

INTRADEPARTMENTAL CORRESPONDENCE

July 14, 2026
8.1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE ELEVENTH AMENDMENT
TO THE LOS ANGELES CITY CONTRACT NO. C-129255
BETWEEN THE CITY OF LOS ANGELES AND THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners REVIEW and APPROVE the attached Eleventh Amendment to the Los Angeles City Contract No. C-129255 [Los Angeles County Metropolitan Transportation Authority (LACMTA), Contract No. PS5862100LAPD24750, Modification No. 11] between the City of Los Angeles acting by and through the Los Angeles Police Department (LAPD) and the LACMTA.
2. That the Board TRANSMIT the Eleventh Amendment to the Office of the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Eleventh Amendment upon Mayoral approval.

DISCUSSION

On February 23, 2017, the Los Angeles County Metropolitan Transportation Authority selected the Los Angeles Police Department under a competitive bid process to provide law enforcement services to the Los Angeles County Metropolitan Transportation Authority infrastructure, bus and rail lines, and ridership within the City of Los Angeles. The Los Angeles Police Department and the Los Angeles County Metropolitan Transportation Authority entered a five-year contract which became effective on March 1, 2017, and expired on June 30, 2022. The contract was then extended for three years requiring a new modification for each year.

This Eleventh Amendment changes the term of the contract price for Contract Modification No. 10. The period of performance is within the dates of Modification No. 10 adding additional costs required for the buildout of the "D" Purple Line extension including the one platform in City of Beverly Hills from March 1, 2026, through June 30, 2026. The not to exceed contract price of \$847,279,750.20 shall be increased by \$1,026,378 for a revised not to exceed contract price of \$848,306,128.

The Honorable Board of Police Commissioners

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Deputy City Attorney Samuel Petty, Public Procurement and Contract Division, has reviewed and approved this Eleventh Amendment as to form.

Should you have any questions concerning this request, please contact Commander Natalie Cortez, Commanding Officer, Transit Services Group, at (213) 922-3614.

Respectfully.

A handwritten signature in blue ink, appearing to read "Jim McDonnell", is written over a circular blue stamp.

JIM McDONNELL
Chief of Police

Attachments

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACT NO. PS5862100LAPD24750, MODIFICATION NO. 11**

FOR: TRANSIT LAW ENFORCEMENT SERVICES

This Contract Modification No. 11 to Contract No. PS5862100LAPD24750 effective May 7, 2026, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "LACMTA" or "METRO", and the City of Los Angeles, a municipal corporation acting by and through its Police Department (LAPD), hereinafter referred to as the "CONTRACTOR."

WHEREAS, CONTRACTOR and LACMTA entered into Contract No. PS5862100LAPD24750, effective March 1, 2017, subsequently modified by Modification No. 1, effective July 1, 2018, Modification No. 2 effective August 16, 2021, Modification No. 3 effective January 1, 2022, Modification No. 4 effective July 1, 2022, Modification No. 5 effective January 1, 2022, Modification No. 6 effective June 30, 2022, Modification No. 7 effective December 30, 2022, Modification No. 8 effective June 30, 2023, Modification No. 9 effective June 28, 2023, and Modification No. 10 effective June 30, 2025, hereinafter referred to as the "Existing Contract" and;

WHEREAS, CONTRACTOR and LACMTA desire to amend the Existing Contract as provided herein;

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

1. ARTICLE IV, COMPENSATION, SUBARTICLE .A – CONTRACT PRICE is revised to read as follows:

This is a no-cost modification. The not-to-exceed Contract Price of \$847,280,655.08 remains unchanged.

The Contract Price shall include additional law enforcement services to be provided by LAPD at the new D line stations opening on May 8, 2026. These changes are reflected in the updated Service Coverage (Attachment 2)

2. GC-14-A TERMINATION FOR CONVENIENCE

This modification replaces GC-14-A in its entirety to incorporate specific termination clauses and notice requirements in the event of termination or cessation of services at any or all stations located in the City of Beverly Hills. Additionally, it defines expedited timelines for meet-and-confer sessions and transition planning following a notice of termination.

The updated GC-14-A, Termination for Convenience, revised as of April 27, 2026, is incorporated herein by this reference, as an integral part of the Contract.

