to ensure the safety of the public, LASD personnel and METRO Security Officers.

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

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

D. On or before January 10th of each year after 2009, METRO shall inform LASD of the next fiscal year's anticipated staffing levels and anticipated budget for Services under this Agreement. METRO shall have the exclusive right to annually determine the anticipated level of service and budget required under this Agreement. The actual staffing levels will be subject to the approval of the budget by the METRO Board and the adjustment of staffing levels within the budget by METRO.

In the event that LASD determines that the anticipated staffing levels and Services established by METRO under this Section does not permit LASD to ensure the general safety of the transit community and LASD's staff under the requirements of this Agreement, LASD shall so inform METRO.

By March 1st of the same year, LASD shall submit to METRO a proposal, within METRO's anticipated budget, for the number and distribution of assigned dedicated positions for the next fiscal year. This proposal shall be based on the rates for the assigned dedicated positions and supervisory ratios for the next fiscal year, the costs of which are established annually by the Los Angeles County Auditor-Controller. The method used, in the first year of this Agreement, for calculating the rate for the assigned positions shall remain the same for all years of this Agreement.

METRO's designated personnel and LASD's designated personnel shall meet and reach agreement on the actual number and distribution of assigned dedicated positions. Disagreements with regard to the number and distribution of these positions and supervisory ratios shall be resolved by the parties and are not subject to Section 21, Resolution Of Disputes, of this Agreement. METRO reserves the right for final decision regarding staffing levels.

Authorized personnel of the METRO and LASD shall endorse a new Attachment B, listing the applicable fiscal year, the rates for the assigned dedicated positions, and the agreed-upon number and distribution of these positions for the next fiscal year. Distribution, as referenced in this Section, does not infer deployments, which are at the sole discretion of LASD. The new Attachment B shall replace the prior Attachment B as an attachment to this Agreement.

E. METRO will provide telephones, work facilities, facilities maintenance, furniture and a limited number of METRO computers, as determined by METRO after consultation with the LASD, to support the Transit Community Policing work. METRO will not provide: cell phones, radios, printing, postage or other office supplies.

In order to ensure rapid and effective operational radio communications, LASD is required to establish its central dispatch center for the support of this Agreement within the Rail Operation Control Center (ROCC) or the Bus Operations Control Center (BOCC) at the discretion of METRO. All communications and coordination for Services will emanate from this location.

LASD and METRO agree that METRO will loan one (1) of the METRO Transit Security radio channels to LASD and that METRO Rail Communications will provide LASD with an electronic connection to the Rail Operations Center which will allow LASD to cross-connect this Red Line rail system (MRL) subway security channel to the above-ground channel used for the dispatch of officers by LASD. LASD'S officers who travel between the subway environment and the above-ground environment will have both channels programmed in their radio and will change channels when they make the transition from or to the subway and above-ground.

2. PERIOD OF PERFORMANCE

The period of performance shall be for three (3) years plus two (2) one-year options. The initial term shall commence on July 1, 2009 and shall expire on June 30, 2012, unless sooner terminated by Metro or extended as provided in this Agreement. At METRO's option and only upon the written consent of both parties, this Agreement may be extended for each one-year option period. LASD shall provide METRO with no less than nine (9) months advance written notice in the event LASD does not agree to extend the term of the Agreement for any option year, provided however that METRO has given written notice to LASD prior thereto that METRO exercises its option for that option year. This Agreement may be extended for the one-year option periods only upon the mutual consent of both parties. This Agreement will be funded on a fiscal year basis.

3. UNIT RATE CONTRACT BASED ON STAFFING LEVELS - PRICE SCHEDULE - PAYMENT AND COMPENSATION FOR SERVICES - ANNUAL SERVICE LEVEL AND PROJECT BUDGET - INVOICES AND PAYMENT- CHANGES TO SERVICE LEVEL AND BUDGET- STRIKES OR WORK STOPPAGE - PAYMENT OF RESOLVED DISPUTES

A. STAFFING LEVELS

This is a Service Unit Agreement. All services shall be performed under the terms and conditions of this Agreement and in accordance with Attachment A, Scope of Work. Payments under this Agreement shall be compensation for work hours supplied by LASD and exclusively dedicated to perform work under this Agreement, independent of mutual agreements and other emergency response deployments based on the needs of the region. METRO will NOT be charged for the provision of services outside the agreed upon METRO service areas. Ratio of supervisory personnel to line staff shall be in accordance with ratios identified in Attachment A, Scope of Work, but should not fall lower than 1:7.

B. PRICE SCHEDULE

The basis for payment for Services under this Agreement is the established unit rates for the relief-based service units assigned/dedicated to this Agreement and other designated relief-based positions as set forth in Attachment A, Scope of Work. Attachment B hereto indicates the rates for the various relief-based positions assigned to this Agreement for the period of July 1, 2009 through June 30, 2010 and also sets forth the number of the various law enforcement relief-based positions assigned to this Agreement that the parties have mutually agreed that LASD will provide to METRO for the period of July 1, 2009 through June 30, 2010.

C. PAYMENT AND COMPENSATION FOR SERVICES

LASD agrees to provide all personnel, material and equipment required to perform the Services set forth in the Scope of Work (Attachment A), in accordance with Sections 1D and 1E of this Agreement and in accordance with the Price Schedule (Attachment B). METRO shall pay as full compensation an amount NOT TO EXCEED (NTE) amount of $65,921,937 for Services for the period July 1, 2009 through June 30, 2010.

D. ANNUAL SERVICE LEVEL AND PROJECT BUDGET

In accordance with Section 1D of this Agreement, METRO shall establish an annual service level and budget for Transit Community Policing Services under this Agreement. The selection of Services by METRO shall be made by METRO's Project Manager and is subject to approval by METRO's CEO and METRO'SBoard.

D.1 THIRD PARTY ANNUAL PARKING FEES

LASD shall be responsible for paying parking fees for LASD personnel who park in the Gateway Headquarters Building. METRO is not responsible for paying these parking fees.

E. INVOICES AND PAYMENT

LASD shall submit a monthly invoice requesting payment for Services rendered within thirty (30) days of the close of the preceding month, indicating therein the amounts billed and the number of contracted relief-based positions. The invoice shall include as attachments all necessary supporting documents, schedules, deployment sheets, unit, name, location, assignment dates and time of service, straight time and over-time worked and other materials to fully support the total billing amount. These supporting documents shall be of the nature and standards as set forth in Generally Accepted Government Accounting Principles (GAGAP) and all data reported shall reconcile with invoices/billing statements submitted to METRO by LASD.

The request for payment shall be submitted in three (3) copies, with one (1) full copy of all supporting documentation sufficient to support the invoice amounts. The invoices shall be submitted in triplicate on LASD's letterhead to the following address:

LACMTA Accounts Payable
PO Box 512296
Los Angeles, California 90051-0296

One (1) additional copy of the full invoice, including the supporting documentation, shall be sent directly to the METRO Project Manager.

Within sixty (60) days after receipt of an invoice, METRO shall pay all undisputed amounts and shall notify LASD in writing of the basis of nonpayment of any amounts in dispute. METRO may withhold any amounts which are disputed or which are owed to METRO pursuant to this Agreement. METRO and LASD agree to commence the dispute resolution procedures stated in Section 21 of this Agreement within thirty (30) days after METRO notifies LASD in writing of the basis of nonpayment of any amounts in dispute.

If such payment of the undisputed amount is not delivered to LASD's office, which is described on the invoice, within sixty (60) days after the date that the invoice is received by METRO, LASD is entitled to recover interest thereon. Said interest shall be at a rate of ten percent (10%) per annum on any portion thereof calculated from the sixty-first (61st) day after the invoice is submitted to METRO.

F. CHANGES TO SERVICE LEVEL AND BUDGET

If METRO desires to initiate a change to the Transit Community Policing Program budget or service level, then METRO will direct such a change and LASD must comply with this change within sixty (60) days. A change unilaterally decided by METRO may not exceed ten percent (10%) of that year's base service level or budget. Any change in service levels or budget that exceed ten percent (10%) shall be negotiated and agreed to by the parties.

G. STRIKES OR WORK STOPPAGE

METRO will not pay for Services not received. During strikes or work stoppages when LASD assigns its personnel to METRO work locations as requested, then METRO will pay the normal billing rates for those staff assigned to that service. If there is an excess of personnel who are not required during a strike or work stoppage due to transit services running at decreased service levels, then METRO will not pay for services not received.

H. PAYMENT OF RESOLVED DISPUTES

1. METRO may deduct from its next payment to LASD all amounts owed to METRO pursuant to the resolution of any dispute under Section 21 of this Agreement, unless there is a mutually agreed upon payment schedule.
2. METRO will pay to LASD, within sixty (60) days, any amounts owed to LASD pursuant to the resolution of any dispute under Section 21 of this Agreement, unless there is a mutually agreed upon payment schedule. If METRO fails to make payment within sixty (60) days, then the late payment provisions in Section 3E of this Agreement shall apply.

4. AUDIT AND INSPECTION OF RECORDS

LASD shall keep and maintain full and complete accounting books, in-service sheets, records of account of its costs and expenses claimed to be due and payable related to the performance of the Services in accordance with Generally Accepted Governmental Accounting Principles and Federal Acquisition Regulation, Section 31.6. LASD shall maintain records related to any transaction, activity, time cards, employment records, reserves, if any, including, but not limited to those established for personal liability, property damage, workers' compensation, third party litigation, and shall arrange with LACERA to maintain records related to retirement.

LASD agrees that METRO or any duly authorized representative shall have full and complete access to and the right to examine, audit, copy or transcribe any record kept in accordance with this section or other records relating to this Agreement, except those that may not be disclosed by law, upon five (5) business days notice. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by LASD for a period of three (3) years after completion of the period of performance of this Agreement or if this Agreement is terminated in whole or in part after the

final termination, unless METRO's written permission is given to dispose of the material prior to this time.

Criminal records shall be made available to METRO's DEO only, as permitted by law.

5. NOTIFICATION

All notices hereunder concerning this Agreement and the Services to be performed shall be physically transmitted by courier, overnight mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To METRO:	To LASD:
Contract Administration Manager 1 Gateway Plaza, 9th Floor Los Angeles, CA 90012	Contract Law Enforcement 4700 Ramona Blvd., 2nd Floor Monterey Park, CA 91754

6. METRO AND LASD REPRESENTATIVES

A. CHAIN OF COMMAND

The currently assigned LASD Commanding Officer (CO) shall function as Metro's Chief of Police for transit law enforcement purposes. The LASD CO and/or his delegate shall notify METRO, through the METRO CEO and/or his delegate, of any security issues, major incidents, after actions reports, etc.

LASD shall have exclusive command and control of all law enforcement functions and personnel consistent with METRO Board direction. The METRO CEO and/or his delegate shall be responsible for communicating METRO Board direction to LASD.

The METRO CEO shall have exclusive command and control of all other transit security functions. LASD's command staff and METRO management shall meet weekly.

