APPENDIX A
Agreements, Policies, Reports, And Other Documents Provided By Public Transportation Authorities For The Report

Bi-State Development Agency/MetroLink

ITEM 1 MetroLink, System-Wide Security Assessment Recommendations (Feb. 15, 2019)
ITEM 2 MetroLink, System-Wide Security Assessment Recommendations and Best Practices Report (Nov. 29, 2018)
ITEM 3 Comprehensive Security Program for Metro TransitPartner Collaboration and Stakeholder Engagement Plan (July 2, 2019)
ITEM 4 MetroLink, Technical Memo – Security Training (Feb. 11, 2020)
ITEM 5 Metro System Security Strategy (Jan. 21, 2020)
ITEM 6 Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Nov. 18, 2011)
ITEM 7 Bi-State Development Agency of the Missouri-Illinois Metropolitan District and City of St. Louis, Missouri Police Division, Police Assistant Services Agreement (Jan. 1, 2020)
ITEM 8 MetroLink, Second Amendment and Renewal of Police Service Agreement with St. Louis County, Missouri (commencing July 1, 2021)
ITEM 9 MetroLink, Law Enforcement Service Agreement between Bi-State Development Agency of the Missouri-Illinois Metropolitan District and St. Clair County, Illinois (commencing July 1, 2021)
ITEM 10 St. Louis County Department of Public Health 2019 Novel Coronavirus (“COVID-19”) Face Covering Order No. 1 (July 26, 2021)
ITEM 11 Civil Rights Actions (within 5-years Prior to September 2021)

King County Metro Transit

ITEM 12 Memorandum of Understanding between City of Seattle Police Department and King County Sheriff’s Office – Metro Transit Police and Sound Transit Police (Feb. 24, 2015)
ITEM 13 King County Metro, Transit Policing Model Policy, King County Police Chiefs Association and King County Sheriff’s Office – Metro Transit Police & Sound Transit Police (Feb. 2016)
ITEM 14 King County Metro, Transit Resource Officer Standard Operating Procedures (Sept. 1, 2017)
ITEM 15 King County Metro, Fare Enforcement Operations, Standard Operating Procedures – Section 12 (April 1, 2010)
ITEM 16 King County Metro, Transit Security, Standard Operating Procedures, Fare Enforcement SOP TS 514: Non-Discrimination Procedure (June 12, 2018)
ITEM 17  King County Metro, Fare Enforcement – Standard Operating Procedures, SOP TS 507: Use of Discretion (April 15, 2019)

ITEM 18  King County Metro (1) Claim Survey and (2) Internet Links to Documents

RTC – Southern Nevada


Tri-County Metropolitan Transportation District (Tri-Met)

ITEM 20  TriMet, Intergovernmental Agreement between Multnomah County and the Tri-County Metropolitan Transportation District of Oregon (April 7, 2021)

ITEM 21  TriMet, Intergovernmental Agreement between the Tri-County Metropolitan Transportation District of Oregon and City of Beaverton for Transit Police Services (April 1, 2021)

ITEM 22  TriMet, Bus and MAX Platform Inspections, SOP 306 (6/21/2018)

ITEM 23  TriMet, Persons Engaging in Prohibited Behavior on TriMet Property, SOP 308 (7/17/2014)


ITEM 25  TriMet, Guidelines for Issuance of Citations, Warnings, and Exclusions, SOP 313 (6/21/2018)

ITEM 26  TriMet Policy – Cleanup of Camps on TriMet Proper
ITEM 1  System-Wide Security Assessment Recommendations (Feb. 15, 2019)
EAST-WEST GATEWAY
COUNCIL OF GOVERNMENTS
METROLINK SYSTEM-WIDE
SECURITY ASSESSMENT
RECOMMENDATIONS

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## DOCUMENT REVISION RECORD

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<td>Initial issue</td>
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EXECUTIVE SUMMARY

PROVIDED UNDER SEPARATE COVER
OVERVIEW AND APPROACH

As domestic and international transportation venues experience crime and terrorism, concern for transportation security is growing across transportation and rail providers as well as their stakeholders. To operate safely and securely, St. Louis Metro Transit must consider how these security threats and vulnerabilities manifest locally on the MetroLink system.

In response to these growing transportation security concerns, the East-West Gateway Council of Governments (EWG) initiated a system-wide security assessment for MetroLink and contracted with a WSP-led team to execute the assessment. During this system-wide security study, leadership at both Metro and Bi-State Development changed: Jessica Mefford-Miller was named Executive Director of Metro in September 2018, Taulby Roach was named the new Bi-State Development President and CEO in December 2018, and in January 2019 Metro announced that it is seeking new senior leadership for the Metro Public Safety Department; a new vision for Metro is already emerging with these changes. The new leadership has actively participated in the assessment along with Metro staff and the three law enforcement partners that police MetroLink. In addition, implementation is already underway of several recommendations that arose out of this assessment and are highlighted throughout this report.

The system-wide security assessment includes:

- Identified existing security conditions through site visits and stakeholder interviews.
- Applying Crime Prevention Through Environmental Design (CPTED) principles.
- Outlining applicable security and transit industry best practices.
- Convening a Peer Review Team (PRT) comprised of security representatives from selected peer agencies to perform a peer transit agency review.
- Administering stakeholder outreach and surveys.
- Completing a Threat and Vulnerability Assessment (TVA) of MetroLink.
- Providing security recommendations based on findings from the system-wide assessment.

This Recommendations Report draws from all pieces of the system-wide security assessment as described above, including the Existing Conditions Report, Best Practices Report, Peer Transit Agency Review, Stakeholder Outreach and Survey, and the TVA.

This report is organized into the following categories of recommendations:

1. Security strategy
2. CPTED
3. Technology
4. Police/security staffing
5. Procedures and training
6. Fare and fare enforcement

Throughout this report, callout boxes, like this one, highlight various MetroLink security updates, and include statistics from the study's rider survey that received over 1,800 responses (summarized in Appendix A).
Recommendations are prioritized in the following three categories. Their implementation considers dependencies, time and resource constraints.

1. **Urgent** – Complete immediately; critically impacts system security and time-sensitive.
2. **High Priority** – Begin addressing immediately but defer to urgent needs when resources and capacity require narrower focus; critically impacts system security but less time-sensitive.
3. **Medium Priority** – Address once resources are freed up from higher priorities; necessary for long-term success but less time-sensitive.

Enhancing MetroLink’s system-wide security requires a layered approach comprised of multiple elements that combine to provide a robust security environment, as described further under Section 1 – Security Strategy. Therefore, the categories of recommendations contained in this report are not provided in isolation but as pieces that combine to create robust, layered security for MetroLink.
I SECURITY STRATEGY

The system-wide security assessment found that Metro lacks a defined strategic security direction, security plan and over-arching security program. The current security program is also isolated from emergency management and safety programs; a strong all-hazards approach to a safe and secure system requires support from all three programs—security, safety, and emergency management.

The top security concerns when riding MetroLink that survey respondents selected are lack of security presence on trains (71%) and passengers disregarding or unaware of ridership rules (60%).

A robust security environment on MetroLink requires Metro to develop and implement a layered security program that addresses all elements depicted in Figure 1 and is fully integrated with safety and emergency management. This program should be risk-based and reflect MetroLink’s operating environment, addressing all elements of the system. The security strategy should be documented in a security plan that defines roles and responsibilities for system stakeholders and delineates a risk assessment methodology that guides decision-making under the security program and grows as the system evolves. Table 1 provides and prioritizes specific security strategy recommendations.

Table 1. Security Strategy Recommendations

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<th>ELEMENT</th>
<th>AREAS FOR IMPROVEMENT</th>
<th>RECOMMENDATION</th>
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<tr>
<td>Roles &amp; responsibilities</td>
<td>Lack of clarity on who is responsible for MetroLink security and their specific roles.</td>
<td>Establish and communicate roles and responsibilities that support productive relationships among the entities responsible for system security: - Metro Public Safety, including leadership, staff, and Internal Affairs. - Contracted security. - Law enforcement partners (MOU agencies and others). - Metro leadership. - All Metro employees.</td>
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<td>Perceived pursuit of in-house transit police disrupts relationships with law enforcement partners.</td>
<td>Clarify legal authority and establish appropriate accountability, transparency, and oversight of security personnel (staff and contracted).</td>
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<td>Unclear legal authority for current Metro Public Safety Officers police-style activities and armed (firearm) status.</td>
<td>Establish accountability, requirements for transparency and oversight within law enforcement contracts.</td>
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<td>Lack of accountability, transparency, and oversight of Metro Public Safety and PSOs.</td>
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<td>Unclear requirements for all law enforcement partners.</td>
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<td>Unspecific requirements for contracted security, including oversight, responsibilities, and engagement.</td>
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<td>Lack of Metro Public Safety Internal Affairs function.</td>
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<td>Strategic security plan</td>
<td>Lack of overarching security plan and resulting lack of strategic direction for security at Metro and on MetroLink.</td>
<td>Develop a strategic plan outlining a security program that: - Establishes a security risk assessment methodology. - Is customer-centric and risk-based. - Clearly delineates roles and responsibilities, internal and external. - Reflects the transit system as a whole and environment in which it operates.</td>
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<td>Work with security partners to build support for strategic elements and how policing impacts the security strategy.</td>
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<td>Define security and policing performance metrics and include as criteria in Metro job descriptions and security and policing contracts.</td>
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<td>All hazards</td>
<td>Lack of coordination between Metro security (Public Safety Department), emergency</td>
<td>Coordinate security strategy with safety and emergency management programs.</td>
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<td>approach</td>
<td>management, and safety.</td>
<td>Facilitate ongoing connectivity across security, safety, and emergency management programs including strategic coordination, cross-program participation in hazard and risk activities, and data and information sharing.</td>
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<td>Lack of data collection, storage, ownership, and analysis and trending.</td>
<td>Define, collect, and analyze crime and incident data at a minimum, with a future goal of adding other types of data, such as customer input, to support system security.</td>
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<td>Territorialism impedes data and information sharing among the entities responsible for</td>
<td>Establish and implement collaborative data ownership and sharing protocols.</td>
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<td>system security.</td>
<td>Develop a centralized crime reporting database and define access.</td>
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<td>Use data for trending to inform system security and staff/law enforcement deployment.</td>
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<td>Communication</td>
<td>Siloed communication channels between Metro Public Safety and partner agencies.</td>
<td>Internal to Metro and with partner agencies:</td>
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<td>Inconsistent messaging to external stakeholders about system security and security efforts on MetroLink.</td>
<td>- Finalize the efforts for a shared radio channel for Metro Public Safety and law enforcement that meets the needs of the program.</td>
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<td>Demonstrated prioritization of making another agency &quot;look bad&quot; in the media and focusing on technical issues over working together to enhance security on the system.</td>
<td>- Establish clear protocols for radio use, including immediately addressing issues arising from contracted security.</td>
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<td><strong>External (i.e., public):</strong></td>
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<td>- Improve media relations and present a unified message to stakeholders regarding system security.</td>
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<td>Emergency</td>
<td>Lack of integration of emergency response capabilities and training with security increases system vulnerability.</td>
<td>Integrate an effective Emergency Management program with Security that include:</td>
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<td>management</td>
<td>Absence of coordination with local emergency response agencies, including joint security related drills and exercises specific to MetroLink.</td>
<td>- Response procedures.</td>
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<td>- Training, drills, and exercises focused on security events that are span modes and various security events.</td>
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<td>- Coordination with local emergency response entities, including police and fire, for security related emergency activities.</td>
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<td>Politics</td>
<td>Political intrusion into Metro security has escalated conflict without supporting change and impacted Metro's ability to address the issues</td>
<td>De-politicize the conversation about Metro Security. Regional leadership should dis-engage in rhetoric that escalates perceptions and, instead, work with Metro to develop agreed upon metrics to measure security performance.</td>
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Figure 1. Elements of Protection

2 CPTED

Construction of the MetroLink system began in 1990 and first opened for revenue service in 1993. Many of the system’s physical assets—e.g., the light rail transit (LRT) vehicles, original stations, ticket vending machines (TVMs) and validators, closed-circuit television (CCTV) cameras, etc.—reflect the practices of the 1990s without incorporating the four principles of Crime Prevention Through Environmental Design (CPTED), which include the following:

1. Natural Access Control – The physical guidance of people coming and going from a space by the judicial placement of entrances, exits, fencing, landscaping and lighting.

2. Natural Surveillance – The placement of physical features, activities and people in such a way as to maximize safety.

3. Territorial Reinforcement – The use of physical attributes that express ownership, such as fences, pavement treatment, art, signage, and landscape.

4. Maintenance – Allows for the continued use of a space for its intended purpose. It serves as an additional expression of ownership, prevents reduction of visibility from landscaping overgrowth and obstructed or improper lighting.

As resources become available, the WSP team recommends that Metro enhance physical security on the MetroLink system by incorporating CPTED principles.

Table 2 provides specific CPTED recommendations identified as cost-effective improvements to the system’s physical security.

Generally, security design criteria, that includes CPTED, should be developed that supports safe system development by establishing guidance for design that enhances security.

Table 2. CPTED Recommendations

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<th>ELEMENT</th>
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<th>RECOMMENDATION</th>
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<td>Security Design</td>
<td>- MetroLink security design was generally inconsistent.</td>
<td>- Develop and implement a security design criteria resource to assist in consistent security design principles and application. (American Public Transportation Association (APTA) standards contain criteria that can be utilized.</td>
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<td>Signage</td>
<td>- Inconsistent signage in and around MetroLink stations and vehicles results in confusing messaging and suggests the system is disorganized. - Confusing signage negatively impacts customer sense of security.</td>
<td>- Update signage, including content and placement, to clarify how to use the system and the expectations of customers. - Make signage messaging, branding, and placement consistent along the entire system. - Remove unnecessary, redundant, and confusing signage. - Include signage requirements in the security design criteria resource.</td>
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| Wayfinding    | • Wayfinding is difficult to understand and it is not uncommon for customers to end up on the wrong line for where they want to go.  
• Station names are difficult to see and read from inside the LRT vehicles and at the ends of platforms.  
• Unclear or insufficient wayfinding contributes to system vulnerability. | • Enhance wayfinding with clarified directions at stations and clearer station names.  
• Provide customer service training that covers passenger wayfinding to internal and external MetroLink security personnel. |
| Lighting      | • Most lighting is adequate, but not optimal for security or passenger comfort.         | • Replace all remaining non-LED lights to enhance efficiency and color rendering.  
• Implement maintenance program that identifies and replaces lighting without delay.  
• Include lighting requirements for system elements in a security design criteria resource. |
| Sight Lines   | • Some stations, especially those below-grade, have limited sight lines and contain hidden spaces.  
• Daylight shadows can hide station elements, including elevators.  
• Crowded advertisement panels obscure sight lines.  
• Where public restrooms are provided, the layout does not support natural surveillance. | • Further evaluate sight lines and implement design fixes where feasible (e.g., replace or relocate bulky station furnishings).  
• Work with Marketing to develop guidelines for advertisement placement strategies to prevent blockage of sight lines.  
• Use supplement lighting to minimize shadows that obscure sightlines and station elements. |
| Maintenance   | • Out-of-service equipment, including elevators and ticket vending machines (TVMs), negatively impact both real and perceived security.  
• Some temporary signage and passenger alerts are out-of-date and convey a sense of the system not being maintained or cared for. | • Continue good maintenance practice, including active vegetation maintenance and graffiti removal, while enhancing focus on equipment maintenance and removing out-of-date messaging.  
• Communicate maintenance efforts with concrete timelines, as possible. |
| Ownership     | • Loitering and non-transit activities at stations suggest lack of ownership and security of system.  
• Unclear and inconsistent “paid fare zones” create challenges for enforcing fare and discouraging loitering. | • Develop and enforce clear and consistent “paid fare zones” by relocating TVMs and validators prior to the fare zone.  
• Minimize or positively activate space around the station platform entrances where loitering might impact customers. |
# 3 TECHNOLOGY

To create an effective, layered security system, Metro must develop and implement a plan to leverage multiple transit system technologies. Table 3 provides specific recommendations for the major categories of technology most relevant to the MetroLink system and are feasible options for using technology to improve the system’s security.

