

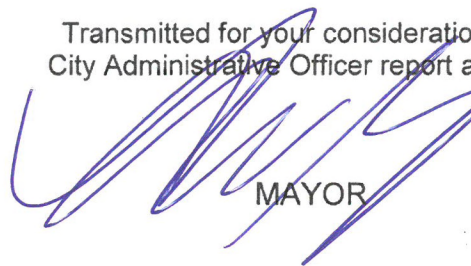
0220-05356-0000

**TRANSMITTAL**

TO The Council	DATE <b>APR 14 2017</b>	COUNCIL FILE NO. 16-0358
FROM The Mayor	COUNCIL DISTRICT All	

**Proposed Contract with the Los Angeles County Metropolitan Transportation Authority  
For Delivery of Law Enforcement Services, Reserve Fund Appropriation,  
and Authorization of 66 Positions by Resolution**

Transmitted for your consideration. See  
City Administrative Officer report attached.

  
MAYOR

**Ana Guerrero**

RHL:TJM:04170091

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

Date: April 14, 2017

CAO File No. 0220-05356-0000

Council File No. 16-0358

Council District: All

To: The Mayor

From: Richard H. Llewellyn, Jr.,  Interim City Administrative Officer

Reference: Board of Police Commissioners transmittal dated March 21, 2017; referred for report March 27, 2017.

Subject: **REQUEST FOR AUTHORITY TO CONTRACT, APPROPRIATE FUNDS, AND ADD POSITION AUTHORITY RELATIVE TO PROVIDING TRANSIT LAW ENFORCEMENT SERVICES TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

---

### RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Chief of Police, or designee, to negotiate and execute a five-year Agreement between the City of Los Angeles and the Los Angeles County Metropolitan Transportation Authority (LACMTA), in a substantially similar form to the proposed Agreement provided in Attachment B, to provide contractual law enforcement services for the policing of LACMTA infrastructure, bus and rail lines, and ridership within the City boundaries for a total compensation amount of \$369,330,499, subject to the review and approval of the City Attorney as to form;
2. Transfer \$5,219,323 from the Reserve Fund to the Unappropriated Balance and appropriate therefrom to the Los Angeles Police Department, Fund 100/70, for 2016-17 expenses as follows:

<b>Fund/Dept.</b>	<b>Account No.</b>	<b>Account Name</b>	<b>Amount</b>
100/70	001010	Salaries General	\$193,294
100/70	001012	Salaries Sworn	1,583,120
100/70	001090	Overtime General	274,446
100/70	001092	Overtime Sworn	2,944,263
100/70	003040	Contractual Services	186,600
100/70	006010	Office and Administrative	12,600
100/70	007300	Furniture Office and Tech. Equipment	25,000
		<b>Total</b>	<b>\$5,219,323</b>

3. Authorize by resolution 66 positions in the Los Angeles Police Department through June 30, 2017 as follows:

<b>Position Title</b>	<b>Class Code</b>	<b>No. of Positions</b>
Police Lieutenant I	2232-1	5
Police Sergeant I	2227-1	24
Police Detective I	2223-1	1
Police Officer I	2214-1	19
Senior Management Analyst I	9171-1	1
Management Analyst	9184	2
Crime and Intelligence Analyst I	2236-1	1
Executive Administrative Assistant II	1117-2	1
Secretary	1116	1
Senior Administrative Clerk	1368	2
Administrative Clerk	1358	4
Senior Equipment Mechanic	3712	1
Equipment Mechanic	3711	3
Garage Attendant	3531	1
<b>Total</b>		<b>66</b>

4. Authorize the Los Angeles Police Department to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

**SUMMARY**

On May 3, 2016, the Council authorized the Los Angeles Police Department (LAPD) to submit a proposal to the Los Angeles County Metropolitan Transportation Authority (LACMTA) to provide contractual law enforcement services for critical transit infrastructure and bus/rail lines within the City of Los Angeles (C.F. 16-0358). This proposal was submitted in response to a Request for Proposals for transit law enforcement services issued by the LACMTA on February 5, 2016. On February 23, 2017, the LACMTA Board of Directors approved a five-year contract with the LAPD as part of a multi-agency law enforcement services contract with a total compensation amount to the City of Los Angeles of \$369.33 million commencing on July 1, 2017.

<b>Five-Year Contractual Compensation</b>						
<i>Dollars in millions</i>						
	<b>2018-19</b>	<b>2017-18</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>Total</b>
<b>Amount to be Reimbursed by LACMTA</b>	\$69.50	\$70.10	\$73.65	\$76.53	\$79.55	<b>\$369.33</b>

LACMTA will also contract with the Los Angeles County Sheriff (LACS) and the Long Beach Police Department (LBPD) to provide services to their respective transit systems outside of the City boundaries.

Limited Notice to Proceed

On March 1, 2017, LACMTA issued a Limited Notice to Proceed (LNTP) to the Chief of Police which authorized the LAPD to mobilize forces and equipment necessary to fulfill its contractual requirements starting July 1, 2017. LAPD is acting on the LNTP by establishing a Transit Services Bureau (TSB) which will oversee delivery of services to LACMTA with 69 full-time sworn (52) and civilian (17) staff, enrolling officers in a mandatory four-hour LACMTA transit system training, building out information technology infrastructure for the Watch Commander office and other necessary technical and communications infrastructure, and, commencing April 10, 2017, deploying officers on the Metro Blue Line trains in partnership with LACMTA Security, the LACS, and the LBPB. Additional details on the strategies to be employed by the LAPD to deliver services to LACMTA are identified in the March 15, 2017 departmental report to the Board of Police Commissioners (Attachment A).

Fiscal Year 2016-17 Expenditures and Revenue

The LNTP authorizes the expenditure of up to \$10.27 million in FY 2016-17 for service delivery. The Department has projected that it will incur expenses totaling \$8.13 million for the balance of 2016-17.

<b>FY 2016-17 LAPD Transit Services Bureau Estimated Expenditures</b>			
<b>Account</b>	<b>Amount</b>	<b>Related Costs</b>	<b>Total</b>
Salaries General	\$193,294	\$126,279	\$319,572
Salaries Sworn	1,583,120	2,372,306	3,955,426
Overtime General	274,446	34,740	309,486
Overtime Sworn	2,944,263	372,692	3,316,955
Contractual Services	186,600	-	186,600
Office and Administrative	12,600	-	12,600
Furniture, Office, and Tech. Equipment	25,000	-	25,000
<b>Total</b>	<b>\$5,219,323</b>	<b>\$2,906,016</b>	<b>\$8,125,340</b>

Our Office recommends a Reserve Fund appropriation of \$5.22 million for the Department to front-fund these expenses. It should be noted that LACMTA has agreed to expedite payment of City invoices for the LNTP period and the Department is making every effort to prepare its invoices as quickly as possible in order to process at least two months of reimbursements that can be recognized in the current Fiscal Year (\$4.06 million). Reimbursements will normally take 90 days, including 60 days to prepare invoices and 30 days for LACMTA review and remittance. LACMTA will pay the costs for the LNTP period (March 1, 2017 through June 30, 2017) from currently budgeted funds (\$369.33 million); if expenses in future years meet or exceed budgeted funds, the costs of the LNTP will exceed the currently approved contract amount. However, the contract stipulates that LACMTA will amend the contract in the future to offset the cost of the LNTP as necessary (Attachment B - Contract Exhibit A - Section 9.0). Funding and revenue for 2017-18 and the out-years of the contract will be considered through the annual budget process.

### Authorization of 66 New Positions

LACMTA has approved 69 full-time positions to oversee and support delivery of contractual services in the first year of the contract, 96 in the second year, and 101 in years three through five (Attachment A - Page 4). The Office of the City Administrative Officer approved substitute authorities on March 24, 2017 to allow the Department to backfill three of these positions (one Deputy Chief, one Police Commander, and one Police Captain III) which were needed to oversee the newly established TSB. In order to allow the Department to move forward with filling other critical positions in the TSB and backfill as necessary to avoid negative impacts on regular Department operations, it is recommended that 66 additional positions be authorized by resolution through June 30, 2017. It should be noted that the Personnel Department must still conduct a review of the relevant class specifications to determine that the position duties are appropriate to the requested positions and the Employee Relations Division of the Office of the City Administrative Officer will review requested paygrades for the positions and issue determinations as those reviews are completed. The review of out-year position authorities will be addressed as part of the annual budget process.

### Patrol and Overtime Considerations

LACMTA will fully fund 52 full-time sworn officers in 2017-18; an additional 22 in 2018-19; and an additional five in the remaining three years of the contract (79 in total) to perform administrative and field duties, including supervision of officers performing duties on overtime. These positions will increase the total LAPD sworn headcount above the 10,000 officer level. While many of these positions will be filled by existing employees, the Department will be able to backfill these transfers and thereby have the means to mitigate what might otherwise result in a negative impact to patrol deployments. Relative to the officers serving on overtime, these officers would not otherwise be working so there is no direct impact on patrol from their serving on overtime.

The Department has also included patrol impacts in its analysis of the contract requirements and determined that both the full-time and overtime officers deployed for LACMTA will positively impact its field forces by increasing the visibility of law enforcement within the transit system and thereby a significant portion of the City. Having the LAPD responsible for policing both the transit system and the City may also improve service levels in both jurisdictions due to increased continuity of policies, procedures, and the officers being deployed working for a single police department.

To equitably assign overtime and address the potential for fatigue and burnout by officers working on an overtime basis, the Department will rely on a database that assigns overtime through a lottery system, while also accounting for total hours an officer has worked and the total hours the officer has been off since prior deployment. The Department currently uses this system to allocate other available overtime shifts and reports that it has performed well to date. Additionally, the Department surveyed its officers and determined there will be a sufficient level of officers available on an overtime basis to comply with the City's contractual obligations to LACMTA as well as non-LACMTA related overtime.

Liability and Indemnification

Liability and indemnification were key issues during contract negotiations with LACMTA. After extended discussions, LACMTA agreed to a mutual form of indemnity whereby each party agrees to assume its own liability pursuant to California Government Code Section 895.2. The City will self-insure all insurance requirements of the contract and will provide evidence of insurance compliance through the City's self-insured program letter.

**FISCAL IMPACT STATEMENT**

Approval of the recommendations within this report will allow for the expenditure of \$5,219,323 in direct costs and \$2,906,016 in related costs for a total impact to the General Fund of \$8,125,340 through June 30, 2017. Reimbursements from the Los Angeles County Metropolitan Transportation Authority (LACMTA) are anticipated to offset \$4,062,670 of this expense in 2016-17, thereby reducing the impact to the General Fund to \$4,062,670. It is anticipated that the General Fund will be fully reimbursed for all 2016-17 expenditures by early 2017-18. Funding and authorization of position authorities for the remaining out-years of the Agreement will be addressed as part of the annual budget process. These actions are in compliance with the City's Financial Policies in that General Fund receipts are sufficient to support the services provided and are fully offset by reimbursements from the LACMTA.

*RHL:TJM:04170091*

Attachments

LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

MATTHEW M. JOHNSON  
PRESIDENT

STEVE SOBOROFF  
VICE PRESIDENT

SANDRA FIGUEROA-VILLA  
SHANE MURPHY GOLDSMITH  
CYNTHIA McCLAIN-HILL

MARIA SILVA  
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI  
Mayor

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

March 21, 2017

BPC #17-0091

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, California 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: CONTRACT AGREEMENT BETWEEN THE LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE  
LOS ANGELES POLICE DEPARTMENT (LAPD)

At the regular meeting of the Board of Police Commissioners held Tuesday, March 21, 2017, the Board RECEIVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

MARIA SILVA  
Commission Executive Assistant II

Attachment

c: Chief of Police  
ASB

Honorable Board of Police Commissioners

Page 2

3.1

detail. The overtime detail **will not impact** current deployment or the basic level of police services provided to the City.

**FISCAL IMPACT STATEMENT**

The total cost of the contract of \$369,330,499.00 will be reimbursed by the LACMTA within the five-year term of the contract. In addition to the contract amount, the mobilization/transitional cost of the contract is also reimbursable from LACMTA for a total amount of \$10,266,099.00.

Should you require further information, please contact Commander Anne Clark, Assistant to the Commanding Officer, Transit Services Bureau, at (213) 486-8411.

Respectfully,



CHARLIE BECK  
Chief of Police

Attachments

BOARD OF  
POLICE COMMISSIONERS  
Approved *March 21, 2017*  
Secretary *Maria Silva*

INTRADEPARTMENTAL CORRESPONDENCE

BPC #17-0091

28

RECEIVED

MAR 16 2017

POLICE COMMISSIONERS

March 15, 2017  
3.1

REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

*[Signature]* 3/16/17  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR DATE

SUBJECT: CONTRACT AGREEMENT BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE LOS ANGELES POLICE DEPARTMENT (LAPD)

RECOMMENDED ACTIONS

1. That the Board REVIEW and APPROVE the Department's report and TRANSMIT to the Mayor and City Council for approval the attached Contract Agreement No. PS5862100LAPD24750 for the LAPD to provide contractual law enforcement services for the policing of the LACMTA's infrastructure, assets, and ridership within the geographic boundaries of the City of Los Angeles; and,
2. That the Board AUTHORIZE the Controller to APPROPRIATE \$10,266,099.00 to the LAPD's Fiscal Year 2016/2017 budget for transitional and mobilization cost effective March 1, 2017, through June 30, 2017. The monies will be reimbursed by the LACMTA as agreed upon once the contract is executed.
3. That the Board AUTHORIZE the Controller to APPROPRIATE \$70,098,519.00 to the LAPD's Fiscal Year 2017/2018 budget to implement the contract. The monies will be reimbursed by the LACMTA as agreed upon once the contract is executed.
4. That the Board REQUEST Council Resolution (CR) Authorities to staff the 101 full-time fixed post assignment as required for the implementation of the contract. The Department will request the CRs to be continued in subsequent fiscal years for the duration of the contract via the budgetary process.

DISCUSSION

On February 23, 2017, the LACMTA approved a contract for the LAPD to provide contractual law enforcement services to support bus and rail service within the City of Los Angeles. The LAPD's deployment strategies include both full-time staff positions and an overtime staffing

Los Angeles County Metropolitan Transportation Authority (LACMTA)  
Los Angeles Police Department (LAPD)  
Contract No. PS5862100LAPD24750

**Introduction**

On February 16, 2016, the Los Angeles Metropolitan Transportation Authority (LACMTA) released a Request for Proposal (RFP) for local law enforcement agencies to provide contractual police services for the policing of Metro's infrastructure, assets, and ridership within each respective agencies' jurisdictions. The LAPD responded to LACMTA's Request for Proposal No. PS24750 to provide contract policing services based on LACMTA's proposed regional model. The LAPD proposed to police the major components of LACMTA's transportation system that lie within the geographic boundaries of the City of Los Angeles. On February 23, 2017, the LACMTA Board voted to enter a multi-agency law enforcement services contract with the LAPD, the Los Angeles County Sheriff's Department, and the Long Beach Police Department.

**Operations**

In providing police services to LACMTA's transportation services within the City of Los Angeles, the Department proposes to create the Transit Services Bureau (TSB). Transit Services Bureau will direct report to the Office of Operations. The purpose of including TSB in the Office of Operations chain of command is to ensure better integration of the LACMTA policing needs into the LAPD patrol strategies. The new bureau will be commanded by a police executive at the rank of Deputy Chief, and the Assistant Commanding Officer position will be staffed by a police executive at the rank of Police Commander. Managing the daily operations will be a Police Captain III.

Full time staff and command officers will oversee the administrative, investigative and patrol operations of the TSB, as well as interface with the LACMTA Executive Board, the LACMTA leadership, and LACMTA's Executive Officer of Systems Security and Law Enforcement. These officers will serve as LACMTA's police services partners and act as their liaison to the LAPD.

**Deployment Strategy**

The Transit Services Bureau's deployment strategies and policing services will be provided by full time police officers dedicated to patrolling LACMTA's system and supplemented by police officers working on an overtime basis. The deployment strategy **does not impact** current deployment or the basic level of police services provided to the City. Utilizing personnel on overtime is a force multiplier that will allow for officers, who would normally be on a regular day off and at home, to be on duty and patrolling within the City.

Full-time, LACMTA-dedicated lieutenants and sergeants will staff the command structure and supervision of the Transit Services Bureau. Lieutenant watch commanders and sergeant assistant watch commanders will be **full-time** from the inception of the contract. The full-time field supervision will be phased in over the first two years of the contract.