B. METRO'S KEY PERSONNEL

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

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

C. LASD'S KEY PERSONNEL

The following are LASD's key personnel for the Services to be provided: LASD Daniel Finkelstein, Commanding Officer, Office of Homeland Security. The

Commanding Officer, or his designees at the LASD rank of Captain or above, shall direct and manage the Services of LASD. Captains and higher ranked officers shall be designated as key personnel. The Commanding Officer shall regularly report to METRO's Management and shall either attend, or ensure the attendance of subordinate executives, any meetings requested by METRO.

METRO awarded this Agreement to LASD based on METRO's confidence and reliance on the expertise of LASD key personnel described above. LASD shall not reassign key personnel or assign other personnel to key personnel roles until METRO approves a replacement in writing.

METRO shall have the ability to interview and select from a short list of nominated Transit Community Policing Commanding Officer candidates for that position. METRO will notify LASD regarding candidates deemed not acceptable.

METRO's Project Manager, in consultation with the LASD CO, shall have the authority to effect a transfer out from the Transit Community Policing unit any deputy/officer or other staff member who is unacceptable to METRO consistent with Section 20C of this Agreement. This transfer shall be conducted in a manner that is consistent with Section 3300 of the California Government Code "Peace Officers' Bill of Rights", any other applicable civil service protection, and in compliance with any then existing collective bargaining agreement.

7. TERMINATION FOR CONVENIENCE

METRO may, by written notice to LASD, terminate this Agreement for METRO's convenience. Upon receipt of such notice, LASD shall: a) discontinue Services as directed in the notice; b) deliver to METRO all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been prepared or developed by the LASD in performing this Agreement, whether completed or in process, except those that cannot be disclosed by law; and (c) submit a proposed termination plan that will be agreed upon by the parties. Termination of this Agreement shall be effective one (1) year after the receipt by LASD of such notice, unless otherwise agreed by the parties.

If the termination is for the convenience of METRO, LASD shall submit a final invoice within one hundred and twenty (120) days of the effective date of termination. METRO shall pay LASD in the manner stated in Section 3E of this Agreement for Services completed prior to the effective date of termination and for all costs reasonably incurred by LASD as a result of the termination, including, but not limited to the salary and benefit costs for LASD employees who were assigned to provide Services under this Agreement whom LASD is unable to reassign to other funded vacant positions in LASD'S organization due to the unavailability of such positions. LASD shall use its best efforts to place such employees into funded positions immediately as they become available. Under no circumstances will METRO be responsible for such termination costs for more than six (6) months after the effective date of termination under this Section. Neither party shall be entitled to anticipatory damages as a result of any termination under this Section.

All disputes pertaining to LASD's reasonable costs incurred as a result of the termination under this Section shall be resolved pursuant to the provisions of Section 21, Resolution of Disputes, of this Agreement.

8. TERMINATION FOR BREACH OF AGREEMENT

A. If the LASD fails to perform one or more of the provisions of this Agreement, or fails to make progress so as to endanger timely performance of this Agreement, METRO may give LASD written notice of such default. If LASD does not cure such default or provide a plan to cure such default which is acceptable to the METRO within thirty (30) days of receipt of the written notice, then METRO may terminate this Agreement by written notice due to LASD 's breach of this Agreement. Provided, however, should the cure require more than thirty (30) days, LASD shall be provided a reasonable time period to cure the default, provided LASD commences the cure within the thirty (30) day period and continues to diligently prosecute the cure.

B. If METRO's Ethics Department determines that LASD has violated Section 23, Compliance with Lobbying Policies, of this Agreement, then METRO may, after consultation with LASD, terminate this Agreement. LASD may appeal any such decision to METRO's Board of Directors, who will make the final decision regarding such violation.

C. In the event METRO terminates this Agreement as provided in this Section, METRO shall immediately assume the obligations to provide said Services and may procure, upon such terms and in such manner as METRO may deem appropriate, Services similar in scope and level of effort to those so terminated. LASD shall be liable to METRO for all of its reasonable excess costs and damages, incurred to provide said Services, except LASD's liability for said excess costs shall not be greater than twenty percent (20%) of the amount that the Services would have cost if LASD were to complete its service level obligations under this Agreement and more particularly under Attachment C. In no event shall LASD's liability for said excess costs extend beyond the fiscal year in which the termination occurs.

D. All finished or unfinished documents and materials produced or procured under this Agreement shall become METRO property, provided they are or would become METRO documents and materials pursuant to this Agreement, upon date of such termination, except as prohibited by law.

E. If, after notice of termination of this Agreement under the provisions of this Section, it is determined for any reason that LASD was not in default under the provisions of this Section, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if notice of termination had been issued pursuant to Section 7, Termination for Convenience, of this Agreement.

F. The rights and remedies of METRO provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by LASD either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by LASD, without the prior written consent of METRO. Unless otherwise stated in METRO's written consent, consent by METRO shall not be deemed to relieve LASD of its obligations to comply fully with all terms and conditions of this Agreement.

10. INDEPENDENT CONTRACTOR

LASD's relationship to METRO in the performance of this Agreement is that of an independent Contractor. LASD's personnel performing Services under this Agreement shall at all times be under LASD's exclusive control and shall be employees of LASD and not employees of METRO. LASD shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, employment related practices income tax withholding, unemployment compensation, workers' compensation and similar matters.

11. INSURANCE

METRO and LASD 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.

12. INDEMNIFICATION

Subject to the limitations stated in this Section or elsewhere, LASD shall indemnify, defend and hold harmless METRO, and its officers, directors, employees and agents (collectively, Indemnified Parties) from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of LASD) arising from or connected with any negligent, intentional or reckless act or omission of LASD, its officers, directors, employees, agents, sub-contractors or suppliers while providing services under this Agreement.

Notwithstanding anything contained herein or stated elsewhere, LASD shall have no obligation or liability, including any obligation to indemnify or defend any Indemnified Party, (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act of anyone other than LASD, its officers, directors, employees, agents, sub-contractors or suppliers while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by LASD, its officers, directors, employees, agents, subcontractors, or suppliers to perform the services under this Agreement.

The parties acknowledge and agree that Attachment A, Scope of Work, provides a general description of the law enforcement services to be provided under this Agreement. METRO understands and agrees that the law enforcement services provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular location, more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. LASD shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by METRO and agreed to by LASD.

Notwithstanding anything contained herein, LASD's obligations hereunder to METRO or any Indemnified Party shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to METRO and all Indemnified Parties.

Any obligation by LASD or METRO to provide defense or indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this Section. The procedures in Section 21, Resolution of Disputes, shall not apply to the final determination in the first sentence of this subparagraph.

METRO shall indemnify, defend and hold harmless LASD, and its officers, directors, employees and agents from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of METRO) arising from or connected with any alleged act and/or omission of METRO, its officers, directors, employees, agents, sub-contractors or suppliers.

It is the intent of the parties to this Agreement that nothing herein shall impose, nor shall be interpreted to impose, on LASD any liability for injuries or death to any LASD employee greater than the liability imposed pursuant to the provisions of the worker's compensation laws.

This Section 12, Indemnification, shall not be subject to Section 21, Resolution of Disputes, of this Agreement.

This Section 12, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

13. REVISIONS IN SCOPE OF WORK

By written notice or order, METRO, through its Project Manager or his or her designee, may, from time to time, make changes to Attachment A, Scope of Work. Changes in Attachment A, Scope of Work shall be mutually agreed upon and incorporated into this Agreement and/or Attachment A, in writing. Upon incorporation, LASD shall perform the Services, as modified. METRO and LASD shall designate in writing those employees, other than the Project Managers, who are authorized to agree to changes in Attachment A, Scope of Work.

14. RIGHTS IN TECHNICAL DATA AND INFORMATION

A. No material or technical data prepared by LASD under this Agreement is to be released by LASD to any other person or entity except as necessary for the performance of the Services. LASD shall first notify the METRO Project Manager and METRO Media Relations in sufficient time and with undue delay regarding press releases (this only relates to planned or prepared or official releases by LASD) or information concerning METRO's policies, procedures, practices and personnel, that might appear in any publication or dissemination, including but not limited to newspapers, magazines, electronic media, as to allow METRO appropriate and timely input and recommendations as to the release's content as it relates to METRO's policies, procedures, practices and personnel, and subject to California law. It is agreed and understood by both parties that any media inquiries related to law enforcement activities is within LASD's purview subject to LASD's policies, procedures and California law. Additionally, LASD will not respond to media inquiries that address METRO's policies, procedures, practices and personnel without express authorization from METRO's Project Manager, COO, CEO or Media Relations representative. METRO however is cognizant of emergent and developing situations that may involve media demands for "on-the-spot" statements by on-scene LASD personnel and that LASD will ensure these

situations are to be managed and addressed within LASD's policies and procedures and that notification of METRO's Project Manager, COO, CEO or Media Relations representative will be made as time permits.

Subject to California law and the retention policies of LASD, LASD agrees and understands that it will commit its best efforts in production of any and all reasonable requests by METRO for any documents, reports and other products and data, copies or originals, produced under this Agreement and without restriction or limitation on their use unless otherwise prohibited by law or this Agreement. Any dispute as to the fulfillment, response or compliance with this Section is subject to Section 21, Resolution of Disputes, of this Agreement.

15. OWNERSHIP OF REPORTS AND DOCUMENTS

Copies of all letters, documents, reports and other products and data produced by LASD under this Agreement shall be delivered to, and become the property of METRO, upon request, except as prohibited by law. Additional copies may be made for LASD's records, but shall not be furnished to others without written notice to METRO unless otherwise required by law or authorized herein.

16. RIGHTS IN PROPERTY

A. METRO and all its designees shall have access at all reasonable times to the premises in which any METRO property is located for the purpose of inspecting METRO property.

B. Upon completing this Agreement, or at such earlier dates as may be fixed by METRO: (1) METRO shall prepare and LASD shall verify and submit a final inventory list of all METRO property which includes the property's description, location and condition, and (2) LASD shall prepare for shipment, and deliver F.O.B. origin, METRO property as may be directed or authorized by METRO.

C. LASD shall not prevent any METRO personnel, including armed METRO Transit Security Officers, from performing their duties at or within any METRO facility, property, or anywhere within METRO's transit system or by operation of law. This does not preclude LASD from performing its duties as prescribed by law.

D. METRO may apply for certain federal, state, local or private grant funding to support transit security or safety programs. LASD shall cooperate with METRO in the grant application process and in any implementation required through the grants. For all METRO awarded grants, any and all work products, documents, and property shall be the sole and exclusive property of METRO subject to the grant guidelines. LASD will be required to keep and maintain at all times a record of such property, including serial numbers, product name, and the LASD employee in possession of such property. Such possessor/holder information will be provided to METRO and updated as such property is issued/reissued.

17. PRESENTATION OF CLAIMS BY LASD

LASD shall file any and all claims with the METRO Project Manager in writing within forty-five (45) days of the discovery of any event or occurrence giving rise to the claim. The claim shall be in sufficient detail to enable METRO to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event

or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by LASD.