3. EXHIBIT A – STATEMENT OF WORK

Exhibit A - Statement of Work, revised as of May 28, 2025, is hereby deleted in its entirety and replaced with Exhibit A –Statement of Work, revised as of April 27, 2026. This revised Exhibit A is attached hereto, incorporated herein by this reference, and made an integral part of the Contract.

4. ATTACHMENT 2 – SERVICE COVERAGE

Attachment 2 - Service Coverage is being revised to include the following D line stations opening on May 8, 2026:

<u>New D Line Station</u>	<u>Location</u>
• Wilshire/La Brea	City of Los Angeles
• Wilshire/Fairfax	City of Los Angeles
• Wilshire/La Cienega	City of Beverly Hills

The updated list of service locations is incorporated herein as Attachment 2 – Service Coverage, revised as of December 30, 2025.

All other terms and conditions of Contract No. PS5862100LAPD24750 shall remain unchanged.

Attached are pages 33a and 33b, Exhibit A, and Attachment 2 of Contract No. PS5862100LAPD24750. Amendment revisions are identified by a denoted bar (I) in the border and are printed in bold and italics for easy reference.

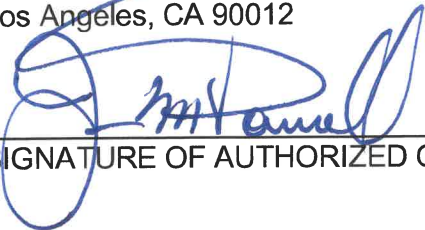
Except as expressly modified hereby, the Existing Contract, as modified, remains in full force and effect as originally executed.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Modification No. 11 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

CITY OF LOS ANGELES

c/o Los Angeles Police Department
100 W. 1st Street
Los Angeles, CA 90012



SIGNATURE OF AUTHORIZED OFFICIAL

BY: Jim McDonnell
(PRINT OR TYPE NAME)

CHIEF OF POLICE
(TITLE)

Date: 7-16-26

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO
City Attorney

By: _____
BRENT NICHOLS
Deputy City Attorney

Date: _____

**LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY**

STEPHANIE N. WIGGINS
CHIEF EXECUTIVE OFFICER

BY: _____

(DATE)

ATTEST:
Holly L. Wolcott
City Clerk

By: _____
Deputy City Clerk

Date: _____

GC-14-A Termination for Convenience

Either Party may terminate this Agreement without cause by written notice sent to LACMTA at least twelve (12) months prior to the termination. The termination will be effective the first day of the month occurring at least twelve (12) months following the written notice.

Notwithstanding the above, Contractor may terminate the provision of Services solely to the City of Beverly Hills upon providing written notice to LACMTA at least 30-days prior to the effective date of termination. Further, upon receipt of any written notice from the City of Beverly Hills indicating the City of Beverly Hills' intent to terminate the terms of its operational agreement with Contractor, Contractor shall, within 24 hours, transmit written notification to LACMTA identifying the notice received whether the termination is for convenience or cause. Contractor shall further provide LACMTA with as agreed upon correspondence related to such notice in a timely manner.

Further, upon receipt of any written notice from the City of Beverly Hills indicating the City of Beverly Hills' intent to terminate the terms of its operational agreement with Contractor, Contractor shall, within 24 hours, transmit written notification to LACMTA identifying the notice received, whether the termination is for convenience or cause. Contractor shall further provide LACMTA with correspondence related to such notice in a timely manner.

With the exception of termination of Services provided by Contractor to the City of Beverly Hills, commencing within thirty (30) days of notice of termination of the Agreement, the Parties will meet and confer on an ongoing basis to prepare a termination plan for the demobilization and transition of services to LACMTA or 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.

With respect to termination of Services provided by Contractor to the City of Beverly Hills, commencing within three (3) days of notice of termination of the Services, the Parties will meet and confer on an ongoing basis to prepare a termination plan for the demobilization and transition of services to LACMTA or another contractor. Contractor will cooperate with LACMTA in such planning and will provide in a timely fashion all agreed upon 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 12-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.

METRO PS5862100LAPD24750 ISSUED: 03.01.17	33b	GC (SERVICES) PRO FORM 038 REVISION DATE: 04.27.26
Modification No. 11		Contract No. PS5862100LAPD24750 CA: AQD

EXHIBIT A – STATEMENT OF WORK
Revised as of April 27, 2026

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 908,000 trips on its bus and rail systems daily.

