

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: June 8, 2018

CAO File No. 0220-05356-0001  
 Council File No. 16-0358, 18-0600-S116, and 18-0600-S135  
 Council District: All

To: The Mayor  
 The Council

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

Reference: Board of Police Commissioners transmittal dated May 9, 2018 (Attachment 1); referred for report May 25, 2018.

Subject: **REQUEST FOR AUTHORITY TO EXPEND FUNDS, RECOGNIZE INCREASED REVENUES, ADD POSITION AUTHORITY, AND AMEND CONTRACT NO. C-129255, RELATIVE TO PROVIDING TRANSIT LAW ENFORCEMENT SERVICES TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

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### RECOMMENDATIONS

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

- a. Instruct the Los Angeles Police Department to front-fund \$5,174,640 of expenses from its 2018-19 Adopted Budget for additional 2018-19 expenses to enhance services and administrative capacity for the Los Angeles County Metropolitan Transportation Authority (LACMTA) as follows:

Fund/Dept.	Account No.	Account Name	Amount
100/70	001010	Salaries General	\$599,664
100/70	001012	Salaries Sworn	1,471,116
100/70	001092	Overtime Sworn	3,058,860
100/70	006010	Office and Administrative	45,000
<b>Total</b>			<b>\$5,174,640</b>

- b. Recognize increased 2018-19 Police Department General Fund revenue from the LACMTA, Revenue Source Code 4603 – Services to LACMTA, of \$6,254,417;
2. Authorize by resolution, 23 positions in the Los Angeles Police Department from July 1, 2018 through June 30, 2019 as follows:

Position Title	Class Code	No. of Positions
Police Sergeant I	2227-1	2
Police Officer I	2214-1	13
Management Analyst	9184	2
Crime and Intelligence Analyst I	2236-1	1
Senior Administrative Clerk	1368	3
Administrative Clerk	1358	2
<b>Total</b>		<b>23</b>

3. Authorize the Chief of Police, or designee, to negotiate and execute a First Amendment to Contract C-129255 between the City of Los Angeles and the LACMTA in a substantially similar form to the proposed Amendment on pages 11 to 14 of Attachment 3 – Transit Services Bureau Report to the Chief of Police. This First Amendment will modify Sections GC-14 – Termination for Convenience and GC-14-B Termination for Default, by extending the minimum time period for contract termination between the City and LACMTA from six to 12 months, subject to the review and approval of the City Attorney as to form; and,
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, 2017, the Council authorized the Los Angeles Police Department (LAPD) to execute a five-year contract with 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). The contract included a total compensation amount of \$369.33 million commencing on July 1, 2017.

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

Subsequent to release of the Mayor's 2018-19 Proposed Budget, the Board of Police Commissioners approved a contract adjustment authorization issued by LACMTA on May 2, 2018 with an effective date of July 1, 2018 relative to Transit Law Enforcement Services Contract No. PS5862100LAPD24750 (City Contract No. C-129255). This document authorizes the City to increase its expenditures by up to \$35.33 million during Years Two through Five of the contract for the purpose of enhancing services and administrative capacity (see page 15 of Attachment 3 – Transit Services Bureau (TSB) Report to the Chief of Police). This additional spending authority increases the contract's potential compensation from \$369.33 million to \$404.66 million. In addition, LACMTA issued a Limited Notice to Proceed (LNTP) on March 1, 2017 which authorized the LAPD to mobilize forces and equipment necessary to fulfill its contractual requirements starting July 1, 2017. Costs incurred under the LNTP were approximately \$6.5

million which further increases the contract's potential compensation to \$411.16 million. Other factors that could impact the final five-year compensation amount for the contract include: 1) Costs exceeding contractual levels due to LACMTA requesting increased deployments to address changing threat levels, special events, and/or increased crime suppression being necessary; 2) Cost savings if the City were unable to meet planned deployment levels and/or staffing full-time or overtime shifts with officers of a lower position or paygrade than planned; 3) Unanticipated costs for equipment or other expenses; and/or, 4) Changes to Cost Allocation Plan rates.