Table 3. Technology Recommendations

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| CCTV                   | • CCTV camera network was not originally designed or installed for security.  
• Most cameras are very outdated, low-resolution, and fixed view.  
• CCTV coverage of station is unclear, but at many stations the cameras appear to miss coverage of key areas such as TVMs.  
• CCTV footage is only protected from write over for 72 hours.  
• CCTV network infrastructure and configuration is poor and does not support security.  
• DVRs on vehicles are beyond their repair life.  
• Sharing of CCTV footage between Metro Public Safety and law enforcement is an issue.                                                                                                                                                                                                 | • Clearly define how Metro wants to use CCTV and then identify which best practices apply.  
• Update the CCTV on MetroLink CCTV network to security standards. Pair CCTV with other technologies such as radio communications and silent alarms to create an effective security system.  
• Replace outdated, low-resolution cameras with high-resolution, variable view cameras.  
• Develop effective CCTV policies and training to address both safety/security and liability risk of the system, including a privacy policy for managing the use of images and sounds recorded by the system and a policy for video viewing, hard copy sharing, and retention.  
• Be proactive with proper education, reference material, ethical vendors, and technology staff.  
• Continue to advance efforts to share CCTV access with the appropriate law enforcement agencies that works in conjunction with the transit agency security office. |
| Passenger Assistance and Emergency telephones (PATs and ETs) | • Almost all telephones are analog due to existing “legacy” CAT3 cable, which doesn’t support current technology such as Internet Protocol (IP) phones.                                                                                                                                                                                                                                                            | • Further evaluate the design, placement, and functionality of existing PATs and ETs and how that is influencing their level of effectiveness.  
• Upgrade and add new telephones as needed.                                                                                                                                                                                                                                                                                                                     |
| TVMs and validators     | • Many TVM and validators are located inside “paid fare zones,” which can be confusing for passengers and makes fare enforcement challenging.                                                                                                                                                                                                                                                                     | • Support data collection and analysis and audits by tracking revenue and ticket sales by type.  
• Update the design, user interface, and placement of TVMs and ticket validators to facilitate fare enforcement.                                                                                                                                                                                                                                                                                     |
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| Radio            | - Metro Public Safety's radio channel is only shared with St. Clair County and contracted security. Other law enforcement partners utilize different radio channels.  
                   - Contracted security's use of Metro's radio channel, such as to call in breaks, creates noise that decreases the effectiveness of the channel for security purposes. | - Implement redundant communication system technology, clearly establishing and practicing day-to-day and emergency radio procedures internally and with external partners.  
                   - Finalize and implement the singular shared radio frequency that all safety and security personnel can use. Provide for the unified dispatch for security response.  
                   - Develop communication protocol and standards that are strictly followed and enforced to create an effective and professional communication environment.  
                   - All personnel—internal and external—must be trained to the same standards of use and operation of radio technology. |
| High-visibility uniforms | - The public perception is that there is a lack of security presence on MetroLink.  
                           - PSO and law enforcement uniforms are not highly visible and therefore law enforcement and security are not easily identifiable. | - Update or supplement uniforms with high-visibility components to increase the perception of presence on the system. |
4 POLICE/SECURITY STAFFING

The system-wide security assessment found that police and security staffing present some of the most promising areas for improving security on MetroLink and some of the most urgent recommendations. Police and security staffing should reflect the security needs of the system, which is influenced by system size (line miles and boardings), ridership, and surrounding community. Staffing needs can therefore evolve as the agency and the community evolve.

Since the system-wide security assessment began, Metro has already begun to improve its security staff deployment strategy to increase staff presence on the system.

On a scale of 1-10 with 10 being best, respondents ranked how secure they feel riding the MetroLink at an average of 5. All numbers on the scale were represented in the customer survey responses.

In general, Metro should implement a mix of security staffing sources to cover the MetroLink system and implement effective approaches to establishing and managing the relationships between those security staff. Staffing should be a function of both an evaluation of an agency's security needs and of the staffing requirements necessary to meet those needs.

Table 4 outlines police/security staffing recommendations based on the system-wide security assessment.

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<td>Current Metro security staff</td>
<td>The leadership and direction of Metro Public Safety Department is not in alignment with industry best practice for transit security and is not effectively managing security on the system. The focus of the Metro Public Safety Department seems to be policing the system, rather than securing the system. PSO staff focus is competitive to law enforcement, not complementary to law enforcement.</td>
<td>Ensure Metro Public Safety is aligned with refined security strategy. Ensure the Metro Public Safety leadership is focused on relationships with law enforcement partners, understands transit security, and focuses on customer service. Evaluate each member of the Metro Public Safety, including leadership, for alignment with new department direction and focus on securing the system over policing the system. Metro Leadership or a third party should mediate and negotiate contractual relationships with law enforcement partners, to ensure system coverage and strategic deployment. Due to the strained relationships and lack of trust, a neutral third-party may be required to facilitate this process.</td>
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<td>Metro policing and security</td>
<td>• Metro Public Safety portrays itself in named rank, title, and presentation as law enforcement, though per statute there is no discernible authority to do so (Missouri Revised Statutes, Chapter 590) nor are Bi-State personnel granted the power of arrest (Missouri Revised Statutes, Chapter 544) or allowed to be armed (Missouri Revised Statutes Chapter 70.378 - The personnel designated by the Bi-State Development Agency under subsection 1 of this section are authorized to use only the equipment that is issued by the agency, and only while in the performance of their duties or while in direct transit to or from a duty assignment on the passenger transportation facilities and conveyances owned, controlled, or operated by the agency. No personnel shall be issued any weapons which can cause bodily harm).</td>
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| Staff planning, budgeting & deployment     | • The number of visible Metro PSO staff was substantially less than anticipated given the size of the PSO staff and their specific responsibility for the security of the system.  
• Valuable PSO staff effort was devoted to activities that were not critical to the mission of system security, such as duplicating policing efforts and maintaining limited use K-9 teams. This detracts from the availability of PSOs to perform system security functions, such as riding the system and initiating positive interactions with customers.  
• A specific deployment strategy does not appear to be coordinated with law enforcement or contracted security, nor is it related to system security trends.  | • Use industry best practices to identify the appropriate number of staff per shift or assignment and determine staffing needs.  
• Use high-visibility uniforms for PSOs as a cost-effective method of increasing the perception of security presence on a system.  
• Base deployment strategies on good security data and an understanding of the real and perceived security needs of the MetroLink system and its customers and coordinate with law enforcement and contracted security.  
• Allocate PSO staff to complement law enforcement, not compete with law enforcement.  
• Implement active and effective security staff and contracted security staff oversight.  
• Eliminate or phase out Metro K-9 teams, which impacts utilization of PSO staff, K-9 capabilities are available within all law enforcement partner agencies. |
| Law Enforcement Task Force                 | • Relationships, roles and expectations are not well defined and lack metrics for performance.  
• Protocols for coordination are not clear.  
• Law enforcement entities operate and deploy personnel with limited coordination with Metro.  
• There is no clear reporting, data sharing or performance accountability within the Task Force or between Metro and law enforcement partners.  
• Level of personnel assigned is not adequate in the City of St. Louis due to City staffing constraints.  
• Jurisdictional boundaries constrain coverage if a jurisdiction cannot provide adequate coverage.  | • Develop or revise contracts with law enforcement partners that have clear oversight capabilities, performance requirements, deployment coordination, metrics, and data sharing that can be measured for success.  
• Emphasize community policing in the contracts, rather than enforcement.  
• Define requirements of personnel, including command staff, assigned to MetroLink detail to ensure effective coordination with partners and a focus on community policing.  
• Train law enforcement in transit/rail operation and needs to allow better coordination.  
• Utilize contract requirements to challenge any assigned law enforcement that is not aligned with Metro security and policing strategies. |
<table>
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<tr>
<th>ELEMENT</th>
<th>AREAS FOR IMPROVEMENT</th>
<th>RECOMMENDATION</th>
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</table>
| Contracted security | • Security staff were disengaged, either standing off to the side, above the platform at stairway approaches, on their phone, or seated away from passengers. Weapons are a concern.  
• Contractual requirements limited contracted security staff effectiveness.  
• Fare inspectors were rarely visible or seen inspecting tickets. | • Enhance use of contracted security with emphasis on customer service, active security presence and defined purpose to support security goals. Consider de-arming.  
• Increase internal contracted security supervision requirements.  
• Train contracted security for the active support role to complement other security activities. |
| Relationships | • There is a disconnect between roles and responsibilities, deployment strategies, and a strategic approach to achieve a secure system.  
• Confusion about roles and goals for the security program, as well as personalities, seems to get in the way of a true working collaboration.  
• Metro security staff relationships with law enforcement are challenging, impacted by territorial issues and conflict around who should fill what role and how to police the system. The conflicts are spilling out into the public realm, which contributes to the perception of a dysfunctional security system. Territorial issues are overshadowing system security. | • Continue work to establish positive working relationships among Metro, its internal and contracted security, and the law enforcement partners. Emphasize being a good partner through efforts that respect and support policing and security efforts.  
• Remove ALL conflict from the public realm and deal with differences in closed meetings.  
• Establish roles and responsibilities, appropriate staffing, and collaborative meetings in security plans that facilitate the formation of positive relationships around a common goal. |
5 PROCEDURES AND TRAINING

The system-wide security assessment found that much of the Metro security staff training occurring does not focus on the elements important for transit security. Rather than focus on policing and anti-terrorism, which are responsibilities of jurisdictional police departments and federal agencies, Metro security should emphasize security that is proactive and reduces the vulnerabilities of the system and focuses on customer comfort and perception. Table 5 outlines specific procedures and training recommendations.

The most common security measures selected by survey respondents when asked about the top security measures they would like to see implemented on MetroLink were: increased security presence on trains, more engaged and active security presence, consistent security practice across the system, and consistent enforcement of ridership rules.

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<th>ELEMENT</th>
<th>AREAS FOR IMPROVEMENT</th>
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| Standard Operating Procedures (SOPs) | - Though Metro Public Safety has a series of procedures covering a variety of activities, from attendance to use of force, it is unclear how they are enforced or what oversight is provided to confirm adherence. | - Revise and implement procedures to carry out security operations correctly and consistently.  
- Ensure procedures address security issues that may arise and cover both internal and external emergencies.  
- Train and enforce the procedures. |
| Passenger Code of Conduct      | - Only some elements of the "Rules on the Rails" are communicated clearly on LRVs and at stations.  
- Rules are not prominently posted on the system.  
- The code of conduct rules are not consistently enforced.  
  - The community-run Facebook page, St. Louis MetroLink Crime Reports, has frequent posts about passengers eating, drinking, smoking, and acting in non-courteous manners. Similar information was gathered through the rider survey. | - Refresh MetroLink code of conduct that support controlling the safety, security, and quality of life of people while utilizing the transit system.  
- Consistently post the updated code of conduct on system vehicles, trains, stops, platforms, and public buildings.  
- Back the code of conduct by a civil penalty or arrest and enforced by transit security, transit police, and/or specific security staff who know the code. |
<p>| Law Enforcement Task Force Procedures | - Law enforcement partners do not have specific procedures for MetroLink policing activities.                                                                                                                    | - Develop discrete transit-specific procedures and training for police to support community policing. |</p>
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<tr>
<th>ELEMENT</th>
<th>AREAS FOR IMPROVEMENT</th>
<th>RECOMMENDATION</th>
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</table>
| Training  | • The focus of Metro Public Safety training is policing and anti-terrorism efforts, not of transit security.  
  - Law enforcement partners are trained in policing and anti-terrorism.  
  • PSO training does not emphasize customer service or customer perception of security. | • Outline a training program in the recommended Security Plan that includes requirements for qualification, requalification, familiarization, and refresher training programs to ensure that employees demonstrate an understanding and proficiency in the application of rules, procedures, and equipment.  
  • Develop training that covers all aspects of Metro’s security strategy from planning and design to operations and security awareness.  
  • Establish baseline security awareness training objectives for all transit employees that include behavioral awareness, surveillance, response procedures and self-protection.  
  • Develop additional training that covers how to deal with different situations that may arise on systems such as mental illness and disorderly persons, emphasizing de-escalation training.  
  • Provide specific training to contracted security staff and law enforcement partners that reflects the transit environment. |
FARE AND FARE ENFORCEMENT

Fare enforcement is a central component of system security. The recommendations provided in this section reflect the WSP team's observation of fare enforcement activities and its review of MetroLink's contract security agreement. MetroLink fare enforcement SOPs, Key Performance Indicators (KPIs), and activity reports were not available to the WSP team for this report, limiting the ability to provide informed and actionable findings and recommendations. Table 6 outlines recommendations for addressing fare evasion by following fare enforcement best practices.

Table 6. Fare and Fare Enforcement Recommendations

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>AREAS FOR IMPROVEMENT</th>
<th>RECOMMENDATION</th>
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</thead>
<tbody>
<tr>
<td>Authorization</td>
<td>• Unclear legal authorization for fare enforcement.</td>
<td>• Establish clear legal authorization to create the foundation for fare enforcement that accounts for MetroLink's proof-of-payment fare collection environment and determine a consistent basis for prosecution (criminal or civil).</td>
</tr>
<tr>
<td>Policy</td>
<td>• Unclear and inconsistent application of fare enforcement policies and application.</td>
<td>• Establish and enforce clear, consistent, and transparent policies to create the foundation for fare enforcement and support a safe and orderly environment.</td>
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<tr>
<td></td>
<td></td>
<td>• Design policies to affirm the legal requirement to pay a fare and to assure fare-paying customers that they and other riders are being treated fairly.</td>
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<td></td>
<td></td>
<td>• Clearly state and consistently enforce policies.</td>
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<tr>
<td></td>
<td></td>
<td>• Develop fare enforcement policies that reflect MetroLink's planned introduction of the Gateway Card and mobile ticketing application, including a fare enforcement application.</td>
</tr>
<tr>
<td>ELEMENT</td>
<td>AREAS FOR IMPROVEMENT</td>
<td>RECOMMENDATION</td>
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</tr>
<tr>
<td>Customer experience</td>
<td>- Lack of engagement with customers does not give the impression of rigorous inspection activity and may send the wrong message to both fare paying customers and fare evaders.</td>
<td>Use Fare enforcement operations to help improve the perception of law and order on MetroLink, increase engagement with customers and use all personnel on the system to assist unfamiliar customers use the system and its ticketing mechanisms. Post signs at every entrance indicating that fares are required within fare zones and on transit vehicles. Note that fares are enforced. Provide training for fare enforcement that leaves room for passenger education and fare purchasing. - Train fare enforcement officers to speak with customers politely and clearly so they feel confident they will be given an opportunity to provide an explanation and do not feel victimized by fare enforcement officers. - Train fare enforcement officers to recognize that sometimes customers without a valid ticket or authority can have a good reason and create policy that gives those riders an opportunity to explain it to a fare enforcement officer. Expect staff to use their de-escalation skills to resolve the issues whenever possible.</td>
</tr>
<tr>
<td>Operational approach</td>
<td>- Security contract only provides broad description of fare enforcement duties.</td>
<td>Use either agency personnel or a mix of agency personnel and contract security officers for fare enforcement. Develop strategy of fare sweeps and de-emphasize targeted enforcement of fare evasion. Evaluate applicability of targeted fare enforcement for MetroLink in areas where transit lines intersect for operational efficiency and/or where data identifies potential target areas for fare enforcement. Consider working with local police in its various jurisdictions to conduct joint sweeps. Establish a desired inspection rate and use it to calculate the number of dedicated fare enforcement agents required to support MetroLink operations. Develop and require initial and refresher fare enforcement training programs that cover conducting fare inspections, providing customer service, and providing security for the system. Evaluate the type and number of hand-held validators needed for fare inspections, including local law enforcement personnel needs.</td>
</tr>
<tr>
<td></td>
<td>- Security contract does not appear to include requirements for regular reports on fare enforcement operations, or KPIs such as the number of inspections performed per specified period.</td>
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<tr>
<td></td>
<td>- Fare inspection activities do not appear to be coordinated with local law enforcement agencies, a strategy used by other agencies to reduce fare evasion.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- No apparent organized or routine fare inspection activities, including for issuance of citations and warnings.</td>
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<tr>
<td></td>
<td>- Observed fare inspector boarding a train with their inspection pad out but not moving through the car or engaging with any passengers.</td>
<td></td>
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<tr>
<td>ELEMENT</td>
<td>AREAS FOR IMPROVEMENT</td>
<td>RECOMMENDATION</td>
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<tr>
<td>Management &amp; measurement</td>
<td>• No apparent inspection performance standards, which significantly increases the challenge of providing metrics to measure the performance of fare inspection personnel.</td>
<td>1. Consider deploying handheld devices used to validate fares.</td>
</tr>
<tr>
<td></td>
<td>• Unclear if fare evasion warnings are recorded or uploaded to a database that allows the tracking of repeat offenders.</td>
<td>2. Measure fare evasion through their fare enforcement activities.</td>
</tr>
<tr>
<td></td>
<td>• Unclear if fare evasion data are collected and used to identify adverse trends and problem areas.</td>
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</tbody>
</table>
7 CONCLUSION

MetroLink is a system in flux. It has a solid foundation of good people motivated to enhance the safety and security of the system, but efforts have often been siloed, lacking consistent direction and strategy, and sometimes counterproductive to each other. It has also suffered from the misdirected actions of a few that detract from system security efforts by focusing and expending resources on activities not critical to the mission of system security.

Many of the issues identified by the system-wide security study can be addressed, at least in part, by developing a comprehensive and coordinated security strategy and program that encompasses and integrates safety, security, and emergency management. This approach provides the necessary foundation for effectively implementing the recommendations outlined in this report, while also recognizing that culture change and changes to internal and external perceptions require both focused leadership and a concerted effort over time as opposed to singular or short-term mandates.

A robust security program is layered and requires strategies that draw from all categories of recommendations: a security strategy that establishes the framework; CPTED principles that use space and human behavior to reinforce a secure environment; technology that enables efficient and effective prevention and response; police/security staffing that collaborates to support system security; procedures and training that enable informed and skilled personnel; and fare and fare enforcement that contributes to positive interactions between the system, security personnel, and customers.

By initiating this system-wide security assessment, East-West Gateway launched a collaborative effort with Metro staff and law enforcement partners—with support from community stakeholders—that is already improving security on MetroLink. Changes already underway include the following:

1. Strengthening relationships between partners

   - Strengthening relationships between Metro and police partners through more frequent communication and recent collaboration;
   - Implementing a shared radio talk group in early 2019;
   - Moving to execute contracts between Metro and police partners.

2. Deploying visible, effective and coordinated personnel across the Metro transit system

   - Beginning in fall 2018, Metro increased the presence of its patrol presence across MetroLink, focusing on targeted onboard patrols;
   - Metro is revising its approach to deploying, supervising, training and supporting contract security to focus on customer service, fare enforcement, and front-line surveillance. Metro will release a request for proposals for these contracted security services in early spring 2019.