Based upon business need, LACMTA resolved to award two (2) separate contracts to: City of Los Angeles and County of Los Angeles to provide law enforcement services within specified territorial coverage. LACMTA shall remain the lead agency for coordination. Contractors shall report directly to LACMTA’s System Security and Law Enforcement Department and collaborate on the following policing priorities:

- Crime deterrence to include vandalism and graffiti
- Visibility across the transit system
- Vulnerability to terrorism
- Prompt response times to emergency, priority, and routine calls for service
- Awareness and education regarding public safety
- Real-time statistical analysis to address emerging safety and security trends
- Protection of life and property
- Persistent pursuit and reduction of crime
- High visibility of sworn personnel presence throughout the transit system
- Counterterrorism prevention and reduction in vulnerability to terrorism
- Community public safety awareness and education

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 ten (10) geographically distinct bus divisions and seven (7) rail divisions servicing six (6) train lines. In addition to the rail lines, enhanced critical infrastructure staffing shall be provided at Union Station, 7th & Metro Station, Willowbrook/Rosa Parks Station, Foothill Extension, Emergency Security Operations Center (ESOC), Metro Transit Center, and D Line Extension to La Cienega. 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.

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1.0 SCOPE OF WORK

The Contractor must provide staffing levels to support a deployment model that provides coverage consistent with LACMTA's public safety multi-layered approach, based upon crime patterns and various data points. Contractor must provide staff with extensive law enforcement experience and provide only POST certified personnel to this Contract.

Contractor shall provide to LACMTA the specific number of resources assigned to ride LACMTA's buses and trains, patrol on foot, bus, and rail corridors, and reduce LACMTA's vulnerability to crime and terrorism. All resource deployment decisions shall be discussed in advance between the parties. If there is a disagreement regarding the deployment of Contractor resources on the LACMTA System, the parties shall endeavor in good faith to reach a mutually acceptable decision.

As LACMTA will award multiple contracts, Contractor will be required to coordinate services with LACMTA, other contracted law enforcement, and contracted security providers.

1.1 Specific Responsibilities

The selected Contractor(s) shall be responsible to complete or perform 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 basis;
- g) Prioritize riding LACMTA buses and trains, patrolling bus, and rail stations/corridors on foot with minimal vehicle patrol, and maintain high visibility, including at LACMTA critical infrastructure locations;
- h) Develop a system collaboratively with LACMTA to ensure effective law enforcement presence on the system
- i) Detain or arrest persons who are actively violating criminal statutes on LACMTA properties.
- j) Conduct mutually agreed upon grade crossing enforcement operations;
- k) Respond to incoming calls for service from LACMTA bus, rail and security dispatch centers;
- l) Respond to incoming complaints from LACMTA's Transit Watch program;
- m) Respond to LACMTA employee and citizen complaints related to criminal activity;
- n) Conduct community focused law enforcement activities when not handling a dispatched call;

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- o) Participate in LACMTA emergency and disaster preparedness planning and drills;
- p) Collaborate with social service agencies, the business community, and faith-based organizations to address unhygienic, inappropriate, unsafe, or general misuse of the LACMTA system by persons on the transit system;
- q) Enforce local, state, and federal laws by taking appropriate enforcement actions consistent with LAPD policy and applicable law, which may include effectuating a custodial arrest of persons who are actively violating criminal statutes on LACMTA properties;
- r) Attend weekly coordination meetings or other meetings as required;
- s) Always tap issued LACMTA Badge at TAP machines when boarding buses, riding trains, and accessing rail stations/corridors while patrolling;
- t) Deploy Body-Worn Cameras consistent with departmental policy.;
- u) Consistently apply the principles of Campaign Zero "Eight Can't Wait" in accordance with Departmental policies;
- v) Provide additional law enforcement services to address unforeseen events;
- w) Comply with the principles of Bias-Free Policing Policy (GEN 64 - Attachment 3) and Public Safety Analytics Policy (GEN 63 – Attachment 4);
- x) Collaborate with all levels of LACMTA to respond and asses criminal behavior in conjunction with the removal of encampments on LACMTA property consistent with City policy and applicable law;
- y) Provide prompt and effective response to incident calls for service on the transit system.
- z) Use information regarding crime trends and locations to focus law enforcement personnel and activities;
- aa) Deploy law enforcement personnel in a manner to maximize law enforcement presence on the transit system without impacting any of its other requirements under the Contract; and

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, except as provided below. Notwithstanding the foregoing, if an employee has a restriction, such as pregnancy, that falls under a protected class, the individual will remain on the roster but will not be billed to LACMTA. An employee who is sick or has been injured on duty

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will remain on the roster for 60 days. On the 61st day, the employee will be removed from the roster of TSD if they cannot perform their duties. Further LACMTA shall not require LAPD to take any employment action in violation of any law or LAPD policy.