Exhibit A -- Statement of Work, Section 7.0 and 9.0 of the contract, and the recently issued contract adjustment authorization (see page 15 of Attachment 3 – Transit Services Bureau (TSB) Report to the Chief of Police), provide for LACMTA increasing the contract's authorized funding as necessary to fully reimburse the City for costs authorized by LACMTA. LACMTA reports that it will determine whether additional funding will be required at the end of Year Three of the contract when it will have sufficient contract utilization history to better estimate the five-year cost of the contract. With such contractual guarantees and LACMTA's positive record in reimbursing the City, there appears to be minimal risk to the City in approving the proposed increase to LAPD services, despite the contract not being amended to increase the compensation amount at this time. The City Attorney has opined that LACMTA's issuance of the contract adjustment authorization is legally sufficient documentation to begin providing the increased services being requested by LACMTA while delaying execution of a formal contract amendment for increased compensation until such time as it is determined necessary to reimburse City expenses above the current contract limit of \$363.33 million.

#### Service Enhancements and Changes

The LACMTA contract adjustment authorization provides funding for various increases in personnel, services, supplies, and other items as detailed in Attachment 2 – Department Report to the Board of Police Commissioners. These changes consist primarily of the following:

- Adding ten full-time civilian positions to address understaffing identified through the Department's experience of administering the first year of the contract. These staff will process LACMTA billing and provide sick and injured-on-duty reporting, subpoena coordination, crime statistic reporting, social media monitoring, and crime bulletin preparation;
- Modifying the LACMTA dedicated Homeless Outreach and Proactive Engagement (HOPE) team from an overtime basis to 11 full-time officers;
- The addition of a full-time K-9 – Bomb Unit;
- Increased coverage of transit rail lines from 9:00 PM to 6:00 AM with the addition of ten full-time officers covering five rail lines in teams of two;
- Increased overtime funding for mandatory LACMTA training of officers not previously assigned to LACMTA deployments; an increase to the overtime reserve; and addition of premium pay funding for the ten premium holidays;
- Funding for community outreach and engagement items (foil badge stickers, coloring books, pens, etc.) to promote and facilitate community outreach ; and,
- Increased funding for office supplies.

If approved, these changes will increase LAPD's LACMTA assigned staffing from the 94 positions included in the 2018-19 Adopted Budget by 23 positions, for a total of 117 full-time positions, consisting of 91 sworn and 26 civilian positions. In order to allow the Department to move forward with filling these critical positions in the TSB and backfill as necessary to avoid negative impacts on regular Department operations, it is recommended that 23 resolution authority positions be authorized from July 1, 2018 through June 30, 2019. 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 (ERD) of the Office of the City Administrative Officer will conduct paygrade determinations for applicable positions. The review of out-year position authorities will be addressed as part of the annual budget process.

The Department has projected that in addition to the funding provided in the 2018-19 Adopted Budget, it will incur expenses totaling \$8.34 million in 2018-19 for the service enhancements and increased staffing being authorized by LACMTA.

<b>FY 2018-19 LACMTA Service Enhancements Estimated Expenditures</b>			
<b>Account</b>	<b>Direct Costs</b>	<b>Related Costs</b>	<b>Total</b>
Salaries General	\$599,664	\$464,619	\$1,064,283
Salaries Sworn	1,471,116	2,309,652	3,780,768
Overtime Sworn	3,058,860	390,311	3,449,171
Office and Administrative	45,000	-	45,000
<b>Total</b>	<b>\$5,174,640</b>	<b>\$3,164,582</b>	<b>\$8,339,222</b>

As the Department has sufficient funding to front-fund these expenses until the First Financial Status Report (First FSR) is issued in or around October 2018, it is recommended that the Department manage its cash flow internally until it can be addressed in the First FSR. At that time, this Office can review the Department's cash flow needs and recommend options such as a Reserve Fund loan to the Department, appropriation of LACMTA revenue, utilizing departmental savings, or identifying another source of funds. This approach is recommended as opposed to issuing a Reserve Fund loan on July 1, 2018 to allow the City to complete the General Fund reversion process and ensure that the Reserve Fund remains at or above the five percent policy level. The Department supports this approach, provided it can proceed with hiring the 23 new positions and account for the LACMTA expansion costs separately when projecting Departmental expenditures so that non-LACMTA operations are not negatively impacted by the delay in determining the source of front-funding for LACMTA related expenses. It is also recommended that the Department's 2018-19 LACMTA revenue budget be increased from \$64.21 million to \$70.47 million to reflect the portion of these expenses to be collected in 2018-19 (\$6.25 million), assuming the current three month reimbursement process. The remaining \$2.08 million in 2018-19 expenses are anticipated to be fully reimbursed in early 2019-20.