3. Creating safer spaces

   - Metro is conceptualizing its vehicles, transit centers, MetroLink stations, and station areas as “Metro neighborhoods” by integrating placemaking and crime prevention through environmental design in ongoing and upcoming capital programs;
The fall 2018 MetroLink Station Access Pilot Project is being expanded with updated design and equipment to limit access to the North Hanley, Delmar Loop, Forest Park-DeBaliviere, Central West End and Fairview Heights MetroLink Stations. This work will be complete in early spring 2019;

In early spring 2019 Metro will begin redesigning five original MetroLink Stations (Laclede’s Landing, Convention Center, 8th & Pine, Forest Park-DeBaliviere and Delmar Loop MetroLink Stations) with an emphasis on placemaking, crime prevention through environmental design (CPTED), access control and public art.

4. Leveraging technology

Metro has launched customer-facing tools that deliver more and better transit information, and provide customers with opportunities to reach Metro and law enforcement personnel when they’re not feeling safe.

The Noonlight app allows customers to summon law enforcement discretely via a mobile phone;

In July 2018 Metro launched a text messaging service that allows customers to discretely text Metro Public Safety dispatch 24 hours a day (314-300-0188).

The above changes are notable steps towards enhancing security on MetroLink and fostering positive, collaborative partnerships between the parties responsible for security on the system. A comprehensive security program for MetroLink will result from continuing the efforts already enacted in combination with on-going organizational and cultural shifts, and implementing the additional security recommendations as prioritized in this report.
# DEFINITIONS & ACRONYMS

## Table: Definitions

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
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</thead>
<tbody>
<tr>
<td>Acceptable risk</td>
<td>The level at which further risk reduction measures or additional expenditure of resources will not result in significant reduction of risk.</td>
</tr>
<tr>
<td>Assets</td>
<td>People, information, and property for which the transportation system is responsible as legal owner, employer, or service provider, which support the agency's mission of moving people and goods.</td>
</tr>
<tr>
<td>Community policing</td>
<td>A proactive approach to policing that focuses on developing and maintaining relationships between police/security officers and civilians to build mutual trust and respect and collaboratively address crime and change negative behavior.</td>
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<tr>
<td>Consequence</td>
<td>The severity of impact and probability of loss for a given scenario. Consequences may be measured in qualitative or quantitative terms.</td>
</tr>
<tr>
<td>Crime Prevention Through</td>
<td>A multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED concepts and strategies use the four interrelated principles of natural surveillance, natural access control, territorial reinforcement, and maintenance.</td>
</tr>
<tr>
<td>Environmental Design (CPTED)</td>
<td></td>
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<tr>
<td>Crime</td>
<td>An illegal action or omission that constitutes an offense or is considered to be evil, shameful, or wrong.</td>
</tr>
<tr>
<td>Critical assets</td>
<td>Those assets required to provide services for the system. Critical assets include people (e.g., passengers, employees, visitors etc.), property (e.g., stations and stops, maintenance facilities and yards, rolling stock, tracks etc.), and information (e.g., operations and maintenance procedures, security procedures and assessments, computer network information etc.).</td>
</tr>
<tr>
<td>Defense-in-depth</td>
<td>A concept in which multiple layers of security controls (defense) are placed throughout a system. See Layered security.</td>
</tr>
<tr>
<td>Emergency</td>
<td>A sudden, urgent, usually unforeseen event during which injury, death, damage to property or a combination thereof may occur.</td>
</tr>
<tr>
<td>Fare evasion</td>
<td>When passengers use transit services without paying their required fare.</td>
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<tr>
<td>Incident</td>
<td>An unforeseen event or occurrence with the potential to cause injury or property damage.</td>
</tr>
<tr>
<td>Layered security</td>
<td>A security approach that utilizes measures at several different levels or “layers” throughout a system, and at each facility, to provide greater redundancy and defense-in-depth protection for assets and the system. The concept of layered protection recommends placing the most critical or vulnerable asset in the center of concentric levels of increasingly stringent security measures. This allows multiple opportunities for thwarting or disrupting terrorist and criminal activities and is a key aspect of an effective security management strategy.</td>
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<tr>
<td>Maintenance</td>
<td>Allows for the continued use of a space for its intended purpose. It serves as an additional expression of ownership, prevents reduction of visibility from landscaping overgrowth and obstructed or inoperative lighting.</td>
</tr>
<tr>
<td>Natural Access Control</td>
<td>The physical guidance of people coming and going from a space by the judicial placement of entrances, exits, fencing, landscaping and lighting.</td>
</tr>
<tr>
<td>Natural Surveillance</td>
<td>The placement of physical features, activities and people in such a way as to maximize safety.</td>
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<tr>
<td>Rail consist</td>
<td>The combination of two or more rail cars to form a unit such as a baggage car, passenger cars, and a diner car.</td>
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<tr>
<td>TERM</td>
<td>DEFINITION</td>
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<tr>
<td>Risk</td>
<td>The likelihood of occurrence of a hazardous event, and the severity of the consequence associated with the hazardous event.</td>
</tr>
<tr>
<td>Risk assessment</td>
<td>An analysis that examines and evaluates the assets and operations of the system taking into account possible hazards and consequence.</td>
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<tr>
<td>Safety</td>
<td>Freedom from <em>unintentional</em> harm.</td>
</tr>
<tr>
<td>Security</td>
<td>Freedom from <em>intentional</em> harm.</td>
</tr>
<tr>
<td>Security plan</td>
<td>A document adopted by the transit agency detailing its security policies, objectives, responsibilities and procedures.</td>
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<tr>
<td>System</td>
<td>A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training), which are integrated to perform a specific operational function in a specific environment.</td>
</tr>
<tr>
<td>Territorial Reinforcement</td>
<td>The use of physical attributes that express ownership, such as fences, pavement treatment, art, signage, and landscape.</td>
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<tr>
<td>Terrorism</td>
<td>Intentionally indiscriminate violence as a means to create terror or fear among masses of people or to achieve a religious or political aim.</td>
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<tr>
<td>Threat</td>
<td>Any intentional action with the potential to cause harm in the form of death, injury, destruction, disclosure, interruption of operations, or denial of services.</td>
</tr>
<tr>
<td>Threat and Vulnerability Assessment (TVA)</td>
<td>A security risk assessment that is intended to evaluate the system’s susceptibility to security threats and to identify vulnerabilities and potential consequence. The TVA forms the basis for security design measures, plans and procedures that are to be implemented to reduce or mitigate security risk.</td>
</tr>
<tr>
<td>Vulnerability</td>
<td>Any weakness, flaw or condition that allows and/or can be exploited, for the successful realization of a potential threat against the system and its assets.</td>
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Table 7. Acronyms

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<thead>
<tr>
<th>ACRONYM</th>
<th>MEANING</th>
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<tbody>
<tr>
<td>APTA</td>
<td>American Public Transportation Association</td>
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<tr>
<td>CCTV</td>
<td>Closed Circuit Television</td>
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<tr>
<td>COPS</td>
<td>Community Oriented Policing Services (US Department of Justice)</td>
</tr>
<tr>
<td>CPTED</td>
<td>Crime Prevention Through Environmental Design</td>
</tr>
<tr>
<td>EWG</td>
<td>East West Gateway Council of Governments</td>
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<tr>
<td>FTA</td>
<td>Federal Transit Administration</td>
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<tr>
<td>FTE</td>
<td>Full-Time Equivalent</td>
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<tr>
<td>MOU</td>
<td>Memorandum Of Understanding</td>
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<tr>
<td>PRT</td>
<td>Peer Review Team</td>
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<tr>
<td>SOP</td>
<td>Standard Operating Procedure</td>
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<tr>
<td>TCRP</td>
<td>Transit Cooperative Research Program</td>
</tr>
<tr>
<td>ACRONYM</td>
<td>MEANING</td>
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<tr>
<td>TRB</td>
<td>Transportation Research Board</td>
</tr>
<tr>
<td>TSA</td>
<td>Transportation Security Administration</td>
</tr>
<tr>
<td>TVA</td>
<td>Threat and Vulnerability Assessment</td>
</tr>
<tr>
<td>TVM</td>
<td>Ticket Vending Machine</td>
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</table>
APPENDIX

A SUMMARY OF RIDER SURVEY RESPONSES
Overview of Outreach

In 2018, East-West Gateway (EWG) Council of Governments conducted a security assessment of the MetroLink system across the St. Louis region. The 8-month Metro Security Assessment was led by WSP USA, with the W/M/DBE firm Vector Communications consulting on stakeholder engagement. The team took a comprehensive look at the MetroLink system from a security angle including technology, environmental design and human capital deployment.

As part of security assessment, the team created, disseminated, and analyzed an online survey using SurveyMonkey.com for MetroLink riders. The survey was designed so that at the beginning, if a respondent selected that they never ride the MetroLink, they would be taken to the end of the survey and not asked any additional questions.

The survey was released on November 6, 2018 to key stakeholders such as entities whose leadership had been interviewed by the project team or attended briefings. The survey link was emailed with a request that the stakeholders distribute to their employees, team, students, etc. for participation.

The survey was distributed to the general public on November 15, 2018 via website, social media and email blasts. Some of the agencies that promoted the survey include EWG, CMT (Citizen’s for Modern Transit), Metro, and Bi-State. Additionally, the survey was sent to all contacts on the Northside-Southside MetroLink study mailing list and posted to the Metro Crime Facebook page run by a member of the public. The survey was available online through December 31, 2018.

In Early December, survey results showed only 8% of respondents identified as Black of African American, which was not representative of the St. Louis region. In an effort to mitigate this disparity, the survey was disseminated again to the African American key stakeholders, as well as Neighborhood Improvement Specialists across the City, with a specific call to help spread the word to minority communities. In addition, two members of Vector’s team took iPads with the survey out to MetroLink stations/platforms on Tuesday, December 18 and Wednesday December 19 from Noon to 4:00 pm to obtain more minority feedback. The surveyors went primarily to the stations that had been underrepresented in the data, including Wellston, Jackie Joyner Kersey, Laclede’s Landing and Washington Park. After this engagement was complete, the number of respondents who self-selected as Black of African American had gone up to 14%.

More than 1,800 individuals participated in the survey, and 1,669 indicated they are current MetroLink riders.
Respondent Demographics

The survey included demographic questions to help ensure the responses were representative of a cross-section of MetroLink riders. A summary of the responses is outlined below.

**RESIDENTIAL ZIP CODE**

The first question asked respondents "In what Zip Code do you live?" Survey respondents represented more than 120 residential zip codes across the bi-state region, specifically concentrated in St. Louis City, County, and the Metro East in Illinois. The map below indicates a sampling of 500 of the more than 1,500 responses to this question.

![Map of residential zip codes](image)

**GENDER IDENTITY**

Respondents were asked "As what gender do you identify?" The results indicate that the 1,573 participants who responded self-identified as 54% female, 42% male, .5% non-binary/third gender, and 3% preferred not to say. These demographics are representative of the City of St. Louis, which is currently listed by the state of Missouri to be made up of 94 men to every 100 women.

![Gender identity chart](chart)
AGE

Survey participants were asked to select their age from options ranging from 13-years-old to 70+. All ages were represented in the survey results with the majority of the 1,573 respondents being between 31 and 60 years of age (63%). Additional information is included in the chart below.

ETHNICITY

The majority of MetroLink riders who participated in the survey (76%) identified at White or Caucasian, followed by Black or African American (14%). The other responses are included in the chart.
Respondent Ridership

Survey respondents were asked a series of three questions to identify the standard ridership profile of those participating. The results of the responses are outlined below and help inform the security evaluation results.

FREQUENCY OF METROLINK USE

All 1,824 survey participants indicated how frequently they utilize Metrolink. The majority of respondents ride at least twice or several times every week (33%), or a few times throughout the year (29%). Responses are outlined in the chart above.

TIME OF DAY

Riders were asked what time of day they typically use the Metrolink for transportation. The majority of the 1,592 respondents most frequently use Metrolink for their morning and/or evening commute (48%), or a variety of times based on destination (23%). The chart below includes an overview of responses.
PRIMARY STATIONS

All MetroLink stations were represented in the responses to the rider survey. Participants were asked to identify the top three stations they utilize most frequently, and 47% of respondents use the Central West Station as one of their primary stops. The chart below is a graphic representation of stations selected by hierarchy of frequency.

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RIDER SECURITY EVALUATION

Three questions were asked of riders to help provide an overview of their feelings and experiences regarding MetroLink Security. The emerging themes in responses to the following questions helped inform the assessment team’s recommendations.

SENSE OF SECURITY

On a scale of 1-10 with 10 being best, 1,591 respondents ranked how secure they feel riding the MetroLink at an average of five (5).
TOP SECURITY CONCERNS

The MetroLink Security Assessment team utilized a variety of research to create a list of public transit riders’ most frequent security concerns. Along with selecting as many options from the multiple-choice answers that they felt applied, respondents were also given an opportunity to write in their additional concerns. The top security concerns the 1,592 respondents selected were:

a. Lack of security presence on trains (71%); and
b. Passengers disregarding or unaware of ridership rules (60%).

Additional information is included in the chart below.

SECURITY MEASURES TO IMPROVE OR IMPLEMENT

Based on best practices worldwide for public transit security, respondents were provided with a list of potential security measures that could be implemented, as well as an opportunity to write in their own. There were 1,592 responses indicated riders would like to see the following improvements on the MetroLink system:

c. Increased security presence on trains (68% - 1,086 riders)
d. More engaged and active security presence (62% - 993 riders)
e. Consistent security practice across the system (57% - 912 riders)
f. Consistent enforcement of ridership rules (51% - 817 riders)

All responses are outlined in the chart below.
Additional Comments

A random sampling of 150 of the 800+ additional comments was analyzed for emerging themes. The majority of comments (138) were related to the following topics:

<table>
<thead>
<tr>
<th># of Comments</th>
<th>Comment Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Desire More Consistent and Effective Security Measures</td>
</tr>
<tr>
<td>14</td>
<td>Desire Increased Fare Enforcement</td>
</tr>
<tr>
<td>10</td>
<td>Have Experienced Drugs and/or Theft on Trains</td>
</tr>
<tr>
<td>10</td>
<td>Feel MetroLink is Unsafe to Ride</td>
</tr>
<tr>
<td>9</td>
<td>Desire to Add Gates / Turnstiles</td>
</tr>
<tr>
<td>9</td>
<td>Desire More Security on Trains and/or Platforms</td>
</tr>
<tr>
<td>8</td>
<td>Desire for Accessibility / Connectivity (Including North and South County)</td>
</tr>
<tr>
<td>7</td>
<td>Have Experience Nuisance Behaviors: Loud Music, Profanity, Urination, Solicitation, etc.</td>
</tr>
<tr>
<td>6</td>
<td>Experienced Security Members Not Engaged or Enforcing Policies</td>
</tr>
<tr>
<td>5</td>
<td>Desire for One Coordinated Security Force</td>
</tr>
<tr>
<td>5</td>
<td>Desire for More Time/Line Options</td>
</tr>
<tr>
<td>4</td>
<td>Desire for Coordination with Other Entities and/or Police Agencies</td>
</tr>
<tr>
<td>4</td>
<td>Have Ended Ridership</td>
</tr>
<tr>
<td>4</td>
<td>Have Seen Recent Increase in Security Presence (Specifically Central West End)</td>
</tr>
<tr>
<td>4</td>
<td>See Need for Increased Late Night Security</td>
</tr>
<tr>
<td>4</td>
<td>See Need to Improve MetroLink's Image</td>
</tr>
<tr>
<td># of Comments</td>
<td>Comment Topic</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Pleased with Current Service and/or Security</td>
</tr>
<tr>
<td>3</td>
<td>Desire Conceal Carry</td>
</tr>
<tr>
<td>3</td>
<td>Feel the Platforms are Unsafe</td>
</tr>
</tbody>
</table>

There were also a number of compliments and/or acknowledgments that the trains consistently run on time, as well as “thank you” notes to Metro and the study team for doing this assessment.

Quotes from Riders

“Occasional panhandlers on train and platforms seems to correlate to when security is not present. I've seen security be very diligent when catching the occasional freeloader (this is good) but also seen them not get involved with passengers over loud music, bad language etc."

“I know MetroLink is paying for security personnel, but I never see them. I feel unsafe riding it as a criminal element is taking advantage of no security and no enforcement to buy tickets.”

“There has been improvement in the security presence. All police/security personnel ought to be able and consistent in enforcing rules from one end to the other end of the line. County police stance keeps it fractured. One system, one set of security, one set of rules!”

“I believe riding the MetroLink is safe during commuter hours or I would not ride it. Increased patrols during all hours on the trains, especially the second set of joined trains, would raise my feeling of security to a 10.”

“I want “better security” to mean less violent security. I am a patron, not a criminal, and I do not like feeling policed.”

“I feel most uneasy at night when the trains are not as populated.”

“I am very impressed with the general punctuality and cleanliness of trains and platforms. Would love to see fare enforcement. I always feel better when security is on the platforms and I always sit as near the driver as possible for security onboard. The drivers generally enforce the rules on the first car.”

“I think the way local media hyped security issues related to MetroLink creates a public perception that security problems are more serious than they actually are.”

“Other than security concerns, I am happy with Metrolink.”
ITEM 2  System-Wide Security Assessment Recommendations and Best Practices Report (Nov. 29, 2018)
EAST WEST GATEWAY COUNCIL OF GOVERNMENTS
METROLINK SYSTEM-WIDE SECURITY ASSESSMENT
BEST PRACTICES REPORT

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EAST WEST GATEWAY COUNCIL OF GOVERNMENTS

METROLINK SYSTEM-WIDE SECURITY ASSESSMENT
BEST PRACTICES REPORT
# Document Revision Record

<table>
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<tr>
<th>Revision No.</th>
<th>Description of Changes</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rev 0</td>
<td>Initial Issue</td>
<td>November 29, 2018</td>
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EXECUTIVE SUMMARY

Table 1 provides an overview of the best practices examined in this report.