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) Grade Crossing Enforcement
- h) 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 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 on the LACMTA System areas within the City of Los Angeles as provided in Attachment 2, revised as of December 30, 2025.

As LACMTA approaches and implements new public safety programs, LACMTA may request resources to be adjusted (reduced or increased), at any time, in whole or in part. Further, at the beginning of each Contract year, the Parties may meet to discuss and examine ridership statistics for the prior years to identify days (individually, a "Light Ridership Day") for which ridership was reduced in comparison to the baseline ridership for days of that Contract year. For any

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day of the upcoming Contract year that is expected to be a Light Ridership Day, the Parties shall develop a reduced deployment plan in writing and LAPD shall staff according to that plan. Notwithstanding anything in this Agreement to the contrary, LAPD shall not be obligated to deploy for the specified Contract year during a Light Ridership Day in excess of the staffing obligations contained in the written reduced deployment plan developed pursuant to this Section 1.3. Absent a written reduction plan, all other agreed to deployment shall remain.

The law enforcement services provided under this Agreement shall be consistent with the Charter of the City of Los Angeles, the laws of California, and the policies and procedures of the LAPD. The law enforcement services provided under this Agreement shall not reduce the Contractor's normal and regular ongoing services.

The Parties agree that Contractor's role shall be proactive and preventative. However, LACMTA understands and agrees that the provisions of the Services provided under this Agreement do not guarantee the absence of crime.

Contractor shall have the obligation to patrol and provide law enforcement at specific locations and times according to a plan determined by LACMTA subject to written revision by the Chief of Police if the Chief of Police reasonably determines that a revision to the deployment plan is necessary because lives or property are in imminent danger and provides clearly articulated written support

of such imminent danger, including factual support of the imminent danger, to LACMTA.. Under such circumstances, Contactor shall use its best efforts to provide as many services as practicable.

LACMTA reserves the right to request the Contractor to work in partnership with other law enforcement agencies to provide enhanced law enforcement services to address safety, health, and security issues on the LACMTA system, as deemed necessary.

1.4 Management and Administrative Duties of Contractor's Personnel.

- a) The Contractor will monitor complaint allegations against Contractor Personnel assigned to the Contract, including those specifically related to racial discrimination, excessive force, and sexual harassment during the course of their duties as a law enforcement officer.
- b) To the extent permitted under LAPD policy and applicable law governing the rights of police officers, Contractor shall not assign personnel with sustained (as defined in California Penal Code Section 832.8(b) misconduct complaints specifically related to racial discrimination, excessive force, and sexual harassment) to the LACMTA Contract.
- c) LACMTA reserves the right to request the Contractor to

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remove/reassign/substitute contracted personnel from working on the LACMTA system by so notifying the Contractor in writing.

2.0 REPORTING REQUIREMENTS

2.1 Reports

The Contractor shall submit to LACMTA, the following reports and documents as required, relating to Contractor's performance under this Contract:

- 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, sufficient to establish the employees' hours and activities for the day, to LACMTA weekly;
- c) Monthly summary of crime activity, citations issued, arrests made;
- d) Monthly summary of commendations and complaints;
- e) Monthly summary and general nature of complaints against Contractor personnel assigned to the Contract;
- f) Monthly Report on the number of cases for follow-up investigation and the subsequent disposition that creates both comprehensive and mutually beneficial communication between local law enforcement agencies (beyond contracted partners), the District Attorney's Office, Probation Department, and local court systems to develop efficient protocols for Metro's Be on the Lookout (BOLO) notices and Stay Away Orders.
- g) After-Action Reports following special operations, emphasis details and/or major incidents;
- h) Annual Community Policing Plan;
- i) Monthly summary of Problem-Oriented Policing projects;
- j) Law Enforcement Sensitive Reports, consistent with applicable law;
- k) 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;:-
- l) Body worn camera evidence will be provided to LACMTA consistent with existing law and agency policies;
- m) Contractor will collect and report data consistent with local, state, and federal laws and regulations;
- n) Annual review of Use of Force Policy; and
- o) Annual review of Bias Free Policies