**Bus Service Concept of Operations**

The LAPD's concept of operations for policing LACMTA's bus service within the City of Los Angeles encompasses basic police service, uniformed patrol, traffic/grade enforcement, bus transit center security presence, and plain clothes enforcement. All emergency and non-emergency bus-related calls for service will be dispatched to patrol officers assigned to the geographic patrol divisions and traffic divisions, this is the current model for providing police and investigative services to LACMTA's bus ridership.

Los Angeles County Metropolitan Transportation Authority (LACMTA)  
Los Angeles Police Department (LAPD)  
Contract No. PS5862100LAPD24750

**Rail Service Concept of Operations**

The mission of these uniformed patrols will be to enforce LACMTA's Code of Conduct, serve as a deterrent to criminal behavior and serve as a point of contact for LACMTA's ridership employees. By utilizing the rail lines to travel between stations, LAPD officers will increase their visibility to the riding public throughout the rail line, as opposed to solely staffing fixed posts at transfer locations.

**Critical Infrastructure Concept of Operations**

The LAPD proposes a concept of operations for protecting LACMTA's two critical infrastructure locations located within the City of Los Angeles: Union Station and 7th and Metro. Both are transit hubs serving as major transfer points for the LACMTA's transportation system. As such, both accommodate large numbers of commuters daily, and are potential targets for a mass casualty attack. The LAPD will deploy Metropolitan Division officers on overtime with the requisite training and experience to properly perform this mission. Officers assigned to Metropolitan Division are highly trained in weapons proficiency, tactics, marksmanship, and response to Multi-Assault Counter Terrorism Action Capabilities (MACTAC).

**Other Special Operations**

**Senior Lead Officers**

Senior Lead Officers (SLO's) will be full time employees that serve as a point of contact for the local community. SLO's will act as a key liaison between the Transit Services Bureau and our geographic areas. They will act as a key component for building ridership relationships and setting forth a strong foundation with our LACMTA partners.

**Homeless Outreach Proactive Engagement (HOPE) Team**

Understanding that the basis of the LACMTA's problem with Non-Transit Persons on the transit systems is social as opposed to criminal, the LAPD will take a more progressive approach to mitigating the issue. Rather than rely on increased enforcement, the LAPD will apply its HOPE strategy to reducing the number of Non-Transit Persons on LACMTA's system by connecting those individuals with social services. This detail will be staffed on overtime.

**Special Problem Unit**

The Special Problem Unit (SPU) will consist of one supervisor and four full-time officers. The LAPD will increase deployment to four full time SPU teams over the course of the proposed contract. The SPU's will be utilized for enforcement on both bus and rail service and will be an efficient and effective enforcement unit capable of both plain clothes and uniformed deployment.

Los Angeles County Metropolitan Transportation Authority (LACMTA)  
 Los Angeles Police Department (LAPD)  
 Contract No. PS5862100LAPD24750

**Contract Budget**

The total amount of the five-year contract is \$369,330,499. The LAPD will invoice LACMTA in accordance with the verbiage in the contract.

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Line Item Total
<b>Details</b>	\$54,391,570	\$62,347,475	\$66,236,915	\$68,836,445	\$71,568,835	\$323,381,240
<b>Supplemental</b>	\$3,593,790	\$3,737,542	\$3,887,043	\$4,042,525	\$4,204,226	\$19,465,126
<b>Bomb K-9 Call Out</b>	\$15,874	\$16,508	\$17,169	\$17,856	\$18,570	\$85,977
<b>Other Costs</b>	\$12,097,286	\$3,393,781	\$3,511,796	\$3,634,184	\$3,761,109	\$26,398,156
<b>ANNUAL TOTAL</b>	<b>\$70,098,520</b>	<b>\$69,495,306</b>	<b>\$73,652,923</b>	<b>\$76,531,010</b>	<b>\$79,552,740</b>	<b>\$369,330,499</b>

**Details** is the total overtime cost for the deployment of both the bus and rail details

**Supplemental** is the total overtime cost for the deployment of the HOPE detail and motor officers

**Bomb K-9 Call Out** is the total estimated overtime cost of two Bomb K-9 call outs per week. This will be billed based on actual costs.

**Other Cost is:**

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5
Communications	186,600				
Field Equipment	133,394				
Info Technology	1,132,380				
Training	2,846,080				
Reserved Overtime	2,000,000	\$2,080,000	\$2,163,200	\$2,249,728	\$2,339,717
PSR Overtime	1,126,711	\$1,160,513	\$1,195,328	\$1,231,188	\$1,268,123
Vehicles	4,672,121	\$153,269	\$153,269	\$153,269	\$153,269
<b>TOTAL</b>	<b>12,097,286</b>	<b>\$3,393,782</b>	<b>\$3,511,797</b>	<b>\$3,634,185</b>	<b>\$3,761,109</b>

**Transition Budget**

The LACMTA has provided the LAPD a Limited Notice to Proceed (LNTP) letter. The LNTP allows the LAPD to invoice and provide mobilization/transitional services prior to the execution of Contract No. PS5862100LAPD24750. The term of the LNTP is March 1, 2017, through June 30, 2017, with a not-to-exceed amount of \$10,266,099. All services performed and money spent under this LNTP will be reimbursed by LACMTA. Example of work to be performed under this LNTP:

- Fill full time positions for the newly developed Transit Services Bureau
- Purchase Communications, IT, and Technical Equipment
- Start providing mandated training
- Purchase law enforcement equipment
- Purchase vehicles
- Mobilization of Bus Riding Detail (during transitional period)

Los Angeles County Metropolitan Transportation Authority (LACMTA)  
 Los Angeles Police Department (LAPD)  
 Contract No. PS5862100LAPD24750

**Personnel**

The Department is requesting new Council Resolution (CR) Authorities to staff the full time fixed post assignments. These full-time positions will be utilized as outlined in the LACMTA contract. The Department will request the CRs to be continued in subsequent fiscal years for the duration of the contract. The full-time contingent of the TSB will be phased in within the term of the contract as follows:

<b>Classification</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total Budget</b>
Police Deputy Chief	1					1
Police Commander	1					1
Police Captain III	1					1
Police Lieutenant II	2	1				3
Police Lieutenant I	3					3
Police Sergeant II	6					6
Police Sergeant I	18	12	1			31
Police Detective III		1				1
Police Detective II	1					1
Police Detective I		2				2
Police Officer III+1 (Senior Lead Officer)	4	1				5
Police Officer III	3	3	1			7
Police Officer II	12	6	3			21
Senior Management Analyst II	1					1
Management Analyst II	2					2
Crime and Intelligence Analyst II	1					1
Executive Administrative Assistant II	1					1
Secretary	1	1				2
Senior Administrative Clerks	2					2
Administrative Clerks	4					4
Senior Equipment Mechanic	1					1
Equipment Mechanic	3					3
Garage Attendant	1					1
	52	26	5	0	0	83
	17	1	0	0	0	18
<b>TOTAL</b>	<b>69</b>	<b>27</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>101</b>

# DEPUTY CHIEF

**Robert Green**

Adjutant

Ex Ad Asst II

LT-II Ronald Dickerson

(1) EAA-II



# COMMANDER

**Anne Clark**

Adjutant

Secretary

Sgt-I Bridget Pickett

(1) SECY



# Transit Services Bureau

(Full build-out including selected/loaned personnel)

# CAPTAIN-III

**Brian Pratt**

Adjutant

Secretary

(1) MA-II

(1) SECY



Contract Compliance  
SRMA-II Myrlin Rebuldela

## Support Section

**OIC**  
(1) LT-II

**Detectives**

(1) D3; (1) D2; (2) D1

**SLO**

SGT-II Tiffany Ayers;  
(5) P3+1

**Citywide SPU**

**SPU**

(1) SGT-I; (1) P3; (3) P2

**SPU**

(1) SGT-I; (1) P3; (3) P2

**SPU**

(1) SGT-I; (1) P3; (3) P2

**SPU**

(1) SGT-I; (1) P3; (3) P2

**Bomb K9**

(1) SGT-2+3; (4) P3+3

**Other**

(1) Sr. Equip. Mech (MTD)

(3) Equip. Mech (MTD)

(1) Garage Attend. (MTD)

(1) MA-II (FOD)

## Administrative Section

**OIC**

LT-II Alfonso Mendoza

**Complaint**

(1) SGT-I

**Training**

SGT-II Humberto Najera;  
(2) P3

**SICK / IOD / SUBP**

P3 Jenny Escalante

**Crime Analysis**

(1) CIAN-II

**OT Coordination**

(1) SGT-I; (4) Admin Clerk

**Records**

(1) Sr. Admin Clerk

**Timekeeper**

(1) Sr. Admin Clerk

## W2 (0500-1400)

**WC/AWC**

LT-I Melody Hainline  
SGT-II Kenneth Edwards

**Field Supervisors**

(8) D2-SGT II

**Red Line / Purple**

(8) P2-D1

**Blue Line**

(4) P2-D1

**Green Line**

(2) P2-D1

**Gold Line**

(4) P2-D1

**Expo Line**

(6) P2-D1

**Orange Line** (2) Motor Officers

**Silver Line** (2) Motor Officers

**Hope Detail**

(2) P2

**Bus Riding Detail**

(10) P2-D1

**Metro Division**

**Critical Infrastructure**

Union Station

(1) SGT-II; (4) P3 Staffing

7<sup>th</sup>/Metro

(1) SGT-II; (4) P3 Staffing

**Kit Room Officer/ACC**

(3) P-2

## W4 (1300-2200)

**WC/AWC**

LT-I Leonard Perez  
SGT-II Christian Urbina

**Field Supervisors**

(8) D2-SGT II

**Red Line / Purple**

(8) P2-D1

**Blue Line**

(4) P2-D1

**Green Line**

(2) P2-D1

**Gold Line**

(4) P2-D1

**Expo Line**

(6) P2-D1

**Orange Line** (2) Motor Officers

**Silver Line** (2) Motor Officers

**Hope Detail**

(2) P2

**Bus Riding Detail**

(10) P2-D1

**Metro Division**

**Critical Infrastructure**

Union Station

(1) SGT-II; (4) P3 Staffing

7<sup>th</sup>/Metro

(1) SGT-II; (4) P3 Staffing

**Kit Room Officer/ACC**

(3) P-2

## W3 (2100-0600)

**WC/AWC**

(1) LT-I  
SGT-II Pablo Monterrosa

**Field Supervisors**

(9) SGT-I

**Red Line / Purple**

(4) P2-D1

**Blue Line**

(2) P2-D1

**Green Line**

(2) P2-D1

**Gold Line**

(2) P2-D1

**Expo Line**

(2) P2-D1

**Bus Riding Detail**

(10) P2-D1

**Metro Division**

**Critical Infrastructure**

Union Station

(1) SGT-II; (2) P3 Staffing

7<sup>th</sup>/Metro

(1) SGT-II; (2) P3 Staffing

**Kit Room Officer/ACC**

(3) P-2

FULL TIME

OVERTIME

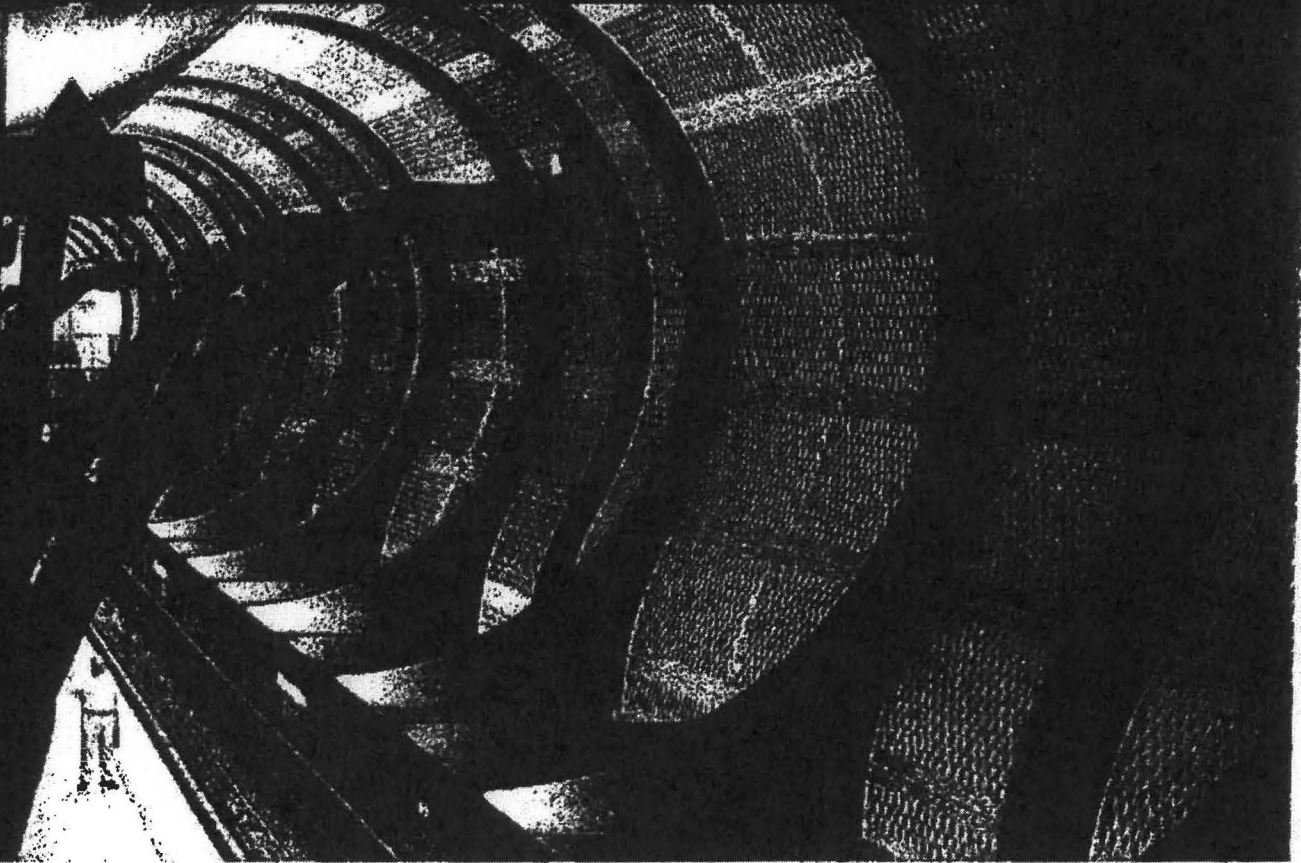
Updated as of 3/9/17

Los Angeles County  
Metropolitan Transportation Authority

Transit Law Enforcement Services

CONTRACT No.  
PS5862100LAPD24750

ISSUED: 03.01.17



**Metro**

**This page is intentionally blank**

## TABLE OF CONTENTS

FIRM FIXED UNIT RATE CONTRACT .....	1
ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE .....	2
ARTICLE II: DEFINITIONS .....	3
ARTICLE III: WORK TO BE PERFORMED .....	3
ARTICLE IV: COMPENSATION .....	3
ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE .....	4
ARTICLE VI: LIMITATION OF FUNDS .....	4
ARTICLE VII: ENTIRE AGREEMENT .....	5
EXHIBIT A – STATEMENT OF WORK .....	6
EXHIBIT B – MEMORANDUM OF COSTS .....	13
EXHIBIT C – LAPD’S COST PROPOSAL .....	17
EXHIBIT D – INSURANCE REQUIREMENTS .....	18
 REGULATORY REQUIREMENTS .....	 20
RR-01 ADMINISTRATIVE CODE .....	20
RR-02 DISCRIMINATION .....	21
RR-03 WHISTLEBLOWER REQUIREMENTS .....	22
RR-04 CONFIDENTIALITY AND PUBLIC RECORDS ACT .....	22
RR-05 ACCESS TO RECORDS .....	23
 <b>SPECIAL PROVISIONS (SERVICES) .....</b>	 <b>24</b>
SP-01 ORGANIZATIONAL CONFLICTS OF INTEREST .....	24
SP-02 NOTICES AND SERVICE THEREOF .....	24
 <b>GENERAL CONDITIONS (SERVICES) .....</b>	 <b>26</b>
GC-01 GLOSSARY OF TERMS .....	26
GC-02 PRECEDENCE OF CONTRACT DOCUMENTS .....	29
GC-03 CONTRACT DOCUMENTS .....	29
GC-04 AUTHORITY OF THE CONTRACTING OFFICER .....	29
GC-05 LACMTA’S TECHNICAL REPRESENTATIVE (PROJECT MANAGER) .....	29
GC-06 INDEPENDENT CONTRACTOR .....	29
GC-07 ORGANIZATIONAL AND KEY PERSONNEL .....	30
GC-08 STANDARDS OF PERFORMANCE .....	30
GC-09 UNAUTHORIZED ACTIONS .....	31
GC-10 RIGHTS IN PROPERTY .....	31
GC-11 CHANGES .....	32
GC-12 NOTICE OF INTENT TO CLAIM AND CLAIMS .....	32
GC-13 RESOLUTION OF DISPUTES .....	32
GC-14 TERMINATION .....	33
GC-15 ASSIGNMENT .....	34
GC-16 THE CONTRACTOR’S INTERACTION WITH THE MEDIA AND THE PUBLIC .....	34
GC-17 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT .....	34
GC-18 SEVERABILITY .....	34
GC-19 GOVERNING LAW .....	35
GC-20 LIABILITY AND INDEMNIFICATION .....	35
GC-21 NO WAIVER .....	35
EXHIBIT E – CONTRACTOR PROVIDED PROPERTY .....	37
EXHIBIT F – LACMTA PROVIDED PROPERTY .....	38
EXHIBIT G – LIMITED NOTICE TO PROCEED .....	39
 COMPENSATION & PAYMENT PROVISIONS (FIRM FIXED PRICE) .....	 40
CP-01 BASIS OF COMPENSATION .....	41
CP-02 MONTHLY PAYMENTS .....	41

CP-03	DEDUCTIONS .....	42
CP-04	PAYMENT OF TAXES .....	42
CP-05	FINAL PAYMENT .....	43
CP-06	AUDIT REQUIREMENTS .....	45
EXHIBIT 1	- PAYMENT CERTIFICATION .....	48

\* All Articles, Subarticles, or portions of the Contract noted by an asterisk (\*) shall be included in (flow down to) all Subcontracts of any tier.