**Table 1. Best Practices Summary Table**

<table>
<thead>
<tr>
<th>BEST PRACTICE</th>
<th>DESCRIPTION</th>
<th>APPLICABILITY TO METROLINK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Strategy</td>
<td>Strategic approach to a security program defined in a Security Plan.</td>
<td>Would provide a &quot;roadmap&quot; for the security program and define an approach to all elements of security.</td>
</tr>
<tr>
<td>CPTED</td>
<td>Security philosophy that proposes that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime.</td>
<td>Managing and designing the physical Metrolink environment utilizing CPTED will impact criminal behavior and perception of security.</td>
</tr>
<tr>
<td>CCTV</td>
<td>A technology that can be used as an investigative tool for safety/security incidents if implemented appropriately.</td>
<td>MetroLink's current CCTV application has limitations due to age and installation strategy. Revision of this technology will assist in incident investigation.</td>
</tr>
<tr>
<td>Passenger Assistance &amp;</td>
<td>A communication technology that provides passenger communication for assistance and emergencies.</td>
<td>MetroLink currently has this technology but revisiting the newest technology and paring it with CCTV may improve passenger perception of security.</td>
</tr>
<tr>
<td>Emergency Telephones</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TVMs and Validators</td>
<td>Fare technology is evolving with new technology and fare instruments available for transit and rail application.</td>
<td>Understanding the current approaches to fare technology can assist Metro as they are currently updating fare media and technology for the system.</td>
</tr>
<tr>
<td>Radio</td>
<td>Effectiveness of radio for both external and internal communications is a function of the technology itself, how it is used, and how reliable it is.</td>
<td>Radio usage within Metro and with external agencies is inconsistent and often muddled. Redundant communication, clear normal and emergency SOPs, and interoperability would help improve internal and external communications.</td>
</tr>
<tr>
<td>Body Cameras</td>
<td>The effectiveness of body cameras in producing desired outcomes (e.g., decreased use of force, fewer civilian complaints) is actively under evaluation and not yet conclusive.</td>
<td>Metro has expressed that it is considering using body cameras on its public safety officers. Expectations around use of body cameras should remain conservative and not count on large-scale improvements in desired outcomes.</td>
</tr>
<tr>
<td>In-House Police/Security</td>
<td>Most agencies have some type of in-house security staffing, though it varies from full transit police services to staff who oversee security functions for the agency.</td>
<td>Metro is revisiting the current security department organization, roles and responsibilities. The information regarding policing strategies may inform the organization discussion.</td>
</tr>
<tr>
<td>Contracted Police/Security</td>
<td>Many agencies use some elements of contracted security staffing. This ranges from contracting for policing services to supplementing in-house services with contract security staff.</td>
<td>Metro is revisiting the current security department organization, roles and responsibilities. The information regarding policing/security strategies may inform the organization discussion.</td>
</tr>
<tr>
<td>BEST PRACTICE</td>
<td>DESCRIPTION</td>
<td>APPLICABILITY TO METROLINK</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Partner Agencies</td>
<td>Most transit agencies pass through multiple jurisdictions, encountering various law enforcement agencies.</td>
<td>Metro is revisiting the current security department organization, roles and responsibilities. The information regarding policing/security strategies may inform the organization discussion.</td>
</tr>
<tr>
<td>Security Staffing Determination</td>
<td>There are industry-accepted approaches to determining how many security staff FTEs are required to provide coverage for a transit system.</td>
<td>Metro is revisiting the current security department organization, roles and responsibilities. The information regarding policing/security strategies may inform the organization discussion.</td>
</tr>
<tr>
<td>Sworn Versus Non-Sworn Security Staff</td>
<td>Security can be provided by sworn, non-sworn or a combination of both. Deciding what approach is appropriate takes evaluating the system.</td>
<td>Metro is revisiting the current security department organization, roles and responsibilities. The information regarding policing/security strategies may inform the organization discussion.</td>
</tr>
<tr>
<td>Relationships</td>
<td>Good relationships with all security/law enforcement partners is critical to the success of a security program.</td>
<td>Metro has a disrupted relationship with critical law enforcement partners and has minimal relationships with transit and rail industry sources. To be successful, positive relationships should be developed.</td>
</tr>
<tr>
<td>SOPs</td>
<td>Clearly defined procedures set expectations for performance and expectations.</td>
<td>Metro would benefit from clearly defined procedures/procedures for the security and emergency management program.</td>
</tr>
<tr>
<td>Passenger Code of Conduct</td>
<td>Defining a code of conduct for passengers and the public for the rail system communicates expected behavior, if it is consistently enforced.</td>
<td>One of MetroLink's biggest challenges is disorderly behavior. Defining and communication expectations, along with enforcement of the expectations, could improve this.</td>
</tr>
<tr>
<td>Training</td>
<td>Training improves competency to handle challenging situations.</td>
<td>Re-orienting MetroLink training to be pro-active and customer focused will improve staff/partner's capacity to impact security on the system.</td>
</tr>
<tr>
<td>Fare Authorization and Policy</td>
<td>Implementing fair and equitable fare enforcement requires good policies, and appropriate authorization.</td>
<td>MetroLink struggles with fare enforcement and fare evasion, but may find potential solutions in other industry practice.</td>
</tr>
<tr>
<td>Customer Experience</td>
<td>Perception of the equity of the fare program impacts customer's experience on the transit system.</td>
<td>Customer perception on MetroLink is that most people do not pay and that this is related to other criminal behavior. Addressing customer experience around this issue will impact customer perception of MetroLink security.</td>
</tr>
<tr>
<td>Operational Approach</td>
<td>Strategies around fare enforcement have evolved but must be thoughtfully applied to eliminate bias or the perception of bias.</td>
<td>Application of the lessons learned and implemented strategies from other rail agency’s will strengthen MetroLink’s program.</td>
</tr>
<tr>
<td>Management and Measurement</td>
<td>Metrics and measurement are a critical component of any successful fare program</td>
<td>Improving the data around MetroLink fare program will assist in understanding program effectiveness and the ability to address program challenges.</td>
</tr>
</tbody>
</table>
OVERVIEW AND APPROACH

As domestic and international transportation venues experience crime and terrorism, concern for transportation security is growing across transportation and rail providers; as well as stakeholders. To operate safely and securely, the St. Louis MetroLink system must consider how these security threats and vulnerabilities manifest locally on the system.

In response to these growing transportation security concerns, the East West Gateway Council of Governments (EWG) initiated a system-wide security assessment for MetroLink and contracted with a WSP-led team to execute the assessment. This Best Practices Report considers the practices that are being used in the industry to enhance the security of transit systems and the people who interface with those systems. Results from this report contribute to a peer transit agency review of MetroLink and will feed into a system-wide Threat and Vulnerability Assessment (TVA) that will ultimately lead to recommendations and an implementation plan.

This report is organized into the following categories of best practices:

1 Security strategy
2 Crime Prevention Through Environmental Design (CPTED)
3 Technology
4 Security staffing
5 Procedures and training
6 Fare and fare enforcement

The following sources were used to compile the best practices:

- Industry best practices: resources from the American Public Transportation Association (APTA), the Transportation Research Board (TRB), the US Department of Justice’s Office of Community Oriented Policing Services (COPS), among others (refer to Appendix A for an annotated list of resources)
- Peer agency practices: examples and direct input from the Tri-County Metropolitan Transportation District of Oregon (TriMet), Sacramento Regional Transit District (SacRT), Phoenix Valley Metro, Minneapolis Metro Transit, San Diego Metropolitan Transit System (MTS), Washington Metropolitan Area Transit Authority (WMATA), Bay Area Rapid Transit (BART), Charlotte Area Transit System (CATS), Milwaukee County Transit System (MCTS), New York Metropolitan Transportation Authority (NY MTA), Seattle Sound Transit, Caltrain, Port Authority in Pittsburg, and Utah Transit Authority (UTA)
- Expert knowledge¹: contributions from a team of industry experts under each best practice.

¹ This report also incorporates confidential information shared from industry sources and experts that are not specifically cited in the bibliography due to Sensitive Security Information (SSI) considerations.
I SECURITY STRATEGY

The security program for a transit or rail agency is comprised of multiple elements, layered to provide a robust security environment. Security is multi-faceted, as depicted in Figure 1 (FTA 2003). Security programs must address all elements to be effective.

Figure 1. Elements of Protection

Source: FTA 2003
Transit security programs should be **risk** based, and elements should reflect the environment in which the system operates. Larger, multi-model systems with large fleets and multiple facilities require a strategic security strategy that comprehensively addresses all elements of the system.

All security practice guidance and recommendations start with defining and planning for security based on security risk and security risk tolerance. This is consistent with a data-driven approach, as the **risk assessment** provides the data to address the risk and provide protection and mitigations to transit employees, passengers, the public and the infrastructure.

The effectiveness of **layered security** is assessed by the ability to deter, delay, detect, respond, and recover. Implementing a strategic approach that includes all facets provides for redundancy and **defense-in-depth**. The defined security strategy should be documented in a **security plan**. A security plan sets the path for the security program. The plan should address roles and responsibilities for system stakeholders. Risk assessment methodology is delineated with **acceptable risk criteria** and protocols for infrastructure protection defined. The security plan should be a living document, that grows and changes as the system evolves.

### 1.1 SECURITY RISK ASSESSMENT

A security risk assessment, also known as a TVA, is intended to evaluate the transit system’s susceptibility to security threats and to identify vulnerabilities and potential **consequence**. The assessment forms the basis for security design measures, plans and procedures that are to be implemented to reduce or mitigate security risk. It is industry best practice to base security plans and programs on assessed risks.

The process for determining security risk begins with the identification and grouping of agency **assets** critical to operations, their attractiveness as targets for crime, security **incident** or terrorist attack, and their vulnerability to the impacts of a successful criminal or terror incident. **Critical assets** are defined as those assets required to provide services for the **system**. Specifically, critical assets are defined as:

- **People** – Passengers, employees, visitors, vendors, surrounding businesses and communities, and contractors working within the transit environment
- **Property** – Stations and stops, maintenance facilities and yards, rolling stock, tracks, tunnel portals, bridges, crossing protection devices, park-and-ride lots, wayside facilities (signaling equipment, communication rooms/cabinets, and signal rooms/cabinets), fare vending machines, equipment technology, and communication /industrial control systems
- **Information** – Operations and maintenance procedures, security procedures and assessments, computer network information, passwords and facility access codes

There are many acceptable methods of assessing risk with guidance and industry standards available as resources. The Transportation Security Administration (TSA) is currently sponsoring the development of a security risk process for transit and rail operations which should be available in early 2019. Other sources include:


Utilizing a risk based methodology provides for judicious allocation of resources to provide the optimal benefits to the system's security.
2 CPTED

Crime Prevention Through Environmental Design, or CPTED (pronounced Sep-Ted), is a crime prevention philosophy based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime, as well as an improvement in the quality of life. There are four principles of CPTED:

1. Natural Access Control — The physical guidance of people coming and going from a space by the judicial placement of entrances, exits, fencing, landscaping and lighting.
2. Natural Surveillance — The placement of physical features, activities and people in such a way as to maximize safety.
3. Territorial Reinforcement — The use of physical attributes that express ownership, such as fences, pavement treatment, art, signage, and landscape.
4. Maintenance — Allows for the continued use of a space for its intended purpose. It serves as an additional expression of ownership, prevents reduction of visibility from landscaping overgrowth and obstructed or inoperative lighting.

2.1 CPTED BEST PRACTICES OVERVIEW

CPTED best practices provide various tools to evaluate environmental conditions and utilize intervention methods to control human/criminal behavior to reduce the perception and/or fear of crime. The following best practices are organized based on the four principles previously listed. However, it should be noted that many of these practices overlap with respect to professional discipline and jurisdictional responsibilities. It truly takes a village—working with various local, state, regional and federal agencies, as well as business owners, customers, and residents—to realize the full potential of CPTED.

CPTED concepts and strategies use the four interrelated principles of natural surveillance, natural access control, territorial reinforcement, and maintenance. Using knowledge of the behavior of people, crime generators, the physical environment, and the space of an area, CPTED can provide benefits of safety and security if applied to the project planning and design stages, implemented in construction, and maintained during operations. Planning the use of a facility—such as a bus and/or parking garage, transit center, intermodal terminal or a park and ride lot—should also encompass details for optimizing user safety and security. CPTED concepts and strategies have been applied to built environments for years and incorporated into the designs of public facilities not related to transit. By creating an improved sense of safety and security using CPTED principles, it may be possible for transit agencies to increase ridership and build community support for the system.

CPTED emphasizes using the structures, spaces, lighting and people around an area to deter crime and increase loss prevention. While all stakeholders must be responsible to meeting the objectives of the safety and security programs, CPTED concepts and strategies should be identified in consultation with security staff.

In the 2009 TCRP Synthesis 80, Transit Security Update, agencies were surveyed regarding security practices and 30 of 33 responding transit agencies indicated a moderate to high investment in CPTED (TCRP 2009).

Minneapolis Metro Transit utilizes CPTED when planning and reviewing transit corridors and utilizes a CPTED-oriented checklist within its Handbook for Transit-Oriented Development Grant.
Refer to Appendix B for a checklist from APTA’s Recommended Practice for Crime Prevention Through Environmental Design for Transit Facilities (APTA SS-SIS-RP-007-10). This checklist is useful for determining which principles may be applicable to MetroLink.

**NATURAL ACCESS CONTROL**

Natural access control means controlling access to a site such as a station, rail platform, or park and ride lot. The strategic design of streets, sidewalks, building entrances, and landscaping physically guides people through a space. Natural access control denies access to crime targets and creates a perception of risk for potential adversaries. This is achieved by:

- Ensuring that entrances are visible, well lit, and overlooked by windows of storefronts, residences, activity areas, etc.
- Clearly defining entryways and controlling other points of access to a site.
- Highlighting main entrances.
- Clearly marking public walkways and paths.
- Implementing a comprehensive wayfinding system to eliminate confusion for passengers as well as prevent people with criminal intent from taking advantage of such confusion.
- Using landscaping that defines territory, controls access, and creates ownership.
- Installing lighting that illuminates common areas, pathways, parking areas, and entryways.
- Using landscape structures and architectural designs to discourage access to private areas.
- Designing streets, roadways, pathways, driveways and neighborhood gateways to mark public routes.
- Providing an indication of where people are allowed and not allowed.
NATURAL SURVEILLANCE

Natural surveillance is the placement of physical features, activities, and people in a way that maximizes visibility. The intent is to increase the perception that people can be seen, thereby increasing the threat of apprehension to discourage crime. Areas of natural surveillance can be created by:

- Designing landscapes that allow clear, unobstructed views of surrounding areas.
- Maintaining landscaping where ground cover and bushes are no higher than 3 feet and tree limbs are no lower than 6 feet. Proper selection of plant species can reduce the amount of maintenance needed for any landscaping design.
- Improving visibility with lighting and/or transparent building materials.
- Avoiding lighting that creates glare or shadows and ensuring adequate illumination of public areas.
- Avoiding the creation of building entrapment areas (e.g., hiding or ambush points).
- Maximizing visibility by designing doors and windows to look into public areas, including parking lots, roadways or sidewalks.
- Implementing efforts directed at keeping potential intruders under observation.

TERRITORIAL REINFORCEMENT

Territorial reinforcement refers to the development of areas or places where the users feel a strong sense of ownership. It is an umbrella concept embodying all natural surveillance and access control principles. Territorial reinforcement is achieved by:

- Posting signage that expresses ownership.
- Using bollards and knee walls that define transition zones between public and private space while still maintaining natural surveillance.
- Using barriers that are transparent for surveillance, are unobtrusive, and create a sense of community.
- Installing fencing and walls that define territory, express ownership, and provide character and a sense of place.
- Clearly distinguishing the difference between restricted and public areas.
- Implementing landscape plantings, pavement surface treatments, fences, T-walls, etc., to reinforce the territory of restricted or public areas.
- Creating physical designs that enhance or extend the sphere of influence so users develop a sense of ownership.
MAINTENANCE

Care and upkeep demonstrate expression of ownership for the intended purpose of the area. A lack of care indicates loss of control of a space or area and can signal a tolerance for disorder. The following strategies address maintenance:

- Developing asset management plans and programs to ensure regular maintenance is incorporated into the annual budgeting process.
- Keeping up with repairs; making necessary replacements; painting; trimming landscaping; removing trash and debris; enforcing a zero-tolerance policy to graffiti and vandalism; and maintaining aesthetic appearance of assets, equipment and facilities.
- Creating a corporate culture where team members are enabled to report maintenance issues.
- Removing graffiti, trash, and outdated notices from facilities.
- Maintaining the cleanliness and functionality of revenue and nonrevenue areas and spaces.
- Inspecting assets, equipment and facilities to ensure satisfactory operation and appearance.
3 TECHNOLOGY

Best practices around use of technology for securing public transit systems fall into two broad categories: technology that affects security but with a different primary purpose (e.g., ticket vending machines [TVMs]), and technology specifically designed for one or more components of security (e.g., closed-circuit television [CCTV]). This section outlines various transit system technologies that impact security of the system either directly or indirectly. Transit agencies usually pair multiple technologies to create an effective, layered security system.

3.1 CCTV

CCTV can be a powerful tool for transit agencies when its design, technology, and implementation matches its intended use. It becomes less effective, for example, when an agency attempts to use a CCTV system for transit security when it was originally installed for operational purposes only. For this reason, it is important that an agency clearly defines how it intends to use CCTV before it can identify which best practices apply. CCTV can be used for a single purpose or multiple purposes such as operational, responsive, investigative, monitoring, and/or deterrence. When used for security, CCTV is often paired with other technologies such as radio communications, silent alarms, and covert microphones to create an effective security system.