The following LACMTA-related data will be provided upon LACMTA's request:

- a) The time/date/category/disposition of calls for service
- b) Incident response times
- c) Ratio of proactive versus dispatched activity
- d) Number of criminal citations/infractions/violations issued
- e) Number of misdemeanor and felony arrests
- f) Real Time Crime Analysis Data
- g) To the extent not inconsistent with LAPD's obligations under applicable law, LAPD shall in good faith initiate actions in furtherance of complying with the following:
 - i) Provide the following GIS data (Raw or API format): Spatial (Location-Based): Location of crimes attended, time and location stamped
 - ii) Provide the following GIS services: the ability to identify, track, and log mobile assets in real time: Vehicles, radios, mobile phone, and other GPS enabled equipment.
- h) Reporting that addresses and provides confirmation of the visible Contractor staffing on Metro's transit system.

Contractor must periodically provide a digital map displaying for review and decision-making, number of crimes by type and geographical location that occur on the LACMTA system, and an overlay of routine patrol deployments by bus, rail, and patrol car.

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, LACMTA Transit Watch tools, Mobile Video Surveillance Tools and access to video feeds where possible.

2.2 Monthly Key Performance Indicators

LACMTA shall, in consultation with Contractor, establish on an annual basis, monthly key performance targets to measure Contractor's performance based on Contractor's recommended quantifiable performance metrics on the following :

- a) The time spent performing other LACMTA related law enforcement activities, including on/in bus stops, transit centers, train platforms, plazas, stations, buses, trains, and while on foot and/or vehicle and motor patrols;
- b) Time spent on LACMTA system per shift;

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- c) Provide the ratio of staffing levels and vacant assignments on a monthly basis;
- d) Provide the ratio of proactive versus dispatched activity on a monthly basis;
- e) Number of bus and train boardings per shift on a monthly basis;
- f) Provide fixed post locations on a monthly basis;
- g) Provide the number of TAP Inspections on a monthly basis;
- h) —Response times to calls for service to be provided on a monthly basis;
- i) Decreases/Increases in crime to be provided on a weekly/monthly basis;
- j) Number of Grade crossings operations on a monthly basis;
- k) Number of sustained (as defined in California Penal Code Section 832.8(b), specifically, “sustained” means a final determination by an investigating agency, commission board, hearing officer, or arbitrator as applicable, following an investigation and opportunity for an administrative appeal pursuant to sections 3304 and 3304.5 of the Government Code that the actions of the peace officer or custodial officers were found to violate law or department policy) misconduct complaints against Contractor’s field law enforcement personnel on the LACMTA system:
 - Month and year incident occurred;
- l) Number of contacts with LACMTA personnel
- m) —Provide the number of administrations of Narcan on a monthly basis;
- n) —Number of Surges to included results that capture crime before and after the event. Data to also include all contacts, arrests, weapons recovered, etc.
- o) Increase by 20% in community engagements by Senior Lead Officers, including social media engagement to highlight law enforcement engagement on the system;
- p) Unusual/special events, capture number of personnel assigned to ESOC and the number of personnel increased to support unusual/special event

LACMTA will provide to Contractor details of each required key performance indicators (“KPI”), including definitions, raw data required and calculations. Contractor must meet all KPIs at a minimum of 90% performance levels. LACMTA will use these KPIs as part of the contract monitoring and evaluation process.

3.0 COMMUNITY POLICING

The Contractor shall update and submit annually LAPD’s Community Polieing 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.

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As part of the Community Policing Plan, the Contractor should 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.

The Contractor must 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.

4.0 CONTRACTOR RESOURCES

The Contractor shall provide the equipment listed in Exhibit E.

5.0 LACMTA RESOURCES

LACMTA shall provide the equipment listed in Exhibit F.

6.0 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, including but 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").
- LAPD not to exceed 20 hours of care and maintenance per K9 Officer per Deployment Period

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

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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 will be directed through the Commanding Officer of TSD. 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.

7.0 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.

8.0 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.