METRO shall, within ninety (90) days of the receipt of the claim, or within any extended period mutually agreed to in writing by the parties, endeavor to give written notice of the decision, however, if no notice of the decision is made within ninety (90) days of the receipt of the claim by METRO, or within any extended period mutually agreed to in writing by the parties, the claim shall be deemed rejected by METRO.

Even though a claim may be filed and/or in review by METRO, LASD shall continue to perform in accordance with this Agreement.

18. EQUAL OPPORTUNITY

In connection with the execution of this Agreement, LASD shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical handicap, mental condition, political affiliation, sexual orientation or marital status. LASD shall take action to ensure that applicants and employees are treated without regard to the above.

19. COMPLIANCE WITH 49 CFR PART 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS

LASD shall comply with 49 CFR Part 655 as Services provided under this Agreement are deemed safety sensitive.

20. STANDARDS OF PERFORMANCE

A. METRO's Project Manager, annually, in consultation with the LASD CO, will review the performance of LASD and develop Standards of Performance for the forthcoming year.

B. LASD shall perform and exercise, and require its sub-contractors/sub-consultants to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. LASD shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that METRO will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.

C. All workers shall have sufficient skill and experience to perform the Services assigned to them. METRO shall have the right, at its sole discretion after consultation with LASD, to require the removal of LASD personnel at any level assigned to the performance of the Services at no additional fee or cost to METRO, if METRO considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Such removal shall be conducted in a manner that is consistent with Section 3300 of the California Government Code "Peace Officers' Bill of Rights", any other applicable civil service protection, and in compliance with any then-existing collective bargaining agreement. Further, an employee who is removed from performing Services under this Agreement under this Section shall not

be reassigned to perform Services under this Agreement without METRO's prior written authority.

D. It is required that all workers on this Agreement shall have sufficient skills and experience to perform the Services contained in this Agreement. It is also understood and agreed that LASD shall not assign personnel who are not fully "Patrolled Trained" as required by LASD's own training standards for completion of the worker's service probation. At no time will METRO permit this Agreement to be utilized for the training of LASD's workers in patrol functions. METRO expects that LASD's workers are already experienced in patrol functions and that any training conducted by LASD's workers will be for the sole purpose of familiarization of METRO's operations and any other enhancement training authorized by METRO's Chief of Transit Police.

21. RESOLUTION OF DISPUTES

A. TERMS AND CONDITIONS

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation. If the dispute is not resolved by these negotiations, the matter will be submitted to JAMS, or its successor, for mediation.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement, except where explicitly excluded in this Agreement or otherwise, shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration.

The provisions of this Section 21 may be enforced by any Court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

B. MEDIATION

1. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

2. The parties will cooperate with JAMS and one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings.

3. The parties covenant that they will participate in the mediation in good faith and that they will share equally in its' costs.

4. All offers, promises, conduct, statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employee, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

5. Any mediation agreements are subject to final approval by the METRO Board of Directors and the Los Angeles County Board of Supervisors.

C. BINDING ARBITRATION

1. Except where explicitly excluded in this Agreement, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Los Angeles, California, before a sole arbitrator, in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, as revised August 2002, attached hereto as Attachment C, with the modifications listed in Section C4 below.

   This binding arbitration clause shall only apply to disputes regarding monetary claims and shall give the arbitrator jurisdiction to render only monetary awards for such claims.

2. Either party may initiate binding arbitration with respect to the matter submitted to mediation by filing a written demand for binding arbitration at any time following the initial mediation session or ninety (90) days after the date of filing the written request for mediation, whichever occurs last.

3. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as the arbitrator.

4. The parties agree to the following modifications to the Comprehensive Arbitration Rules and Procedures:

   a) In Rule 15(h), the following sentence is added to the end of the paragraph: "Failure to comply with this section and Section 1281.9 of the California Code of Civil Procedure shall automatically disqualify a selected arbitrator."

   b) In Rule 17(d), the last sentence shall read: "Documents that have not been previously exchanged or witnesses and experts not previously identified shall not be considered by the arbitrator at the hearing unless agreed by the parties or upon showing of good cause."

   c) Rule 22 shall be replaced in its entirety with the following: "The arbitrator shall conduct the hearing and make all rulings and decisions under Rule 17 in strict conformity with the California Evidence Code."

   d) Rule 24, subsections (c), (d) and (e) are removed and replaced with the following: "In determining the award, the arbitrator shall apply the statutory and decisional law of the State of California. The arbitrator shall not have the power to award any relief other than a monetary award."

5. The arbitrator shall, in the award, allocate all of the costs of arbitration and the mediation, including the fees of the arbitrator and the reasonable attorneys fees of the prevailing party, as determined by the arbitrator.

6. The parties by signing this Agreement are agreeing to have all disputes, claims or controversies arising out of or relating to this Agreement, except where explicitly excluded in this Agreement, decided by neutral binding arbitration, and are giving up any right they may possess to have those matters litigated in a court or jury trial. Further the parties are giving up their judicial rights to discovery and appeal except to the extent that are specifically provided for under this Agreement.

7. METRO and LASD agree to incorporate the Optional Arbitration Appeal Procedures as stated in Rule 34 of the Comprehensive Arbitration Rules and Procedures.

8. In the event JAMS or its successor is unable to perform its duties under this Agreement, the parties shall mutually appoint another similar dispute resolution organization to perform those duties. The JAMS Comprehensive Rules and Procedures, as revised August 2002 and as modified herein, shall apply.

D. WORK STOPPAGE

In no event shall work under this Agreement be stopped in the event of a claim or dispute. If LASD stops the work under this Agreement, then METRO shall be relieved of its payment obligations under this Agreement.

22. COMPLIANCE WITH LAW

LASD shall familiarize itself with and perform the Services required under this Agreement in conformity with requirements and standards of METRO. LASD shall also comply with all Federal, California and local laws and ordinances.

23. COMPLIANCE WITH LOBBYING POLICIES

A. LASD agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by METRO in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with METRO's Ethics Policy.

B. If LASD (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with METRO's Ethics Policy, such failure may be considered a material breach of this Agreement and METRO could have the potential right to immediately terminate or suspend this Agreement.

24. PUBLIC RECORDS ACT

A. All records, documents, drawings, plans, specifications and other material relating to conduct of METRO's business, including materials submitted by LASD in its proposal and during the course of performing the Services under this Agreement, shall become the exclusive property of METRO, except as prohibited by law or as otherwise provided herein, and may be deemed public records. Said materials may be subject to the provisions of the California Public Records Act. METRO's and LASD's use and disclosure of their records are governed by this Act.

B. The METRO Director of Records shall be notified within one (1) business day of the receipt of a request for disclosure of such materials, and the party receiving the request agrees not to disclose such records if so directed by the other party in compliance with applicable sections of the Public Records Act. In the event of litigation concerning the

disclosure of any material, the party objecting to disclose shall, at its sole expense and risk, be responsible for prosecuting or defending any action concerning the materials, and shall indemnify and hold the other party harmless from all costs and expenses, including attorneys' fees, in connection with such action.

25. WAIVER / INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

26. FORCE MAJEURE

Performance of each and all of LASD's and METRO's covenants herein shall be subject to such delays as may occur without LASD's or METRO's fault from acts of God, riots, or from other similar causes beyond LASD's or METRO's control.

27. GOVERNING LAW

The validity of this Agreement and or any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of California.

28. ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between METRO and LASD and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

29. MODIFICATIONS TO AGREEMENT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the METRO Board of Directors and the Los Angeles County Board of Supervisors, and in all instances require prior signature of an authorized representative of METRO and LASD.

30. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A - Scope of Work, (3) Attachment B and Attachment C. Any amendments shall take the order of precedence from the document it amends, with later amendments having precedence over earlier amendments.

31. CONFIDENTIALITY

LASD agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by LASD in the

performance of this Agreement, shall be considered and kept as the private, confidential and privileged records of METRO, except those prohibited by law or as otherwise provided in this Agreement, and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of METRO or as otherwise provided in this Agreement, including but not limited to Section 14 and Section 24. Further, upon expiration or termination of this Agreement for any reason, LASD agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, except those prohibited by law or as otherwise provided in this Agreement, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of METRO, as ordered by a Court, as required by law, or as otherwise authorized in this Agreement, including but not limited to Section 14 and Section 24.

32. LASD INTERACTION WITH THE MEDIA AND THE PUBLIC

A. METRO shall review and approve in writing all METRO-related copy proposed to be used by LASD for advertising or public relations purposes prior to publication. LASD shall not allow METRO-related copy to be published in its advertisements and public relations programs prior to receiving such approval. LASD shall ensure that all information published for advertising or public relations purposes is factual and that it does not in any way imply that METRO endorses LASD's firm, service and/or product.

B. LASD shall refer all inquiries from the news media to METRO and shall comply with the procedures of METRO Public Affairs staff regarding statements to the media relating to this Agreement or the Services except as otherwise authorized by Section 14 of this Agreement. METRO shall refer all inquiries regarding County of Los Angeles and Sheriff's Department policies and procedures to LASD.

C. The provisions of this Section shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

Date: _____

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By Tommy Williams for
Chief Executive Officer

Date: JUN 30 2009

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

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

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#50 JUN 30 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77032

ATTACHMENT A

TRANSIT COMMUNITY POLICING SERVICES
SCOPE OF WORK

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

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

A. METRO SECURITY VISION

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

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

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

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

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

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

specific transit expertise. The local agencies are in charge of policing within their jurisdictions and METRO's program must be a supplement to these local programs, not a replacement for the primacy of the local agency.

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

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

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

B.ORGANIZATION OF METRO'S SECURITY PROGRAM

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

B.1 METRO DEPUTY EXECUTIVE OFFICER, SYSTEM SAFETY & SECURITY AND CHIEF OF TRANSIT POLICE – ROLES AND RESPONSIBILITIES

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

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

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

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

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

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

The METRO DEO has command and control of METRO Security Department. The METRO DEO exercises this command through a Director of Security. The METRO DEO should consult the Commanding Officer of LASD (Chief of Transit Police) to ensure the efficient and effective deployment of METRO Security personnel.