As with any technology, an agency must have effective policies and training in place before implementing CCTV to address both safety/security and liability risk of the system. When developing policies, agencies should consider the labor demands of various CCTV uses to avoid relying on CCTV beyond their ability to monitor activities. For example, an alternative to 24/7 monitoring is using event triggered surveillance that pairs remote-surveillance with intrusion-detection systems. Event-triggered surveillance can be particularly useful for vulnerable parts of the transit system that might not otherwise require constant observation, such as tunnel portals or power substations (FTA 2004).

Technology is continually evolving and CCTV camera, recording, and system design technology is no different. Agencies must be proactive with proper education, reference material, ethical vendors, and technology staff. Agencies must also keep up with future additions and technology updates to the system. Nonproprietary equipment, warranties, and service agreements also need to be looked at closely to keep the CCTV system reliable and up to date. APTA's recommended practice for use in transit-related CCTV systems covers camera specifications, system design, recording, transmission and storage (APTA 2011). Some highlights include the following:

- CCTV technology - tradeoffs between image quality, frame rate, and network load (data rate); choosing cameras that meet the agency's safety, operational and security requirements; black and white versus color cameras

- Design and system architecture - what questions an agency should ask itself to ensure the system meets the needs of the agency

- Camera classifications - how screen resolution requirements vary based on how the CCTV will be applied, i.e., to detect, monitor, recognize, and/or identify

- Evidence handling and documentation for law enforcement (chain of custody) - understanding chain of evidence requirements when drafting procedures and policies around handing, observing, accessing, and distributing CCTV-related files and data
- Maintenance of equipment – developing preventative maintenance schedules, testing camera locations, employing remote monitoring systems where possible, and keeping maintenance logs

A transit agency that uses CCTV must also establish with whom camera data will be shared. CCTV access should be shared with the appropriate law enforcement agency that works in conjunction with the transit agency security office. There should be command and control over who has access to recorded and live video. A privacy policy should be considered for managing the use of images and sounds recorded by the system. Live video viewing from platforms, station and passenger vehicles can be a cost-effective positive customer service tool and crime deterrence by providing a security presence without the cost and randomness of security patrols. A transit agency should have a policy for video viewing, hard copy sharing, and retention. Video for police investigations should have a strict chain of custody to insure the integrity of any prosecution.

### 3.2 PASSENGER ASSISTANCE AND EMERGENCY TELEPHONES

Passenger assistance and emergency telephones provide a quick connection to customer and emergency support, which can both reassure customers that help is readily available should it be needed and can deter potential crime actors by signaling the space is protected. These telephones can help customers feel more secure when waiting and riding the system and therefore enhance customer satisfaction. In addition, well-placed and easy-to-use emergency telephones may result in faster response times (FTA 2004).

The design, placement, and functionality of a passenger assistance and emergency telephone influences its level of effectiveness. Emergency telephones should notify the appropriate public safety personnel of an emergency upon being used. A means of voice communication should be installed at emergency exits and at selected locations within the transit system, and be conspicuously identified with graphics and lighting. This allows customers to quickly identify passenger assistance and emergency telephones and feel safer and more secure during their time using the transit system.

### 3.3 TVMs AND VALIDATORS

The overarching function of a TVM is to accept payment (e.g., cash, credit, debit, smart card) in exchange for issuance of receipts and ticket(s). Ticket validators facilitate sale of pre-paid tickets by date and time stamping tickets at the time of use. In this way, TVMs and validators support fare enforcement by providing a means for transit riders to purchase valid fare before using the system. TVMs also support data collection and analysis and audits by tracking revenue and ticket sales by type (APTA and CAPtech, Inc. 2010). Tracking revenue and ticket sales can help inform related future agency decisions and policies.

The design, user interface, and placement of TVMs and ticket validators influences their effectiveness. For example, if an agency chooses to mark and enforce a “paid fare zone” on their platforms, TVMs and validators need to be located outside the paid fare zone so customers can purchase and validate fare before entering. Similarly, the user interface must be intuitive and informative to maximize convenience for customers to purchase and validate fare. An agency’s decisions surrounding its TVMs and ticket validators should incorporate a multitude of considerations, including but not limited to: ticket sales, cost, passenger wait time and convenience, infrastructure constraints/station and stop layout, evasion opportunities, fare options, maintenance, presence of paid fare zone, and accessibility (TCRP 2002). A well designed and executed TVM and
ticket validator system facilitates fare enforcement, which is described in more detail in Section 6 of this report.

3.4 RADIO

Transit agencies can use radio technology for both external and internal voice communications. The effectiveness of radio is a function of the technology itself, how it is used, and how reliable it is. Communication interoperability between an agency and external public safety agencies is crucial, particularly in emergency situations when radio communications are often public safety personnel’s only lifeline. Other key considerations for radio communications include the ability to simultaneously contact agency personnel instead of requiring individual notifications (e.g., for service changes, emergency situations, etc.); redundancy to eliminate single points of failure and reduce the risk of losing radio communications such as from loss of power or damage to equipment; and backup communication modes and procedures for their use, such as cell phones, email, pagers, dedicated landlines, and/or satellite phones (FTA 2004).

In addition to implementing redundant communication system technology, agencies must clearly establish and practice day-to-day and emergency radio procedures internally and with external partners. Familiarity with the agency’s internal and external radio communications systems reinforces communications procedures and reduces confusion during emergencies.

In general, most transit agencies use one shared radio frequency that all safety and security personnel can use by listening and responding to requests from other personnel. Dispatch also needs access for a singular, unified system (FTA 2004). Optimally, the use of one radio system between a transit agency and its various public safety agency partners is the most seamless approach as multiple radio systems can be challenging if proper protocols are not in place. Any complications with communication can cause frustration, confusion and delayed response times. A singular radio system is not without its challenges, however. Overuse and misuse creates noise that can wash out the necessary messages and communication functions. Communication protocol and standards must be developed and strictly followed and enforced to create an effective and professional communication environment. Therefore, all personnel—internal and external—must be trained to the same standards of use and operation of radio technology.

“Interoperable communication facilitates the ability of personnel and equipment from different agencies and entities to share and communicate information and data.”

—TCRP Synthesis 80 (2009)

3.5 BODY CAMERAS

Body cameras for security personnel are an emerging technology intended to aid incident investigations, clarify police testimony, and deter corrupt practices. The effectiveness of body cameras in meeting these intended benefits is actively under evaluation and not yet conclusive. Body cameras can potentially help ensure security personnel behave professionally and without escalating security events; aid in investigations and police testimony when concerns about an event are raised; and deter police officers and/or offenders into compliant behavior due to the threat of their actions being recorded on camera. A study conducted with the British police force found the odds of use of force were cut in half when body cameras are present (Henstock 2017). However, another study
released in the same year found a non-statistically relevant difference in use of force and civilian complaints when body cameras are present versus not present (Yokum et al. 2017). Until the effects of body cameras on use of force and civilian complaints are better understood, expectations around body cameras should remain conservative and not count on large-scale improvements in desired outcomes. Body cameras should not be considered a “silver bullet” and should not be deployed in isolation but as part of a layered, multi-pronged approach to transit security and security technology.
4 POLICE/SECURITY STAFFING

Staffing security for public transportation systems requires understanding the needs of the system, establishing clear roles and responsibilities across various security staffing types, and supporting open communication and collaboration. Most public transportation systems rely on a mix of security staffing sources to cover their systems. While there is no single “correct” approach to security staffing, there are certain baseline conditions that need to be satisfied in order to effectively staff a transit security team. This section first outlines best practices under the various sources of security staffing and then discusses effective approaches to establishing and managing the relationships between those security staff.

4.1 STAFFING DETERMINATION

Staffing should be a function of both an evaluation of an agency’s security needs and of the staffing requirements necessary to meet those needs.

PLANNING

Planning for a security force requires many decisions to determine the best fit for an agency. It is also important to understand that security staffing needs can evolve as the agency and the community evolve. Questions that should be considered include (NCHRP 2009):

- Is a security presence required?
  - How many full-time equivalents (FTEs)?
  - How many modes and facilities need to be covered?
  - What skill / training level?
- Can local law enforcement provide that presence?
  - Yes, as part of regular civic policing
  - Yes, as part of contracted policing services:
    - Define expectations, staff levels, oversight and other terms
    - Provide / participate in training
  - No: Develop other dedicated security force presence options
  - Partially: Supplement with another security staff option
- Would an in-house dedicated police function provide the needed presence?
  - Is there budget, legal/legislative approval and personnel resources available to develop an effective force?
  - Can the in-house dedicated police force successfully compete for and maintain qualified officers?
- What type of functions are required from the security staff?
  - Law Enforcement
    - Arrests
    - Investigation
    - Special Details
- Security
  - Armed vs Unarmed
  - Detain, Report, Intervene
- Combination

To understand how these issues impact the outcome, each decision is discussed below.

**STAFFING REQUIREMENTS**

The simplest approach to determine staffing for any security or police uses a relief factor to identify the appropriate number of staff per shift or assignment. This is calculated through the following steps (Local Government Performance Center 2012):

1. Determine amount of coverage needed; the staff hours required to cover each post for the year.
2. Calculate amount of available staff time: Evaluate staff time allowing for time off for weekends, vacation, sick leave, report writing and training. This requires understanding:
   - The number of hours per year that an employee is scheduled to work,
   - The number of hours per year, on average, that is allowed for any activity that would take the staff away from the security position or post. This includes vacation, sick leave, report writing, training, etc.
   - Subtracting all the non-post hours (b) from staff hours (a) determines the number of hours an employee is available to cover a post or position.
3. Calculate number of FTEs required to cover one post: Divide post coverage hours (1) by the number of hours an employee is available to work (2).

The resulting relief factor translates to the estimated staff FTEs needed for each post and typically averages between 1.4 and 1.7 (Local Government Performance Center 2012).

Another approach to staffing calculation is the Security Manpower Planning Model, developed by the FTA (FTA 2008). The modeling tool requires the user to insert all security staff (internal security and external police) and to choose the number of staff hours needed to work, including training and vacation hours. The model breaks down locations for types of coverage such as fixed locations and trips, and can also be used for fare enforcement and bus and facility locations. This allows the user not only to see staffing needs but also assist in cost effectiveness. Agencies have used this tool in conjunction with staffing and budgeting to determine hours of coverage.

Both methods are tools that can be used as a basis for determining security staff requirements. Location specific needs, such as areas of concern, special details, large events, also must be factored into the calculations. These methods only provide for security staffing coverage, but does not address other security functions such as managing CCTV or other security technology, assessing security risk, performing security review of plans or designs or other functions that might be assigned to the security department or division.

**DEPLOYMENT**

Deployment strategies should be based on good data and an understanding of the security needs of the system. The FTA-sponsored Transit Cooperative Research Program's (TCRP) Web Only Guidelines for the Effective Use of Uniformed Transit Police and Security Personnel (TCRP 1997a) discusses 26 deployment security strategies and functions. Some of the most utilized strategies or functions include:
- Fixed posts
- Random patrol within a fixed post area
- Directed patrol with post area
- Visibility posts
- System or zone-wide directed mobile patrol
- Fare inspection
- Surveillance monitoring (cameras)
- Anti-gang (Outreach) activities
- Crime prevention (CPTED) implementation

Each of the strategies has a specific use or outcome. Effective security staffing typically utilizes a combination of strategies based on the goals of the program, and the security challenges being experienced. Good practice indicates that deployment strategies must be fluid and flexible, appropriately revisiting and switching strategies to address evolving security issues.

4.2 SWORN VERSUS NON-SWORN

Transit agencies in the US utilize both sworn police and non-sworn security, and often a combination of both to provide needed security presence. The strengths and weaknesses of each type of policing are expressed in Table 2 below:

<table>
<thead>
<tr>
<th>POLICE (SWORN) FORCE</th>
<th>SECURITY (NON-SWORN) FORCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Strength</strong></td>
<td><strong>Weakness</strong></td>
</tr>
<tr>
<td>High crime deterrence</td>
<td>High operating costs</td>
</tr>
<tr>
<td></td>
<td>(salary and benefits)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Power of arrest</td>
<td>Higher start-up costs</td>
</tr>
<tr>
<td></td>
<td>(especially in-house)</td>
</tr>
<tr>
<td>Coordination with</td>
<td>Legislation may be</td>
</tr>
<tr>
<td>other policing and</td>
<td>required</td>
</tr>
<tr>
<td>security agencies</td>
<td></td>
</tr>
<tr>
<td>obtainable</td>
<td></td>
</tr>
<tr>
<td>Respected as law</td>
<td>Transit policing</td>
</tr>
<tr>
<td>enforcement</td>
<td>differs from</td>
</tr>
<tr>
<td></td>
<td>traditional policing</td>
</tr>
<tr>
<td>Highly trained</td>
<td>High degree of control</td>
</tr>
<tr>
<td>personnel with access</td>
<td>of operation</td>
</tr>
<tr>
<td>to specialized units</td>
<td></td>
</tr>
</tbody>
</table>

Few large systems utilize only a security (non-sworn) unit to provide their system policing, though this is the basis for the model used in San Diego. San Diego does have four police officers that support their system but the primary security presence is provided by non-sworn security personnel comprised of in-house Code Compliance Inspectors and contracted security officers who work in tandem to ensure the safety and security of the transit system.

More frequently, transit agencies use non-sworn security to address temporary or short-term security needs such as for large events, new asset acquisition, or other changes in infrastructure where a permanent solution is still being considered. For most permanent security solutions, the more
common choice is a combination force that provides a solid transit police presence supplemented by a security force. This combination optimizes the strength of both options. The police force can be allocated where their expertise and training will provide the most benefit, while the security unit provides presence and feedback throughout the system at a lower cost.

IN-HOUSE POLICING AND SECURITY

In-house police and/or security provides for the highest degree of control over the activities and allows easy deployment strategy options. This model provides for security staff that uphold the transit agency’s interests in providing transportation. Costs for establishing and maintaining an in-house police or security group are high, as all salary, benefits, training, equipment, hiring costs and liability for the activities must be covered. Depending on the size of the group or unit, remaining competitive and allowing for career advancement can be challenging.

IN-HOUSE TRANSIT POLICE

An in-house transit police department is used by several transportation agencies in the United States including WMATA in Washington DC, Metro Transit in Minneapolis-St. Paul, MTA in New York and New Jersey, and Port Authority in Pittsburgh. This model is especially effective on systems that transverse multiple jurisdictions as it allows for consistent policing across a system. An in-house transit police force allows complete control by the transit agency over policing the system and has the capacity for good coverage as there are no competing loyalties. The agency can define police policies and processes that completely fit the agencies goals and objectives. There are challenges with this model as it is costly, legislation may be required to be recognized as law enforcement, and it takes time to develop the capacity and the relationships with other police jurisdictions and security entities to make it effective. Other challenges include attracting and maintaining officers in a competitive market. Smaller transit police forces may be challenged to provide a competitive job market environment and keep officers trained and allow for growth opportunities. Few small and mid-sized transit agencies utilize this approach due to both need and cost. This model is most often found in older, large rail systems that require large security staff/police.

IN-HOUSE TRANSIT SECURITY

Non-sworn transit security, or security officers, can also be part of an in-house model. SacRT in Sacramento, CA, uses an in-house staff of Transit Agents, as shown in Figure 2. This staff provides the coverage on trains and stations for both fare inspection and staff coverage.
Sacramento Regional Transit District

Title: Transit Agent
FLSA Status: Non-Exempt

BRIEF DESCRIPTION:
The purpose of this position is to perform fare inspection activities aboard RT vehicles and within RT’s Fare Paid Zone and to cover patrol responsibilities at the light rail stations and parking lots. This is accomplished by conducting fare inspection and citation issuance activities while vehicles are in-service and providing general customer service. Other duties include: writing reports; maintaining records; attending training; and providing court documentation and testimony. Ability to communicate clearly and professionally on a hand held radio is required.

This position will be considered a demonstration position for up to 2 years. Incumbents should recognize that the position would be eliminated at any time during that 2 year demonstration period and that no guarantee of continued employment exists. If the position were to be eliminated, incumbents could apply for other RT positions, but would have no guarantee of employment in any other classification.

ESSENTIAL FUNCTIONS:
Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

<table>
<thead>
<tr>
<th>(S) Sedentary</th>
<th>(L) Light</th>
<th>(M) Medium</th>
<th>(H) Heavy</th>
<th>(V) Very Heavy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exercising up to 10 lbs. occasionally, or negligible weights frequently; writing most of the time.</td>
<td>Exercising up to 20 lbs. occasionally, or negligible weights frequently; writing most of the time.</td>
<td>Exercising 20-50 lbs. occasionally, or negligible weights frequently; writing most of the time.</td>
<td>Exercising 50-100 lbs. occasionally, or negligible weights frequently; writing most of the time.</td>
<td>Exercising over 100 lbs. occasionally, or negligible weights frequently; writing most of the time.</td>
</tr>
</tbody>
</table>

# Code | Essential Functions |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 M</td>
<td>Performs fare enforcement activities on-board RT vehicles. Checks for proof of fare; issues citations for fare violation infractions checks and verifies passenger identification documents.</td>
</tr>
<tr>
<td>2 L</td>
<td>Enters fare citation information into computerized system, completes various forms and reports including incident and accident reports, appear in court to present evidence and testimony related to job duties.</td>
</tr>
<tr>
<td>3 L</td>
<td>Perform patrol responsibilities at light rail stations and parking lots.</td>
</tr>
</tbody>
</table>

Deployed in-house security is not typical, but can be effective as it provides direct control of services. Like other in-house services, this approach is typically more expensive than utilizing contracted security.