#### LACMTA Contract Modification

The LACMTA contract (Section GC-14 – Termination) allows for LACMTA or the City to cancel its contract for convenience or default with a minimum of six months notice prior to the termination of City services. LACMTA and LAPD have mutually agreed it is in the interest of both parties and



the public that this minimum period be increased to 12 months to ensure sufficient time for all parties to address the complex and time-consuming steps required to safely transition transit security to a new security provider. This modification is administrative and therefore does not require LACMTA Board approval; City Council approval is however, required.

#### Related Department Report Backs

During its deliberations on the 2018-19 Adopted Budget, the Council directed the Department to report back on the following items which relate in whole or in part to the changes being proposed by LACMTA:

- Civilian and sworn staffing levels--Budget Memo Nos. 14 and 161 (C.F. 18-0600-S135); and,
- Implementation of the LACMTA HOPE team—Budget Memo No. 95 (C.F. 18-0600-S116)

The Department will follow-up as necessary to provide additional detail on these items and how it will address the issues raised during budget deliberations.

#### **FISCAL IMPACT STATEMENT**

Approval of the recommendations within this report will allow for the expenditure of up to \$5,174,640 in direct costs and \$3,164,582 in related costs for a total of \$8,339,222 through June 30, 2019. Reimbursements from the Los Angeles County Metropolitan Transportation Authority (LACMTA) are anticipated to offset \$6,254,417 of this expense in 2018-19, thereby reducing the potential impact to the General Fund to \$2,084,805 in 2018-19. The actual impact to the General Fund in 2018-19 will depend upon the source of funds identified for these expenses in the First Financial Status Report of 2018-19, including the options of a Reserve Fund loan to the Department, appropriation of LACMTA revenue, utilizing departmental savings, or identifying another source of funds. With a Reserve Fund loan or appropriation of LACMTA revenue, the \$2,084,805 of 2018-19 expenses not reimbursed in 2018-19 would impact the General Fund until all reimbursements are received in early 2019-20. If departmental savings or funding from another source funds these expenses, it would result in a positive impact to the General Fund as revenue from LACMTA is received. 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:04180141

Attachments

# LOS ANGELES POLICE COMMISSION

Attachment - 1

## BOARD OF POLICE COMMISSIONERS

STEVE SOBOROFF  
PRESIDENT

MATTHEW M. JOHNSON  
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

DJANGO SIBLEY  
ACTING 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

May 9, 2017

BPC #18-0166

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

Attention Mandy Morales

Dear Honorable Mayor:

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

At the regular meeting of the Board of Police Commissioners held Tuesday, May 15, 2018, the Board APPROVED 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

A handwritten signature in cursive script, appearing to read "Maria Silva".

MARIA SILVA  
Commission Executive Assistant II

Attachment

c: Chief of Police  
ASB

INTRADEPARTMENTAL CORRESPONDENCE

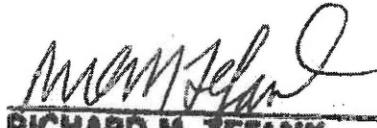
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Attachment 2

May 9, 2018  
1.1

REVIEWED

TO: The Honorable Board of Police Commissioners

  
RICHARD M. JEFANK  
EXECUTIVE DIRECTOR  
5/11/18  
DATE

FROM: Chief of Police

SUBJECT: BUDGETARY ADJUSTMENT TO THE 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 adjustment to the department's staffing under 7.0 of Contract No. PS5862100LAPD24750; and
2. That the Board AUTHORIZE the Controller to APPROPRIATE \$8,314,222.40 to the LAPD's Fiscal Year 2018/2019 budget for the enhanced deployment cost. The monies will be fully reimbursed by the LACMTA as agreed upon under the contract; and
3. That the Board REQUEST Council Resolution (CR) Authorities to staff the additional 23 full-time positions required for the implementation of the staffing changes. The Department will request the CRs to be continued in subsequent fiscal years for the duration of the contract via the budgetary process; and
4. That the Board REQUEST Council to approve the no cost contract modification regarding the termination clause in Contract No. PS5862100LAPD24750.

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 detail. After one full year of working on the system, it is necessary to make adjustments to the staffing plan and to ask for additional expense items.