**This page is intentionally blank**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. PS5862100LAPD24750  
TRANSIT LAW ENFORCEMENT SERVICES  
FIRM FIXED UNIT RATE CONTRACT**

**BETWEEN**

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

**AND**

**CITY OF LOS ANGELES THROUGH LOS ANGELES POLICE DEPARTMENT**

March 1, 2017

---

**EFFECTIVE DATE**

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

**CONTRACT NO: PS5862100LAPD24750  
Between**

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY**

**and**

**CITY OF LOS ANGELES**

**TRANSIT LAW ENFORCEMENT SERVICES**

---

This Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), and City of Los Angeles, a municipal corporation acting by and through its Police Department ("LAPD" or "Contractor").

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

**ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE**

- A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
  - 1. Form of Contract
  - 2. Regulatory Requirements, (Pro Form 039, Dated 3/30/15)
  - 3. Special Provisions, (Pro Form 089, Dated 1/11/16)
  - 4. General Conditions, (Pro Form 038, Dated 1/11/16)
  - 5. Contractor Cost Proposal as of 2/23/17 (Exhibit C)
  - 6. Compensation and Payment Provisions, Firm Fixed Price, (Pro Form 040, Dated 8/23/13)
  - 7. Statement of Work (SOW. 24750) (Dated 03.09.17)
  - 8. Contractor's Technical Proposal

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

## **ARTICLE II: DEFINITIONS**

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

## **ARTICLE III: WORK TO BE PERFORMED**

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

## **ARTICLE IV: COMPENSATION**

### **A. Contract Price**

Except as may be otherwise expressly provided, LACMTA will pay Contractor up to but not greater than the negotiated Firm Fixed Unit Rate(s) set forth in the Memorandum of Cost Schedule (Exhibit B) as provided in this Article and in the Contract Document entitled Compensation and Payment Provisions. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, LACMTA will pay the Contractor the Not-to-Exceed Contract Price of \$369,330,499 (inclusive of transition costs) as stated in Exhibits C and G

### **A. Applications for Monthly Payments**

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

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
**Contract No. PS5862100LAPD24750**

### **C. Final Payment**

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

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

**ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE**

- A. The Effective Date of this 5-year Contract is March 1, 2017 (hereinafter "Commencement Date") and end on June 30, 2022 (hereinafter "Completion Date"), unless this Contract is terminated earlier or extended by LACMTA, in writing, as provided in the Contract.

Period of performance of this Contract shall be as follows:

Transition/mobilization period	-	March 1, 2017 through June 30, 2017
Performance Start Date	-	July 1, 2017 through June 30, 2022

**ARTICLE VI: LIMITATION OF FUNDS**

Funding for this Contract is based upon the availability of funds determined by LACMTA's fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, LACMTA may terminate this Agreement pursuant to GC-14.

**ARTICLE VII: ENTIRE AGREEMENT**

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

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

**LOS ANGELES COUNTY  
METROPOLITAN  
TRANSPORTATION AUTHORITY**

PHILLIP A. WASHINGTON  
CHIEF EXECUTIVE OFFICER

BY: *Cassius Coppola*

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

BY: \_\_\_\_\_  
(PRINT OR TYPE NAME)

3.15.17

DATE  
APPROVED AS TO FORM  
HANSON BRIDGETT, LLP  
LEGAL COUNSEL

TITLE

\_\_\_\_\_  
DATE

BY: *Steven Miller*  
STEVEN D. MILLER, Partner

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
DANIEL KREINBRING  
Deputy City Attorney

Date: \_\_\_\_\_

**EXHIBIT A – STATEMENT OF WORK**  
As of March 9, 2017

**Background**

LACMTA was established in 1992 and is the region's principal agency for Multi-modal transit operations. LACMTA seeks law enforcement services to support its day-to-day operations across its entire service area. **See Attachment No. 1.** LACMTA averages more than 1.4 million trips on its bus and rail systems daily.

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

- Decrease response times to emergency, priority and routine calls for service
- Increase law enforcement and security visibility across the transit system
- Deter crime - to include vandalism and graffiti
- Reduce vulnerability to terrorism
- Enforce LACMTA's Code of Conduct
- Reduce fare evasion

LACMTA will not provide compensation for basic services like 911 response, criminal investigations, accident investigations and major incident response. LACMTA will, however, provide compensation for enhanced visibility staffing in order to reduce LACMTA's vulnerability to crime and terrorism.

LACMTA operates transit service from eleven (11) geographically distinct bus divisions and four (4) rail divisions servicing six (6) train lines. In addition to the rail lines, enhanced critical infrastructure staffing shall be provided at Union Station, 7<sup>th</sup> & Metro Station and Willowbrook/Rosa Parks Station. Bus locations requiring enhanced critical infrastructure staffing include the Harbor/Gateway Station and El Monte Transit Center.

In addition, Contractor shall provide staffing on a 24/7 basis, with reasonable reductions during periods of limited service or low demand.

**1.0 Scope of Work**

The Contractor must provide staff with extensive law enforcement experience and provide only POST certified personnel to this Contract. The Contractor must provide staffing and deployment models consistent with LACMTA's existing division-based configuration. Contractor shall include the specific number of resources assigned to ride LACMTA's buses and trains, patrol bus and rail corridors, and reduce LACMTA's vulnerability to terrorism at its key critical infrastructures. As the LACMTA system expands for bus and rail, LACMTA will modify the Contract.

METRO PS5862100LAPD24750 ISSUED: 03.01.17	6	EXHIBIT A – STATEMENT OF WORK  REVISION DATE: 03.09.17
---	---	--

## 1.1 Specific Responsibilities

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

- a) Augment Contractor or regional response to 911 emergency, priority and routine calls for service;
- b) Crime analysis and reporting;
- c) Augment Contractor or regional criminal investigations, accident investigations and law enforcement response to major incidents;
- d) Reduce system-wide vulnerability to terrorism;
- e) Conduct joint anti-terrorism drills, training sessions, and intelligence sharing with other local, state and federal law enforcement agencies;
- f) Provide access to K9 explosive detection on an on-call overtime basis;
- g) Ride LACMTA buses and trains, patrol bus and rail stations/corridors, and maintain high visibility at key LACMTA critical infrastructure locations;
- h) Provide law enforcement presence during periodic fare enforcement and passenger screening operations;
- i) Remove persons without a valid transit fare from buses, trains, buildings, and stations;
- j) Conduct mutually agreed upon grade crossing enforcement operations;
- k) Respond to and resolve incoming calls for service from LACMTA bus, rail and security dispatch centers;
- l) Respond to and resolve incoming complaints from LACMTA's Transit Watch program;
- m) Respond to and resolve citizen complaints related to criminal activity;
- n) Conduct proactive anti-crime operations when not handling a dispatched call;
- o) Participate in LACMTA emergency and disaster preparedness planning and drills;
- p) Collaborate with social service agencies to address the impact of homelessness on the transit system;
- q) Enforce LACMTA's Code of Conduct;
- r) Attend weekly coordination meetings or other meetings as required; and
- s) Provide additional law enforcement services to address unforeseen events/requirements.

## 1.2 Personnel and Training Requirements

Each sworn law enforcement officer/supervisor assigned to LACMTA must hold an active Basic, Intermediate, Advanced or Supervisory California POST Peace Officer's Certificate. Command level officers must hold an active Management or Executive POST Peace Officer's Certificate. LACMTA may consider Reserve Officer POST Certificates on a case-by-case basis. Only POST certified personnel are authorized to provide law enforcement services. The Contractor's personnel must have completed their probationary period, have a minimum of eighteen (18) months of law enforcement experience, and shall not have current

duty restrictions, whether due to medical or performance based issues, in order to be assigned to the Contract.

All Contractor personnel must attend a LACMTA safety training immediately following the issuance of a Notice to Proceed. All LACMTA-mandated training will be conducted by LACMTA and will be considered a reimbursable cost by LACMTA in accordance with Exhibit B. Within the first six (6) months of assignment, all law enforcement personnel must complete a four (4) hour training course in "Transit Policing." After Notice to Proceed, any new personnel of the Contractor will be required to attend this LACMTA safety training. The curriculum will be developed by LACMTA prior to the trainings and cover the topics of:

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

The Chief of Police of the Los Angeles Police Department shall have the sole authority for assignment of key personnel on a routine basis. Contractor will make best efforts to ensure key leadership personnel positions identified in its technical proposal are highly qualified personnel that meet all LACMTA requirements. The Parties agree that in the event either Party recommends any changes to key leadership personnel assignments, it will, with a reasonable amount of advance notice, provide written notice to the other Party. The Parties will meet and consult to a mutual satisfaction on any changes to key leadership personnel and Contractor will provide LACMTA with documentation of the qualifications for any person proposed for a key leadership position

### 1.3 Service Coverage

Contractor shall provide law enforcement services to Metro's areas within the City of Los Angeles as provided in Attachment 2.

## 2.0 REPORTING REQUIREMENTS

### 2.1 Reports

The Contractor shall submit to LACMTA, the following reports and documents as required:

METRO PS5862100LAPD24750 ISSUED: 03.01.17	8	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 03.09.17
---	---	--

- a) Weekly schedule for each watch or shift. Must include each employee's name, actual hours worked, assignment and rank.
- b) Daily summary of work activity for each employee;
- c) Monthly summary of crime activity, citations issued, arrests made;
- d) Monthly summary of commendations and complaints;
- e) The number of cases referred for follow-up investigation and the subsequent disposition;
- f) After-Action Reports following special operations, emphasis details and/or major incidents;
- g) Annual Community Policing Plan;
- h) Monthly summary of Problem-Oriented Policing projects;
- i) Law Enforcement Sensitive Reports (distribution to LACMTA's CEO, DCEO, COO, Chief of Risk Safety and Asset Management and Chief of System Security and Law Enforcement); and
- j) Data must be provided in a format which allows LACMTA to determine the calculation of all reported figures, separate from any general written report format that may be provided.

The Contractor shall provide LACMTA with data to measure:

- a) How assets are assigned and tracked using GPS
- b) The time/date/category/disposition of calls for service
- c) Incident response times
- d) Ratio of proactive versus dispatched activity
- e) Number of criminal citations/infractions/violations issued
- f) Number of misdemeanor and felony arrests
- g) Real Time Crime Analysis Data
- h) Provide the following GIS data (Raw or API format) and services:
  - i. Spatial (Location-Based): Location of crimes attended, time and location stamped
  - ii. Ability to identify, track, and log mobile assets in real time: Vehicles, radios, mobile phone, and other GPS enabled equipment

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

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

METRO PS5862100LAPD24750 ISSUED: 03.01.17	9	EXHIBIT A – STATEMENT OF WORK  REVISION DATE: 03.09.17
---	---	--

## 2.2 Monthly Key Performance Indicators

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

- a) Number of foot and vehicle patrols of bus stops, transit centers, train platforms/plazas/stations
- b) Ratio of staffing levels and vacant assignments
- c) Ratio of proactive versus dispatched activity
- d) Number of bus and train boardings
- e) Incident response times
- f) Decreases/Increases in crime
- g) Number of Grade crossings operations

LACMTA will provide to Contractor details of each required key performance indicators ("KPI"), including definitions, raw data required and calculations. LACMTA will use these KPIs as part of the contract monitoring and evaluation process.

## 3.0 COMMUNITY POLICING

The Contractor shall update annually the LACMTA-approved Community Policing Plan. Building and sustaining community partnerships is central to LACMTA's goal of reducing vulnerability to crime. This will require periodic attendance at community meetings and other events designed to foster LACMTA's relationship with the community. The Contractor shall provide staff with specific training in Problem Oriented Policing in order to assist LACMTA in addressing longstanding challenges related to crime, blight and disorder.

As part of the Community Policing Plan, it is important for the Contractor to incorporate feedback from bus and rail managers into the overall policing strategy. Maintaining a continuous dialogue will foster operational understanding of the unique challenges associated with policing in a transit environment. The primary goal of these collaborative efforts is to ensure that each of the Divisions are given appropriate coverage and foster the safety of the operators.

## 4.0 HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

The Contractor must be able to conduct detailed threat analysis and identify strategies to address security threats. The Contractor shall collaborate with LACMTA on intelligence sharing, anti-terrorism operations, drills, planning activities and coordination with other agencies.

## 5.0 CONTRACTOR RESOURCES

The Contractor shall provide the equipment listed in Exhibit E.

METRO PS5862100LAPD24750 ISSUED: 03.01.17	10	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 03.09.17
---	----	--

**6.0 LACMTA RESOURCES**

LACMTA shall provide the equipment listed in Exhibit F.

**7.0 BILLING**

The Contractor's monthly invoice shall be based upon and reflect the actual services provided under the terms of this Agreement. The billings must be accompanied by supporting documentation, to include, but shall not be limited to, daily summary of assignments and hours worked and payroll records. The Contractor's invoices are subject to periodic audits at the sole discretion of LACMTA.

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

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

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

**8.0 DISPOSITION OF EQUIPMENT**

Unless otherwise agreed upon by the Parties, all LACMTA-funded and LACMTA-provided equipment shall be returned by Contractor to LACMTA upon termination of this Contract in the same condition in which it was provided to Contractor, less regular wear and tear.. Contractor will provide necessary documentation to evidence the transfer of title to LACMTA, as it relates to vehicles purchased by the Contractor on behalf of LACMTA.

METRO PS5862100LAPD24750 ISSUED: 03.01.17	11	EXHIBIT A – STATEMENT OF WORK  REVISION DATE: 03.09.17
---	----	--

**9.0 TRANSITION/MOBILIZATION PERIOD**

LACMTA acknowledges that Contractor will incur significant costs associated with the Transition/Mobilization Period from March 1, 2017 through June 30, 2017. Scope of services to be provided by Contractor during the transition/mobilization period shall be in accordance with the Limited Notice to Proceed dated March 1, 2017 (LNTP – Exhibit G) and shall be paid for by LACMTA by written contract amendment. For clarification purposes, LACMTA agrees to pay for all costs associated with transition/mobilization in addition to the services outlined in this Exhibit A for the duration of the Contract. If the total cost of services articulated within the contract exceeds \$369,330,499, LACMTA agrees to execute a written contract amendment to increase funding appropriation, and take any other steps necessary, to ensure adequate funding is available to pay all costs associated with Contractor services.

Scope of services is a material term to this contract, and Contractor reserves the right to terminate this contract if adequate funding is not provided by LACMTA to pay for such services.