Nine (9) months prior to the expiration of the contract, the Contractor shall provide a demobilization plan for approval by LACMTA. No later than three (3) months prior to contract end date, Contractor shall, in accordance with the LACMTA approved demobilization plan, commence demobilization activities which shall include but shall not be limited to the following:

- Redeploy personnel;
- Transfer/return LACMTA funded equipment to LACMTA;

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- Clean and vacate LACMTA provided office space; and
- Turnover to LACMTA all critical files/data

9.0 TRANSITION TO A UNIFIED TRANSIT ENFORCEMENT APPROACH

In the transition from a multi-agency law enforcement approach to an independent LACMTA Public Safety Department (i.e., TSO's, Contract Security, and Ambassadors), Contractor shall provide LACMTA with as-needed support and assist in the assimilation of new personnel, in a manner to be mutually agreed upon and memorialized in writing.

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ATTACHMENT 2 – SERVICE COVERAGE

Revised as of 12/30/25

Law Enforcement & Security Deployment

SERVICE AREA	LAPD	LASD	Metro	Pvt Secty	SERVICE AREA	LAPD	LASD	Metro	Pvt Secty
Special Rail Detail Locations									
Union Station	All				Harbor/Gateway				All
K-9 Explosive Unit	On Call	All County			El Monte Transit Ctr				All
7th St./Metro Ctr.	All				Bus Riding Patrol				
WB/Rosa Parks		All County		All	Westside	All			
Metro Transit Center			All	All	San Fernando Valley	All City	All County		
Emergency Security Operations Center (ESOC)	As Required	As Required			Central	All			
Rail									
A Line (Pomona - Long Beach)	All City	*All County	All	EOL	Mid-City	All			
B Line (Union Station - No. Hollywood)	All				South LA	All			
C Line (Norwalk - Redondo Beach)	All City	All County			San Gabriel Valley		All		
D Line (Union Station - La Cienega)	#All City				Gateway Cities		All		
E Line (East Los Angeles - Santa Monica)	All City	All County			South Bay		All		
K Line (Expo/Crenshaw - Westchester/Veterans)	As Required	As Required			Silver Line	All City	All County		
Metro Security									
Revenue Protection			All		Northwest Bus		All		
Station Closures			All		Rail to Rail/Walk Path			All	All
Gateway Complex			All						
Fare Compliance			All						

* Excludes Long Beach for "All County"

Operational Agreement
Between
The City of Los Angeles, by and through the Los Angeles Police Department
And
The City of Beverly Hills, by and through the Beverly Hills Police Department

This Operational Agreement (Agreement) is entered into between the Los Angeles Police Department (LAPD), and the Beverly Hills Police Department (BHPD) for the purpose of ensuring the continued collaboration of the agencies in providing their respective law enforcement services relative to the Los Angeles County Metropolitan Transportation Authority (Metro) "D" Line train, which includes stops at Wilshire/La Cienega and Beverly Drive in the City of Beverly Hills.

Pursuant to Contract No. 129255 (LAPD Contract) between the City of Los Angeles and Metro, the LAPD will provide law enforcement services related to the Metro "D" Line train in accordance with the terms of the LAPD Contract. This Agreement does not modify the terms of said contract. Rather, this Operational Agreement is intended to add clarity and certainty regarding the respective law enforcement roles of both LAPD and BHPD in addressing public safety concerns and responding to calls for service as they pertain to the Metro line.

I. Role of the Los Angeles Police Department

- A. Consistent with its responsibilities pursuant to the LAPD Contract and this Agreement; and in accordance with its department policies, including any applicable reporting requirements, LAPD will:
1. Provide law enforcement services solely below ground level (including stairs, elevators, platforms, and rail lines) at the Wilshire/La Cienega and Beverly Drive stations ("Service Area"), upon the official opening of each location.
 2. Respond to calls for service within the Service Area.
 3. Respond to calls for service from BHPD for incidents within the Service Area. Should LAPD resources not be available, BHPD will respond within the Service Area.
 4. Transfer arrestees to BHPD for further processing and/or booking. LAPD will complete and provide a booking card to BHPD at the time of transfer. LAPD will also provide, as soon as practicable, a courtesy report which will include information needed by BHPD for a Probable Cause Declaration.
 5. Retain custody of arrestees involved in a reportable use of force, a crime committed against an LAPD officer, when an arrestee is in custody solely for a LAPD warrant, or when LAPD determines, based on the facts and circumstances of the arrest, that the arrestee should be booked by LAPD.