Personnel Adjustments

- Increase the Billing and Inspection Unit
- Additional Crime Analyst
- Sick/IOD/Subpoena Control Coordinator
- Increase the HOPE Detail
- Add Bomb/K9 Unit
- Enhance Watch 3 Overtime Staffing

Additional Expenses

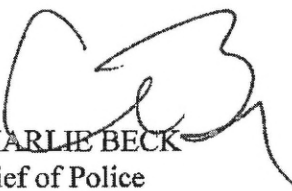
- Mandated Overtime Training
- Increase Reserve Overtime
- MOU Premium Holiday Pay
- Community Outreach
- Office Supplies

**FISCAL IMPACT STATEMENT**

The total cost of the contract was for \$369,330,499.00. It will be reimbursed by the LACMTA within the five-year term of the contract. In addition to the contract amount, LACMTA has agreed to make budgetary adjustments to the contract that would allow an additional \$35,333,612.70 for personnel and other expenses for the life of the contract.

Should you require further information, please contact Deputy Chief Bob Green, Commanding Officer, Transit Services Bureau, at (213) 922-3614.

Respectfully,

  
CHARLIE BECK  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS  
Approved *May 15, 2008*  
Secretary *Marta Loh*

Attachments



**INTRADEPARTMENTAL CORRESPONDENCE**

May 9, 2018  
8.1

**TO:** Chief of Police

**FROM:** Commanding Officer, Transit Services Bureau

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

Attached for your review are two originals of Contract No. PS5862100LAPD24750 modification between the LACMTA and the LAPD. The modification changes the termination clause to the original contract. LACMTA has also agreed to fund the following adjustments:

**Personnel Adjustments**

- Increase the Billing and Inspection Unit
- Additional Crime Analyst
- Sick/IOD/Subpoena Control Coordinator
- Increase the HOPE Detail
- Add Bomb/K9 Unit
- Enhance Watch 3 Overtime Staffing

**Additional Expenses**

- Mandated Overtime Training
- Increase Reserve Overtime
- MOU Premium Holiday Pay
- Community Outreach
- Office Supplies

The contract modification has been reviewed and approved by Assistant City Attorney Daniel Kreinbring, Office of the Los Angeles City Attorney.

Chief of Police

Page 2

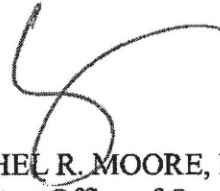
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Attached is the requested fact sheet response that addresses the above questions. If you have any questions, please contact Transit Services Bureau at (213) 922-3614.

APPROVED:



BOB GREEN, Deputy Chief  
Commanding Officer  
Transit Services Bureau



MICHEL R. MOORE, First Assistant Chief  
Director, Office of Operations

Attachments

**Year 2 Budgetary Adjustments****Full-Time Position Additions****Billing and Inspection Unit**

The proposed Billing and Inspection Unit will be responsible for reviewing the daily Activity Logs and the Overtime Reports. These documents are necessary to invoice LACMTA. The daily transit and bus overtime details cost the City approximately \$118,000 per day and timely billing is necessary to be fully cost recoverable. The proposed Billing and Audit Unit will also assist in preparing daily, weekly, and monthly reports and documents required in the contract (2.0 Reporting Requirements).

<b>Classification</b>	<b>Cost</b>	<b># of Positions</b>	<b>Total Cost</b>
Management Analyst	182,951.48	(1)	182,951.48
Senior Administrative Clerk	120,805.02	(3)	362,415.07
Administrative Clerk	95,518.84	(2)	191,037.68
			<b>\$736,404.22</b>

**Crime Analyst I**

The Crime Analyst I will assist the Crime Analyst II with gathering all the necessary contract compliance data for LACMTA. The Crime Analyst I will prepare statistical data for LACMTA's monthly board report. The position will also monitor social media for threats related to LACMTA and will prepare crime bulletins.

<b>Classification</b>	<b>Cost</b>	<b># of Positions</b>	<b>Total Cost</b>
Crime & Intel Analyst I	144,928.26	(1)	<b>\$144,928.26</b>

**Sick/IOD/Subpoena Control Coordinator**

LAPD is requesting a new Management Analyst to serve as the Sick/IOD/Subpoena Control Coordinator. This position is necessary to approve all sick and IOD reports, and ensure all subpoenas are tracked and served. The Management Analyst position will replace the Police Officer III Sick/IOD position approved in the 2018-2019 budget for a cost savings of \$112,490.13. The position will also supervise the Support Unit, and the timekeeping and the records function of the Division.