METRO PS5862100LAPD24750 ISSUED: 03.01.17	12	EXHIBIT A – STATEMENT OF WORK REVISION DATE: 03.09.17
---	----	--

# Bus and Rail System

**Metro Rail**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Metro Buses**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Metro Express**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Metro Rapid**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Metro Local & Limited**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Managed Bus Operators**

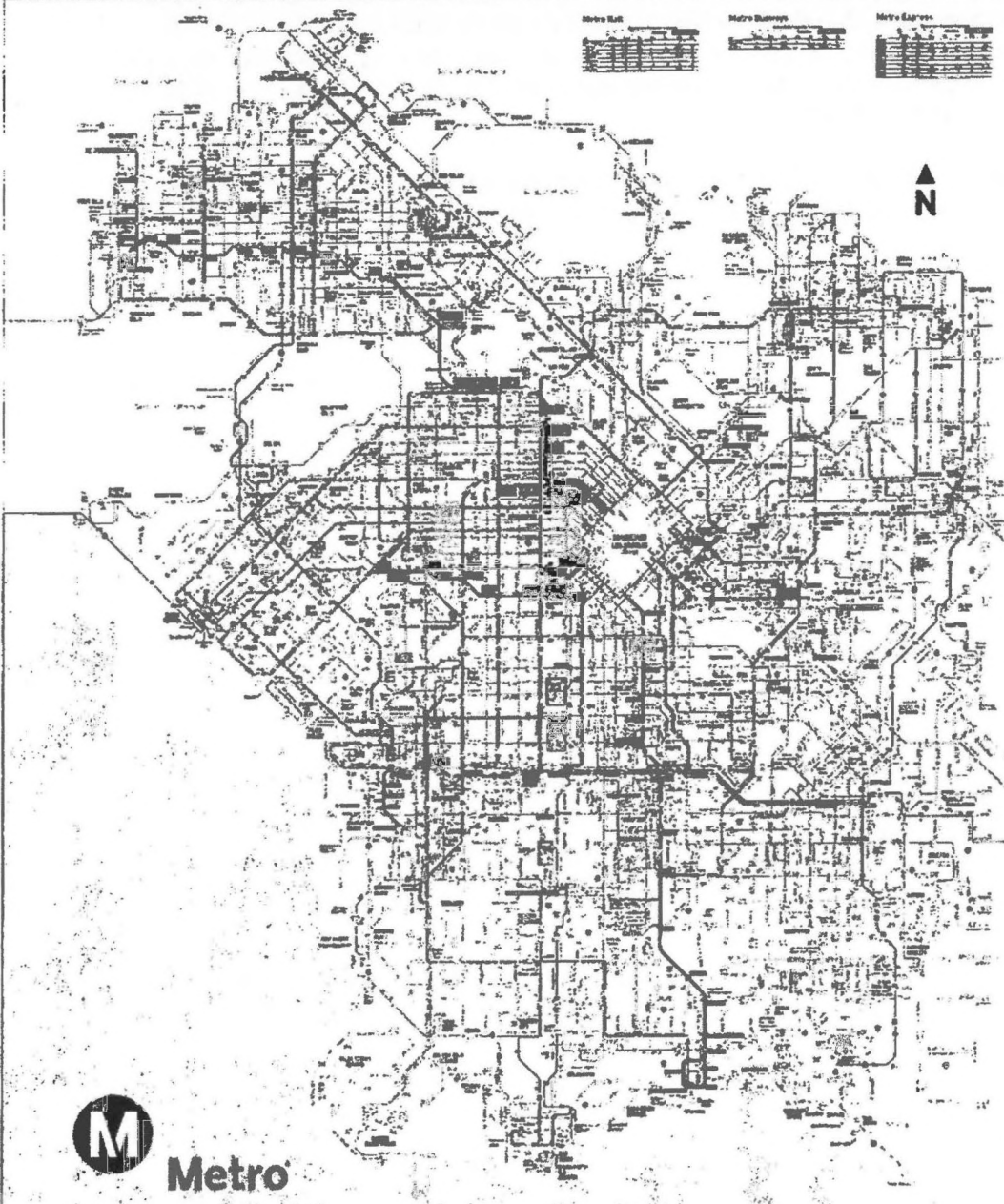
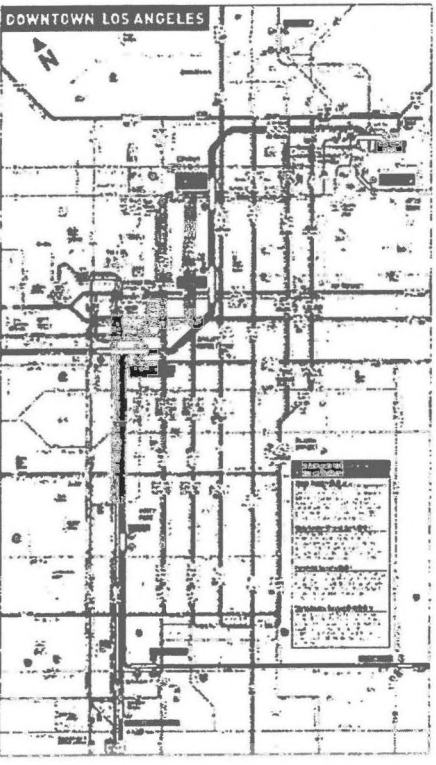
Operator	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Metro Local & Limited**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14

**Metro Shuttles & Paratransit**

Line	Color	Stations
Blue	Blue	14
Green	Green	14
Orange	Orange	14
Pink	Pink	14
Red	Red	14
Gold	Gold	14



# Law Enforcement & Security Deployment

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



**EXHIBIT B – MEMORANDUM OF COSTS**

Ninety (90) days prior to the start of each fiscal year, Contractor shall submit for approval of LACMTA, a list of maximum fully burdened hourly rates per labor classification, together with the necessary documentation in support of the proposed rates [e.g. applicable MOUs with labor unions, current payroll records, prevailing Cost Allocation Plan (CAP) rates and breakdown of estimated Division Overhead costs].

**A. Maximum Fully Burdened Rates**

The maximum fully burdened hourly rate for each labor classification shall be determined as follows:

**1. Sworn personnel (field personnel)**

Sworn field personnel shall primarily be assigned to this contract on an overtime basis.

**Direct Labor**

The maximum hourly direct labor rate (overtime) for each labor classification [per Memorandum of Understanding MOU) with the respective labor unions] that will be deployed under this Contract.

Overtime rates shall be in accordance with guidelines provided in the respective MOUs of each labor union.

**Overtime Position  
Overhead Rate  
(for sworn personnel)**

Overtime Position Overhead Rate shall be computed as follows:

$$= \text{Hourly Direct Labor Rate} \times \text{OT Overhead Rate}$$

The indirect overtime overhead rate of sworn personnel shall be based on the CAP overhead rate approved by the Federal Government (currently CAP37 – Attachment 3) in effect at the time the work was performed. This rate may change during the fiscal year based on approval by the Federal Government and shall be applied prospectively. CAP rate changes shall be effective on the deployment period immediately succeeding each CAP change notification.

**2. Management/Field Supervisory and Administrative Personnel**

For this contract, Contractor shall create a Transit Services Bureau to directly oversee administrative, investigative and patrol operations required under the contract. All management, field supervisory and administrative personnel of Contractor's Transit Services Bureau shall be billed as Division Overhead Cost.

**Division Overhead Cost**      The Division Overhead Cost shall be computed as follows:

$$\text{Division OH} = \text{Total Direct Labor cost of Transit Services Bureau personnel} + \text{Indirect Cost Overhead}$$

Full-time personnel (e.g. field supervision) will be phased in over the first three years of the contract. As Contractor ramps up personnel, Division Overhead costs may vary monthly. Labor hours in field may likewise vary depending on deployment requirements.

Division overhead costs shall be presented as separate cost item in Contractor's invoice.

**Direct Labor**

The maximum hourly direct labor rate for each labor classification [per Memorandum of Understanding (MOU) with the respective labor unions] that will be deployed under this Contract.

**Indirect Cost Overhead**  
**(Note:**  
**separate indirect cost**  
**overhead shall be**  
**provided for sworn and**  
**civillian personnel)**

Indirect Cost Overhead shall be computed as follows:

$$= \text{indirect overhead rate} \times \text{Total Direct Labor Cost of TB personnel}$$

The overhead rate for civilian and/or sworn personnel shall be based on the CAP overhead rate approved by the Federal Government (currently CAP37 – Attachment 3) in effect at the time the work was performed. This rate may change during the fiscal year based on approval by the Federal Government and shall be applied prospectively. Therefore CAP rate changes shall be effective on the deployment period immediately succeeding each CAP change notification.

On instances wherein Contractor's Transit Services Bureau personnel renders overtime work, Contractor shall bill for current direct labor cost only multiplied by the actual overtime hours rendered. However, if sworn Transit Services Bureau personnel renders overtime work in the field, overtime rates shall be the same as that of sworn field personnel.

Overtime rates shall be in accordance with guidelines provided in the respective MOUs of each labor union. Indirect cost overhead rates do not apply to overtime work.

**B. Salary Escalation on Direct Labor Rates**

Direct labor rates of sworn field personnel and Transit Services Bureau personnel shall be adjusted annually in accordance with the terms of the MOU with the respective labor unions::

	<u>Maximum Escalation Rate</u>
<u>Base Year 1</u>	0%
<u>Base Year 2</u>	4%
<u>Base Year 3</u>	4%
<u>Base Year 4</u>	4%
<u>Base Year 5</u>	4%

**C. Supplemental Costs**

**Start-up Costs**

Start-up costs include:

	<u>Amount</u>
Communication Equipment	\$186,600.00
Field Equipment	\$133,393.75
IT Equipment	\$1,132,380.00
Training (8-hr training for approx 4,000 personnel)	\$2,846,080.00
Vehicles (inclusive of maintenance and fuel costs)	\$5,285,196.56

The above are one-time costs that the Contractor may bill under the contract. Training costs and vehicle costs shall be billed as they are incurred.

**Overtime Reserve**

An overtime reserve of \$10,832,645.12 has been allocated for this 5-year contract. This shall cover cost

of overtime work resulting from booking/arrests and unforeseen operational needs as it pertains to Transit Services Bureau..

**Police Service Representative (PSR) Overtime**

A five-year overtime cost of \$5,981,863.20 has been allocated for this contract for eight (8) PSR and one (1) senior PSR personnel.

**Canine Costs**

Canine services shall be provided on an as-needed basis. Estimates are as follows based on two (2) calls per week; however, billing will be based on actual calls for service and hours worked:

	<u>Annual Cost</u>
Year 1	\$15,874
Year 2	\$16,508
Year 3	\$17,169
Year 4	\$17,856
Year 5	\$18,570

**D. Transition Costs/Mobilization**

LACMTA agrees to pay Transition/Mobilization Costs articulated in Exhibit A and the LNTF (Exhibit G), covering the period of March 1, 2017 through June 30,2017. .

**E. Invoicing**

Invoices shall be based on actual services performed, in accordance with the agreed-upon deployment plan/schedule. In no case shall billing rate for each personnel exceed the maximum fully burdened rate set for each labor classification.

Monthly billings will be submitted to LACMTA within sixty (60) days after the end of each Deployment Period (DP)

**F. Deployment Period**

Contractor will bill LAMTA by Deployment Period. A "Deployment Period" is the 28-day period in which personnel are deployed and the basis of the billings submitted by Contractor to LACMTA.

**EXHIBIT C – LAPD's COST PROPOSAL**  
as of 2/23/17

Exhibit C

Updates as of 020317

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Line Item Total:
Details	\$ 54,391,570	\$ 62,347,475	\$ 66,236,915	\$ 68,836,445	\$ 71,568,835	\$ 323,381,240
Supplemental	\$ 3,593,790	\$ 3,737,542	\$ 3,887,043	\$ 4,042,525	\$ 4,204,226	\$ 19,465,126
Bomb K-9 Call Out	\$ 15,874	\$ 16,508	\$ 17,169	\$ 17,856	\$ 18,570	\$ 85,976
Other Costs	\$ 12,097,286	\$ 3,393,781	\$ 3,511,796	\$ 3,634,184	\$ 3,761,109	\$ 26,398,156
<b>Annual Total:</b>	<b>\$ 70,098,519</b>	<b>\$ 69,495,306</b>	<b>\$ 73,652,924</b>	<b>\$ 76,531,010</b>	<b>\$ 79,552,740</b>	<b>\$ 369,330,498</b>

Los Angeles County Metropolitan Transportation Authority

# **Transit Law Enforcement Services**

Request for Proposal No. PS24750



Prepared by: Office of Administrative Services

Los Angeles Police Department

February 2017

### Other Costs

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5
Communications	\$186,600.00				
Field Equipment	\$133,393.75				
Info Technology	\$1,132,380.00				
Training	\$2,846,080.00				
Reserved Overtime	\$2,000,000.00	\$2,080,000.00	\$2,163,200.00	\$2,249,728.00	\$2,339,717.00
PSR Overtime	\$1,126,711.20	\$1,160,513.00	\$1,195,328.00	\$1,231,188.00	\$1,268,123.00
Vehicles	\$4,672,120.56	\$153,269.00	\$153,269.00	\$153,269.00	\$153,269.00
<b>TOTAL</b>	<b>\$12,097,285.51</b>	<b>\$3,393,782.00</b>	<b>\$3,511,797.00</b>	<b>\$3,634,185.00</b>	<b>\$3,761,109.00</b>

**COMMUNICATIONS**

<b>NO.</b>	<b>ITEM</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>NOTES</b>
1	Watch Commander Office with associated monitors, etc.	1	\$ 100,000	\$ 100,000	
2	MCC 7100 or TACPAC Radio Console for dispatch	1	\$ 80,000	\$ 80,000	
3	Ring down hardline from LAPD to Metro Rail and Bus Center	2	\$ 3,300	\$ 6,600	

<b>TOTAL</b>	<b>\$ 186,600.00</b>
--------------	----------------------

**FIELD EQUIPMENT**

NO.	ITEM	QTY	UNIT COST	TOTAL COST	NOTES
1	Shotgun with Tactical Light	60	\$ 770	\$ 46,200	
2	Shotgun, Beanbag	60	\$ 660	\$ 39,600	
3	Bar Code Reader & Computer for Kit Room Inventory	6	\$ 800	\$ 4,800	
4	Crime Scene Tape (Roll)	120	\$ 11	\$ 1,320	
5	Car Seat, Baby Carrier (0-6)	3	\$ 220	\$ 660	
6	Bolt Cutters	2	\$ 83	\$ 165	
7	Gloves (Case)	10	\$ 17	\$ 165	
8	Batteries, Eveready Alkaline	10	\$ 11	\$ 110	
9	Car Seat Juvenile Booster (6-12)	2	\$ 22	\$ 44	
10	Face Masks (Case)	1	\$ 33	\$ 33	
11	Patrol Rifle/Personal Shotguns Secure Locker	2	\$ 2,800	\$ 5,600	
12	Admin Supplies	1	\$ 13,953	\$ 13,953	
13	Camera, Digital	53	\$ 120	\$ 6,360	
14	Undercover Officer Tactical Vests	5	\$ 2,200	\$ 11,000	
15	Undercover Tactical Web Gear	5	\$ 275	\$ 1,375	
16	Undercover cameras/surveillance/communications equipment	1	\$ 2,009	\$ 2,009	
<b>TOTAL</b>				<b>\$ 133,393.75</b>	

**INFORMATION TECHNOLOGY**

No.	ITEM	QTY	UNIT COST	TOTAL COST	NOTES
1	Handheld radios	60	\$ 7,000	\$ 420,000	
2	Astro Radio Charger	6	\$ 1,500	\$ 9,000	
3	Radio batteries	60	\$ 155	\$ 9,300	
4	Vehicles MDC's Software Cost	76	\$ 50	\$ 3,800	
5	MDC's Annual License Renewal	76	\$ 30	\$ 2,280	
6	Radios for vehicles	76	\$ 8,500	\$ 646,000	
7	New Server for a new command location	1	\$ 25,000	\$ 25,000	
8	Computer Workstation Software	50	\$ 200	\$ 10,000	
9	Smart Phone Data Plan	10	\$ 50	\$ 6,000	
10	Smart Phones	10	\$ 100	\$ 1,000	

<b>TOTAL</b>	<b>\$ 1,132,380</b>
--------------	---------------------

**TRAINING**

NO.	ITEM	QTY	HRS/UNITS	UNIT COST	TOTAL COST	NOTES
1	Training for sworn personnel	4,000	8	\$88.94	\$2,846,080.00	An MTA-developed training will be provided to LAPD personnel working the MTA bus and rails daily operations upon issuance of the "Notice to Proceed." MTA will provide training for 4,000 LAPD personnel within the first six (6) months of the assignment, and will also provide ongoing training for future personnel who are to be assigned. The curriculum will be developed by Metro. Training would be split between (4) hour hands on training and (4) administrative training.