A typical use of in-house security staff is to perform other security functions required by a transit or rail agency, such as the development and implementation of the security strategy and plan for the agency, security reviews of project plans or project requirements, security risk assessments of the operation and facilities, managing security technology and gathering and tracking security data.
4.3 CONTRACTED POLICING AND SECURITY

Contracting for security staff, sworn or non-sworn, is a current practice for many transit and rail properties. The contracted model is utilized to take advantage of cost savings for security/policing, to reduce agency liability or both. For either sworn or non-sworn, the concept allows for the provision of fully trained, qualified and vetted staff to be devoted to the transit environment. The qualifications, expectations and duties are defined within the contract and managed through contract management activities.

CONTRACTED POLICING

Contracting with existing policing jurisdictions to provide services is consistent with the current arrangement utilized by Metro under the memorandum of understanding (MOU). Depending on the number of jurisdictions involved in the alignment or system, agencies may utilize a single entity or multiple entities joined together to provide transit policing services. There are multiple transit agencies that utilize this model: Caltrain contracts with one entity, the San Mateo County Sheriff's Office. TriMet contracts with approximately fifteen Portland-area law enforcement agencies.

Contracted policing provides fully trained and qualified law enforcement officers, who are provided to meet the staffing needs defined in the agreement. This model mitigates the need to attract and maintain qualified officers. The officers maintain their status within the home law enforcement agency, allowing for growth potential. The home law enforcement agency provides oversight and escalation of discipline for the staff. There is also liability protection related to officer activities.

A challenge with contracted policing is developing the coordination or command structure, as well as developing and managing the contractual details to ensure appropriate dedication and response to the transit system. Processes need to address if and how the home law enforcement agency can temporarily “recall” or “borrow back” the seconded staff in times of need, so the transit system is not left without coverage. Success with this model is contingent on good contract management to keep the transit priorities and expectations clearly communicated and agreed upon by all parties. If these conditions do not exist, the contracted model will not produce the results needed and may become burdensome and ineffective. In Minneapolis, the transit system began with a contracted model, but developed an in-house transit police when the contracted service did not provide the needed coverage.

One of the critical considerations surrounding contracted policing is the nature of the agreements with local law enforcement. The contract must provide the basis for the provision of coordinated adequate and appropriate services. Without an adequate contract that has appropriate controls in place, security may be controlled by others, with as little or as much coverage provided as those entities determine necessary. There may be little or no control to match the coverage with security considerations; policing services may or may not match the customer environment or provide for operational concerns; and officers responding to events may not have training that would allow for safe response on the system. Systems that have adopted the contracted approach mostly budget and pay for the policing services from the law enforcement agencies, which provides for budgetary and management control. Without a strong contract or agreement for services and respectful coordination, this model can be challenging. Agencies with contracted law enforcement advise that strong, collaborative contracts that provide clear expectations, roles and responsibilities provide the best outcome for the transit agency.
CONTRACTED SECURITY

Most agencies that utilize non-sworn security as part of their policing plan contract for security services. This provides for a relatively low-cost approach where presence is needed but full law enforcement training and qualifications is not required. The contract should have defined roles and responsibilities, clear metrics for determining performance, and allow for adequate oversight and supervision. Contracted security can be armed or unarmed and can provide a variety of functions. Functional expectations should be fully defined and may range from observe and report to some degree of response and intervention. Typically, security guards provide presence and visibility, which acts as a deterrent to criminal activity. Contracts for non-sworn security must be even more defined than those for law enforcement. With law enforcement, a degree of training, qualifications and skills can be assumed based on the requirements of the law enforcement agency. With security guard contracts, nothing should be assumed and levels of training, physical qualifications, oversight and supervision expectations should be defined, along with metrics for performance.

4.4 PARTNER AGENCIES

Coordination and collaboration with local, state and federal partners is critical to maintaining a strong security presence and program. Threat and criminal trending can be accessed through these partnerships, allowing a data-based approach for security. Local law enforcement, even if not contracted or part of formal agreements, can and should be part of the security program for the agency. Federal and agencies can provide resources, audits and access to security programs that support system security. Use of the resources available can be used to supplement agency resources, but shouldn’t totally define a system’s security program. The TSA has grants and programs that transit systems can utilize. TSA’s major focus is terrorism, an activity that all agencies should be aware of but may not be the most likely threat for many transit agencies. Working with TSA to meet their objectives while also achieving the transit agency specific security goals is a smart use of resources.

Current practice throughout the industry includes participating in local Joint Terrorism Task Force groups and Surface Transportation Information Sharing and Analysis Center, collaborating with other transit agency police and security programs, and staying involved with the APTA security program. All these programs can inform and advise of advancements in transit security.

4.5 RELATIONSHIPS

All transit agencies inherently operate within and travel though one or more jurisdictions. It is imperative that positive working relationships are established among the transit agency, its internal and contracted security, and the police jurisdictions in which it operates. Establishing security plans that lay out roles and responsibilities, appropriate staffing, and collaborative meetings, facilitates the formation of positive relationships around a common goal. Alienation of any component of the security partners weakens the program.
5 PROCEDURES AND TRAINING

Best practices for policing public transportation systems emphasize community policing, which is distinct from the traditional enforcement-based police department approach to crime. Community policing is proactive and focuses on developing and maintaining relationships between officers and riders to build mutual trust and respect. When police and communities collaborate to address crime, they more effectively address underlying issues and change negative behavior on public transportation systems. Community policing often requires discrete transit-specific procedures and training for police and security staff. While there is overlap in best practices for the various types of security on a transit system, there are also distinct practices for each.

5.1 STANDARD OPERATING PROCEDURES

An effective set of policies and procedures that establish the various security system elements and functions is a crucial aspect of successful security programs and systems. Standard operating procedures (SOPs) act as a rule book for agencies to follow and use to carry out operations correctly and consistently. SOPs should also address contingencies for security issues that may arise. Clear, effective procedures allow security personnel to perform their duties well and to rely on an established process when making decisions (FTA 2004). Security-related SOPs should cover both internal and external emergencies and address the following (FTA 2003):

- The system's policy regarding employee responsibilities for the identification and reporting of unusual conditions
- The provision of appropriate personnel and resources to ensure effective notification and management of these conditions, coordinating with local emergency responders as appropriate
- The system's training, exercising, and assessment to initiate and maintain response capabilities and coordinate with local responders

5.2 PASSENGER CODE OF CONDUCT

Codes of conduct, or rider rules, should be a concise list of rules that are used to control the safety, security, and quality of life of people while utilizing the transit system. They should be posted on system vehicles, trains, stops, platforms, and public buildings. Posting codes of conduct helps deter negative behavior and communicate to each customer what is expected of them while using the system. These can be backed by a civil penalty or arrest and enforced by transit security, transit police, and/or specific security staff like San Diego's Code Compliance Inspectors. Most agencies have similar baseline rules plus whatever specific rules required for that particular system, such as tunnel trespassing or ferry operations. Table 3 outlines various common code of conduct areas covered by a range of example transit agencies.
<table>
<thead>
<tr>
<th>CONDUCT AREA</th>
<th>TRANSIT AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BART</td>
</tr>
<tr>
<td>Designated seating</td>
<td></td>
</tr>
<tr>
<td>Distract, disrupt driver or service</td>
<td>X</td>
</tr>
<tr>
<td>Eating, drinking restrictions</td>
<td>X</td>
</tr>
<tr>
<td>Flammable substances, hazardous</td>
<td></td>
</tr>
<tr>
<td>materials</td>
<td></td>
</tr>
<tr>
<td>Harass, disrupt others</td>
<td></td>
</tr>
<tr>
<td>Correct Fare, Paid Fare Area</td>
<td>X</td>
</tr>
<tr>
<td>Littering</td>
<td>X</td>
</tr>
<tr>
<td>Loitering, vagrancy</td>
<td>X</td>
</tr>
<tr>
<td>Loud music, conversation, noise</td>
<td>X</td>
</tr>
<tr>
<td>Non-service animal restrictions</td>
<td>X</td>
</tr>
<tr>
<td>Required clothing, shoes</td>
<td>X</td>
</tr>
<tr>
<td>Respect the ride, others</td>
<td></td>
</tr>
<tr>
<td>Skateboarding, scooters, rollerblades</td>
<td></td>
</tr>
<tr>
<td>Soliciting, non-transit activities</td>
<td>X</td>
</tr>
<tr>
<td>Spit, urinate, defecate</td>
<td>X</td>
</tr>
<tr>
<td>Smoking, alcohol, other drug use</td>
<td>X</td>
</tr>
<tr>
<td>Stroller, carts, baggage</td>
<td></td>
</tr>
<tr>
<td>storage</td>
<td></td>
</tr>
<tr>
<td>Trespass</td>
<td>X</td>
</tr>
<tr>
<td>Vandalism, graffiti</td>
<td>X</td>
</tr>
<tr>
<td>Violence, including threat of</td>
<td>X</td>
</tr>
<tr>
<td>Weapons</td>
<td>X</td>
</tr>
</tbody>
</table>

Milwaukee County Transit System (MCTS): [https://www.mcts.org/rider-information/rules-for-riders](https://www.mcts.org/rider-information/rules-for-riders)
New York Metropolitan Transportation Authority (NY MTA): [https://www.mta.info/nycrcl/rules](https://www.mta.info/nycrcl/rules)
TriMet (Portland): [https://trimet.org/guide/rules.htm](https://trimet.org/guide/rules.htm)
5.3 TRAINING

Training is an important component of any security strategy. A transit agency’s security plan should outline its training program and requirements including qualification, requalification, familiarization, and refresher training programs, to ensure that employees demonstrate an understanding and proficiency in the application of rules, procedures, and equipment (APTA 2014; NCHRP 2009). Training programs should cover all aspects of an agency’s security strategy from planning and design to operations and security awareness. Baseline security awareness training objectives for all transit employees should be established and include behavioral awareness, surveillance, response procedures and self-protection. Additional training should cover how to deal with different situations that may arise on systems such as mental illness and disorderly persons (APTA 2012b).

Training employees to deal with these safety and security issues is a crucial component of ridership safety and the safety of employees, giving employees the tools necessary to deal with unexpected and emergency situations. Transit employee response to and reporting of any incidents or suspicious behavior or activity provides a reliable source of information for an agency’s transit security program (APTA 2012b). If contracted security staff, sworn or non-sworn, is utilized, specific training should be provided to them to inform of the transit environment.
6  FARE AND FARE ENFORCEMENT

Public transit agencies rely on fares to help sustain their facilities and services. However, public transit agencies—particularly those with open, “proof-of-payment” systems—are confronted with fare evasion when passengers use transit services without paying their required fare. Finances are a common challenge for public transit agencies and fare evasion is a direct hit to revenue.

Fare evasion can be contagious. If fare evasion is ignored and free-riders can ride without consequences, fare payment can be perceived as optional. Fare enforcement not only provides consequences for evaders, it reassures compliant customers that paying their fare was correct and valid. Fare inspection and enforcement also engenders an environment of order and safety.

Cities and states with significant public transit systems have in recent years begun reevaluating their fare evasion policies, and many are considering decriminalizing fare evasion. The National Association of City Transportation Officials, whose mission is to “build cities with places for people, with safe, sustainable, accessible and equitable transportation” has also publicly opposed criminal enforcement of fare evasion. Decriminalization of fare evasion is a significant trend that may or may not become a future best practice.

This section provides an overview of current best practices and focuses on fare enforcement at peer agencies, highlighting key issues and summarizing best practices. It is organized into four sections:

- Authorization and Policy
- Customer Experience
- Operational Approach
- Management and Measurement

A summary of best practices follows each of the four sections. The best practices are based on the information from interviews conducted with peer agencies and the policies and practices that they shared. Peer agency practices were validated against best practices compiled by TRB (TCRP 2002), as well as through additional research that included review of publicly available documents and articles.

6.1 AUTHORIZATION AND POLICY

Agencies rely on state and/or local codes as well as agency regulations for enforcement activities and actions. Clear legal authorization and clear, consistent and transparent policies create the foundation for fare enforcement. The fare enforcement environment is built on this foundation and it influences most policies, practices, and procedures.

AUTHORIZATION

The legal framework for fare enforcement is based on the jurisdiction(s) in which the transit system operates. Some agencies cross political sub-divisions and rely on multiple state and local codes to support their fare enforcement activities. Table 4 summarizes the authorization framework for five peer transit agencies with similar proof-of-payment fare collection environments.
Table 4. Authorization

<table>
<thead>
<tr>
<th>Authorization for enforcement (state, local, agency)</th>
<th>SD MTS</th>
<th>MSP Metro</th>
<th>TriMet</th>
<th>WMATA</th>
<th>SACRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>State and local ordinance (state penal code gives authority to enforce)</td>
<td>State Statute</td>
<td>Administrative code</td>
<td>State code for each potential subdivision</td>
<td>State and local ordinance</td>
<td></td>
</tr>
<tr>
<td>Legal instrument (citation, civil penalty, civil infraction, fare surcharge)</td>
<td>Citation</td>
<td>Citation</td>
<td>Citation</td>
<td>Citation</td>
<td></td>
</tr>
<tr>
<td>Court of jurisdiction (superior, county, municipal)</td>
<td>Superior Court</td>
<td>County District Court</td>
<td>Municipal</td>
<td>District court of political subdivision (by county)</td>
<td>Municipal; Superior court</td>
</tr>
</tbody>
</table>

State and local codes, sometimes supplemented by administrative codes and regulations, provide transit agencies with authorization for enforcement. The specific framework varies by transit agency depending on the characteristics of the jurisdiction(s) that the agency serves.

Agencies use standard instruments to commemorate fare infractions. These instruments include citation, civil penalty, civil infraction, and fare surcharge. The surveyed peer agencies each use a citation. The fare infraction instrument used is consistent with the authorization for enforcement.

Courts of jurisdiction are also consistent with the authorization for enforcement and dictated by state and local laws. Some agencies work with courts to reduce their workload and handle matters administratively. The trend to reduce court workload is aligned with the trend to decriminalize fare evasion.

ORGANIZATIONAL POLICIES

Organizational policies stem from and are aligned with the legal framework that provides and authorizes fare enforcement. Basic policies for fare enforcement vary, but a common theme is the creation of a safe and orderly environment. Policies are designed to affirm the legal requirement to pay a fare and to assure fare-paying customers that they and other riders are being treated fairly.

Table 5. Policies

<table>
<thead>
<tr>
<th>Policy</th>
<th>SD MTS</th>
<th>MSP Metro</th>
<th>TriMet</th>
<th>WMATA</th>
<th>SACRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warnings</td>
<td>Limited</td>
<td>For first time offenders</td>
<td>For first time offenders</td>
<td>All juveniles, limited adults</td>
<td>No, but sometimes to juveniles</td>
</tr>
<tr>
<td>Discretion to Inspectors</td>
<td>Only on quality of Life issues</td>
<td>Have discretion as officers</td>
<td>Information unavailable</td>
<td>Have discretion as officers</td>
<td>None</td>
</tr>
<tr>
<td>Removal of Evaders</td>
<td>Cited and removed</td>
<td>Officers discretion</td>
<td>Information unavailable</td>
<td>Citation, pay fare, free to go.</td>
<td>Discretion for youth, etc.</td>
</tr>
</tbody>
</table>
Some agencies issue warnings, particularly to first time offenders and juveniles. Others do not issue warnings, and strictly limit an inspector’s discretion to warn rather than cite. Agencies that use police officers for fare enforcement activities typically have organizational policies that grant them more discretion than policies for civilian fare enforcement agents and security guards.

TriMet plans to provide an incentive for customers to pay fines on time that reduces the burden on the courts and increases agency revenue. TriMet, for example, is moving to decriminalize fare evasion and issue warnings for first time offenders. Offenders who are cited have an opportunity to pay their fine directly to TriMet within 90 days at a significantly reduced fee. If the fine is not paid the matter goes to court. The court may waive the fine if the offender

enrolls in a low-income fare program. It may also levy community service in lieu of a fine. Fines are collected by the municipality and TriMet gets a portion of the revenue, but TriMet collects the entire fee when the offender elects to pay the reduced fine within 90 days directly to the agency.

WMATA does not issue citations to juveniles and its officers are given discretion to issue warnings or provide assistance to customers who they believe did not intend to evade a fare. Even cited fare evaders on Washington’s system are free to go if they pay their fare after they are cited.

Policies toward removal of offenders also varies somewhat from agency to agency. Some agencies remove all offenders from the system; other agencies grant the inspector/officer discretion such as for school children without the proper fare.

Although organizational policies vary from agency to agency, best practice requires they are clearly stated, clearly understood and consistently enforced. Policies that are not clearly stated risk misinterpretation and misapplication. Misinterpretation can lead to inconsistency. Misapplication can lead to unintended outcomes or outcomes that are significantly outside of policy objectives.

**SUMMARY TABLE**

**Table 6. Best Practices: Authorization and Policy**

<table>
<thead>
<tr>
<th>Authorization</th>
<th>Clear, transparent legal authorization is imperative. Authorization may be from state, or local jurisdictions, from agency regulations or from a combination of them. Decriminalization in some systems may increase the role of administrative regulations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Instrument</td>
<td>Agencies use a standard instrument to commemorate fare infractions. These instruments may include the citation, civil penalty, civil infraction, and fare surcharge.</td>
</tr>
<tr>
<td>Court of Jurisdiction</td>
<td>Courts of jurisdiction are determined by state and local laws. Some agencies are working with courts to reduce their workload and handle matters administratively within the agency.</td>
</tr>
<tr>
<td>Policy</td>
<td>Policies reflect state and local laws and agency regulations. Fairness, transparency and demonstrating a visible presence are nearly universal policy objectives.</td>
</tr>
</tbody>
</table>

**6.2 CUSTOMER EXPERIENCE**

Although it may seem contradictory, many agencies strive to ensure that fare enforcement activities enhance rather than detract from the customer experience of using their services. Fare enforcement operations can help improve the perception of law and order in a system and many systems use fare inspectors and other personnel to help unfamiliar customers use the system and its ticketing mechanisms.
Transit agencies recognize that sometimes customers without a valid ticket or authority can have a valid reason and should be given an opportunity to explain it to a fare enforcement officer. In addition, it is important for transit agencies to post signs at every entrance indicating that fares are required within fare zones and on transit vehicles. It should also note that fares are enforced.