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

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

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

B.3 CURRENT CONFIGURATION AND MAJOR UNIT RESPONSIBILITIES/ FUNCTIONS

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

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

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

C. PURPOSE OF THE TRANSIT COMMUNITY POLICING PROGRAM

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

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

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

Key METRO Transit Security Principles:

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

II. REQUIREMENTS APPLICABLE TO BOTH BUS AND RAIL OPERATIONS

A. Personnel

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Enforcement Function

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

C. Plainclothes Details and Special Team Functions

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

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

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

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

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

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

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

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

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

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

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

E. General Transit Community Policing and Security Tasks and Duties

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

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

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

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

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

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

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

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

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

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

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

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

F. Dispatch Operations and Communications

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

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

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

G. Cost Containment Program and Grants

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

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

H. Citation Administration

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

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

I. Crime Reporting and Analysis

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

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

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

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

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

J. Productivity Reports and Analyses

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

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

K. Municipal Operators

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

L. Reserve (Officer/Deputy) Program

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

M. Memoranda of Understanding with Other Police Jurisdictions

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

N. Cooperation with METRO's Independent Audits

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

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

III. SCOPE OF WORK REQUIREMENTS SPECIFICALLY FOR BUS OPERATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. Transit Community Policing - Directed Uniformed Patrol Operations

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

When in uniform, and available to handle a call for service, promptly respond to reports of criminal activity and calls for service from bus operators, METRO staff and the customers. When dedicated transit units are not readily available, the transit unit will notify local law

enforcement units and ask them to respond to the call for service to increase timeliness. It must be kept in mind that transit passengers and transit employees deserve the same level of protection as any other citizens. The citizens of Los Angeles County have a basic right to protection and security provided by the local police jurisdictions when they use public transportation. It is very important that LASD fully appreciate and support METRO's position on this issue. METRO expects LASD to be fully engaged in ensuring that the local police agencies respond in a timely manner and stabilize the incident while awaiting LASD arrival. METRO expects LASD to take a decisive leadership position in advocating the METRO position on this important public safety issue for transit riders.

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

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

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

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

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

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

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

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

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

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

Respond to or investigate METRO bus related traffic accidents.

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

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

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

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

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

C. Existing Police Resources and Special Teams

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

D. Training

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

IV. SCOPE OF WORK REQUIREMENTS SPECIFICALLY FOR RAIL OPERATIONS

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

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

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

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

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

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

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

B. Transit Community Policing – Directed Uniformed Patrol Operations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Existing Police Resources and Special Teams

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

V. ANNUAL TRANIST COMMUNITY POLICING PLAN

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

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

EXHIBIT 1

METRO'S SECURITY POLICY

The adopted Board Security Policy is as follows:

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

Security should be an integral element of METRO's overall operations. The systems approach to security provides METRO with a management tool to ensure that security functions are effectively integrated into system operations. METRO has recognized that cost efficiency and effectiveness in security remains a key objective in implementing a cohesive partnership with the LASD and developing a comprehensive security program.

Substantial investment in developing better intelligence on security activities and the use of technology must be explored. METRO seeks to efficiently maximize resources and control costs by evaluating services provided by local law enforcement agencies as well as public and private security services to improve the level of security, public order, crime prevention and peacekeeping on our system.

METRO promotes a proactive approach in deployment to enhance uniformed police presence in facilities and vehicles to demonstrate a strong commitment to a secure environment. METRO will be focusing on interactive security programs that include customer interface, community and outreach. It is recognized that security plays a key role in promoting confidence in METRO's services.

METRO Board of Directors is responsible for approving an agency-wide security policy. The Chief Executive Officer is responsible for ensuring that the policy is converted to an action plan and budget and implemented by staff.

Policy –

It is METRO's policy to provide the highest quality, cost effective, community-based security program possible through the deployment of a highly visible uniformed security presence that proactively and preventatively maintains order, protects customers, employees and properties, and meets the actual and perceived security needs of our transit system.

METRO's Deputy Executive Officer, System Safety & Security is responsible for, but not limited to, the following:

- managing contracted security services.
- ensuring adequate community based manpower deployment in collaboration with LASD.

- maintaining oversight of all programs that enhance the actual and perceived security needs of customers, employees, and properties in collaboration with LASD.
- gathering intelligence; coordinating accessible data collection in collaboration with LASD.
- coordinating and working in conjunction with local, state and federal law enforcement agencies.
- working with the FTA's transit security audit program and the DHS's Transportation Security Administration in collaboration with LASD.
- maintaining a proactive anti-terrorism program in collaboration with LASD.

Fare inspection on METRO buses will continue to be provided by our bus operators. Fare inspection on METRO light rail will continue to employ a proof-of-payment fare and even when a gating system is installed, supported by random inspection by METRO Security Officers (at such time as either a status is conferred, gates are installed or relevant P.C. 640 sections are decriminalized) and LASD's personnel and / or METRO Security Officers will perform fare inspection on all lines. A barrier system will be employed on METRO Rail Lines.

Within financial constraints METRO will invest capital resources in as much security technology, infrastructure and Crime Prevention through Environmental Design (CPTED) as is prudent to cost effectively improve actual and perceived security, limit liability, and reduce claims.

METRO seeks to deploy the maximum number of security personnel and Officers/Deputies possible per security dollar appropriated and expended.

METRO seeks to bring its security costs in line with peer transit agencies and is targeting security costs attributable to the Enterprise Fund at five percent (5%) of the total METRO operating cost, including security cost, in any year and starting in FY09. METRO shall seek to achieve this target through MOU negotiations, annual security budget management, and other efficiencies as may be identified.

METRO will develop a comprehensive set of performance standards to ensure compliance with this policy and efficient and effective use of our security forces.

METRO personnel may function as additional "eyes and ears" of the transit system, assist passengers with fare media, directions, schedules and coordinate facilities management issues. Disorderly conduct, graffiti, threats to public order and cleanliness issues will not be tolerated.

EXHIBIT 2

Fare Evasion Enforcement Plan

1.0 Background

The fare evasion issue is critical for both the security and the financial wellbeing of the LA Metro. Fare evasions are also an understandably critical component of security because they directly affect the funding necessary to recoup expenses. LA Metro uses a "proof of purchase" method in which a passenger is required to show a valid fare when asked by a fare inspector. Understandably, every bus passenger is inspected upon boarding but rail passengers are inspected randomly by LASD Deputies and Security Assistants. Consequently, the likelihood of detection while riding a train is substantially less than when riding a bus.

It is well established that the likelihood of a person avoiding paying a fare is directly related to the likelihood of their being asked for proof of purchase. Accordingly, the amount of perceived risk of being caught is believed to be the primary factor for those intentionally avoiding purchasing the required ticket or transit access pass (TAP).

Depending on the day of the week and the time of the day, fare evasions for LA Metro Rail have been reported as low as 1.3% and as high as 10%.[1] Using the "saturation rate" metric,2 it appears clear that when the saturation rate increases the fare evasion rate drops. It can be extrapolated, then, that the risk of being caught has a direct influence on the likelihood of violation.

Given that a zero fare evasion rate is virtually impossible to achieve, it would seem that the simplest solution would be to simply increase the saturation rate to a level commensurate with an acceptable fare evasion rate. Nevertheless, given the expense of increased enforcement, at some point the extra expenditures exceed the amount recovered. Consequently, alternatives must be identified to create an environment in which fare evasion is less likely to occur without having to annoy the overwhelming majority of honest passengers.

2.0 Overall Goal:

To reduce the fare evasion rate throughout the LA Metro rail system to <2% within 90 days while maximizing LASD visibility throughout our Transit System. As a means to reach this goal, a 10% saturation inspection rate will be set as an objective to reach this target.

In order to meet all security goals, as well as assisting LA Metro in their efforts to remain punctual, safe and efficient, the following command guidance is provided:

---

1 LA Metro Fare Evasion Assessment presentation to the Metro Board, October 25, 2007, prepared by Transportation Management & Design, Inc. measured fare evasion rates between 5% and 10%. A review of the entire LA Metro Rail system for an entire year and reported in Metro Transit Security, Final Report, December 23, 2008, prepared by hired consultant, Sid Heal, reported a range between 1.3% and 5.3%.

2 The saturation rate is computed by dividing the total number of persons asked to produce proof of purchase by the number of passengers boarded and expressing the result as a percentage.

Givens

- LASD has sole responsibility for fare enforcement
- The plan cannot impose additional funding requirements

Assumptions

- The Proof of Purchase (POP) will be in use
- The Transit Access Pass (TAP) methodology will need to be addressed and as it becomes more popular, the plan will need to be adjusted accordingly
- The perception of the risk of detection is the primary deterrent for fare evaders

Restraints

- No train or bus can be delayed
- The enforcement actions must not unduly annoy passengers

Constraints

- The plan must be indefinitely sustainable (not just a surge)
- The plan must be capable of rapidly adapting to changing circumstances and to exploit opportunities

Desires

- A visible uniform presence is highly desirable

While the focus of this plan is on reducing fare evasions, it must not neglect other security commitments, especially those which might endanger passengers, employees and members of the community.

3.0 Courses of Action

General—During the information gathering portion of this planning effort, both a literature review and the personal experience of the subject matter experts identified a number of potential strategies. Nearly all of them have been used in the past resulting in greater or lesser success. Even those noted to have succeeded, however, failed to provide a single solution indefinitely. Consequently, an holistic approach appears to offer the best sustainable strategy. In order to exploit opportunities and maximize adaptability, a centralized command and a decentralized control method of managing the effort was sought.

Specific—The following five courses of action were identified. Each course of action is distinctly different from the others and may be further adapted to meet changing circumstances when necessary. For clarity, each of the courses of action has been identified with a name that generally describes the approach.

COA#1—Saturation coupled with ubiquitous risk

- This course of action uses a combination of saturation patrol with ubiquitous risk. The belief is that a law breaker should never be completely comfortable in the company of a uniformed deputy for fear of detection and arrest.
- The saturation component will focus on times and places in which it is determined that fare evasions are more likely to occur. While it is expected that these will change as fare enforcement becomes more effective, initially these are as follows:

0600-0900	1100-1300	1600-1900
• 7th & Metro (Blue & Red) • Union Station • North Hollywood (both Red & Orange) • Sierra Madre Villa • Willow • Del Amo • Rail Operation Center • Norwalk • Grand • Harbor Freeway • Compton	• 7th & Metro (Blue & Red) • Union Station • Rail Operations Center • Grand	• 7th & Metro (Blue & Red) • Union Station • North Hollywood (both Red & Orange) • Sierra Madre Villa • Rail Operations Center • Norwalk

- In conjunction with routine fare enforcement operations, all available personnel will be assigned to focus on fare evasion at the given times and places as determined by the line lieutenant.
    - Extra personnel will be those uniformed deputies on-duty and not specifically assigned to fixed posts or other duties.
    - Besides an increased attention to fare evasion, this course of action is intended to heighten a uniformed presence for all security related activities.

COA#2—In-transit checks

- It was noted that passengers were far less agitated having fares checked in transit than when arriving or leaving a bus or train. To avoid the extra agitation while increase the risk of being caught without fare, this course of action is intended to maximize the number of fare evasion checks while passengers are actually moving. Furthermore, this method will provide greater time for scrutiny and investigations without delaying passengers.
- Personnel will come from designated uniform personnel and redirected according to need augmented by SPU as available
- This COA will augment COA #1 using most, if not all, the same number of personnel but moving with the train rather than focused on a specific location. Additionally, it is expected that this course of action may be effective by combining it with COA #1 and running them simultaneously.

COA#3—Diverse targeting (quality of life and fare evasions)

- As part of the information gathering and analysis portion of this planning that some people were more prone to fare evasion than others. Furthermore, these so-called "habitual defenders" committed other crimes, especially those related to "quality of life" issues. Consequently, this course of action focuses on those known individuals, places and times in which these unlawful behaviors are most likely to occur.

- While the focus of effort will remain on fare evasion, this course of action employs a dense uniform presence coupled with an undercover "spotting component" to direct uniform activities and preemptive actions.