TOTAL	\$2,846,080.00
-------	----------------

**Vehicles**

No.	Vehicle Type/Class	Old Vehicle Count	New Vehicle Count	Per Vehicle Cost	Total Purchase Cost	Total Annual Maintenance and Fuel Cost	Per Unit Annual Maintenance and Fuel Cost	Fuel cost	Miles driven	MPG	Maintenance and Repairs	Note
1	BW-MFF	10	21	\$ 56,480	\$ 1,186,080.00	\$ 34,981.82	2,186.36	\$ 2.45	6,000	11	850	
2	BW-Patro'	66	48	\$ 56,480	\$ 2,711,040.00	\$ 98,400.00	2,236.36	\$ 2.45	6,000	11	900	
3	Dual Purpose	8	6	\$ 47,624	\$ 285,744.00	\$ 5,294.74	1,323.68	\$ 2.45	6,000	19	550	
4	Motor Pool	0	5	\$ 37,332	\$ 186,660.00	\$ 3,480.00	870.00	\$ 2.45	6,000	35	450	
5	Plain	4	1	\$ 37,332	\$ 37,332.00	\$ 870.00	870.00	\$ 2.45	6,000	35	450	
6	UC	13	3	\$ 37,332	\$ 111,996.00	\$ 10,242.00	1,138.00	\$ 2.45	6,000	25	550	
	<b>Total</b>	<b>101</b>	<b>84</b>	<b>\$ 325,193</b>	<b>\$ 4,518,852.00</b>	<b>\$ 153,268.56</b>						

**TOTAL \$ 4,672,120.56**

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**Attachment C  
PROPOSER: LAPD**

**LAW ENFORCEMENT SERVICES - SUPPLEMENTAL**

**A. Dedicated Busway Enhanced Visibility**

Dedicated Busway Enhanced Visibility (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Orange Line						
	Police Officer II+II	4.00	9.0	36.0	\$92.27	\$3,322
<b>Sub-total</b>		4.00		36.0		<b>\$3,322</b>
Silver Line						
	Police Officer II+II	4.00	9.0	36.0	\$92.27	\$3,322
<b>Sub-total</b>		4.00		36.0		<b>\$3,322</b>
<b>TOTAL DAILY SERVICE COST - DEDICATED BUSWAY (2 LINES)</b>						<b>\$6,644</b>
<b>TOTAL ANNUAL SERVICE COST - DEDICATED BUSWAY (2 LINES)</b>						<b>\$2,425,060</b>

Note: 365 day deployment

**B. Homeless Outreach Partnership Effort (HOPE) Teams**

HOPE Teams (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
	Police Officer/Detective I	4.00	9.0	36.0	\$88.94	\$3,202
<b>Sub-total</b>		4.00		36.0		<b>\$3,202</b>
<b>TOTAL ANNUAL SERVICE COST - HOPE TEAMS</b>						<b>\$1,168,730</b>

Note: Total of five officers with a varying 4 day a week deployment. The "No. of Staff Per Day" column was calculated as follows: (No. of Employees at Rank X No. of Hours an LAPD employee works a year) ÷ (Shift length X 365 days). Example: (4 Police Officer/Detective I X 2088 hours) ÷ (10 hours X 365) = 2.3 average Police Officers/Detectives working per day.

**GRAND TOTAL - LAW ENFORCEMENT SERVICES-SUPPLEMENTAL: \$3,593,790**

Supplemental	Year 1	Year 2	Year 3	Year 4	Year 5
<b>A. Dedicated Busway Enhanced Visibility</b>	\$ 2,425,060	\$ 2,522,062	\$ 2,622,945	\$ 2,727,863	\$ 2,836,977
<b>B. Homeless Outreach Partnership Effort (HOPE) Teams</b>	\$ 1,168,730	\$ 1,215,479	\$ 1,264,098	\$ 1,314,662	\$ 1,367,249
<b>Total:</b>	<b>\$ 3,593,790</b>	<b>\$ 3,737,542</b>	<b>\$ 3,887,043</b>	<b>\$ 4,042,525</b>	<b>\$ 4,204,226</b>

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

**A. Special Rail Detail Locations**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Union Station	13.00	117.00	42705	\$15,267	\$5,572,455
K-9 Explosive Unit	0.00	0.00	0	\$0	\$0
7th Street/Metro Center	13.00	117.00	42705	\$15,267	\$5,572,455
Willowbrook/Rosa Parks Station	N/A	N/A	N/A	N/A	N/A
<b>Total - Special Rail Detail Locations</b>	<b>26.00</b>	<b>234.00</b>	<b>85410</b>	<b>\$30,534</b>	<b>\$11,144,910</b>

**B. Red Line**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Union Station	1.40	12.60	4599	\$1,644	\$600,060
Civic Center/Grand Park	1.40	12.60	4599	\$1,644	\$600,060
Pershing Square	1.40	12.60	4599	\$1,644	\$600,060
7th Street/Metro Center	1.40	12.60	4599	\$1,644	\$600,060
Westlake/MacArthur Park	1.40	12.60	4599	\$1,644	\$600,060
Wilshire/Vermont	1.40	12.60	4599	\$1,644	\$600,060
Vermont/Beverly	1.40	12.60	4599	\$1,644	\$600,060
Vermont/Santa Monica	1.40	12.60	4599	\$1,644	\$600,060
Vermont/Sunset	1.40	12.60	4599	\$1,644	\$600,060
Hollywood/Western	1.40	12.60	4599	\$1,644	\$600,060
Hollywood/Vine	1.40	12.60	4599	\$1,644	\$600,060
Hollywood/Highland	1.40	12.60	4599	\$1,644	\$600,060
Universal City/Studio City	1.40	12.60	4599	\$1,644	\$600,060
North Hollywood	1.40	12.60	4599	\$1,644	\$600,060
<b>Total - Red Line</b>	<b>19.60</b>	<b>176.40</b>	<b>64386</b>	<b>\$23,016</b>	<b>\$8,400,840</b>

**Note:**

1/ Please put "N/A" if no service will be provided for a specific location/station. 2/ Detailed breakdown of proposed personnel and corresponding cost per labor classification must be provided in Exhibit 5: Part A - Cost Proposal (Detail). 3/ These estimated service hours are not guaranteed and are provided for information only. The actual service hours may be greater or less than those indicated in this Cost Proposal document. 4/ Combined estimated total service hours for the Red Line and Purple Line.

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
(To be used for negotiation purposes only)

**C. Purple Line**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Union Station <sup>5/</sup>					
Civic Center/Grand Park <sup>5/</sup>					
Pershing Square <sup>5/</sup>					
7th Street/Metro Center <sup>5/</sup>					
Westlake/MacArthur Park <sup>5/</sup>					
Wilshire/Vermont <sup>4/</sup>					
Wilshire/Normandie	1.40	12.60	4599	\$1,644	\$600,060
Wilshire/Western	1.40	12.60	4599	\$1,644	\$600,060
<b>Total - Purple Line</b>	<b>2.80</b>	<b>25.20</b>	<b>9198</b>	<b>\$3,288</b>	<b>\$1,200,120</b>

**D. Expo Line**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
7th Street/Metro Center <sup>5/</sup>					
Pico <sup>6/</sup>					
LATTC/Ortho Institute	1.21	10.89	3975	\$1,421	\$518,665
Jefferson/USC	1.21	10.89	3975	\$1,421	\$518,665
Expo Park/USC	1.21	10.89	3975	\$1,421	\$518,665
Expo/Vermont	1.21	10.89	3975	\$1,421	\$518,665
Expo/Western	1.21	10.89	3975	\$1,421	\$518,665
Expo/Crenshaw	1.21	10.89	3975	\$1,421	\$518,665
Farmdale	1.21	10.89	3975	\$1,421	\$518,665
Expo/La Brea	1.21	10.89	3975	\$1,421	\$518,665
La Cienega/Jefferson	1.21	10.89	3975	\$1,421	\$518,665
Culver City	N/A	N/A	N/A	N/A	N/A
<b>Total - Expo Line</b>	<b>10.89</b>	<b>98.01</b>	<b>35774</b>	<b>\$12,789</b>	<b>\$4,667,985</b>

Note:

1/ Please put "N/A" if no service will be provided for a specific location/station. 2/ Detailed breakdown of proposed personnel and corresponding cost per labor classification must be provided in Exhibit 5: Part A - Cost Proposal (Detail). 3/ These estimated service hours are not guaranteed and are provided for information only. The actual service hours may be greater or less than those indicated in this Cost Proposal document. 4/ Combined estimated total service hours for the Red Line and Purple Line 5/ Law enforcement services for this station shall be considered in "Table B - Red Line" 6/ Law enforcement services for this station shall be considered in "Table E - Blue Line."

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

**E. Blue Line**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
7th Street/Metro Center <sup>5/</sup>					
Pico	1.87	16.83	6143	\$2,196	\$801,540
Grand/LATTC	1.87	16.83	6143	\$2,196	\$801,540
San Pedro Street	1.87	16.83	6143	\$2,196	\$801,540
Washington	1.87	16.83	6143	\$2,196	\$801,540
Vernon	1.87	16.83	6143	\$2,196	\$801,540
Slauson	N/A	N/A	N/A	N/A	N/A
Florence	N/A	N/A	N/A	N/A	N/A
Firestone	N/A	N/A	N/A	N/A	N/A
103 <sup>rd</sup> Street/Watts Tower	1.87	16.83	6143	\$2,196	\$801,540
Willowbrook/Rosa Parks	N/A	N/A	N/A	N/A	N/A
Compton	N/A	N/A	N/A	N/A	N/A
Artesia	N/A	N/A	N/A	N/A	N/A
Del Amo	N/A	N/A	N/A	N/A	N/A
Wardlow	N/A	N/A	N/A	N/A	N/A
Willow Street	N/A	N/A	N/A	N/A	N/A
Pacific Coast Highway	N/A	N/A	N/A	N/A	N/A
Anaheim Street	N/A	N/A	N/A	N/A	N/A
5 <sup>th</sup> Street	N/A	N/A	N/A	N/A	N/A
1 <sup>st</sup> Street	N/A	N/A	N/A	N/A	N/A
Downtown Long Beach	N/A	N/A	N/A	N/A	N/A
Pacific Avenue	N/A	N/A	N/A	N/A	N/A
<b>Total - Blue Line</b>	11.22	100.98	36858	\$13,176	\$4,809,240

**Note:**

1/ Please put "N/A" if no service will be provided for a specific location/station. 2/ Detailed breakdown of proposed personnel and corresponding cost per labor classification must be provided in Exhibit 5: Part A - Cost Proposal (Detail). 3/ These estimated service hours are not guaranteed and are provided for information only. The actual service hours may be greater or less than those indicated in this Cost Proposal document. 4/ Combined estimated total service hours for the Red Line and Purple Line 5/ Law enforcement services for this station shall be considered in "Table B - Red Line" 6/ Law enforcement services for this station shall be considered in "Table E - Blue Line."

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

**F. Green Line**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Norwalk	N/A	N/A	N/A	N/A	N/A
Lakewood Blvd.	N/A	N/A	N/A	N/A	N/A
Long Beach Blvd.	N/A	N/A	N/A	N/A	N/A
Willowbrook/Rosa Parks					
Avalon	2.24	20.16	7358	\$2,631	\$960,315
Harbor Fwy	2.24	20.16	7358	\$2,631	\$960,315
Vermont/Athens	N/A	N/A	N/A	N/A	N/A
Crenshaw	N/A	N/A	N/A	N/A	N/A
Hawthorne/Lennox	N/A	N/A	N/A	N/A	N/A
Aviation/LAX	2.24	20.16	7358	\$2,631	\$960,315
Mariposa	N/A	N/A	N/A	N/A	N/A
El Segundo	N/A	N/A	N/A	N/A	N/A
Douglas	N/A	N/A	N/A	N/A	N/A
Redondo Beach	N/A	N/A	N/A	N/A	N/A
<b>Total - Green Line</b>	<b>6.72</b>	<b>60.48</b>	<b>22075</b>	<b>\$7,893</b>	<b>\$2,880,945</b>

Note:

1/ Please put "N/A" if no service will be provided for a specific location/station. 2/ Detailed breakdown of proposed personnel and corresponding cost per labor classification must be provided in Exhibit 5: Part A - Cost Proposal (Detail). 3/ These estimated service hours are not guaranteed and are provided for information only. The actual service hours may be greater or less than those indicated in this Cost Proposal document. 4/ Combined estimated total service hours for the Red Line and Purple Line 5/ Law enforcement services for this station shall be considered in "Table B - Red Line" 6/ Law enforcement services for this station shall be considered in "Table E - Blue Line."

**G. Gold Line**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Sierra Madre Villa	N/A	N/A	N/A	N/A	N/A
Allen	N/A	N/A	N/A	N/A	N/A
Lake	N/A	N/A	N/A	N/A	N/A
Memorial Park	N/A	N/A	N/A	N/A	N/A
Del Mar	N/A	N/A	N/A	N/A	N/A
Filmore	N/A	N/A	N/A	N/A	N/A
South Pasadena	N/A	N/A	N/A	N/A	N/A
Highland Park	1.02	9.18	3351	\$1,198	\$437,270
Southwest Museum	1.02	9.18	3351	\$1,198	\$437,270

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

Heritage Square	1.02	9.18	3351	\$1,198	\$437,270
Lincoln/Cypress	1.02	9.18	3351	\$1,198	\$437,270
Chinatown	1.02	9.18	3351	\$1,198	\$437,270
Union Station	1.02	9.18	3351	\$1,198	\$437,270
Little Tokyo/Arts District	1.02	9.18	3351	\$1,198	\$437,270
Pico/Aliso	1.02	9.18	3351	\$1,198	\$437,270
Mariachi Plaza	1.02	9.18	3351	\$1,198	\$437,270
Soto	1.02	9.18	3351	\$1,198	\$437,270
Indiana	1.02	9.18	3351	\$1,198	\$437,270
Maravilla	N/A	N/A	N/A	N/A	N/A
East LA Civic Center	N/A	N/A	N/A	N/A	N/A
Atlantic	N/A	N/A	N/A	N/A	N/A
<b>Total - Gold Line</b>	<b>11.22</b>	<b>100.98</b>	<b>36858</b>	<b>\$13,178</b>	<b>\$4,809,970</b>

**H. Gold Line Extension**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Arcadia	N/A	N/A	N/A	N/A	N/A
Monrovia	N/A	N/A	N/A	N/A	N/A
Duarte/City of Hope	N/A	N/A	N/A	N/A	N/A
Irwindale	N/A	N/A	N/A	N/A	N/A
Azusa Downtown	N/A	N/A	N/A	N/A	N/A
APU/Citrus College	N/A	N/A	N/A	N/A	N/A
<b>Total - Gold Line Extension</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**I. Bus Hubs**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Harbor/Gateway Transit Center	0.00	0.00	0	\$0	\$0
El Monte Transit Center	N/A	N/A	N/A	N/A	N/A
<b>Total - Bus Hubs</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

**J. Bus Riding**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Westside	6.72	60.48	22075	\$7,892	\$2,880,580
S.F. Valley	6.72	60.48	22075	\$7,892	\$2,880,580
Central	6.72	60.48	22075	\$7,892	\$2,880,580
Mid-City	6.72	60.48	22075	\$7,892	\$2,880,580
South LA	6.72	60.48	22075	\$7,892	\$2,880,580
<b>Total - Bus Riding</b>	<b>33.60</b>	<b>302.40</b>	<b>110376</b>	<b>\$39,460</b>	<b>\$14,402,900</b>

**K. Expo Line Phase 2**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Palms	1.21	10.89	3975	\$1,421	\$518,665
Westwood/Rancho Park	1.21	10.89	3975	\$1,421	\$518,665
Expo/Sepulveda	1.21	10.89	3975	\$1,421	\$518,665
Expo/Bundy	1.21	10.89	3975	\$1,421	\$518,665
26 <sup>th</sup> St./Bergamot	N/A	N/A	N/A	N/A	N/A
17 <sup>th</sup> St./SMC	N/A	N/A	N/A	N/A	N/A
Downtown Santa Monica	N/A	N/A	N/A	N/A	N/A
<b>Total - Expo Line Phase 2</b>	<b>4.84</b>	<b>43.56</b>	<b>15899</b>	<b>\$5,684</b>	<b>\$2,074,660</b>

Note:

1/ Please put "N/A" if no service will be provided for a specific location/station. 2/ Detailed breakdown of proposed personnel and corresponding cost per labor classification must be provided in Exhibit 5: Part A - Cost Proposal (Detail). 3/ These estimated service hours are not guaranteed and are provided for information only. The actual service hours may be greater or less than those indicated in this Cost Proposal document.