Customers should receive a certain level of customer service when they are challenged on ticketless travel. At a minimum, customers should be spoken to politely and clearly and feel confident they will be given an opportunity to provide an explanation. Customers should also have the penalty fare process explained to them, their questions answered, the right to a receipt if they pay the penalty fare in full or in part, and a statement of information related to the penalty fare. They should not feel victimized by fare enforcement officers.

For example, the policy for Metro Transit in Minneapolis is to have its officers focus on customer assistance and help with using the system. Metro Transit officers have discretion to forgive or warn first time offenders. If an officer is satisfied that the passenger did not intentionally evade paying fare, the officer will explain the fare system to the passenger, issue a verbal warning and may ask the passenger to exit the transit vehicle to pay the proper fare. The officer may also allow the passenger to ride to their destination and ensure that the fare is paid upon arrival. Metro Transit's administrative policy is to cite repeat offenders, but officers still have discretion regarding whether to remove them after citing them. Those cited may be subject to trespassing if they return to the property within 30 days. Metro Transit, like other peer agencies, views fare enforcement not only as an important component of its security and revenue efforts, but as key element of customer service efforts as well.

**SUMMARY TABLE**

Table 7. Best Practices: Customer Experience

<table>
<thead>
<tr>
<th>BEST PRACTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Experience</td>
</tr>
<tr>
<td>Fare enforcement efforts should improve the customer experience rather than detract from it. Transparency, included posted signs at all station entrances that fare policies will be enforced, helps set expectations. Uniformed officers provide a reassuring, helpful presence. Complete inspections help customers that have paid their fares prove that they did the right thing and reassures paying customers and free-riders that they will be treated fairly and justly.</td>
</tr>
</tbody>
</table>

**6.3 OPERATIONAL APPROACH**

Strategies for fare enforcement have been shifting in recent years. In the past, agencies focused their enforcement efforts in areas with significant reports of fare evasion. More recently, inspection strategies are moving toward fare sweeps and de-emphasizing targeted enforcement of fare evasion. Table 8 provides examples of inspection strategies from peer agencies.
Table 8. Operational Approach

<table>
<thead>
<tr>
<th>Inspection Strategy</th>
<th>SD MTS</th>
<th>MSP Metro</th>
<th>TriMet</th>
<th>WMATA</th>
<th>SACRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blanket inspections by train teams on beats</td>
<td>Sweep vehicles and platforms</td>
<td>Sweep, do not target individuals</td>
<td>Target specific areas of evasion based on data</td>
<td>Cover entire system</td>
<td></td>
</tr>
<tr>
<td>Cycle through randomized targeted areas</td>
<td>Avoid targeting individuals</td>
<td>Focus on intersecting lines</td>
<td>Uniformed officers at fare gates and fare zones</td>
<td>Reinforce perception of safety and security</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Review citations and include those areas in regular cycles</td>
<td>Check all tickets</td>
<td></td>
<td>Customers want officials present and fares checked.</td>
<td></td>
</tr>
</tbody>
</table>

THE SWEEP STRATEGY

A sweep or blanket inspection of vehicles and fare zone areas is becoming a common practice among transit agencies. Every passenger is asked to show proof of payment. This practice reduces the risk of "profiling," the targeting of inspections to certain passengers with a specific profile. Accusations of profiling have been leveled against transit agencies and featured in their local media. Some accusations have been accompanied by legal action. Many transit agencies are responding to these allegations by reviewing their inspection strategies to remove the potential for bias.

San Diego’s MTS inspection teams conduct blanket inspections of light rail trains on a routine basis by train teams who work “beats.” A beat is the light rail service between two set stations. Train teams get on a light rail train at a specific station and ride to another specified station.

Sweep inspections are used to blanket entire vehicles and fare zones and help agencies avoid allegations that they are targeting individuals or populations.

Metro Transit Police in Minneapolis also use sweeps to control fare evasion. Metro Transit Police officers are required to perform a systematic check of all people starting at one end of the train and proceeding to the other. Officers who are working the platform must check all people as they queue up and must avoid picking out individuals.

Like MTS and Metro Transit, TriMet staff in Portland use sweeps to control fare evasion. Staff start at the ends of a vehicle and move to the center or start at the center and move to the ends. Staff are instructed to sweep entire vehicles and not target individual people.

TARGETED STRATEGIES

Some agencies continue to use targeting as a key element or a component of their enforcement strategy. Targeting enables these agencies to focus their activities, but it can make them more susceptible to allegations of profiling. WMATA in Washington DC, TriMet in Portland, and MTS in Sand Diego each target areas based on fare evasion data.

WMATA uses area targeting as its primary fare enforcement strategy. WMATA police officers analyze crime statistics along with data from bus operators and station agents to identify high crime and high fare evasion areas and then focuses its police activities in those areas. WMATA also positions its police officers near entry and exit gates on its rail system as a deterrent and to target "hoppers" and "pigion-backers."
Some agencies target fare enforcement areas based on crime statistics or other supporting data, but they **rotate targets** to avoid singling out specific populations or geographies.

Although MTS train teams sweep vehicles and fare zones on their beats, MTS also randomly targets specific sections of a line for their activities. MTS changes its targeted areas so sweep patterns remain unpredictable. MTS also works with local police in its various jurisdictions to conduct joint sweeps.

**SUMMARY TABLE**

**Table 9. Best Practices: Operational Approach**

<table>
<thead>
<tr>
<th>Strategy</th>
<th>BEST PRACTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspection Strategy</td>
<td>The inspection strategy should support the fare enforcement policy. Many agencies employ blanket or sweep operations that cover entire vehicles and fare zones for fairness and completeness.</td>
</tr>
<tr>
<td>Discretion to inspectors</td>
<td>Agencies underscore consistency and fairness. Discretion could lead to inconsistent enforcement. Some agencies may afford more discretion to sworn police officers.</td>
</tr>
<tr>
<td>Warnings</td>
<td>A clear policy and a clear practice regarding warnings is important. Some agencies do not issue warnings others allow warnings to first time offenders and juveniles.</td>
</tr>
<tr>
<td>Removal of evaders</td>
<td>Some agencies remove all evaders. Some agencies may make exceptions such as school-bound juveniles.</td>
</tr>
<tr>
<td>Repeat evaders</td>
<td>Tracking recidivism is important. Some agencies have robust internal systems to track repeat offenses, others rely on courts and the legal system.</td>
</tr>
<tr>
<td>Inspection Strategy</td>
<td>The inspection strategy should support the fare enforcement policy. Many agencies employ blanket or sweep operations that cover entire vehicles and fare zones for fairness and completeness.</td>
</tr>
</tbody>
</table>

**6.4 MANAGEMENT AND MEASUREMENT**

Most fare enforcement functions are largely carried out by agency employees, in some cases with assistance from other local agencies or through contracts with private forces. Some agencies use police officers to conduct fare enforcement functions, while others use civilian staff who are specially trained to perform fare inspections and fare enforcement functions. Agencies that use police forces for fare enforcement activities may use both uniformed and plain clothes officers in the function.

**AGENCY PERSONNEL AND CONTRACT SECURITY OFFICERS**

There is not a single best configuration of personnel for successful fare inspection and enforcement; the type of personnel used for fare inspection and enforcement activities varies by agency. Several peer agencies interviewed use either agency personnel or a mix of agency personnel and contract security officers.
Table 10. Inspection Personnel

<table>
<thead>
<tr>
<th>Inspector Type (personnel, contract, armed)</th>
<th>SD MTS</th>
<th>MSP Metro</th>
<th>TriMet</th>
<th>WMATA</th>
<th>SACRT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniformed/Plain Clothed</td>
<td>Uniformed</td>
<td>Both</td>
<td>Uniformed</td>
<td>Both</td>
<td>Both</td>
</tr>
</tbody>
</table>

WMATA in Washington DC, for example, employs sworn officers to handle its fare enforcement activities. WMATA serves many jurisdictions and its police officers are trained and adept at dealing with varying codes, processes and systems scattered throughout the transit system. Police officers are expert at addressing emergencies and handling crimes in areas of need, and their fare collection activities reflect these priorities.

Metro Transit in Minneapolis also uses police officers for fare enforcement activities. Metro Transit officers provide a uniformed presence in the system and carry fare validators. Metro’s policy is for their officers to support customers and issue warnings for first time offenders.

MTS in San Diego relies on teams of agency personnel supported by security guards. The agency personnel are authorized to issue citations, while the armed security officers are authorized to stop evaders, but not cite them. MTS also works with local police on a regular basis to conduct joint sweeps of its system. Sacramento Regional Transit conducts similar sweeps with teams of local police that it refers to as “Blitzes,” which cover an entire station or rail consist. Blitzes also serve as a tool to conduct thorough assessments of fare evasion rates.

TriMet in Portland currently uses agency personnel for its fare enforcement activities. It is also retaining a new contract security service consisting of retired police officers that will supplement agency staff in fare enforcement activities.

Regardless of the type of personnel that agencies deploy for their fare enforcement efforts, they each express a consistent message when describing the benefits of their enforcement activities: 1) uniformed fare enforcement personnel are viewed positively by customers who correctly perceive them as an extra presence in the system, and 2) most fare evaders are not criminals, but most criminals who use the transit system are fare evaders.

MONITORING AND TRACKING INSPECTIONS

Agencies closely monitor the number and rate of inspections, but do not have quotas for citations.

Uniformed fare enforcement officers can be a reassuring presence in the system.

Many agencies have, or are deploying handheld devices used to validate fares. The devices are an important tool to accurately inspect fares and track inspections. Some agencies require inspectors carry more than one device—one for traditional magnetic and smart card media and one for smartphones. A number of agencies that require more than one device are actively seeking to consolidate devices, but all report that mobile inspection equipment is a critical tool for monitoring fare enforcement activities.
San Diego MTS, for example, uses handheld devices as well as manual reports from inspectors to generate regular enforcement activity reports. MTS staff monitor and review results from these enforcement activity reports. MTS supervisors and executives routinely investigate unusual or atypical results and use the reports to manage inspection team activities. Some agencies that don’t have validators rely on criminal and legal processes to track recidivism.

MEASURING EVASION RATES

Most agencies measure fare evasion through their fare enforcement activities. Evasion rates are simply the percentage of passengers inspected who do not possess adequate proof of payment. Further, evasion is defined as the total number of violators (i.e., warnings and citations) rather than citations alone. TriMet conducts an annual survey on its system to measure evasion. Surveyors blanket the system, ask passengers if they have a valid fare, inquire why if they don’t and assure them that there are no consequences for their truthful response.

SUMMARY TABLE

Table 11. Best Practices: Management and Measurement

<table>
<thead>
<tr>
<th>Inspector Type</th>
<th>BEST PRACTICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Some agencies employ fare inspectors, others use sworn police officers, some use both and a few are exploring contracted solutions. Some agencies work closely with local police to perform periodic joint sweep operations.</td>
<td></td>
</tr>
</tbody>
</table>

| Inspection Devices | Handheld devices to support inspection of fare media, particularly smart cards and smart phone apps are imperative where visual inspection is not possible. Even where visual inspection is possible, inspection devices support tracking and may even be used for eTicketing/eCitations. |

| Uniformed / Plain clothes | Uniformed fare inspection teams provide the side benefit of uniformed presence in system. |

| Number of Inspectors | It is imperative to have sufficient inspectors to support proof of payment and supporting enforcement policies and strategies as well as assure a positive customer experience. |
# DEFINITIONS & ACRONYMS

## Table 12. Definitions

<table>
<thead>
<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable risk</td>
<td>The level at which further risk reduction measures or additional expenditure of resources will not result in a significant reduction of risk.</td>
</tr>
<tr>
<td>Assets</td>
<td>People, information, and property for which the transportation system is responsible as legal owner, employer, or service provider, which support the agency's mission of moving people and goods.</td>
</tr>
<tr>
<td>Community policing</td>
<td>A proactive approach to policing that focuses on developing and maintaining relationships between police/security officers and civilians to build mutual trust and respect and collaboratively address crime and change negative behavior.</td>
</tr>
<tr>
<td>Consequence</td>
<td>The severity of impact and probability of loss for a given scenario. Consequences may be measured in qualitative or quantitative terms.</td>
</tr>
<tr>
<td>Crime Prevention Through Environmental Design (CPTED)</td>
<td>A multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED concepts and strategies use the four interrelated principles of natural surveillance, natural access control, territorial reinforcement, and maintenance.</td>
</tr>
<tr>
<td>Crime</td>
<td>An illegal action or omission that constitutes an offense or is considered to be evil, shameful, or wrong.</td>
</tr>
<tr>
<td>Critical assets</td>
<td>Those assets required to provide services for the system. Critical assets include people (e.g., passengers, employees, visitors etc.), property (e.g., stations and stops, maintenance facilities and yards, rolling stock, tracks etc.), and information (e.g., operations and maintenance procedures, security procedures and assessments, computer network information etc.).</td>
</tr>
<tr>
<td>Defense-in-depth</td>
<td>A concept in which multiple layers of security controls (defense) are placed throughout a system. See Layered security.</td>
</tr>
<tr>
<td>Emergency</td>
<td>A sudden, urgent, usually unforeseen event during which injury, death, damage to property or a combination thereof may occur.</td>
</tr>
<tr>
<td>Fare evasion</td>
<td>When passengers use transit services without paying their required fare.</td>
</tr>
<tr>
<td>Incident</td>
<td>An unforeseen event or occurrence with the potential to cause injury or property damage.</td>
</tr>
<tr>
<td>Layered security</td>
<td>A security approach that utilizes measures at several different levels or &quot;layers&quot; throughout a system, and at each facility, to provide greater redundancy and defense-in-depth protection for assets and the system. The concept of layered protection recommends placing the most critical or vulnerable asset in the center of concentric levels of increasingly stringent security measures. This allows multiple opportunities for thwarting or disrupting terrorist and criminal activities and is a key aspect of an effective security management strategy.</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Allows for the continued use of a space for its intended purpose. It serves as an additional expression of ownership, prevents reduction of visibility from landscaping overgrowth and obstructed or inoperative lighting.</td>
</tr>
<tr>
<td>Natural Access Control</td>
<td>The physical guidance of people coming and going from a space by the judicial placement of entrances, exits, fencing, landscaping and lighting.</td>
</tr>
<tr>
<td>Natural Surveillance</td>
<td>The placement of physical features, activities and people in such a way as to maximize safety.</td>
</tr>
<tr>
<td>Rail consist</td>
<td>The combination of two or more rail cars to form a unit such as a baggage car, passenger cars, and a diner car.</td>
</tr>
<tr>
<td>TERM</td>
<td>DEFINITION</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Risk</td>
<td>The likelihood of occurrence of a hazardous event, and the severity of the consequence associated with the hazardous event.</td>
</tr>
<tr>
<td>Risk assessment</td>
<td>An analysis that examines and evaluates the assets and operations of the system taking into account possible hazards and consequence.</td>
</tr>
<tr>
<td>Safety</td>
<td>Freedom from unintentional harm.</td>
</tr>
<tr>
<td>Security</td>
<td>Freedom from intentional harm.</td>
</tr>
<tr>
<td>Security plan</td>
<td>A document adopted by the transit agency detailing its security policies, objectives, responsibilities and procedures.</td>
</tr>
<tr>
<td>System</td>
<td>A composite of people (employees, passengers, others), property (facilities and equipment), environment (physical, social, institutional), and procedures (standard operating, emergency operating, and training), which are integrated to perform a specific operational function in a specific environment.</td>
</tr>
<tr>
<td>Territorial Reinforcement</td>
<td>The use of physical attributes that express ownership, such as fences, pavement treatment, art, signage, and landscape.</td>
</tr>
<tr>
<td>Terrorism</td>
<td>Intentionally indiscriminate violence as a means to create terror or fear among masses of people or to achieve a religious or political aim.</td>
</tr>
<tr>
<td>Threat</td>
<td>Any intentional action with the potential to cause harm in the form of death, injury, destruction, disclosure, interruption of operations, or denial of services.</td>
</tr>
<tr>
<td>Threat and Vulnerability Assessment (TVA)</td>
<td>A security risk assessment that is intended to evaluate the system's susceptibility to security threats and to identify vulnerabilities and potential consequence. The TVA forms the basis for security design measures, plans and procedures that are to be implemented to reduce or mitigate security risk.</td>
</tr>
<tr>
<td>Vulnerability</td>
<td>Any weakness, flaw or condition that allows and/or can be exploited, for the successful realization of a potential threat against the system and its assets.</td>
</tr>
</tbody>
</table>

### Table 13. Acronyms

<table>
<thead>
<tr>
<th>ACRONYM</th>
<th>MEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>APTA</td>
<td>American Public Transportation Association</td>
</tr>
<tr>
<td>BART</td>
<td>Bay Area Rapid Transit</td>
</tr>
<tr>
<td>BIPS</td>
<td>Buildings and Infrastructure Protection Series</td>
</tr>
<tr>
<td>CATS</td>
<td>Charlotte Area Transit System</td>
</tr>
<tr>
<td>CCTV</td>
<td>Closed Circuit Television</td>
</tr>
<tr>
<td>COPS</td>
<td>Community Oriented Policing Services (US Department of Justice)</td>
</tr>
<tr>
<td>CPTED</td>
<td>Crime Prevention Through Environmental Design</td>
</tr>
<tr>
<td>DHS</td>
<td>Department of Homeland Security</td>
</tr>
<tr>
<td>EWG</td>
<td>East West Gateway Council of Governments</td>
</tr>
<tr>
<td>ACRONYM</td>
<td>MEANING</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>FTA</td>
<td>Federal Transit Administration</td>
</tr>
<tr>
<td>FTE</td>
<td>Full-Time Equivalent</td>
</tr>
<tr>
<td>IRVS</td>
<td>Integrated Rapid Visual Screening Series</td>
</tr>
<tr>
<td>MCTS</td>
<td>Milwaukee County Transit System</td>
</tr>
<tr>
<td>MOU</td>
<td>Memorandum Of Understanding</td>
</tr>
<tr>
<td>MTA</td>
<td>Metropolitan Transportation Authority (New York)</td>
</tr>
<tr>
<td>MTS</td>
<td>Metropolitan Transit System (San Diego)</td>
</tr>
<tr>
<td>NIPP</td>
<td>National Infrastructure Protection Plan</td>
</tr>
<tr>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
</tr>
<tr>
<td>SacRT</td>
<td>Sacramento Regional Transit District</td>
</tr>
<tr>
<td>SOP</td>
<td>Standard Operating Procedure</td>
</tr>
<tr>
<td>SSI</td>
<td>Security Sensitive Information</td>
</tr>
<tr>
<td>TCRP</td>
<td>Transit Cooperative Research Program</td>
</tr>
<tr>
<td>TRB</td>
<td>Transportation Research Board</td>
</tr>
<tr>
<td>TriMet</td>
<td>Tri-County Metropolitan Transportation District of Oregon</td>
</tr>
<tr>
<td>TSA</td>
<td>Transportation Security Administration</td>
</tr>
<tr>
<td>TVA</td>
<td>Threat and Vulnerability Assessment</td>
</tr>
<tr>
<td>TVM</td>
<td>Ticket Vending Machine</td>
</tr>
<tr>
<td>UTA</td>
<td>Utah Transit Authority</td>
</tr>
<tr>
<td>WMATA</td>
<td>Washington Metropolitan Area Transit Authority</td>
</tr>
</tbody>
</table>
The references below provide further detail on the best practices described in this report and are followed by Table 14 that indicates which best practice(s) each referenced standard document covers. Refer to Appendix A for summaries of each standard document.