- Personnel assigned to this course of action will come from designated uniform personnel and redirected according to need and opportunity by the on-site supervisor with the concurrence of the line lieutenant. Additionally, areas, times, and suspects will be specifically targeted by the Special Problems Unit (SPU), as available.
- While it is expected that targets will change as the enforcement becomes more effective, initially these are as follows:

1000-2000 Weekdays	1900-0100 Weekends
• Pershing Square • Westlake/Mac Arthur Park • Hollywood & Vine • Hollywood & Highland • Universal • North Hollywood	• Hollywood & Highland • Universal • 7th & Metro

1500-2300 Weekdays	Weekends
• Compton • 103rd • Del Amo • Crenshaw • Hawthorne • Rail Operations Center	• As needed

COA#4—Public information

- Because the increase in enforcement is expected to be more effective it is also expected to arouse the curiosity of passengers and bystanders. This course of action is two-pronged, in that it intends to inform and assure passengers and bystanders of the continuing security efforts, as well as providing a tacit warning to potential law breakers.
- In much the same way that local law enforcement agencies notify the public of drunk driving and driver's license checkpoints, the LASD, working in conjunction with LA Metro, will exploit any public forum to describe and explain issues related to fare enforcement, to include TAPS, bicycle rules, and other crime related and quality of life issues.
- Initially, personnel assigned to this course of action will be deputies assigned to fixed posts. As opportunity permits, deputies will pair up with LA Metro personnel using kiosks, tables, booths, etc. to provide brochures, information, posters, etc.

COA#5—Target identification

- Recognizing the value in specifically identifying a problem and having sole responsibility for resolving it, this course of action will identify specific targets that have resisted conventional enforcement efforts and assign them to Sheriff's Reserve Companies #60, #68 and #235. These Reserve companies are specifically assigned to assist LASD Transit Service Bureau.
- Using uniformed Sheriff's Reserves, an intense uniform presence will focus on times and places which are becoming conspicuous for unruly and unlawful behavior. A dual emphasis will be placed on maintaining a highly visible uniformed deterrence coupled with the identification of persons involved in unruly behavior through the use of FIR cards.

- This assignment will be planned, managed, supervised and reported entirely by Sheriff's Reserves under the overall direction of the Lt. John Baylis.

4.0 Logistics and support

Because of the restrictions on funding, logistical support is limited to what is on hand or what can be acquired without additional expenditures. While this is not expected to be a major obstacle, one notable shortcoming is the Transit Access Pass (TAP) readers. The current TAP readers are prone to frequent breakdowns. Moreover, there are not enough to equip deputies assigned to the fare evasion effort. While this is expected to change as a new TAP reader becomes available, they will not arrive in time or quantity during the implementation of this plan. That said, currently there are only about one in ten rail passengers using TAP cards.

Reporting—because of the difficulty in compiling, comparing and reporting data, the reporting periods for this plan will be contemporaneous with the Monthly Management Reports provided by the LASD. Notwithstanding, the following factors shall be part of the report

- The total number of passengers
- The total number of persons checked for fare
- The saturation rate expressed as a percentage3
- The total number of passengers warned and/or cited for fare evasion
- The fare evasion rate expressed as a percentage4

As subsequent reports become available over time, the following additional factors shall be reported:

- The amount of change for the saturation rate from the previous month
- The amount of change for the saturation rate from the inception of the plan
- The amount of change for the fare evasion rate from the previous month
- The amount of change for the fare evasion rate from the inception of the plan

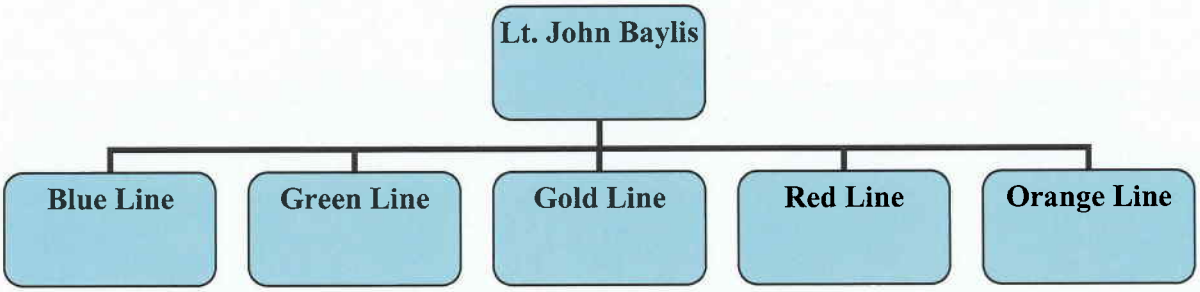
5.0 Command, control and communication

Command and Control—This enforcement effort shall use a centralized command and a decentralized control. The centralized command shall have overall authority to ensure that the fare enforcement operations do not impede other tactical operations or the safe and efficient movement of the trains and passengers. In addition, the centralized command shall have responsibility for collecting, comparing and reporting the data for the formal monthly reports. The decentralized control will empower the Line Lieutenants the ability to select an appropriate course of action, as well as modify it to fit the current situation. Line Lieutenants shall coordinate their efforts with each other as well as briefing higher headquarters. In keeping with pushing decision making to the lowest possible level, Line Sergeants shall be in charge of actual operations and shall be empowered to adapt a course of action to particular circumstances within the imposed constraints and restraints. Major deviations shall remain the responsibility of the Line Lieutenants.

---

3 The saturation rate is computed by dividing the total number of persons asked to produce proof of purchase by the number of passengers boarded and expressing the result as a percentage.

4 The fare evasion rate is computed by dividing the number of persons identified without acceptable proof of purchase by the total number of passengers boarded and expressing the result as a percentage.



Communications—In spite of the difficulty in providing reports more frequently than monthly, coordination and communication between LASD TSB and LA Metro is critical. This communication can be in formal meetings or briefings but also in the form of telephone calls and emails and not less than weekly. These communications should include such things as:

- The type and effectiveness of ongoing enforcement efforts
- Any obstacles or impediments impacting the effectiveness or efficiency of the enforcement options
- Any opportunities that have been identified and are being exploited
- Future plans

EXHIBIT 3

RECORDABLE DATA FOR PERFORMANCE INDICATORS FOR BUS OPERATIONS

LASD shall track and provide a monthly report to METRO on the following four categories (PSRs, Bus Boardings, Operator Contact, and Vandalism) for performance tracking purposes:

PSR Data Entry

LASD shall enter into database, analyze and direct (take appropriate action) the following:

1) number received
2) number acted on
3) resulting actions

Bus Boardings

Report bus boardings based on PSR, Calls for Service and other Reported incidents. Information will include the following:

1) Date/Time
2) Location/Cross Streets
3) Bus Line
4) Bus Run

Operator Contact

All operators in sector will be contacted once a month. Contacts will be geographically dispersed.

Operator Contact Report based on VOIT (Bus #, Time of Day, Line, Bus Run, Street & Closest Cross Street)

Vandalism

Report to cover Incidents reported, work in progress and number of arrests

ATTACHMENT B

SERVICE UNITS BY POSITION AND OTHER COSTS

	Number	Unit Cost	Annual Cost
56 Hour Two Deputy Units	54.43	659,663	35,908,161
56 Hour One Deputy Units	49	329,831	16,161,735
Non-Relieved Deputy Units	0	214,176	0
MET Deputy	2	222,813	445,627
Team Leaders	12	222,813	2,673,761
Team Leader - Motor Officer	1	231,828	231,828
Canine Deputy	6	222,813	1,336,881
Motor Units	22	222,715	4,899,737
Security Assistant	71	53,992	3,833,407
			65,491,136
Special Overtime Fund		300,000	
Workers'Compensation	6.369%	19,108	
Canine Support		39,012	
Subtotal		358,120	
Liability Insurance	3.000%	10,744	
Training Fund		40,000	
Total Supplemental Cost			408,864
Total Contract Cost			65,900,000

ATTACHMENT C

JAMS

THE RESOLUTION EXPERTS

Revised August 2002

JAMS COMPREHENSIVE ARBITRATION RULES & PROCEDURES

COMPREHENSIVE ARBITRATION RULES & PROCEDURES

Table of Contents

Rule 1.	Scope of Rules	2
Rule 2.	Party-Agreed Procedures	2
Rule 3.	Amendment of Rules	2
Rule 4.	Conflict with Law	2
Rule 5.	Commencing an Arbitration	2
Rule 6.	Administrative Conference	3
Rule 7.	Number of Arbitrators and Appointment of Chairperson	3
Rule 8.	Service	3
Rule 9.	Notice of Claims	3
Rule 10.	Changes of Claims	4
Rule 11.	Interpretation of Rules and Jurisdictional Challenges	4
Rule 12.	Representation	4
Rule 13.	Withdrawal from Arbitration	5
Rule 14.	*Ex Parte* Communications	5
Rule 15.	Arbitrator Selection and Replacement	5
Rule 16.	Preliminary Conference	6
Rule 17.	Exchange of Information	6
Rule 18.	Summary Disposition of a Claim or Issue	7
Rule 19.	Scheduling of Hearing	7
Rule 20.	Pre-Hearing Submissions	7
Rule 21.	Securing Witnesses and Documents for the Arbitration Hearing	7
Rule 22.	The Arbitration Hearing	7
Rule 23.	Waiver of Hearing	9
Rule 24.	The Award	9
Rule 25.	Enforcement of the Award	9
Rule 26.	Confidentiality and Privacy	10
Rule 27.	Waiver	10
Rule 28.	Settlement and Consent Award	10
Rule 29.	Sanctions	10
Rule 30.	Disqualification of the Arbitrator as a Witness or Party and Exclusion of Liability	10
Rule 31.	Fees	11
Rule 32.	Bracketed (or High-Low) Arbitration Option	11
Rule 33.	Final Offer (or Baseball) Arbitration Option	11
Rule 34.	Optional Arbitration Appeal Procedure	12

NOTICE: These Rules are the copyrighted property of JAMS. They cannot be copied, reprinted or used in any way without permission of JAMS, unless they are being used by the parties to an arbitration as the rules for that arbitration. If they are being used as the rules for an arbitration, proper attribution must be given to JAMS. If you wish to obtain permission to use our copyrighted materials, please contact JAMS at 949-224-1810.

Rule 1. Scope of Rules

(a) The JAMS Comprehensive Arbitration Rules and Procedures ("Rules") govern binding Arbitrations of disputes or claims that are administered by JAMS and in which the Parties agree to use these Rules or, in the absence of such agreement, any disputed claim or counterclaim that exceeds $250,000, not including interest or attorneys' fees, unless other Rules are prescribed.

(b) The Parties shall be deemed to have made these Rules a part of their Arbitration agreement whenever they have provided for Arbitration by JAMS under its Comprehensive Rules or for Arbitration by JAMS without specifying any particular JAMS Rules and the disputes or claims meet the criteria of the first paragraph of this Rule.

(c) The term "Party" as used in these Rules includes Parties to the Arbitration and their counsel or representative.