<b>Classification</b>	<b>Cost</b>	<b># of Positions</b>	<b>Total Cost</b>
Management Analyst	182,951.48	(1)	<b>\$182,951.48</b>

### HOPE Detail

Under the contract, we currently deploy four overtime officers, nine hours per day to work the HOPE detail. Having overtime officers work the detail does not allow for relationships and follow-up of homeless contacts. The continuity of the officers is important for the success of the outreach. The original concept was to apply the HOPE strategy to reduce the number of non-transit persons on LACMTA's system by connecting those individuals with social services. At the time of the contract, we did not realize the magnitude of the homeless population that utilize the transit system for shelter, protection from the elements, and to traverse the City.

The LAPD HOPE concept is currently being used by the four geographic bureaus. The current staffing of the units consists of one sergeant and 10 officers. Ten officers are necessary to address homeless complaints within bureau limits that can exceed 200 square miles.

There is also a need to implement the LAPD HOPE concept to address the homeless population that impacts the LACMTA transit system. A HOPE Team assigned to Transit Services Bureau will be able to respond to homeless issues across the entire LAPD jurisdiction. It is necessary that the team be filled with permanently assigned officers for the following reasons:

- To develop expertise in outreach strategies and use of available resources.
- To develop a rapport with the homeless community to maximize the outcome of contacts.
- To liaison and build partnerships with LAPD Area command staff, Senior Lead Officers, Area patrol, Specialized Units, Detectives, and Bureau HOPE Teams.
- To liaison and build partnerships with LACMTA organization.
- To liaison and build partnerships with service providers such as Los Angeles Homeless Services Authority (LAHSA), People Assisting the Homeless (PATH), Department of Health Services (DHS), Department of Mental Health (DMH), and the Veterans Administration (VA).
- To liaison and build partnerships with the Bureau of Sanitation, City Attorney, City Council, County Supervisor, Army Corp of Engineers, CHP, Cal Trans, State Assembly, and Senate that have an interest in LACMTA or LACMTA adjacent homeless issues.

Classification	Cost	# of Positions	Total Cost
Sergeant II	349,774.25	(1)	349,774.25
Police Officer III	295,441.61	(1)	295,441.61
Police Officer II	262,199.53	(9)	2,359,795.85
			<b>\$3,005,011.71</b>



**Bomb Canine Unit\***

Under the current contract, canine services are provided on an as-needed basis (\$15,874). In anticipation of the LASD retirement of personnel and canines, the Department is looking to build its canine team to respond to LAPD/LACMTA Bomb calls for service. The canine teams will respond to special events and bomb threat calls on the rail and bus transit systems. Personnel assigned to these TSA canine teams will typically spend the majority of their time completing explosive detection sweeps of the interior and exterior of all LACMTA rail and bus lines, and fixed post infrastructure within the transit system in the City of Los Angeles. In addition, these canine teams will be used to complete high visibility patrols at locations identified by the department and LACMTA. The cost of the Bomb Canine Unit is cost neutral to MTA because the Department would only hire personnel as LASD's canines retire. LASD currently is down one canine.

Classification	Cost	# of Positions	Total Cost
Sergeant II Bomb K9		(1)	416,571.62
Police Officer III Bomb K9	354,435.62	(3)	1,063,306.86
			<b>\$1,479,878.48</b>

*\*Note: The canine transition should ultimately be cost neutral. When an LASD dog or handler leaves the program, they will be replaced by an LAPD handler. The funding will then be transferred from one agency to the other.*

**TOTAL FOR ALL FULL-TIME PERSONNEL ADDITIONS:**

**\$5,549,174.15**

Overtime Detail AdditionsEnhanced Watch 3 Daily Overtime Deployment

The current contract deploys two officers to each of the rail lines during Watch 3 (2100-0600 hours). The addition of one team of two officers along all the rail lines (with the current exception of the Green Line), allows for greater coverage, and prevents Bus Riding Teams from being redeployed in the event of one team being unavailable due to an arrest or other unusual incident. This addition will also allow sufficient officers to clear homeless individuals from rail trains, platforms and stations once the system closes without pulling the Bus Riding Teams from their mission to accomplish the task.