6. Provide BHPD timely electronic access to all crime and arrest reports, body-worn camera recordings and other documents necessary for BHPD to complete its responsibilities under this Agreement.

B. LAPD retains the authority to investigate:

1. LAPD officer-involved shootings.
2. LAPD officer uses of force.
3. Complaints against LAPD officers.

II. Role of Beverly Hills Police Department

- A. BHPD retains its jurisdictional law enforcement authority and responsibilities and agrees that any law enforcement action taken by LAPD within the City of Beverly Hills pursuant to this Agreement and the LAPD Contract is authorized by California Penal Code section 830.1(a)(2).

Consistent with its responsibilities pursuant to this Agreement; and in accordance with its department policies, including any applicable reporting requirements, BHPD will:

1. When notified of an arrest by LAPD, BHPD will respond to the appropriate Metro line street level entrance/exit without undue delay to meet LAPD to accept custody of persons arrested in the Service Area by LAPD.
2. Furnish jail facilities and accept excess personal property of LAPD arrestees.
3. Transport LAPD arrestees to the BHPD jail facility and complete the booking of the arrestees consistent with BHPD's existing protocols and approval procedures, including the electronic submission of a Probable Cause Declaration, as appropriate.
4. Make the final determination for a physical arrest, booking, citation, and field release from custody.
5. Transport LAPD arrestees who are booked and in the custody of BHPD, to arraignment at the appropriate court.
6. Conduct follow-up investigations of crimes and arrests initially handled by LAPD, as appropriate.
7. Present cases for criminal filing consideration and handle any related court proceedings.
8. Respond to major incidents in the Service Area, which may require specialized resources such as Special Weapons and Tactics (SWAT), K9, and Bomb Detection and mitigation. Such resources may be from another law enforcement agency.

III. LAPD and BHPD mutually agree to the following:

- A. The watch commanders/supervisors of their respective agencies are responsible for maintaining open communication relative to operational issues that may impact either agency. Contact information for each watch commander/supervisor shall be provided in writing by each agency to the other.
- B. Each agency shall include the other in the planning process for events that may impact the other's operations, whether they are pre-planned or spontaneous events.
- C. Each agency shall include the other in its notifications of serious incidents of mutual concern.
- D. Both agencies shall utilize the National Incident Management System (NIMS), Command and Management component, including the Incident Command System (ICS).

IV. Crime Statistics and Reporting for the Service Area

LAPD and BHPD shall coordinate their reporting of crime statistics and information to avoid duplicate reporting. BHPD will maintain crime statistics for the Service Area. LAPD arrestees who are transferred to the custody of BHPD shall be reported by BHPD to the California Department of Justice and the National Incident-Based Reporting System (NIBRS), as required. Statistics for LAPD non-custodial arrests and citations in the Service Area shall be maintained by both agencies, but will only be reported by BHPD to avoid redundancy.

V. Radio Communications

BHPD and LAPD agree to share radio frequency information and to collaborate to ensure compatibility of their radio communications.

VI. Appointment of Liaisons

LAPD and BHPD shall each appoint a liaison to maintain communication regarding the performance of their agency's respective obligations under this Agreement. Contact information for each liaison shall be provided in writing by each agency to the other.

VII. Public Safety Kiosk/Public Safety Center

BHPD agrees that LAPD personnel assigned to the Service Area are permitted to use the Public Safety Kiosk and the Public Safety Center located on the street level of Metro stations in the Service Area.

VIII. Parking

BHPD agrees to provide secure parking for LAPD personnel assigned to the Service Area. A minimum of ten (10) parking spaces will be reserved for LAPD personnel.

IX. Indemnification

- A. To the fullest extent permitted by law, and except to the extent of the active negligence or willful misconduct of LAPD, or any of its boards, officers, agents, employees, assigns, and successors in interest, BHPD shall indemnify and hold harmless LAPD and any of its boards, officers, agents, employees, assigns, and successors in interest (collectively, the “LAPD Indemnitees”) from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney’s fees (both in-house and outside counsel), costs of experts and consultants, and all actual litigation costs incurred by LAPD (collectively, “Defense Costs”); damages, judgments, penalties, fines, or liability of any nature whatsoever; and any loss, cost, or expense arising from death or injury to any person, including BHPD’s employees and agents, or damage to or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by BHPD, its subcontractors of any tier, or their respective boards, officers, agents, employees, assigns, and successors in interest (each a “BHPD Covered Claim”).