Rule 2. Party-Agreed Procedures

The Parties may agree on any procedures not specified herein or in lieu of these Rules that are consistent with the applicable law and JAMS policies (including, without limitation, Rules 30 and 31). The Parties shall promptly notify the JAMS Case Manager of any such Party-agreed procedures and shall confirm such procedures in writing. The Party-agreed procedures shall be enforceable as if contained in these Rules.

Rule 3. Amendment of Rules

JAMS may amend these Rules without notice. The Rules in effect on the date of the commencement of an Arbitration (as defined in Rule 5) shall apply to that Arbitration, unless the Parties have specified another version of the Rules.

Rule 4. Conflict with Law

If any of these Rules, or a modification of these Rules agreed on by the Parties, is determined to be in conflict with a provision of applicable law, the provision of law will govern, and no other Rule will be affected.

Rule 5. Commencing an Arbitration

(a) The Arbitration is deemed commenced when JAMS confirms in a Commencement Letter one of the following:

(i) The submission to JAMS of a post-dispute Arbitration agreement fully executed by all Parties and that specifies JAMS administration or use of any JAMS Rules; or

(ii) The submission to JAMS of a pre-dispute written contractual provision requiring the Parties to arbitrate the dispute or claim and which specifies JAMS administration or use of any JAMS Rules or which the Parties agree shall be administered by JAMS; or

(iii) The oral agreement of all Parties to participate in an Arbitration administered by JAMS or conducted pursuant to any JAMS Rules, confirmed in writing by the Parties; or

(iv) A court order compelling Arbitration at JAMS.

(b) The Commencement Letter shall confirm that one of the above requirements for commencement has been met and that JAMS has received any payment required under the applicable fee schedule. The date of commencement of the Arbitration is the date of the Commencement Letter.

(c) If a Party who has signed a pre-dispute written contractual provision specifying these Rules or JAMS administration fails to agree to participate in the Arbitration process, JAMS shall confirm in writing that Party's failure to respond or participate and, pursuant to Rule 22, the Arbitrator shall schedule, and provide appropriate notice of a Hearing or other opportunity for the Party demanding the Arbitration to demonstrate its entitlement to relief.

(d) The definition of "commencement" in these Rules is not intended to be applicable to any legal requirement, such as the statute of

limitations or a contractual limitations period, unless actually so specified by that requirement.

Rule 6. Administrative Conference

(a) The Case Manager may conduct an Administrative Conference with the Parties by telephone. The Administrative Conference may occur within seven (7) calendar days after the date of commencement of the Arbitration. Unless the Parties agree otherwise, if the Administrative Conference does not take place within the time specified above, the Case Manager shall proceed with the Arbitrator selection process pursuant to Rule 15 as if the Administrative Conference had, in fact, been held.

(b) The Case Manager shall answer any questions regarding these Rules and may discuss procedural matters such as the pleading or notice of claim sequence, Arbitrator selection, the Preliminary Conference process and the expectations of the Parties as to the length of the Arbitration Hearing. The Parties may agree to a date for the Hearing subject to Arbitrator availability. In the absence of agreement, the Hearing date shall be set by the Arbitrator pursuant to Rule 19(a).

(c) At the request of a Party and in the absence of Party agreement, JAMS may make a determination regarding the location of the Hearing, subject to Arbitrator review. In determining the location of the Hearing such factors as the subject matter of the dispute, the convenience of the Parties and witnesses and the relative resources of the Parties shall be considered.

(d) The Case Manager may convene, or the Parties may request, additional Administrative Conferences.

Rule 7. Number of Arbitrators and Appointment of Chairperson

(a) The Arbitration shall be conducted by one neutral Arbitrator unless all Parties agree otherwise. In these Rules, the term "Arbitrator" shall mean, as the context requires, the Arbitrator or the panel of Arbitrators in a tripartite Arbitration.

(b) In cases involving more than one Arbitrator the Parties shall agree on, or in the absence of agreement the Case Manager shall designate, the Chairperson of the Arbitration Panel. If the Parties and the Arbitrator agree, the Chairperson may, acting alone, decide discovery and procedural matters.

Rule 8. Service

(a) Service under these Rules is effected by providing one copy of the document with original signatures to each Party and two copies in the case of a sole Arbitrator and four copies in the case of a tripartite panel to the Case Manager. Service may be made by hand-delivery, overnight delivery service or U.S. mail. Service by any of these means is considered effective upon the date of deposit of the document. Service by facsimile transmission is considered effective upon transmission, but only if followed within one week of delivery by service of an appropriate number of copies and originals by one of the other service methods.

(b) In computing any period of time prescribed or allowed by these Rules for a Party to do some act within a prescribed period after the service of a notice or other paper on the Party and the notice or paper is served on the Party only by U.S. Mail, three (3) calendar days shall be added to the prescribed period.

Rule 9. Notice of Claims

(a) If a matter has been submitted for Arbitration after litigation has been commenced in court regarding the same claim or dispute, the pleadings in the court case, including the complaint and answer (with affirmative defenses and counterclaims), may be filed with JAMS within fourteen (14) calendar days of the date of commencement, and if so filed, will be considered part of the record of the Arbitration. It will be assumed that the existence of such pleadings constitutes appropriate notice to the Parties of such claims, remedies sought, counterclaims and affirmative defenses. If necessary, such notice may be supplemented pursuant to Rule 9(b).

(b) If a matter has been submitted to JAMS prior to or in lieu of the filing of a case in court or prior to the filing of an answer, the Parties shall give each other notice of their respective claims, remedies sought, counterclaims and

affirmative defenses (including jurisdictional challenges). Such notice may be served upon the other Parties and filed with JAMS, in the form of a demand for Arbitration, response or answer to demand for Arbitration, counterclaim or answer or response to counterclaim. Any pleading shall include a short statement of its factual basis.

(c) Notice of claims, remedies sought, counterclaims and affirmative defenses may be served simultaneously, in which case they should be filed with JAMS within fourteen (14) calendar days of the date of commencement of the Arbitration, or by such other date as the Parties may agree. The responding Parties may, however, in their sole discretion, wait to receive the notice of claim before serving any response, including counterclaims or affirmative defenses. In this case, the response, including counterclaims and affirmative defenses, should be served on the other Parties and filed with JAMS within fourteen (14) calendar days of service of the notice of claim. If the notice of claim has been served on the responding Parties prior to the date of commencement, the response, including counterclaims and affirmative defenses, shall be served within fourteen (14) calendar days from the date of commencement.

(d) Any Party that is a recipient of a counterclaim may reply to such counterclaim, including asserting jurisdictional challenges. In such case, the reply must be served on the other Parties and filed with JAMS within fourteen (14) calendar days of having received the notice of counterclaim. No claim, remedy, counterclaim or affirmative defense will be considered by the Arbitrator in the absence of prior notice to the other Parties, unless all Parties agree that such consideration is appropriate notwithstanding the lack of prior notice.

Rule 10. Changes of Claims

After the filing of a claim and before the Arbitrator is appointed, any Party may make a new or different claim. Such claim shall be made in writing, filed with JAMS and served on the other Parties. Any response to the new claim shall be made within fourteen (14) calendar days after service of such claim. After the Arbitrator is appointed, no new or different claim may be submitted except with the Arbitrator's approval. A Party may request a Hearing on this issue. Each Party has the right to respond to any new claim in accordance with Rule 9(c).

Rule 11. Interpretation of Rules and Jurisdictional Challenges

(a) Once appointed, the Arbitrator shall resolve disputes about the interpretation and applicability of these Rules and conduct of the Arbitration Hearing. The resolution of the issue by the Arbitrator shall be final.

(b) Whenever in these Rules a matter is to be determined by "JAMS" (such as in Rules 6(c), 11(d), 15(c), (g) or (i), 24(i) or 31(e)), such determination shall be made in accordance with JAMS' administrative procedures.

(c) Jurisdictional and arbitrability disputes, including disputes over the existence, validity, interpretation or scope of the agreement under which Arbitration is sought, and who are proper Parties to the Arbitration, shall be submitted to and ruled on by the Arbitrator. The Arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter.

(d) Disputes concerning the appointment of the Arbitrator and the venue of the Arbitration, if that determination is relevant to the selection of the Arbitrator, shall be resolved by JAMS.

(e) The Arbitrator may upon a showing of good cause or sua sponte, when necessary to facilitate the Arbitration, extend any deadlines established in these Rules, provided that the time for rendering the Award may only be altered in accordance with Rules 22(i) or 24.

Rule 12. Representation

The Parties may be represented by counsel or any other person of the Party's choice. Each Party shall give prompt written notice to the Case Manager and the other Parties of the name, address and telephone and fax numbers of its representative. The representative of a Party may act on the Party's behalf in complying with these Rules.

Rule 13. Withdrawal from Arbitration

(a) No Party may terminate or withdraw from an Arbitration after the issuance of the Commencement Letter (see Rule 5) except by written agreement of all Parties to the Arbitration.

(b) A Party that asserts a claim or counterclaim may unilaterally withdraw that claim or counterclaim without prejudice by serving written notice on the other Parties and on the Arbitrator. However, the opposing Parties may, within fourteen (14) calendar days of service of notice of the withdrawal of the claim or counterclaim, request that the Arbitrator order that the withdrawal be with prejudice.

Rule 14. *Ex Parte* Communications

No Party may have any *ex parte* communication with a neutral Arbitrator regarding any issue related to the Arbitration. Any necessary ex parte communication with JAMS, whether before, during or after the Arbitration Hearing, shall be conducted through the Case Manager. The Parties may agree to permit *ex parte* communication between a Party and a non-neutral Arbitrator.

Rule 15. Arbitrator Selection and Replacement

(a) Unless the Arbitrator has been previously selected by agreement of the Parties, the Case Manager at the Administrative Conference may attempt to facilitate agreement among the Parties regarding selection of the Arbitrator.

(b) If the Parties do not agree on an Arbitrator, the Case Manager shall send the Parties a list of at least five (5) Arbitrator candidates in the case of a sole Arbitrator and ten (10) Arbitrator candidates in the case of a tripartite panel. The Case Manager shall also provide each Party with a brief description of the background and experience of each Arbitrator candidate.

(c) Within seven (7) calendar days of service by the Parties of the list of names, each Party may strike two (2) names in the case of a sole Arbitrator and three (3) names in the case of a tripartite panel, and shall rank the remaining Arbitrator candidates in order of preference. The remaining Arbitrator candidate with the highest composite ranking shall be appointed the Arbitrator.

(d) If this process does not yield an Arbitrator or a complete panel, JAMS shall designate the sole Arbitrator or as many members of the tripartite panel as are necessary to complete the panel.

(e) If a Party fails to respond to the list of Arbitrator candidates within seven (7) calendar days of service by the Parties of the list, the Case Manager shall deem that Party to have accepted all of the Arbitrator candidates.

(f) Entities whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of the Arbitrator selection process. JAMS shall determine whether the interests between entities are adverse for purposes of Arbitrator selection, considering such factors as whether the entities are represented by the same attorney and whether the entities are presenting joint or separate positions at the Arbitration.