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

**L. Management/Supervisory Staff**

Location/Station 1/ (a)	Total No. Personnel Per Day 2/ (b)	Total No. of Hours Per Day (c)	Total No. of Hours Per Year (d) (c x 365 days)	Daily Service Cost - Per Exhibit 5 (e)	Annual Service Cost (f) (e x 365)
Sergeant II	1.72	0.00	0	\$0	\$0
Lieutenant I	0.00	0.00	0	\$0	\$0
Lieutenant II	0.00	0.00	0	\$0	\$0
Captain III	0.00	0.00	0	\$0	\$0
Commander	0.00	0.00	0	\$0	\$0
Deputy Chief	0.00	0.00	0	\$0	\$0
<b>Total - Management/Supervisory Staff</b>	1.72	0.00	0	\$0	\$0

**GRAND TOTAL - ANNUAL SERVICE COST \$ (Sum of Tables A through K):** **\$54,391,570**

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**  
 (To be used for negotiation purposes only)

**OPTIONAL SERVICES**

Please provide proposed firm fixed fully burdened service rates for additional/augmented law enforcement services that Metro may require from time to time:

Labor Classification/Position Title	Firm Fixed Fully Burdened Hourly Service Rate	Notes
Officer/Deputy	\$130.48	Direct Labor rate plus Labor Overhead from Form 60
Sergeant/Supervisor	\$130.51	Direct Labor rate plus Labor Overhead from Form 60
Lieut./Watch Commander	\$0.00	Direct Labor rate plus Labor Overhead from Form 60
Commander/Captain	\$0.00	Direct Labor rate plus Labor Overhead from Form 60
Chief	\$0.00	Direct Labor rate plus Labor Overhead from Form 60
Dedicated Busway Enhanced Visibility	(See Notes)	See attached schedule "Law Enforcement Services - Supplemental."
Special Problem Units	(See Notes)	See attached schedule "Law Enforcement Services - Supplemental."
Senior Lead Officers	(See Notes)	See attached schedule "Law Enforcement Services - Supplemental."
Homeless Outreach Partnership Effort (HOPE) Teams	(See Notes)	See attached schedule "Law Enforcement Services - Supplemental."

Please indicate proposed escalation rates for Years 2 through 5 of the contract:

**Escalation Rates:**

**Year 2:**

**Year 3:**

**Year 4:**

**Year 5:**

**All proposed rates are subject to negotiation.**

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)  
(To be used for negotiation purposes only)**

**Submitted by:**

**Proposer: City of Los Angeles - LAPD**

\_\_\_\_\_  
**(Signature)**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**(Name/Title)**

**END OF EXHIBIT 4: PART A - COST PROPOSAL (SUMMARY)**

**RFP NO. PS24750**  
**TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)**  
(To be used for negotiation purposes only)

**A. Special Rail Detail Locations**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Union Station						
	Police Officer III (Metro Div)	10.00	9.0	90.00	\$130.48	\$11,744
	Sergeant II (Metro Div)	3.00	9.0	27.00	\$130.48	\$3,523
	<b>Sub-total</b>	13.00		117.00		<b>\$15,267</b>
7th Street/Metro Center						
	Police Officer III (Metro Div)	10.00	9.0	90.00	\$130.48	\$11,744
	Sergeant II (Metro Div)	3.00	9.0	27.00	\$130.48	\$3,523
	<b>Sub-total</b>	13.00		117.00		<b>\$15,267</b>
Willowbrook/Rosa Parks Station						
	N/A					
	<b>Sub-total</b>					N/A
<b>TOTAL DAILY SERVICE COST - SPECIAL RAIL DETAIL LOCATIONS (3 STATIONS)</b>						<b>\$30,534</b>

**B. Red Line**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Union Station						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	1.40		12.60		<b>\$1,644</b>
Civic Center/Grand Park						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	1.40		12.60		<b>\$1,644</b>

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

<b>Pershing Square</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>7th Street/Metro Center</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Westlake/ MacArthur Park</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Wishire/Vermont</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Vermont/Beverly</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Vermont/Santa Monica</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Vermont/Sunset</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Hollywood/Western</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

<b>Hollywood/Vine</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Hollywood/Highland</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>Universal City/ Studio City</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>North Hollywood</b>						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>
<b>TOTAL DAILY SERVICE COST - RED LINE (14 STATIONS)</b>						<b>\$23,016</b>

**C. Purple Line**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Union Station						
Civic Center/Grand Park						
Pershing Square						
7th Street/Metro Center						
Westlake/ MacArthur Pk						
Wilshire/Vermont						
Wilshire/Normandie						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
	<b>Sub-total</b>	<b>1.40</b>		<b>12.60</b>		<b>\$1,644</b>

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

Wilshire/Western						
	Police Officer/Detective I	1.25	9.0	11.25	\$130.48	\$1,468
	Sergeant/Detective Supervisor	0.15	9.0	1.35	\$130.48	\$176
<b>Sub-total</b>		1.40		12.60		<b>\$1,644</b>
<b>TOTAL DAILY SERVICE COST - PURPLE LINE (2 STATIONS)</b>						<b>\$3,288</b>

**D. Expo Line**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) x (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
7th Street/Metro Center						
Pico						
LATTC/Ortho Institute						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Jefferson/USC						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Expo Park/USC						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Expo/Vermont						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Expo/Western						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

Expo/Crenshaw						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
	<b>Sub-total</b>	<b>1.21</b>		<b>10.89</b>		<b>\$1,421</b>
Farmdale						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
	<b>Sub-total</b>	<b>1.21</b>		<b>10.89</b>		<b>\$1,421</b>
Expo/La Brea						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
	<b>Sub-total</b>	<b>1.21</b>		<b>10.89</b>		<b>\$1,421</b>
La Cienega/ Jefferson						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
	<b>Sub-total</b>	<b>1.21</b>		<b>10.89</b>		<b>\$1,421</b>
Culver City						
	N/A					
	<b>Sub-total</b>					N/A
<b>TOTAL DAILY SERVICE COST - EXPO LINE (10 STATIONS)</b>						<b>\$12,789</b>

**E. Blue Line**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
7th Street/Metro Center						
Pico						
	Police Officer/Detective I	1.67	9.0	15.03	\$130.48	\$1,961
	Sergeant/Detective Supervisor	0.20	9.0	1.80	\$130.48	\$235
	<b>Sub-total</b>	<b>1.87</b>		<b>16.83</b>		<b>\$2,196</b>

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

<b>Grand/LATTC</b>						
	Police Officer/Detective I	1.67	9.0	15.03	\$130.48	\$1,961
	Sergeant/Detective Supervisor	0.20	9.0	1.80	\$130.48	\$235
	<b>Sub-total</b>	<b>1.87</b>		<b>16.83</b>		<b>\$2,196</b>
<b>San Pedro Street</b>						
	Police Officer/Detective I	1.67	9.0	15.03	\$130.48	\$1,961
	Sergeant/Detective Supervisor	0.20	9.0	1.80	\$130.48	\$235
	<b>Sub-total</b>	<b>1.87</b>		<b>16.83</b>		<b>\$2,196</b>
<b>Washington</b>						
	Police Officer/Detective I	1.67	9.0	15.03	\$130.48	\$1,961
	Sergeant/Detective Supervisor	0.20	9.0	1.80	\$130.48	\$235
	<b>Sub-total</b>	<b>1.87</b>		<b>16.83</b>		<b>\$2,196</b>
<b>Vernon</b>						
	Police Officer/Detective I	1.67	9.0	15.03	\$130.48	\$1,961
	Sergeant/Detective Supervisor	0.20	9.0	1.80	\$130.48	\$235
	<b>Sub-total</b>	<b>1.87</b>		<b>16.83</b>		<b>\$2,196</b>
<b>Slauson</b>						
	N/A					
	<b>Sub-total</b>					N/A
<b>Florence</b>						
	N/A					
	<b>Sub-total</b>					N/A
<b>Firesone</b>						
	N/A					
	<b>Sub-total</b>					N/A
<b>103rd Street/Watts Tower</b>						
	Police Officer/Detective I	1.67	9.0	15.03	\$130.48	\$1,961
	Sergeant/Detective Supervisor	0.20	9.0	1.80	\$130.48	\$235
	<b>Sub-total</b>	<b>1.87</b>		<b>16.83</b>		<b>\$2,196</b>
<b>Willowbrook/Rosa Parks</b>						
	N/A					
	<b>Sub-total</b>					N/A

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

Compton						
	N/A					
<b>Sub-total</b>						N/A
Artesia						
	N/A					
<b>Sub-total</b>						N/A
Del Amo						
	N/A					
<b>Sub-total</b>						N/A
Wardlow						
	N/A					
<b>Sub-total</b>						N/A
Willow Street						
	N/A					
<b>Sub-total</b>						N/A
Pacific Coast Highway						
	N/A					
<b>Sub-total</b>						N/A
Anaheim Street						
	N/A					
<b>Sub-total</b>						N/A
5 <sup>th</sup> Street						
	N/A					
<b>Sub-total</b>						N/A
1 <sup>st</sup> Street						
	N/A					
<b>Sub-total</b>						N/A
Downtown Long Beach						
	N/A					
<b>Sub-total</b>						N/A

RFP NO. PS24750  
 TRANSIT LAW ENFORCEMENT SERVICES

EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
 (To be used for negotiation purposes only)

Pacific Avenue						
	N/A					
<b>Sub-total</b>						N/A
<b>TOTAL DAILY SERVICE COST - BLUE LINE (21 STATIONS)</b>						<b>\$13,176</b>

F. Green Line

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Norwalk						
	N/A					
<b>Sub-total</b>						N/A
Lakewood Blvd.						
	N/A					
<b>Sub-total</b>						N/A
Long Beach Blvd.						
	N/A					
<b>Sub-total</b>						N/A
Willowbrook/Rosa Parks						
Avalon						
	Police Officer/Detective I	2.00	9.0	18.00	\$130.48	\$2,349
	Sergeant/Detective Supervisor	0.24	9.0	2.16	\$130.48	\$282
<b>Sub-total</b>		2.24		20.16		\$2,631
Harbor Fwy						
	Police Officer/Detective I	2.00	9.0	18.00	\$130.48	\$2,349
	Sergeant/Detective Supervisor	0.24	9.0	2.16	\$130.48	\$282
<b>Sub-total</b>		2.24		20.16		\$2,631
Vermont/Athens						
	N/A					
<b>Sub-total</b>						N/A
Crenshaw						
	N/A					

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

<b>Sub-total</b>						N/A
Hawthorne/Lennox						
	N/A					
<b>Sub-total</b>						N/A
Aviation/LAX						
	Police Officer/Detective I	2.00	9.0	18.00	\$130.48	\$2,349
	Sergeant/Detective Supervisor	0.24	9.0	2.16	\$130.48	\$282
<b>Sub-total</b>		2.24		20.16		\$2,631
Mariposa						
	N/A					
<b>Sub-total</b>						N/A
El Segundo						
	N/A					
<b>Sub-total</b>						N/A
Douglas						
	N/A					
<b>Sub-total</b>						N/A
Redondo Beach						
	N/A					
<b>Sub-total</b>						N/A
<b>TOTAL DAILY SERVICE COST - GREEN LINE (13 STATIONS)</b>						<b>\$7,893</b>

**G. Gold Line**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Sierra Madre Villa						
	N/A					
<b>Sub-total</b>						N/A
Allen						
	N/A					

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

<b>Sub-total</b>						<b>N/A</b>
Lake						
	N/A					
<b>Sub-total</b>						<b>N/A</b>
Memorial Park						
	N/A					
<b>Sub-total</b>						<b>N/A</b>
Del Mar						
	N/A					
<b>Sub-total</b>						<b>N/A</b>
Filmore						
	N/A					
<b>Sub-total</b>						<b>N/A</b>
South Pasadena						
	N/A					
<b>Sub-total</b>						<b>N/A</b>
Highland Park						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
<b>Sub-total</b>		<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Southwest Museum						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
<b>Sub-total</b>		<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Heritage Square						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
<b>Sub-total</b>		<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

Lincoln/Cypress						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Chinatown						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Union Station						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Little Tokyo/Arts District						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Pico/Aliso						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Mariachi Plaza						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Soto						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Indiana						
	Police Officer/Detective I	0.91	9.0	8.19	\$130.48	\$1,069
	Sergeant/Detective Supervisor	0.11	9.0	0.99	\$130.48	\$129
	<b>Sub-total</b>	<b>1.02</b>		<b>9.18</b>		<b>\$1,198</b>
Maravilla						
	N/A					
	<b>Sub-total</b>					<b>N/A</b>
East LA Civic Center						

RFP NO. PS24750  
**TRANSIT LAW ENFORCEMENT SERVICES**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)**  
 (To be used for negotiation purposes only)

	N/A					
<b>Sub-total</b>						N/A
Atlantic						
	N/A					
<b>Sub-total</b>						N/A
<b>TOTAL DAILY SERVICE COST - GOLD LINE (21 STATIONS)</b>						<b>\$13,178</b>

H. Gold Line Extension

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) x (c) (c)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Arcadia	N/A					
<b>Sub-total</b>						N/A
Monrovia	N/A					
<b>Sub-total</b>						N/A
Duarte/ City of Hope	N/A					
<b>Sub-total</b>						N/A
Irwindale	N/A					
<b>Sub-total</b>						N/A
Azusa Downtown	N/A					
<b>Sub-total</b>						N/A
APU/Citrus College	N/A					
<b>Sub-total</b>						N/A
<b>TOTAL DAILY SERVICE COST - GOLD LINE EXTENSION (6 STATIONS)</b>						<b>\$0</b>

i. Bus Hubs

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
El Monte Transit Center						
	N/A					
<b>Sub-total</b>						N/A
<b>TOTAL DAILY SERVICE COST - BUS HUBS</b>						<b>\$0</b>

**J. Bus Riding**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Westside						
	Police Officer/Detective I	6.00	9.0	54.00	\$130.48	\$7,046
	Sergeant/Detective Supervisor	0.72	9.0	6.48	\$130.48	\$846
<b>Sub-total</b>		6.72		60.48		<b>\$7,892</b>
S.F. Valley						
	Police Officer/Detective I	6.00	9.0	54.00	\$130.48	\$7,046
	Sergeant/Detective Supervisor	0.72	9.0	6.48	\$130.48	\$846
<b>Sub-total</b>		6.72		60.48		<b>\$7,892</b>
Central						
	Police Officer/Detective I	6.00	9.0	54.00	\$130.48	\$7,046
	Sergeant/Detective Supervisor	0.72	9.0	6.48	\$130.48	\$846
<b>Sub-total</b>		6.72		60.48		<b>\$7,892</b>
Mid-City						
	Police Officer/Detective I	6.00	9.0	54.00	\$130.48	\$7,046
	Sergeant/Detective Supervisor	0.72	9.0	6.48	\$130.48	\$846

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

<b>Sub-total</b>		6.72		60.48		<b>\$7,892</b>
South LA						
	Police Officer/Detective I	6.00	9.0	54.00	\$130.48	\$7,046
	Sergeant/Detective Supervisor	0.72	9.0	6.48	\$130.48	\$846
<b>Sub-total</b>		6.72		60.48		<b>\$7,892</b>
<b>TOTAL DAILY SERVICE COST - BUS RIDING</b>						<b>\$39,460</b>

**K. Expo Line Phase 2**

Location/Station (a)	Labor Classification/ Position/Title (b)	No. of Staff Per Day (c)	Proposed Length of Shift per Day (d)	Proposed No. of Service Hours Per Day (e) x (c) x (d)	Firm Fixed Hourly Service Rate (f)	Daily Service Cost (g) (e) x (f)
Palms						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Westwood/Rancho Park						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Expo/Sepulveda						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
Expo/Bundy						
	Police Officer/Detective I	1.08	9.0	9.72	\$130.48	\$1,268
	Sergeant/Detective Supervisor	0.13	9.0	1.17	\$130.48	\$153
<b>Sub-total</b>		1.21		10.89		<b>\$1,421</b>
26 <sup>th</sup> St./Bergamot						
	N/A					
<b>Sub-total</b>						N/A
17 <sup>th</sup> St./SMC						
	N/A					
<b>Sub-total</b>						N/A

**RFP NO. PS24750  
TRANSIT LAW ENFORCEMENT SERVICES**

**PROPOSER: LAPD**

**EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)  
(To be used for negotiation purposes only)**

Downtown Santa Monica						
	N/A					
<b>Sub-total</b>						N/A
<b>TOTAL DAILY SERVICE COST - EXPO LINE PHASE 2 (7 STATIONS)</b>						<b>\$5,684</b>

Submitted by:

Proposer: City of Los Angeles - LAPD

\_\_\_\_\_  
(Signature)

Date:

Charlie Beck, Chief of Police  
\_\_\_\_\_  
(Name/Title)

END OF EXHIBIT 5: PART A - COST PROPOSAL (DETAIL)

## **EXHIBIT D – INSURANCE REQUIREMENTS**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons, or damages in property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, or employees. As respects Professional Liability, coverage must be maintained, and evidence provided, for two (2) years following the expiration of this Contract.