Classification		# of Positions	Total
Police Officer		(10)	\$3,177,252.00

**TOTAL FOR FULL-TIME/OVERTIME PERSONNEL ADDITIONS:       \$8,726,426.15**

Additional Expenses Requested/MandatedMandated Training Overtime Expense**\$201,177.60**

In the current contract, LACMTA gave LAPD one-time startup funding of \$2,846,080.00 for mandated training. The Department has trained approximately 5,000 employees for a total cost of \$1,800,000. The Department will continue to train additional employees until the money runs out. To continue to train new eligible personnel and personnel because of attrition, the Department is requesting **\$201,177.60** per year. This amount will train 50 personnel per deployment period plus two officers at each class to facilitate the 4-hour class for a total of 10 classes. This money is necessary to train the remainder of new eligible personnel for the remainder of this contract period.

Increase in Reserved Overtime**\$702,042.12**

The current year contract allows for two million in overtime funds for Transit Services Bureau (TSB) and Transit Services Division (TSD) with increases over the remaining of the contract years.

General Reserved Overtime**\$543,179.52**

With the increase in personnel from the amended contract and the additional personnel coming into TSB/TSD in July 2018, it is requested for an additional allotment of overtime funds for TSB/TSD in the amount of \$543,179.52 per year with a 4% increase for each year, years 3-5.

Supervisory Coverage at Satellite Locations**\$158,862.60**

Currently, each watch has three supervisors (e.g., Detective II, Detective III, Sergeant I, or Sergeant II) one per each satellite location work one extra hour on a 10-hour shift. (All three watches total to 9 hours a day, times 365 days a year). The increase in coverage is necessary for field supervisors to process overtime slips, 214's, DFAR's, and accountability of personnel going end of watch.

Premium Holiday Pay (MOU Obligation)**\$639,600.00**

According to the LAPD's Memorandum of Understanding, the Department is required to compensate officers that work on 10 premium holidays, at straight time for half their shift. This obligatory cost under the MOU was never included in the original contract.

5/7/18

**Community Outreach and Engagement Budget**

**\$15,000.00**

Under the current contract, the Senior Lead Officer (SLO) Unit is required to attend community meetings and other events which foster LACMTA's relationship with the community. In order to promote and facilitate community outreach, the SLO Unit is need of a budget to purchase items such as LAPD foil badge stickers, coloring books, pens, and pencils. This budget will help establish community awareness of LAPD's Transit Services Division and our goal to create a safe environment for LACMTA's ridership.

**Office Supplies**

**\$30,000.00**

In the current contract, LACMTA gave LAPD a one-time startup cost of \$10,000 for office supplies. The annual cost of paper itself is \$15,000. It is anticipated that TSB and TSD will need at least \$30,000 for office supplies. This budget will have to purchase all toner for printers, copy paper, forms, and other office supplies such as pens, pencils, forms, and folders.

**TOTAL FOR ADDITIONAL AND MANDATED EXPENSE:**

**1,587,819.72**



**Position Deletions and One-Time Savings to the Contract**

Under the current contract, the Department has two (2) positions we have determined are not needed. The duties and functions of the below positions will be absorbed by current or the newly proposed positions. This will be a yearly cost savings to the contract.

Classification	Cost	# of Positions	Total Cost
Lieutenant II (Support Section)	408,681.06	(1)	408,681.06
Police Officer III (Sick/IOD)	295,441.61	(1)	295,441.61
			<b>-\$704,122.67</b>

The addition of the full-time HOPE detail will eliminate the need and cost of the HOPE overtime detail. This will be a yearly cost savings to the contract.

HOPE Detail Officer	317,725.20	(4)	<b>-\$1,270,900.80</b>
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The computer server budget was a one-time cost savings towards the contract.