BHPD shall have no obligation to indemnify LAPD for any indirect, consequential, special, or punitive damages.

- B. To the fullest extent permitted by law, and except to the extent of the active negligence or willful misconduct of BHPD, or any of its boards, officers, agents, employees, assigns, and successors in interest, LAPD shall indemnify and hold harmless BHPD and any of its boards, officers, agents, employees, assigns, and successors in interest (collectively, the “BHPD Indemnitees”) from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney’s fees, costs of experts and consultants, and all actual litigation costs incurred by BHPD (collectively, “Defense Costs”); damages, judgments, penalties, fines, or liability of any nature whatsoever; and any loss, cost, or expense arising from death or injury to any person, including LAPD’s employees and agents, or damage to or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LAPD, its subcontractors of any tier, or their respective boards, officers, agents, employees, assigns, and successors in interest (each a “LAPD Covered Claim”).

LAPD shall have no obligation to indemnify BHPD for any indirect, consequential, special, or punitive damages.

- C. The obligations of the parties under this provision shall survive the expiration or termination of this Contract for any reason, and shall remain in full force and effect until the later of (a) the expiration of the applicable statute of limitations for any claim that has been or could be asserted, or (b) the final resolution (including exhaustion of all appeals) of any claim pending at the time of expiration or termination.

X. Term

- A. The term of this Agreement is one-year starting from the date LAPD law enforcement services commence in the Service Area and may be renewed annually by a written amendment duly executed by the agencies. Either agency may terminate this Agreement for any or no reason by providing the other with not less than thirty (30) days' prior, written notice. In the event of a breach of this Agreement, LAPD and BHPD agree that the breaching agency shall be given written notice of the breach and thirty (30) days to cure their breach. If the breaching agency fails to cure their breach within such time period, the non-breaching agency may thereafter terminate this Agreement for breach upon thirty (30) days' notice.
- B. All notices required under this provision of the Agreement shall be delivered by certified mail, return receipt requested to the recipient identified below, and shall be deemed delivered five days from the date of mailing:

LAPD: Los Angeles Police Department
Transit Services Group
Commander Natalie Cortez
100 W. 1st Street, MS#1002
Los Angeles, CA 90012

BHPD: Beverly Hills Police Department
Police Chief Max Subin
464 N. Rexford Drive
Los Angeles, CA 90210

XI. Dispute Resolution

BHPD and LAPD liaisons shall meet and confer in good faith and attempt to resolve any dispute arising from this Agreement. Any dispute that remains unresolved for a reasonable time, as determined by either agency, shall be elevated for resolution through each agency's chain of command up to and including each agency's Chief of Police.

XII. Laws and Regulations

Each agency shall comply with any and all applicable local, state, and federal laws, statutes, regulations, and orders in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be construed as conflicting with said laws, statutes, regulations, and orders.

XIII. Entire Agreement

This document sets forth the entire understanding and agreement of BHPD and LAPD with respect to the subject matter herein, and supersedes any previous written or oral representations and understandings. This Agreement may only be amended in a writing signed by the parties.

SIGNATURE PAGE FOLLOWS

This Memorandum of Agreement is entered into by the Los Angeles Police Department and the Beverly Hills Police Department.

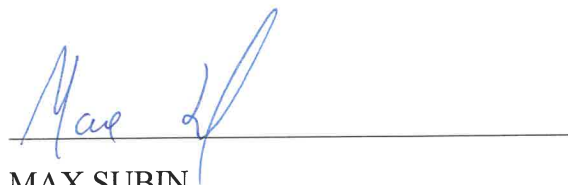
FOR THE LOS ANGELES POLICE DEPARTMENT:

A handwritten signature in blue ink, appearing to read "Jim McDonnell", written over a horizontal line.

JIM McDONNELL
Chief of Police

Date: 7-16-26

FOR THE BEVERLY HILLS POLICE DEPARTMENT

A handwritten signature in blue ink, appearing to read "Max Subin", written over a horizontal line.

MAX SUBIN
Chief of Police

Date: 7-21-26