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

### **MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain limits no less than:

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

### **OTHER INSURANCE PROVISIONS**

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

1. The Los Angeles Metropolitan Transportation Authority (LACMTA), its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain

no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.

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

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

#### **ACCEPTABILITY OF INSURERS**

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

#### **SELF INSURANCE**

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

## REGULATORY REQUIREMENTS

### RR-01 ADMINISTRATIVE CODE

#### A. Applicability

This Article applies to all contracts.

#### B. LACMTA Administrative Code

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

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

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

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

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

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

**D. Environmental Management System ("EMS") Policy**

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

**RR-02 DISCRIMINATION**

**A. Applicability**

This Article applies to all contracts

- B.** In connection with the performance of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race,

religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**RR-03 WHISTLEBLOWER REQUIREMENTS**

**A. Applicability**

This Article applies to all contracts.

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

**RR-04 CONFIDENTIALITY AND PUBLIC RECORDS ACT**

**A. Applicability**

This Article applies to all contracts.

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

**ACCESS TO RECORDS**

**A. Applicability**

This Article applies to all contracts.

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

**END OF REGULATORY REQUIREMENTS**

## SPECIAL PROVISIONS (SERVICES)

### SP-01 ORGANIZATIONAL CONFLICTS OF INTEREST

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

A. Influenced Specifications or Statement of Work

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

B. Opportunity to Create Contracting Opportunities

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

C. Evaluation of Prior Work Product

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

D. Access to Information

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

### SP-02 NOTICES AND SERVICE THEREOF

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

METRO PS5862100LAPD24750 ISSUED: 03.01.17	24	SPECIAL PROVISIONS (SERVICES) PRO FORM 089 REVISION DATE: 03.09.17
---	----	--

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

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

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012-2952  
Attention: Aielyn Dumaua, Contract Administration Manager  
Contract No. PS5862100LAPD24750

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

City of Los Angeles  
c/o Los Angeles Police Department  
100 W. 1<sup>st</sup> Street  
Los Angeles, CA 90012

Attention:

Director  
Los Angeles Police Department Office of Operations

With copies to:

Commanding Officer  
Los Angeles Police Department, Fiscal Operations Division  
100 W. 1<sup>st</sup> Street  
Los Angeles, CA 90012

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

**END OF SPECIAL PROVISIONS**

METRO PS5862100LAPD24750 ISSUED: 03.01.17	25	SPECIAL PROVISIONS (SERVICES) PRO FORM 089 REVISION DATE: 03.09.17
---	----	--

## GENERAL CONDITIONS (SERVICES)

### GC-01 GLOSSARY OF TERMS

#### GC-01-A Abbreviations And Symbols

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

#### GC-01-A Definitions

Acceptance	Documentation prepared by LACMTA or its Authorized Representative attesting to the completion of all of the Services or Work under the Contract or a specified portion thereof.
Alternative Disputes Resolution:	Means for settling a disputed claim which may include arbitration, mediation or other recognized means for settling a dispute.
Amendment:	A document mutually agreed to by the Parties modifying the Contract.
Approve:	To confirm documents presented by and/or actions of the Contractor related to the Work under the Contract.
Authorized Representative:	Person or firm empowered to act for or in the place of the named business or governmental entity.
Chief Executive Officer:	The Chief Executive Officer (CEO) of LACMTA.
Claim:	A written demand by one of the Parties for: 1. Time extension; and/or 2. Payment of money.
Consultant	One that provides Services or Work to LACMTA, also defined as the Contractor.

Contract:	Written agreement executed by LACMTA and the Contractor which sets forth the rights and obligations of the parties in connection with the Services and Work, and which includes the Contract Documents.
Contracting Officer:	The CEO or a designated representative who is authorized and empowered to execute contracts, contract amendments, and agreements on behalf of LACMTA.
Contractor:	The individual, firm, partnership, corporation, joint venture or combination thereof, referred to throughout the Contract in the singular and by the neuter term "it", that has entered into the Contract with LACMTA.
Cure Notice:	Written notice from LACMTA to the Contractor to correct Work performed not in conformance with the Contract.
Days:	Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next business day.
Contractor Deployment Period (DP)	A 28-day billing period, as shown in Exhibit B.
Goods:	Equipment, material and/or products required to perform the Services. Goods may be furnished by LACMTA or required to be furnished by the Contractor.
Invoice:	A request for payment for Work performed.
Modification	Any written addition, deletion, adjustment or alteration to the Contract, whether arising out of the unilateral exercise by the LACMTA of any right under the Contract, or by mutual agreement/action executed by the Parties. A Modification may be unilateral or bilateral, and includes Change Orders, adjustments in quantities, extensions of time, administrative changes and adjustments, and all other actions and events that result in an alteration, correction or adjustment of the Total Contract Price or Time, any Contract term or process, or any other obligation of either Party.

LACMTA	The Los Angeles County Metropolitan Transportation (LACMTA) or its successor, or any successor in interest, or its Authorized Representative.
Notice of Termination:	Written notice from LACMTA to the Contractor terminating the Contract, or a portion thereof, either for convenience of LACMTA or for default due to the Contractor's failure to perform its contractual obligations.
Party or Parties:	LACMTA and the person(s), governmental entities, or business entities entering into the Contract.
Period of Performance:	The total time period allowed for completion of all Services or Work under the Contract, as specified in the Form of Contract.
Program:	Existing and planned rail transit system that is and will be operated by LACMTA.
Provide:	In reference to Work to be performed by the Contractor, "provide" means to perform Work in accordance with the Scope of Services and the Scope of Work.
Request for Change (RFC):	A document issued by the Contractor to LACMTA detailing a proposed change to the Contract.
Scope of Services (Services):	Description of the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently Scheduled.
Scope of Work:	Description of the Work to be provided by the Contractor under the Contract.
Special Provisions:	Requirements applicable to the Contract that invoke, modify, and/or supplement the General Conditions
State:	The State of California.
Total Contract Price (TCP):	The total compensation approved by LACMTA's governing board to be paid to the Contractor in accordance with the terms of the Contract (and

Amendments thereto).

Work: The sum of all activities, Services and Deliverables, to be accomplished under the Contract.

**GC-02 PRECEDENCE OF CONTRACT DOCUMENTS**

See Form of Contract Article 1

**GC-03 CONTRACT DOCUMENTS**

**GC-03-A Explanations**

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

**GC-04 AUTHORITY OF THE CONTRACTING OFFICER**

LACMTA has the final approval in all matters relating to or affecting the Scope of Work, with an exception for exigent circumstances. Except as expressly specified in the Contract, the Contracting Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by LACMTA. LACMTA shall inform Contractor in writing of delegations given by it to the Contracting Officer.

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

LACMTA shall provide a Project Manager and/or a technical representative for all technical aspects related to the performance of the Contract. The Contractor shall make such oral or written reports to LACMTA's technical representative with an information copy to LACMTA's Contract Administrator as may be requested by LACMTA or as specifically required by the Contract. All contractual matters shall be addressed to the designated contract administrator.

**GC-06 INDEPENDENT CONTRACTOR**

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

**GC-07**

**ORGANIZATIONAL AND KEY PERSONNEL**

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

**GC-08**

**STANDARDS OF PERFORMANCE**

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

**GC-09 UNAUTHORIZED ACTIONS**

Any action taken by the Contractor that a reasonable person would consider to be materially out of conformance with the terms and conditions of the Statement of Work will be considered as unauthorized. LACMTA, in the reasonable exercise of its discretion, may determine that Contractor will not be compensated for any actions that are unauthorized as defined in the standard set forth above.

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

**GC-10 RIGHTS IN PROPERTY**

**GC-10-A Contractor's Property**

In the performance of the Work, Contractor will provide and maintain in good working condition all equipment set forth in Exhibit E. Contractor may bill LACMTA both start up and recurring costs for the Contractor-provided equipment as set forth in its Cost Proposal, Exhibit C. Contractor will bear all risk and expense of damage to or loss of Contractor-provided equipment, including damage occurring during normal scope of work. Any loss or failure of any Contractor-provided equipment will not excuse the Contractor from its performance of the Work. Upon termination or expiration of this Agreement, Contractor will return all LACMTA-funded equipment in its possession to LACMTA in the same condition in which it was provided to Contractor, less regular wear and tear.

**GC-10-B LACMTA's Property**

LACMTA will provide and maintain in good working condition the property set forth in Exhibit F. In the event of damage to or loss of LACMTA's property not caused by the negligence or willful misconduct of Contractor, Contractor will submit the replacement cost amount(s) to LACMTA as a clearly identified, separate item on its next Application for Monthly Payment. Upon termination or expiration of this Agreement, Contractor will return all LACMTA-owned equipment in its possession to LACMTA in the same condition in which it was provided to Contractor, less regular wear and tear.

**GC-11 CHANGES**

**GC-11-A Contract Amendment:**

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

**GC-12 NOTICE OF INTENT TO CLAIM AND CLAIMS**

- A. The Contractor shall give LACMTA written notice within forty-five (45) days of the discovery of any act or event ("Claim") for which it intends to seek adjustments to the Contract. The written notice will set forth the basis of the Claim and an estimate of any costs involved. The Claim shall be in sufficient detail to allow LACMTA to evaluate the Claim. Contractor will also furnish any additional information relating to the Claim as LACMTA may request.
- B. LACMTA will render a decision within forty-five (45) days of the receipt of the Claim and will provide Contractor with a written notice of the decision. If no written notice of the decision is received by the Contractor within forty-five (45) days of the receipt of Claim by LACMTA, or within any extended period mutually agreed to in writing by the Parties, the Claim will be deemed rejected by LACMTA.

Even though a Claim may be filed and/or in review by LACMTA, Contractor will proceed with its performance in accordance with the Contract, pending resolution of the Claim.

- C. Contractor may appeal a rejection of such Claim by filing, in writing, with the Executive Officer of Procurement within thirty (30) business days after rejection of the Claim. Should the Contractor dispute the results of the appeal, the Parties will follow the dispute resolution procedures described in GC-24.

**GC-13 RESOLUTION OF DISPUTES**

The Parties shall use their best efforts to resolve disputes under the Contract by submission of the dispute to LACMTA's Contract Administrator and the Contractor's Contract Administrator. If a dispute cannot be resolved at this administrative level, the Parties may mutually agree to utilize an alternative dispute resolution (ADR) process such as arbitration, mediation, or other recognized ADR process for settling a dispute.

**GC-14      TERMINATION**

**GC-14-A    Termination for Convenience**

Either Party may terminate this Agreement without cause by written notice sent at least six (6) months prior to the termination. The termination will be effective the first day of the month occurring at least six (6) months following the written notice.

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

If the termination is for the convenience of LACMTA, the Contractor shall submit a final invoice within one hundred twenty (120) days of termination and upon approval by LACMTA, LACMTA shall pay the Contractor based on the Services rendered prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

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

**GC-14-B    Termination for Default**

Notwithstanding any provision herein, either Party may terminate this Contract for default. The terminating Party may, at its discretion, set an effective date of termination sooner than the six (6) month notice period required for termination for convenience set forth above. Any termination for default will allow the defaulting Party at least a thirty (30) day period to cure the default, provided however, should the cure require more than thirty (30) days, the defaulting Party shall have a reasonable period of time to cure the default, provided the defaulting Party commences the cure within the 30-day period and continues to diligently prosecute the cure. The terminating Party will provide written notice of any termination for default, including written notice of any effective date. Upon the effective date, the Contractor shall: (a) discontinue services (b) deliver to the LACMTA all data, drawings, specifications, reports, estimates, summaries and such other information, and material as may have been prepared or developed by the Contractor in performing this Service Contract, whether completed or in process. For purposes of this section, default means a material failure on the part of either Party to perform its obligations under this Agreement such that a reasonable person would consider that Party to be in default.

Neither Party shall be entitled to anticipatory, incidental or consequential damages as a result of any termination under this Section.

**GC-14-C Termination Due to Non-Appropriation of Funds**

Notwithstanding any provision herein, LACMTA may terminate this Contract based upon non-appropriation of funds by LACMTA's Board of Directors, by providing written notice to Contractor no later than seventy-two (72) hours after LACMTA learns of said unavailability of funding and LACMTA shall provide Contractor with its effective date of termination.

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

**GC-15 ASSIGNMENT**

This Contract, any interest herein or claim hereunder, may not be assigned by Contractor, nor may all or any part of this Agreement be subcontracted by Contractor, without the prior written consent of LACMTA. Unless otherwise stated in LACMTA's written consent, consent by LACMTA will not be deemed to relieve Contractor of its obligations to comply fully with all terms and conditions of this Contract.

**GC-16 THE CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**

Contractor shall refer all inquiries from the news media to LACMTA and shall comply with the procedures of LACMTA regarding statements to the media relating to this Agreement or the Services. LACMTA shall refer all inquiries regarding the City of Los Angeles and Contractor's Department policies and procedures to Contractor. It is agreed and understood by both Parties that any media inquiries related to law enforcement activities is within Contractor's purview subject to Contractor's policies, procedures and California law.

**GC-17 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

**GC-18 SEVERABILITY**

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the Article, section, Subarticle,

paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract.

**GC-19 GOVERNING LAW**

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

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

**GC-20 LIABILITY AND INDEMNIFICATION**

**GC-20-A Indemnification**

1. Contractor will defend, hold harmless, and indemnify LACMTA, and its directors, officers, agents, and/or employees from any and all claims for loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each Party), which both arise out of this Contract (directly or indirectly) and to the extent they are caused by, or alleged to be caused by, the willful misconduct or negligent acts or omissions of Contractor, its officers, agents, and/or employees including, but not limited to, claims alleging Contractor's use of excessive force, violations by Contractor of state or federal civil rights laws, or claims arising from vehicular collisions between Contractor and a third party.
2. LACMTA will defend, hold harmless, and indemnify Contractor, and its directors, officers, agents, and/or employees from any and all claims for loss of or damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party), which both arise out of this Contract (directly or indirectly) and to the extent they are caused by, or alleged to be caused by, willful misconduct or negligent acts or omissions of LACMTA, its officers, agents, and/or employees.
3. This indemnity will survive expiration or termination of this Agreement.

**GC-21 NO WAIVER**

METRO PS5862100LAPD24750 ISSUED: 03.01.17	35	GC (SERVICES) PRO FORM 038 REVISION DATE: 03.09.17
---	----	--

**GC-21-A** Failure of LACMTA to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

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

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

**End of General Conditions (Services)**

METRO PS5862100LAPD24750 ISSUED: 03.01.17	36	GC (SERVICES) PRO FORM 038 REVISION DATE: 03.09.17
---	----	--

**EXHIBIT E – CONTRACTOR PROVIDED PROPERTY**

Item	Quantity
<b>A. IT Equipment</b>	
1. Handheld radios.	60
2. Astro Radio Charger	6
3. Radio Batteries	60
4. Vehicles MDC's Software Cost	76
5. MDC's Annual License Renewal	76
6. Radios for vehicles	76
7. New server for a new command location	1
8. Computer workstation software	50
9. Smart phone data plan	10
10. Smart phones	10
<b>B. Communication Equipment</b>	
1. Watch Commander Officer with associated monitors, etc.	1
2. MCC 7100 or TACPAC Radio Console for dispatch	1
3. Ring down hardline from LAPD to Metro Rail and Bus Center	2
<b>C. Vehicles*</b>	
1. BW-MFF	21
2. BW-Patrol	48
3. Dual Purpose	6
4. Motor Pool	5
5. Plain	1
6. UC	3
<b>D. Field Equipment</b>	
1. Shotgun with Tactical Light	60
2. Shotgun, Beanbag	60
3. Bar Code Reader & Computer for Kit Room Inventory	6
4. Crime Scene Tape (Roll)	120
5. Car Seat, Baby Carrier (0-6)	3
6. Bolt Cutters	2
7. Gloves (case)	10
8. Batteries, Eveready, Alkaline	10
9. Car Seat Juvenile Booster (6-12)	2
10. Face Masks (Case)	1
11. Patrol Rifle/Personal Shotguns Secure Locker	2
12. Admin Supplies	1
13. Camera, Digital	53
14. Undercover Officer Tactical Vests	5
15. Undercover Tactical Web Gear	5
16. Undercover cameras/surveillance/communication	1

- Said vehicles shall be purchased by Contractor on behalf of LACMTA and shall be funded by LACMTA together with maintenance and fuel costs (see Exhibit B). At the conclusion of this Agreement, Contractor shall transfer the pink slips of all vehicles to LACMTA.