(g) If, for any reason, the Arbitrator who is selected is unable to fulfill the Arbitrator's duties, a successor Arbitrator shall be chosen in accordance with this Rule. If a member of a panel of Arbitrators becomes unable to fulfill his or her duties after the beginning of a Hearing but before the issuance of an Award, a new Arbitrator will be chosen in accordance with this Rule unless, in the case of a tripartite panel, the Parties agree to proceed with the remaining two Arbitrators. JAMS will make the final determination as to whether an Arbitrator is unable to fulfill his or her duties, and that decision shall be final.

(h) Any disclosures regarding the selected Arbitrator shall be made as required by law or within ten (10) calendar days from the date of appointment. The obligation of the Arbitrator to make all required disclosures continues throughout the Arbitration process.

(i) At any time during the Arbitration process, a Party may challenge the continued service of an Arbitrator for cause. The challenge must be based upon information that was not available to the Parties at the time the Arbitrator was selected. A challenge for cause must be in writing and exchanged with opposing Parties who may respond within seven (7) days of service of the challenge. JAMS shall make the final determination on such challenge. Such determination shall take into account the

materiality of the facts and any prejudice to the parties. That decision will be final.

Rule 16. Preliminary Conference

At the request of any Party or at the direction of the Arbitrator, a Preliminary Conference shall be conducted with the Parties or their counsel or representatives. The Preliminary Conference may address any or all of the following subjects:

(a) The exchange of information in accordance with Rule 17 or otherwise;

(b) The schedule for discovery as permitted by the Rules, as agreed by the Parties or as required or authorized by applicable law;

(c) The pleadings of the Parties and any agreement to clarify or narrow the issues or structure the Arbitration Hearing;

(d) The scheduling of the Hearing and any prehearing exchanges of information, exhibits, motions or briefs;

(e) The attendance of witnesses as contemplated by Rule 21;

(f) The scheduling of any dispositive motion pursuant to Rule 18;

(g) The premarking of exhibits; preparation of joint exhibit lists and the resolution of the admissibility of exhibits;

(h) The form of the Award; and

(i) Such other matters as may be suggested by the Parties or the Arbitrator.

The Preliminary Conference may be conducted telephonically and may be resumed from time to time as warranted.

Rule 17. Exchange of Information

(a) The Parties shall cooperate in good faith in the voluntary, prompt and informal exchange of all non-privileged documents and other information relevant to the dispute or claim immediately after commencement of the Arbitration.

(b) The Parties shall complete an initial exchange of all relevant, non-privileged documents, including, without limitation, copies of all documents in their possession or control on which they rely in support of their positions, names of individuals whom they may call as witnesses at the Arbitration Hearing, and names of all experts who may be called to testify at the Arbitration Hearing, together with each expert's report that may be introduced at the Arbitration Hearing, within twenty-one (21) calendar days after all pleadings or notice of claims have been received. The Arbitrator may modify these obligations at the Preliminary Conference.

(c) Each Party may take one deposition of an opposing Party or of one individual under the control of the opposing Party. The Parties shall attempt to agree on the time, location and duration of the deposition, and if the Parties do not agree these issues shall be determined by the Arbitrator. The necessity of additional depositions shall be determined by the Arbitrator based upon the reasonable need for the requested information, the availability of other discovery options and the burdensomeness of the request on the opposing Parties and the witness.

(d) As they become aware of new documents or information, including experts who may be called upon to testify, all Parties continue to be obligated to provide relevant, non-privileged documents, to supplement their identification of witnesses and experts and to honor any informal agreements or understandings between the Parties regarding documents or information to be exchanged. Documents that have not been previously exchanged, or witnesses and experts not previously identified, may not be considered by the Arbitrator at the Hearing, unless agreed by the Parties or upon a showing of good cause.

(e) The Parties shall promptly notify the Case Manager when an unresolved dispute exists regarding discovery issues. The Case Manager shall arrange a conference with the Arbitrator, either by telephone or in person, and the Arbitrator shall decide the dispute. With the written consent of all Parties, and in accordance with an agreed written procedure, the Arbitrator may appoint a special master to assist in resolving a discovery dispute.

Rule 18. Summary Disposition of a Claim or Issue

(a) The Arbitrator shall decide a Motion for Summary Disposition of a particular claim or issue, either by agreement of all interested Parties or at the request of one Party, provided other interested Parties have reasonable notice to respond to the request.

(b) The Case Manager shall facilitate the Parties' agreement on a briefing schedule and record for the Motion. If no agreement is reached, the Arbitrator shall set the briefing and Hearing schedule and contents of the record.

Rule 19. Scheduling of Hearing

(a) The Arbitrator, after consulting with the Parties that have appeared, shall determine the date and time of the Hearing. The Arbitrator and the Parties shall attempt to schedule consecutive Hearing days if more than one day is necessary.

(b) If a Party has failed to answer a claim and the Arbitrator reasonably believes that the Party will not participate in the Hearing, the Arbitrator may set the Hearing without consulting with that Party. The non-participating Party shall be served with a Notice of Hearing at least thirty (30) calendar days prior to the scheduled date unless the law of the relevant jurisdiction allows for shorter notice.

Rule 20. Pre-Hearing Submissions

(a) Subject to any schedule adopted in the Preliminary Conference (Rule 16), at least fourteen (14) calendar days before the Arbitration Hearing, the Parties shall exchange a list of the witnesses they intend to call, including any experts, a short description of the anticipated testimony of each such witness, an estimate of the length of the witness's direct testimony, and a list of exhibits. In addition, at least fourteen (14) calendar days before the Arbitration Hearing, the Parties shall identify all exhibits intended to be used at the Hearing and exchange copies of such exhibits to the extent that any such exhibit has not been previously exchanged. The Parties should premark exhibits and shall attempt themselves to resolve any disputes regarding the admissibility of exhibits prior to the Hearing. The list of witnesses, with the description and estimate of the length of their testimony and the copies of all exhibits that the Parties intend to use at the Hearing, in pre-marked form, should also be provided to JAMS for transmission to the Arbitrator, whether or not the Parties have stipulated to the admissibility of all such exhibits.

(b) The Arbitrator may require that each Party submit concise written statements of position, including summaries of the facts and evidence a Party intends to present, discussion of the applicable law and the basis for the requested Award or denial of relief sought. The statements, which may be in the form of a letter, shall be filed with JAMS and served upon the other Parties, at least seven (7) calendar days before the Hearing date. Rebuttal statements or other pre-Hearing written submissions may be permitted or required at the discretion of the Arbitrator.

Rule 21. Securing Witnesses and Documents for the Arbitration Hearing

At the written request of another Party, all other Parties shall produce for the Arbitration Hearing all specified witnesses in their employ or under their control without need of subpoena. The Arbitrator may issue subpoenas for the attendance of witnesses or the production of documents. In the event a Party or a subpoenaed person objects to the production of a witness or other evidence, the Party may file an objection with the Arbitrator, who will promptly rule on the objection, weighing both the burden on the producing Party and the need of the proponent for the witness or other evidence.

Rule 22. The Arbitration Hearing

(a) The Arbitrator will ordinarily conduct the Arbitration Hearing in the manner set forth in these Rules. The Arbitrator may vary these procedures if it is determined reasonable and appropriate to do so.

(b) The Arbitrator shall determine the order of proof, which will generally be similar to that of a court trial.

(c) The Arbitrator shall require witnesses to testify under oath if requested by any Party, or otherwise in the discretion of the Arbitrator.

(d) Strict conformity to the rules of evidence is not required, except that the Arbitrator shall apply applicable law relating to privileges and work product. The Arbitrator shall consider evidence that he or she finds relevant and material to the dispute, giving the evidence such weight as is appropriate. The Arbitrator may be guided in that determination by principles contained in the Federal Rules of Evidence or any other applicable rules of evidence. The Arbitrator may limit testimony to exclude evidence that would be immaterial or unduly repetitive, provided that all Parties are afforded the opportunity to present material and relevant evidence.

(e) The Arbitrator shall receive and consider relevant deposition testimony recorded by transcript or videotape, provided that the other Parties have had the opportunity to attend and cross-examine. The Arbitrator may in his or her discretion consider witness affidavits or other recorded testimony even if the other Parties have not had the opportunity to cross-examine, but will give that evidence only such weight as the Arbitrator deems appropriate.

(f) The Parties will not offer as evidence, and the Arbitrator shall neither admit into the record nor consider, prior settlement offers by the Parties or statements or recommendations made by a mediator or other person in connection with efforts to resolve the dispute being arbitrated, except to the extent that applicable law permits the admission of such evidence.

(g) The Hearing or any portion thereof may be conducted telephonically with the agreement of the Parties or in the discretion of the Arbitrator.

(h) When the Arbitrator determines that all relevant and material evidence and arguments have been presented, the Arbitrator shall declare the Hearing closed. The Arbitrator may defer the closing of the Hearing until a date agreed upon by the Arbitrator and the Parties, to permit the Parties to submit post-Hearing briefs, which may be in the form of a letter, and/or to make closing arguments. If post-Hearing briefs are to be submitted, or closing arguments are to be made, the Hearing shall be deemed closed upon receipt by the Arbitrator of such briefs or at the conclusion of such closing arguments.

(i) At any time before the Award is rendered, the Arbitrator may, on his or her own initiative or on application of a Party for good cause shown, re-open the Hearing. If the Hearing is re-opened and the re-opening prevents the rendering of the Award within the time limits specified by these Rules, the time limits will be extended for an appropriate period of time.

(j) The Arbitrator may proceed with the Hearing in the absence of a Party who executed an Arbitration agreement, or who is otherwise bound to arbitrate, and who after receiving notice of the Hearing pursuant to Rule 19, fails to attend. The Arbitrator may not render an Award solely on the basis of the default or absence of the Party, but shall require any Party seeking relief to submit such evidence as the Arbitrator may require for the rendering of an Award. If the Arbitrator reasonably believes that a Party will not attend the Hearing, the Arbitrator may schedule the Hearing as a telephonic Hearing and may receive the evidence necessary to render an Award by affidavit. The notice of Hearing shall specify if it will be in person or telephonic.

(k) (i) Any Party may arrange for a stenographic or other record be made of the Hearing and shall inform the other Parties in advance of the Hearing. The requesting Party shall bear the cost of such stenographic record. If all other Parties agree to share the cost of the stenographic record, it shall be made available to the Arbitrator and may be used in the proceeding.

(ii) If there is no agreement to share the cost of the stenographic record, it may be provided to the Arbitrator and may not be used in the proceeding unless the Party arranging for the stenographic record either agrees to provide access to the stenographic record at no charge or on terms that are acceptable to the Parties and the reporting service.

(iii) If the Parties agree to an Optional Arbitration Appeal Procedure (see Rule 34), they shall ensure that a stenographic or other record is made of the Hearing and shall share the cost of that record.

(iv) The Parties may agree that the cost of the stenographic record shall or shall not be allocated by the Arbitrator in the Award.