Computer Server	25,000	*	25,000.00.
			<b>-\$25,000.00</b>

**DELETED POSITIONS AND ONE-TIME COST SAVINGS**

**-\$2,000,023.47**

**Additional Substitute Authorities Year 2 (Fiscal Year 18-19)**

<b>Classifications</b>	<b>No. of Positions</b>
Sergeant II Bomb K9	1
Sergeant II	1
Police Officer III Bomb K-9	3
Police Officer III	1
Police Officer II	9
Management Analyst	2
Crime and Intel Analyst I	1
Senior Administrative Clerk	3
Administrative Clerk	2
<b>Total Positions</b>	<b>23</b>

**Total Cost Year 2 (Fiscal Year 18-19)**

Full-Time and Overtime Personnel Additions	\$8,726,426.15
Additional and Mandated Expense	\$1,587,819.72
Position Deletions and One-time Cost Savings	-\$2,000,023.47
<b>Total Cost of Year 2 Budgetary Adjustments</b>	<b>\$8,314,222.40</b>

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
CONTRACT NO. PS5862100LAPD24750, MODIFICATION NO. 1**

**FOR: TRANSIT LAW ENFORCEMENT SERVICES**

This Contract Modification No. 1 to Contract No. PS5862100LAPD24750 effective July 1, 2018, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "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 Metro entered into Contract No. PS5862100LAPD24750, effective March 1, 2017 (the "Existing Contract") and;

WHEREAS, Contractor and METRO desire to amend the Existing Contract as provided herein;

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

**1. GC-14 TERMINATION**

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

Delete the first paragraph of GC-14-A Termination for Convenience in its entirety and substitute in lieu thereof the following:

Either Party may terminate this Agreement without cause by written notice sent at least ~~six (6)~~ 12 months prior to the termination. The termination will be effective the first day of the month occurring at least ~~six (6)~~ 12 months following the written notice.

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

Delete the first paragraph of GC-14-B Termination for Default in its entirety and substitute in lieu thereof the following:

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)~~ 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

## 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)~~ 12 months prior to the termination. The termination will be effective the first day of the month occurring at least ~~six (6)~~ 12 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)~~ 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	33	GC (SERVICES) PRO FORM 038 REVISION DATE: 03.09.17
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Party to perform its obligations under this Agreement such that a reasonable person would consider that Party to be in default.

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

Attached is revised page 33 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.

IN WITNESS WHEREOF, the parties have caused this Modification No. 1 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. 1<sup>st</sup> Street  
Los Angeles, CA 90012

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

BY: CHARLIE BECK  
(PRINT OR TYPE NAME)  
CHIEF OF POLICE  
(TITLE)

APPROVED AS TO FORM:  
MICHAEL N. FEUER  
City Attorney

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

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

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY**

PHILLIP A. WASHINGTON  
CHIEF EXECUTIVE OFFICER

BY: \_\_\_\_\_  
\_\_\_\_\_  
(DATE)

ATTEST:  
Holly L. Wolcott  
City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

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

<b>DEPUTY CHIEF</b>	
Robert Green	
Adjutant LT-II Ronald Dickerson	Exec. Ad. Asst - II Yvonne Ruiz

<b>COMMANDER</b>	
Anne Clark	
Aide SGT-II Bridgett Pickett	Secretary (1) SECY

<b>CAPTAIN-III</b>	
Brian Pratt	
Adjutant MA-II Lorenzo Timbol	Secretary (1) SECY