## EXHIBIT F – LACMTA PROVIDED PROPERTY

LACMTA may provide a limited amount of resources to key law enforcement staff assigned to the Contract. In some cases these resources may have to be negotiated until a mutually acceptable agreement is reached. These resources will generally include:

- a) Office space and official vehicle parking at One Gateway Plaza;
- b) Office desks, computers and printers;
- c) Access to security kiosks, break rooms and restroom facilities;
- d) Access to limited shower and locker room facilities;
- e) Access to conference rooms;
- f) Photocopiers, telephones, network access and email;
- g) Transit passes for official use;
- h) Office space and official vehicle parking at the Rail Operations Center;
- i) Office space and official vehicle parking at select Bus & Rail Divisions;
- j) Mobile phone fare validators for each law enforcement official assigned to the Contract;
- k) Safety vest and hardhat;
- l) Access to LACMTA video surveillance feeds;
- m) Access to LACMTA radio frequencies (Operations and Security); and
- n) Sixty (60) Tasers and replacement cartridge as needed.

**EXHIBIT G – LIMITED NOTICE TO PROCEED**

METRO PS5862100LAPD24750 ISSUED: 03.01.17	39	EXHIBIT G – LIMITED NOTICE TO PROCEED
---	----	---------------------------------------



**Metro**

[charlie.beck@lapd.lacity.org](mailto:charlie.beck@lapd.lacity.org)

Sent via email

March 1, 2017

Chief Beck  
Chief of Police  
211 W. 1<sup>st</sup> Street  
Los Angeles, CA 90012

Dear Chief Beck:

**Subject: Contract No. PS5862100LAPD24750: Transit Law Enforcement Services – Limited Notice to Proceed**

The Los Angeles County Metropolitan Transportation Authority hereby referred to as Metro, issues this "Limited Notice to Proceed, (LNTP)," effective March 1, 2017, under Contract No. PS5862100LAPD24750, entitled "Transit Law Enforcement Services" to the City of Los Angeles through the Los Angeles Police Department (LAPD), to mobilize forces and equipment necessary to fulfill contract requirements for commencement of work.

On February 23, 2017, the Metro Board of Directors approved the recommendation of a five-year contract to LAPD, effective July 1, 2017 based on LAPD's proposal dated February 21, 2017, for a not-to-exceed amount of Three Hundred Sixty-Nine Million, Three Hundred Thirty Thousand, and Four Hundred Ninety-Nine Dollars (\$369,330,499). LAPD shall provide law enforcement services to support Metro's day to day operations across its entire service area as outlined in its contract with Metro and as directed by the Project Manager. The Metro Board also approved the mobilization of LAPD forces and equipment necessary for performing the work required under the contract.

Metro authorizes LAPD to mobilize work by means of this Limited Notice to Proceed (LNTP) for a not-to-exceed amount of Ten Million, Two Hundred Sixty-Six Thousand, and Ninety-Nine Dollars (\$10,266,099). LAPD will have up to four (4) months (up to June 30, 2017) to provide services under this Limited Notice to Proceed or until the execution of contract by both parties, LAPD and Metro.

The Project Manager, Mr. Alex Z. Wiggins, Chief Systems, Security and Law Enforcement Officer or his designee, will be responsible for providing direction and coordination of all work issued by means of this LNTP.

#### Scope of Work

LAPD will proceed with mobilization as directed by the Project Manager. Before work begins, LAPD shall provide a letter of self-insurance prior to the commencement of the Work, which shall state that Contractor's insurance meets the terms and conditions of Contract No. PS5862100LAPD24750.

Limited Notice to Proceed  
Transit Law Enforcement Services  
March 1, 2017  
Page 2

Mobilization shall include the following principal items:

- Establish LAPD's Transit Services Bureau;
- Gear-up to perform the necessary scope of work and functions identified under Contract No. PS5862100LAPD24750;
- Installation and acquisition of required communications, IT and tactical equipment; and
- Acquisition of patrol vehicles.

Personnel assigned on a full-time basis to the mobilization/transition team shall consist primarily of employees chosen to be part of the Transit Services Bureau. Cost estimates for services to be provided are based on a progressive build-out of the team beginning March 1, 2017 with a full build-out by July 1, 2017. Attached as Exhibit A is the deployment schedule.

This LNTP authorizes LAPD to begin work and LAPD shall not exceed the sum of Ten Million, Two Hundred Sixty-Six Thousand and Ninety-Nine (\$10,266,099) without further authorization from the Offices of System Security and Law Enforcement and Vendor/Contract Management. Invoices for work performed/completed shall be submitted to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
Contract No. PS5862100LAPD24750  
E-mail: AccountsPayable@metro.net

Services and/or materials provided under this LNTP shall be reimbursed based on actuals subject to limits provided in the attached Exhibit B – Rate Schedule.

Until contract documents are available for your signature, LAPD will perform work as directed per this Limited Notice to Proceed. All questions regarding the Statement of Work can be directed to Mr. Alex Z. Wiggins, Project Manager, at (213) 922-4433. Questions regarding this Limited Notice to Proceed and/or contract documents when received should be directed to the undersigned at (213) 922-7320.

Sincerely,

  
Aelyn Dumaua

Contract Administration Manager  
Vendor/Contract Management  
Metro  
(T) 213.922.7320  
(F) 213-922.1004  
(E) dumaua@metro.net

**EXHIBIT A – DEPLOYMENT SCHEDULE**  
**Limited Notice to Proceed - Contract No. PS5862100LAPD24750**

The following is the progressive build-out of personnel of the Transit Services Bureau:

DEPLOYMENT PERIOD (DP)	POSITION	QTY.
2 February 19, 2017 – March 18, 2017	Lieutenant II	1
	Lieutenant I	2
	Sergeant II	2
	Sergeant I	4
	Police Officer III	1
	Police Officer II	1
	SR MA II	1
	<b>Subtotal</b>	<b>12</b>
3 March 19, 2017 – April 15, 2017	Deputy Chief	1
	Commander	1
	Captain III	1
	Lieutenant II	1
	Lieutenant I	1
	Sergeant II	1
	Sergeant I	3
	Police Officer III	1
	CIAN II	1
	MA II	1
	Exec. Admin. Asst.	1
	Secretary	1
	<b>Subtotal</b>	<b>14</b>
4 April 16, 2017 – May 13, 2017	Detective II	1
	Sergeant I	18
	Police Officer III+I	4
	Police Officer III	1
<b>Subtotal</b>	<b>24</b>	
5 May 14, 2017 – June 10, 2017	Police Officer III	1
	Police Officer II	12
	MA II	1
	Sr. Admin. Clerk	2
	Admin. Clerk	4
<b>Subtotal</b>	<b>20</b>	
<b>TOTAL</b>		<b>70</b>

**EXHIBIT B - RATE SCHEDULE**  
**Limited Notice to Proceed - Contract No. PS5862100LAPD24750**

The following rates shall remain firm for the duration of this Limited Notice to Proceed.

**A. Personnel Costs**

POSITION	FY 16-17 MAXIMUM HOURLY DIRECT LABOR (DL) RATE	CAP 37 RATE	CAP AMOUNT	MAXIMUM FULLY BURDENED HOURLY RATE (DL + CAP)
Deputy Chief	\$116.57	149.85%	\$174.68	\$291.25
Commander	\$101.37	149.85%	\$151.90	\$253.27
Captain III	\$90.94	149.85%	\$136.27	\$227.21
Lieutenant II	\$84.25	149.85%	\$126.25	\$210.50
Lieutenant I	\$73.87	149.85%	\$110.69	\$184.56
Detective II	\$66.89	149.85%	\$100.23	\$167.12
Sergeant II	\$71.94	149.85%	\$107.79	\$179.73
Sergeant I	\$68.16	149.85%	\$102.14	\$170.31
Police Officer III+I	\$69.97	149.85%	\$104.85	\$174.82
Police Officer III	\$69.97	149.85%	\$104.85	\$174.82
Police Officer II	\$68.31	149.85%	\$102.36	\$170.67
Crime & Intel Analyst II	\$46.97	65.33%	\$30.69	\$77.66
Sr Mgmt Analyst II	\$68.73	65.33%	\$44.90	\$113.63
Management Analyst II	\$46.97	65.33%	\$30.69	\$77.66
Exec Admin Asst III	\$40.05	65.33%	\$26.16	\$66.21
Secretary	\$34.61	65.33%	\$22.61	\$57.21
Sr Administrative Clerk	\$36.10	65.33%	\$23.59	\$59.69
Administrative Clerk	\$29.24	65.33%	\$19.10	\$48.34

Total labor cost shall not exceed \$4,274,998.44.

**B. Start-up Costs**

Cost Category	Not-to-Exceed Amount
Communications	\$ 186,600.00
Info Technology and Tactical Equipment	\$ 1,132,380.00
Vehicles	\$ 4,672,120.56
<b>Total</b>	<b>\$ 5,991,100.56</b>

**1. Communication**

Item	Quantity
a) Watch Commander Officer with associated monitors, etc.	1
b) MCC 7100 or TACPAC Radio Console for dispatch	1
c) Ring down hardline from LAPD to Metro Rail and Bus Center	2

2. Info Technology and Tactical Equipment

Item	Quantity
a) Handheld radios.	60
b) Astro Radio Charger	6
c) Radio Batteries	60
d) Vehicles MDC's Software Cost	76
e) MDC's Annual License Renewal	76
f) Radios for vehicles	76
g) New server for a new command location	1
h) Computer workstation software	50
i) Smart phone data plan	10
j) Smart phones	10

3. Vehicles

Item	Quantity
a) BW-MFF	21
b) BW-Patrol	48
c) Dual Purpose	6
d) Motor Pool	5
e) Plain	1
f) UC	3

**COMPENSATION & PAYMENT PROVISIONS (FIRM FIXED PRICE)**

**CP-01 BASIS OF COMPENSATION**

Contractor shall be paid based on actual units of service performed on a daily basis, in accordance with the agreed upon deployment plan/schedule multiplied by the actual fully burdened rate of each personnel deployed under this Contract as detailed in Exhibit B.

**CP-02 MONTHLY PAYMENTS**

**A. Applicability**

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

**B. Definition**

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

**C. Application for Monthly Payment**

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

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

**D. Terms of Payment**

1. Contractor shall submit the Application to LACMTA, based on the Payment Schedule, within sixty (60) days from the end of each Contractor Deployment Period.

2. LACMTA will make Monthly Payments within thirty (30) days after its receipt of an undisputed and properly submitted Application. Upon receipt of an Application, LACMTA shall:
  - a. Review the Application to determine if it is complete and meets Contractual requirements.
  - b. Return any Application that is not complete or does not meet Contractual requirements, setting forth in writing the reasons for the determination.
  - c. No Payments shall be made for Work not performed in accordance with the Contract.

**CP-03 DEDUCTIONS**

LACMTA may deduct from each Monthly Payment any or all of the following:

1. Deductions from previously paid Monthly Payments, due to LACMTA's discovery of Deficiencies in the Work or non-compliance with the Specifications or any other requirement of the Contract

Contractor shall be notified of any identified discrepancy and shall have the right to dispute such discrepancy prior to any deduction taking place;

2. Sums expended by LACMTA in performing any of the Contractor's obligations under the Contract that the Contractor has failed to perform; and
3. The failure of LACMTA to deduct any of the above-identified sums from a Monthly Payment shall not constitute a waiver of LACMTA's right to such sums or to deduct them from a later Monthly Payment.

**CP-04 PAYMENT OF TAXES**

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

**FINAL PAYMENT****A. Final Acceptance**

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

1. Prior to Final Acceptance of the Contract, as provided in the General Conditions of this Contract, the Contractor shall prepare and submit an Application for Final Payment to LACMTA including:
  - a. The proposed total amount due the Contractor, segregated by items on the Payment Schedule, Amendments, Change Orders, and other bases for payment;
  - b. Deductions for prior Monthly Payments;
  - c. Amounts retained;
  - d. List of Claims the Contractor is filing concurrently with the Application for Final Payment, or a statement that no Claims will be filed with the Application for Final Payment; and
  - e. List of pending unsettled Claims, stating claimed amounts.
2. Prior Monthly Payments shall be subject to correction in LACMTA's review of the Application for Final Payment. Claims filed with the Application for Final Payment, or at any time thereafter prior to Final Payment, must be otherwise timely under the Contract and applicable Law.
3. LACMTA will review the Contractor's Application for Final Payment and will forward any required changes or corrections to the Contractor. Within thirty (30) days after receipt of required changes from LACMTA, the Contractor will make the changes, and, if applicable, list Claims that will be filed as a result of the required changes, and shall submit the revised Application for Final Payment. Upon acceptance by LACMTA, the revised Application for Final Payment will become the approved Application for Final Payment.
4. If no Claims have been filed with the initial or any revised Application for Final Payment and no Claims remain unsettled within thirty (30) days after Final Acceptance of the Work by LACMTA, and agreements are reached on all issues regarding the Application for Final Payment, LACMTA, in exchange for an executed release, satisfactory in form and substance to LACMTA, will pay the entire sum found due on the

approved Application for Final Payment, including the amount, if any, allowed on settled Claims.

5. The release from the Contractor shall be from any and all Claims arising under the Contract, except for Claims that with the concurrence of LACMTA are specifically reserved, and shall release and waive all unreserved Claims against LACMTA and its officers, directors, employees and Authorized Representatives. The release shall be accompanied by a certification by the Contractor that:
  - a. It has no reason to believe that any party has a valid Claim against the Contractor or LACMTA which has not been communicated in writing by the Contractor to LACMTA as of the date of the Certificate; and
6. The releases shall survive final payment if any Claims remain open, LACMTA may make Final Payment subject to resolution of those Claims. LACMTA may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount of the open Claims.

**B. Discovery of Deficiencies**

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

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

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

**C. LACMTA-Funded and LACMTA Provided Equipment**

All LACMTA-funded and LACMTA-provided equipment shall be returned by Contractor to LACMTA at the termination of this Contract with all the requisite paperwork, in the same condition in which it was provided to Contractor, less regular wear and tear.

**AUDIT REQUIREMENTS****A. Applicability**

This Section applies to the Contractor. The Contractor shall be subject to audit at any reasonable time by the Authorized Auditors for:

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

**B. Defined Terms**

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

**Authorized Auditors:** LACMTA employees, any firms appointed by LACMTA or other authorized agencies acting as agents of a Governmental Entity. For federally funded Contracts, Authorized Auditors shall also include the State Auditor or any of their duly authorized representatives.

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

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

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

**C. Access**

1. Records

Upon reasonable written advance notice to the Contractor with a copy sent to the Contractor's Authorized Representative, the Authorized

Auditors shall have access during Contractor's normal business hours to all Records related to Costs or performance of the proposed Modification for the purpose of Auditing.

**D. Records Retention**

The Contractor shall maintain all Records required under this Contract for a period of not less than three (3) years after the date of Termination, in whole or in part or Final Payment, whichever is later. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor shall maintain all Records related to this Contract until LACMTA or any Governmental Agency or their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

**E. Reproduction of Records**

The Authorized Auditors shall have the right to Reproduce any Contractor Records related to Costs proposed for a Modification. The Contractor shall make said evidence (or to the extent accepted by the Authorized Auditors, photographs, micro-photographs or other authentic reproductions thereof) available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge.

**F. Modifications**

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

**G. Defective Cost and Pricing Data**

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

**H. Disposition of Audit Findings**

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

1. Negotiate Modifications, or
2. Demand payment from the Contractor or adjust any Contractor's invoice to:

- a. Reduce amounts found by the Contracting Officer to be unallowable costs; or
- b. Adjust for prior overpayments or underpayments.

**Contract No. PS5862100LAPD24750  
Transit Law Enforcement Services  
EXHIBIT 1 - PAYMENT CERTIFICATION**

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

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

Firm:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Certifying Official:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date of Execution:

\_\_\_\_\_

**END OF COMPENSATION & PAYMENT PROVISIONS**