Rule 23. Waiver of Hearing

The Parties may agree to waive the oral Hearing and submit the dispute to the Arbitrator for an Award based on written submissions and other evidence as the Parties may agree.

Rule 24. The Award

(a) Absent good cause for an extension, and except as provided in Rule 22(i), the Arbitrator shall render the Award within thirty (30) calendar days after the date of the closing of the Hearing (as defined in Rule 22(h)) or, if a Hearing has been waived, within thirty (30) calendar days after the receipt by the Arbitrator of all materials specified by the Parties. The Arbitrator shall provide the Award to the Case Manager for issuance in accordance with this rule.

(b) Where a panel of Arbitrators has heard the dispute, the decision and Award of a majority of the panel shall constitute the Arbitration Award and shall be binding on the Parties.

(c) Unless the Parties specify a different standard, in determining the Award the Arbitrator shall be guided by principles of law and equity as applied to the facts found at the Arbitration Hearing. The Arbitrator may grant any remedy or relief that is just and equitable and within the scope of the Parties' agreement, including but not limited to specific performance of a contract.

(d) In addition to the final Award, the Arbitrator may make other decisions, including interim or partial rulings, orders and Awards.

(e) Interim Measures. The Arbitrator may take whatever interim measures are deemed necessary, including injunctive relief and measures for the protection or conservation of property and disposition of disposable goods. Such interim measures may take the form of an interim Award, and the Arbitrator may require security for the costs of such measures. Any recourse by a Party to a court for interim or provisional relief shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

(f) In any Award, order or ruling, the Arbitrator may also assess Arbitration fees, Arbitrator compensation and expenses if provided by agreement of the Parties, allowed by applicable law or pursuant to Rule 31(c), in favor of any Party.

(g) The Award will consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless all Parties agree otherwise, the Award shall also contain a concise written statement of the reasons for the Award.

(h) After the Award has been rendered, and provided the Parties have complied with Rule 31, the Award shall be issued by serving copies on the Parties. Service may be made by U.S. Mail. It need not be sent certified or registered.

(i) Within seven (7) calendar days after issuance of the Award, any Party may serve upon the other Parties and on JAMS a request that the Arbitrator correct any computational, typographical or other error in an Award, or the Arbitrator may sua sponte propose to correct such errors in an Award. A Party opposing such correction shall have seven (7) calendar days in which to file any objection. The Arbitrator may make any necessary and appropriate correction to the Award within fourteen (14) calendar days of receiving a request or seven (7) calendar days after the Arbitrator's proposal to do so. The corrected Award shall be served upon the Parties in the same manner as the Award.

(j) The Award is considered final, for purposes of either an Optional Arbitration Appeal Procedure pursuant to Rule 34 or a judicial proceeding to enforce, modify or vacate the Award pursuant to Rule 25, fourteen (14) calendar days after service is deemed effective if no request for a correction is made, or as of the effective date of service of a corrected Award.

Rule 25. Enforcement of the Award

Proceedings to enforce, confirm, modify or vacate an Award will be controlled by and conducted in conformity with the Federal Arbitration Act, 9 U.S.C. Sec 1 et seq. or applicable state law.

Rule 26. Confidentiality and Privacy

(a) The Case Manager and the Arbitrator shall maintain the confidential nature of the Arbitration proceeding and the Award, including the Hearing, except as necessary in connection with a judicial challenge to or enforcement of an Award, or unless otherwise required by law or judicial decision.

(b) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

(c) Subject to the discretion of the Arbitrator or agreement of the Parties, any person having a direct interest in the Arbitration may attend the Arbitration Hearing. The Arbitrator may exclude any non-Party from any part of a Hearing.

Rule 27. Waiver

(a) If a Party becomes aware of a violation of or failure to comply with these Rules and fails promptly to object in writing, the objection will be deemed waived, unless the Arbitrator determines that waiver will cause substantial injustice or hardship.

(b) If any Party becomes aware of information that could be the basis of a challenge for cause to the continued service of the Arbitrator, such challenge must be made promptly, in writing, to the Arbitrator or JAMS. Failure to do so shall constitute a waiver of any objection to continued service by the Arbitrator.

Rule 28. Settlement and Consent Award

(a) The Parties may agree, at any stage of the Arbitration process, to submit the case to JAMS for mediation. The JAMS mediator assigned to the case may not be the Arbitrator or a member of the Appeal Panel, unless the Parties so agree pursuant to Rule 28(b).

(b) The Parties may agree to seek the assistance of the Arbitrator in reaching settlement. By their written agreement to submit the matter to the Arbitrator for settlement assistance, the Parties will be deemed to have agreed that the assistance of the Arbitrator in such settlement efforts will not disqualify the Arbitrator from continuing to serve as Arbitrator if settlement is not reached; nor shall such assistance be argued to a reviewing court as the basis for vacating or modifying an Award.

(c) If, at any stage of the Arbitration process, all Parties agree upon a settlement of the issues in dispute and request the Arbitrator to embody the agreement in a Consent Award, the Arbitrator shall comply with such request unless the Arbitrator believes the terms of the agreement are illegal or undermine the integrity of the Arbitration process. If the Arbitrator is concerned about the possible consequences of the proposed Consent Award, he or she shall inform the Parties of that concern and may request additional specific information from the Parties regarding the proposed Consent Award. The Arbitrator may refuse to enter the proposed Consent Award and may withdraw from the case.

Rule 29. Sanctions

The Arbitrator may order appropriate sanctions for failure of a Party to comply with its obligations under any of these Rules. These sanctions may include, but are not limited to, assessment of costs, exclusion of certain evidence, or in extreme cases ruling on an issue submitted to Arbitration adversely to the Party who has failed to comply.

Rule 30. Disqualification of the Arbitrator as a Witness or Party and Exclusion of Liability

(a) The Parties may not call the Arbitrator, the Case Manager or any other JAMS employee or agent as a witness or as an expert in any pending or subsequent litigation or other proceeding involving the Parties and relating to the dispute that is the subject of the Arbitration. The Arbitrator, Case Manager and other JAMS employees and agents are also incompetent to testify as witnesses or experts in any such proceeding.

(b) The Parties shall defend and/or pay the cost (including any attorneys' fees) of defending the Arbitrator, Case Manager and/or JAMS from any subpoenas from outside Parties arising from the Arbitration.

(c) The Parties agree that neither the Arbitrator, Case Manager nor JAMS is a necessary Party in any litigation or other proceeding relating to the Arbitration or the subject matter

of the Arbitration, and neither the Arbitrator, Case Manager nor JAMS, including its employees or agents, shall be liable to any Party for any act or omission in connection with any Arbitration conducted under these Rules, including but not limited to a recusal by the Arbitrator.

Rule 31. Fees

(a) Each Party shall pay its pro-rata share of JAMS fees and expenses as set forth in the JAMS fee schedule in effect at the time of the commencement of the Arbitration, unless the Parties agree on a different allocation of fees and expenses. To the extent possible, the allocation of such fees and expenses shall not be disclosed to the Arbitrator. JAMS agreement to render services is jointly with the Party and the attorney or other representative of the Party in the Arbitration.

(b) JAMS requires that the Parties deposit the fees and expenses for the Arbitration prior to the Hearing and may preclude a Party that has failed to deposit its pro-rata or agreed-upon share of the fees and expenses from offering evidence of any affirmative claim at the Hearing. JAMS may waive the deposit requirement upon a showing of good cause.

(c) The Parties are jointly and severally liable for the payment of the fees and expenses of JAMS. The Arbitrator may in the Award assess such fees and expenses or any part thereof against any Party. In the event that one Party has not appeared and the other Party has paid the full amount of the fees, upon request the Arbitrator shall Award the defaulting Party's share of the fee obligation against it and in favor of the Party that has paid. In addition, the Arbitrator may Award against any Party any costs or fees that the Party owes with respect to the Arbitration.

(d) JAMS may defer issuance of an Arbitration Award rendered by the Arbitrator if any and/or all outstanding invoices are not paid. If JAMS declines to issue an Arbitration Award in accordance with this Rule, it shall not be issued to any Party.

(e) Entities whose interests are not adverse with respect to the issues in dispute shall be treated as a single Party for purposes of JAMS' assessment of fees. JAMS shall determine whether the interests between entities are adverse for purpose of fees, considering such factors as whether the entities are represented by the same attorney and whether the entities are presenting joint or separate positions at the Arbitration.

Rule 32. Bracketed (or High-Low) Arbitration Option

(a) At any time before the issuance of the Arbitration Award, the Parties may agree, in writing, on minimum and maximum amounts of damages that may be awarded on each claim or on all claims in the aggregate. The Parties shall promptly notify the Case Manager, and provide to the Case Manager a copy of their written agreement setting forth the agreed-upon maximum and minimum amounts.

(b) The Case Manager shall not inform the Arbitrator of the agreement to proceed with this option or of the agreed-upon minimum and maximum levels without the consent of the Parties.

(c) The Arbitrator shall render the Award in accordance with Rule 24.

(d) In the event that the Award of the Arbitrator is in between the agreed-upon minimum and maximum amounts, the Award shall become final as is. In the event that the Award is below the agreed-upon minimum amount, the final Award issued shall be corrected to reflect the agreed-upon minimum amount. In the event that the Award is above the agreed-upon maximum amount, the final Award issued shall be corrected to reflect the agreed-upon maximum amount.

Rule 33. Final Offer (or Baseball) Arbitration Option

(a) Upon agreement of the Parties to use the option set forth in this Rule, at least seven (7) calendar days before the Arbitration Hearing, the Parties shall exchange and provide to the Case Manager written proposals for the amount of money damages they would offer or demand, as applicable, and that they believe to be appropriate based on the standard set forth in Rule 24 (c). The Case Manager shall promptly provide a copy of the Parties' proposals to the Arbitrator, unless the Parties agree

that they should not be provided to the Arbitrator. At any time prior to the close of the Arbitration Hearing, the Parties may exchange revised written proposals or demands, which shall supersede all prior proposals. The revised written proposals shall be provided to the Case Manager who shall promptly provide them to the Arbitrator, unless the Parties agree otherwise.

(b) If the Arbitrator has been informed of the written proposals, in rendering the Award the Arbitrator shall choose between the Parties' last proposals, selecting the proposal that the Arbitrator finds most reasonable and appropriate in light of the standard set forth in Rule 24(c). This provision modifies rule 24(g) in that no written statement of reasons shall accompany the Award.

(c) If the Arbitrator has not been informed of the written proposals, the Arbitrator shall render the Award as if pursuant to Rule 24, except that the Award shall thereafter be corrected to conform to the closest of the last proposals, and the closest of the last proposals will become the Award.

(d) Other than as provided herein, the provisions of Rule 24 shall be applicable.

Rule 34. Optional Arbitration Appeal Procedure

At any time before the Award becomes final pursuant to Rule 24, the Parties may agree to the JAMS Optional Arbitration Appeal Procedure. All Parties must agree in writing for such procedure to be effective. Once a Party has agreed to the Optional Arbitration Appeal Procedure, it cannot unilaterally withdraw from it, unless it withdraws, pursuant to Rule 13, from the Arbitration.