CRIME ANALYSIS  
(1) CIAN-II  
(1) CIAN-I

HOPE  
SGT-I Michael Padilla  
(1) SGT-II, (1) P3, (9) P2

### Invest & Trng Section

**OIC**  
LT-II Alfonso Mendoza

**DETECTIVES**  
D-2 Heather Rolland  
(1) D-3, (2) D-1

**COMPLAINT**  
SGT-I Ashraf Hanna

**TRAINING**  
SGT-II Humberto Najera  
P-3 Pedro Zamora  
P-3 Jenny Escalante

#### CITYWIDE SPU

**SPU**  
SGT-I Joel Miller  
P3 Ryan Fox  
P2 Saul Guardado  
P2 John Perez  
P2 Benjamin Hong

**SPU**  
(3) SGT-I, (3) P3, (9) P2

### Support Section

**OIC (Contract Comp)**  
SRMA-II Myrlin Rebudela

**SICK / IOD / SUBP**  
(1) MA

**RECORDS**  
Sr. Ad. Clrk. Irma Zuniga

**TIMEKPEEKING**  
Sr. Ad. Clrk. Loann Lam

**SPECIAL EVENTS/COAST**  
SGT-I Michael Ng  
Clerk Typist Iesha Robinson  
Clerk Typist Gabriela Zamorano

Clerk Typist Paige Liu  
Clerk Typist Rebecca Valdez

**AUDIT AND BILLING UNIT**  
(1) MA  
(1) Sr. Clerk Typist  
(2) Clerk Typist

### Operations

**SLO**  
SGT-II Tiffany Ayers  
P3+1 Ian Ward  
P3+1 Kevin Keenan  
P3+1 Camille Sosa  
P3+1 Kenneth Colby  
(1) P3+1

#### OTHER

(1) Sgt-II Bomb K-9 (ESD)  
(3) P-III Bomb K-9 (ESD)  
(1) Sr. Equip. Mech (MTD)  
Equip. Mech. Mara Prideaux (MTD)  
Equip. Mech. Edwin Martinez (MTD)  
Equip. Mech. Jose Rodriguez (MTD)  
(1) Garage Attend (MTA)  
(1) MA Vacant (FOD)  
(2) Senior Admin Clerks (FOD)

### W2 (0500-1400)

**WC/AWC**  
LT-I Melody Hainline  
SGT-II Kenneth Edwards

**FIELD SUPERVISORS**  
SGT-I Julie Leszczynski  
SGT-I Gus Murra  
SGT-I Brian Eldridge  
SGT-I Brodie Seagrave  
(4) SGT-I

**KITROOM/ACC**  
P-2 Robert Felix  
P-2 Carlos Ayala  
P-2 Claudia Miranda

### W4 (1300-2200)

**WC/AWC**  
LT-I Leonard Perez  
SGT-II Pablo Monterrosa

**FIELD SUPERVISORS**  
SGT-I Robert Peters  
SGT-I Michael Glenn  
SGT-I Patrick Scannell  
SGT-I Jose Contreras  
(3) SGT-I

**KITROOM/ACC**  
P-2 Vincenzo Averanno  
P-2 Jared Vann

### W3 (2100-0600)

**WC/AWC**  
LT-I Allen Schubert  
SGT-II Christian Urbina

**FIELD SUPERVISORS**  
SGT-I David Houze  
SGT-I Manuel Arzate  
SGT-I Timothy Jenneman  
SGT-I Terrence Collins  
(4) SGT-I

**KITROOM/ACC**  
P-2 Elmer Duran  
P-2 M. Pravongvienkham

# TRANSIT SERVICES BUREAU



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

May 2, 2018

22446@lapd.online  
Sent via e-mail

Robert Green  
Deputy Chief, Transit Services Bureau  
Los Angeles Police Department (LAPD)  
100 W. 1<sup>st</sup> Street  
Los Angeles, CA 90012

**Subject:** Contract No. PS5862100LAPD24750 - Adjustments to Transit Law Enforcement Services

Dear Deputy Chief Green:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) approves the following adjustments to Contract No. PS5862100LAPD24750, effective July 1, 2018:

**Personnel Adjustments:**

- Augment the "Billing and Inspection Unit";
- Increase Crime Analyst personnel;
- Reclassify the Sick/IOD/Subpoena Control Coordinator from Police Officer III to Management Analyst;
- Convert HOPE Detail from overtime positions to full-time positions;
- Convert Bomb/K9 Unit from as needed to full-time positions; and
- Enhance "Watch 3" staffing (overtime coverage).

**Other Expenses:**

- Increase training budget for additional law enforcement personnel;
- Increase "Reserve Overtime" for new positions;
- Include "Premium Holiday Pay" in accordance with the respective labor agreements;
- Include provision for community outreach activities; and
- Increase budget for office supplies.

These adjustments may result in increasing the Contract Price by \$35.3M over four years. It is anticipated that these estimated changes shall be covered under Contract No. PS5862100LAPD24750. Metro staff shall review contract utilization on an annual basis and shall return to the Metro Board to request for additional contract authority if deemed necessary.

Sincerely,

Alex Z. Wiggins  
Chief System Security and Law Enforcement



**Metro**

## Interoffice Memo

Date	5 April 2018
To	Chief Robert Green Transit Services Bureau Los Angeles Police Department
From	<i>W</i> Alex Z. Wiggins, Chief, System Security and Law Enforcement
Subject	K9 Cadre Funding for FY 2018/2019

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is prepared to fund the initial Los Angeles Police Department's K9 Cadre consisting of three Police Officer dog handlers and one Sergeant for Fiscal Year 2018/2019. The addition of these positions will be funded with the existing \$369 million budget.

LACMTA will make all future fiscal-year adjustments to build the K9 team to its full operational staffing levels over the next two to three years.

If you have any questions, please contact me.