TCRP. 2016a. Onboard Camera Applications for Buses. TCRP Synthesis 123.


<table>
<thead>
<tr>
<th>RESOURCE</th>
<th>BEST PRACTICE AREA</th>
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</thead>
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<td>SECURITY STRATEGY</td>
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<tr>
<td>NCHRP 2014</td>
<td></td>
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<tr>
<td>RTA 2010</td>
<td>X</td>
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<tr>
<td>TCRP 1997a</td>
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</tbody>
</table>
| TCRP 1997b                              | X                   | X      | X          | X                 | X                  | X
| TCRP 2000                               | X                   |        |            |                   | X                  |
| TCRP 2002                               |                     |        |            |                   |                    |
| TCRP 2003                               |                     |        |            |                   |                    |
| TCRP 2009                               | X                   | X      | X          | X                 | X                  |
| TCRP 2011                               |                     |        |            |                   |                    |
| TCRP 2013                               |                     |        |            |                   |                    |
| TCRP 2015                               | X                   | X      | X          | X                 | X                  | X

<table>
<thead>
<tr>
<th>RESOURCE</th>
<th>BEST PRACTICE AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SECURITY STRATEGY</td>
</tr>
<tr>
<td>TCRP 2016a</td>
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<tr>
<td>TCRP 2016b</td>
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<td>TCRP 2016c</td>
<td></td>
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<td>TCRP 2017</td>
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<tr>
<td>Yokum, D. A. Ravishankar and A. Coppock 2017</td>
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</tr>
</tbody>
</table>
APPENDIX

A SUMMARY OF STANDARDS & BEST PRACTICES
Table 15 below provides additional detail and summaries of the best practices and industry standards documents referenced in this report as they apply to Metrolink. The summary table is intended to provide enough information to identify which document covers the specific information sought after in a given situation at Metrolink. Refer to the source documents for further guidance.

<table>
<thead>
<tr>
<th>RESOURCE</th>
<th>TOPIC(S)</th>
<th>SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>APTA. 2010. Crime Prevention Through Environmental Design (CPTED) for Transit Facilities. Transit Infrastructure Security Working Group SS-SRM-RP-007-10, Approved June 24, 2010.</td>
<td>CPTED strategy overview. Applying CPTED strategies</td>
<td>Describes how CPTED emphasizes using the structures, spaces, lighting and people around an area to prevent crime and to increase loss prevention. Strategies include: Risk assessment &amp; CPTED survey - to determine which CPTED principles apply. Training - transit-specific application of CPTED. Accepted industry CPTED strategies:  • Natural surveillance - using physical features, activities, people to maximize visibility  • Natural access control - channeling people into/along/out of spaces, deterring entry  • Territoriality - psychological deterrent to crime, reinforces boundaries and use  • Activity support - encouraging authorized use of space to discourage crime  • Maintenance - demonstrates ownership and intolerance for disorder  • Design (including a Design Consideration Checklist) - to help decide which principles may be applicable</td>
</tr>
<tr>
<td>APTA. 2012a. Recognizing and Responding to Unattended Packages, Objects and Baggage. APTA Security Risk Management Workgroup SS-SRM-RP-007-12, Approved December 2012.</td>
<td>Strategy to understanding unattended packages; what is and isn’t a threat</td>
<td>Describes how to recognize and respond to Hidden, Obviously suspicious and not Typical (HOT), i.e., suspicious and nonsuspicious packages. Covers responding to suspicious items and how to escalate.</td>
</tr>
<tr>
<td>APTA. 2012b. Security Awareness Training for Transit Employees. APTA Security Risk Management Working Group SS-SRM-RP-005-12, Published March 2012.</td>
<td>Security issues all employees, including contractors should be made aware of and how to handle</td>
<td>Describes how to recognize the difference between normal, suspicious and dangerous activity and define roles in recognizing and reacting to suspicious activity; identify the transit priorities that effective security awareness will protect; recognize transit crime (trespassing, vandalism, sabotage, personal crimes); address quality of life issues such as smoking on transit, loud music, unruly behavior, urination/dejection, alcohol and drug violations, throwing objects, unusual odors and loud music; address fare evasion.</td>
</tr>
</tbody>
</table>
## APPENDIX

<table>
<thead>
<tr>
<th>RESOURCE</th>
<th>TOPIC(S)</th>
<th>SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>APTA. 2013b. Transit Incident Drill and Exercises. APTA Security Emergency Management Working Group SS-SM-5-004-09, Approved June 27, 2009, Revised April 1, 2013.</td>
<td>Guide to effective drills and exercises</td>
<td>Documents how well-designed and well-executed exercises are the most effective means of assessing and validating policies, plans, procedures, training, equipment, assumptions and interagency agreements; clarifying roles and responsibilities; improving interagency coordination and communications; identifying gaps in resources; measuring performance; and identifying opportunities for improvement.</td>
</tr>
<tr>
<td>ASIS International. 2004. Private Security Officer Selection Training Guideline.</td>
<td>Security officer selection and training</td>
<td>Recommends minimum selection and training qualifications to improve the performance of private security officers and the quality of security services. Recommendations based on in-depth research efforts, including studying requirements for private security officers from AZ, CA, FL, NY, OR, UT, VA, and ND.</td>
</tr>
<tr>
<td>ASIS International. 2017. Mass transit security. Supply Chain and Transportation Council.</td>
<td>Security Awareness by understanding what kind of target transit security is</td>
<td>Covers the role of transit employees in security, including gathering intelligence, surveillance (what to look for regarding suspicious activity) and conducting security tasks.</td>
</tr>
<tr>
<td>COPs. 2009. Effective policing and crime prevention: A problem-oriented guide for mayors, city managers, and county executives.</td>
<td>Problem-Oriented Guide for Mayors, City Manager, and County Executive</td>
<td>Describes how to create effective policing, understanding the role of policing and crime intervention and how local governments can control and prevent crime and disorder.</td>
</tr>
<tr>
<td>RESOURCE</td>
<td>TOPIC(S)</td>
<td>SUMMARY</td>
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<tr>
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</tr>
<tr>
<td>FTA. 2004, Transit Security Design Considerations</td>
<td>Importance of security for transit systems, Access management, systems integration, and communications</td>
<td>Comprehensive report focused on designing and implementing a security strategy. Covers utilizing mobile radio communications, rail communications and control, Operational Control Centers, public communication systems, data sharing systems, alternate communications centers, and network security. Security plans should include measures to detect, defeat, minimize (damage), response and recovery.</td>
</tr>
<tr>
<td>FTA. 2008, Security Manpower Planning Model</td>
<td>Calculating staffing</td>
<td>Provides a decision support tool to enable transit security planners the ability to assess impacts of strategic decisions on resources and staffing. Based on inputted data, the model estimates needed staffing levels and budgeting.</td>
</tr>
<tr>
<td>Henstock, D and B. Arieri. 2015. Testing the Effects of Body Worn Video on Police Use of Force during Arrest: A Randomized Controlled Trial. European Journal of Criminology. Retrieved from <a href="https://journals.sagepub.com/doi/abs/10.1177/1477370816481120">https://journals.sagepub.com/doi/abs/10.1177/1477370816481120</a></td>
<td>Study on body cameras on police officers</td>
<td>Study of the use of body cameras by British police force that evaluated in actions taken by officers during use of force encounters. Researchers found the odds of use of force were cut in half when body cameras were present.</td>
</tr>
<tr>
<td>Local Government Performance Center. 2012. Calculating Staffing needs using the Relief Factor Method. Retrieved from <a href="http://www.pers.state.wv.gov">www.pers.state.wv.gov</a></td>
<td>Calculating staffing</td>
<td>Outlines steps using a relief factor to identify the appropriate number of security staff per shift of assignment. The resulting relief factor translates to the estimated staff FTEs needed for each post.</td>
</tr>
<tr>
<td>NCHRP. 2009, Security 101: A Physical Security Primer for Transportation Agencies. TRB Surface Transportation Security Volume 14</td>
<td>Risk management and assessment, Plans and strategies, Physical security countermeasures, Security personnel and training, Infrastructure protection, Homeland security</td>
<td>Provides a broad overview of how transportation agencies should approach physical security. Covers security plans and TVAs; security in the design process; funding for security; physical security countermeasures (e.g., signs, telephones, lighting, CCTV, etc.); security personnel, committees, and training; design principles for critical infrastructure and assets; homeland security laws, statutes, directives, response plans (e.g., National Infrastructure Protection Plan). Also includes an annotated bibliography in the appendix with additional resources surrounding physical security for transportation systems.</td>
</tr>
<tr>
<td>RESOURCE</td>
<td>TOPIC(S)</td>
<td>SUMMARY</td>
</tr>
<tr>
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</tr>
<tr>
<td>RTA, 2010. Reclaiming the corner of chaos. Retrieved from <a href="https://www.tta.us/ride/rtaweb/reports/rtawebflgpd2010000.pdf">https://www.tta.us/ride/rtaweb/reports/rtawebflgpd2010000.pdf</a></td>
<td>Application of CPTED principles</td>
<td>Description of the Greater Dayton Regional Transit Authority (RTA) multipronged approach to address crime and public perception of its headquarters and bus hub. Included environmental alterations; education of RTA personnel and police; and targeting of high-rate offenders. Disturbance calls dropped (involved 1 or more police units) from forty-seven (47) incidents in 2009 to only six (6) for first quarter of 2010, with none reaching media attention. Citizen perceptions of the area dramatically improved.</td>
</tr>
<tr>
<td>TCPR. 1997b. Improving transit security. TCPR Synthesis 21.</td>
<td>Explains various types of safety and security tactics</td>
<td>Discusses the impact of transit violence and the need for reliable transit crime data. Covers physical surveillance and security strategies such as patrols, CPTED, educational/informational campaigns, alarms and access systems.</td>
</tr>
<tr>
<td>TCPR. 2000. Developing Useful Transit-Related Crime and Incident Data. TCPR Web Document 18 (Project P-3A): Contractor’s Final Report.</td>
<td>Suggested crime data analysis techniques from various transit agencies</td>
<td>Describes methods for collecting, analyzing, and using data on transit-related crime to inform decisions on personnel deployment and allocation of security resources. Recommendations include using dedicated transit police departments dedicated transit crime unit within local police force; and contracts with local law enforcement, and/or private security companies.</td>
</tr>
<tr>
<td>TCPR. 2002. A Toolkit for Self-Service, Barrier-Free Fare Collection. TCPR Report 80.</td>
<td>Barrier-free fare collections technologies and suggestions</td>
<td>Explains the fundamental practices of self-service, barrier-free fare collection (SSFC) and related benefits and challenges with this style of collection including comparison of different fare collection strategies, policy and enforcement (e.g., legal authorization for enforcement, measuring evasion rate, inspection strategy etc.), operational (e.g., fare structure, use of electronic fare media, etc.), and capital and equipment (e.g., SSFC, TVM, ticket validators, user interface, etc.).</td>
</tr>
<tr>
<td>RESOURCE</td>
<td>TOPIC(S)</td>
<td>SUMMARY</td>
</tr>
<tr>
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</tr>
<tr>
<td>TCRP 2003. Intrusion Detection for Public Transportation Facilities Handbook. TCRP Report 86.</td>
<td>Explains the purpose and scope of Intrusion Detection Systems (IDS)</td>
<td>Addresses needs for evaluating and upgrading intrusion detection systems of transit agency facilities (including tunnels, bridges, buildings, power stations, transfer stations, rail yards, bus yards, parking lots) and their transit vehicles (such as buses, trains, support vehicles, and special purpose vehicles). Provides guidance on assessing system needs; developing system designs; and estimating system costs, benefits, and risks. Covers security data management systems (SDMS), intelligence software, sensor systems, video systems, lighting systems.</td>
</tr>
<tr>
<td>TCRP 2011. Video Surveillance Uses by Rail Transit Agencies: A Synthesis of Transit Practice. TCRP Synthesis 90.</td>
<td>Video surveillance development, use, and administrative considerations</td>
<td>Documents current use of electronic video surveillance technology by passenger rail agencies and considers the totality of its use, including onboard railcars and along the ROW. Describes administrative policies on monitoring video images; policies on archiving and storing images and access to them by employees, public agencies (e.g., police), and general public; and funding sources for installing new or upgrading existing systems.</td>
</tr>
<tr>
<td>TCRP 2013. Use of Electronic Passenger Information Signage in Transit. TCRP Synthesis 104.</td>
<td>Electronic signage aids in customer satisfaction and opens avenue for private sector</td>
<td>Documents best practice use of electronic passenger information signage using five elements: underlying technology, sign technology, characteristics of the information, resources required, and decision process used to determine its use. Includes case study examples.</td>
</tr>
<tr>
<td>TCRP 2015. Policing and Security Practices for Small- and Medium-Sized Public Transit Systems. TCRP Report 180.</td>
<td>Security risks for medium-sized transit agencies.</td>
<td>Provides baseline options following the 5 stages of protection (prevention, mitigation, preparedness, response, recovery) and identifies potential security countermeasures that could be deployed by both small- and medium-sized transit agencies. Intended primarily for transit agency personnel without a security background whose work requires them to address, perform, or supervise security activities as a part of their overall job responsibilities.</td>
</tr>
<tr>
<td>TCRP 2016. Onboard Camera Applications for Buses. TCRP Synthesis 123.</td>
<td>Cameras provide safety and security for transit agencies</td>
<td>Explores onboard camera current technologies, research, and opportunities. Demonstrates how surveillance systems are used to improve operations, safety, security, training, and customer satisfaction, and how surveillance also allows customers to feel safer and more secure on their rides.</td>
</tr>
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### APPENDIX

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<thead>
<tr>
<th>RESOURCE</th>
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</thead>
<tbody>
<tr>
<td>TCRP, 2016b. Transit Agency Practices in Interacting with People Who Are Homeless. TCRP Synthesis 181.</td>
<td>Study on how to communicate and deal with homeless populations on transit systems</td>
<td>Describes effective practices, approaches, and outcomes regarding interactions within the transit industry with people who are homeless. Demonstrates how transit agency and police should work with local shelters/social work entities to deal with the homeless, which has shown to be successful for homeless and improved customer satisfaction.</td>
</tr>
<tr>
<td>TCRP, 2016c. Using Pictograms to Make Transit Easier to Navigate for Customers with Communication Barriers. TCRP A-33A Final Report.</td>
<td>Pictogram usage and purpose</td>
<td>Reviews the effectiveness of using pictograms in communicating emergency information and behavioral modification in a transit emergency to people with communication challenges. Reports that pictograms can be effective but further study is required to identify which universal images convey the messages transit personnel consider most important.</td>
</tr>
<tr>
<td>TCRP, 2017. Addressing Difficult Customer Situations. TCRP Synthesis 127.</td>
<td>Guide to dealing with difficult customers</td>
<td>Identifies current practices used by transit agencies to prevent, prepare for, and deal with incidents involving difficult customers or passengers and the variety of circumstances that can arise when they use transit system facilities or vehicles. Covers extensive training of transit personnel and the use of technology to discourage and detect inappropriate behavior.</td>
</tr>
<tr>
<td>Yokum, D., A. Ravishanker and A. Cappock. 2017. Evaluating the Effects of Police Body-Worn Cameras: A Randomized Controlled Trial. The LAB @ DC. Retrieved from <a href="https://bwc.dc.gov/blog/2017/mar/10-2017.pdf">https://bwc.dc.gov/blog/2017/mar/10-2017.pdf</a>.</td>
<td>Body cameras</td>
<td>Estimate very small average treatment effects on all measured outcomes (e.g., documented use of force, civilian complaints), none of which rose to statistical significance. Concludes expectations for large-scale behavioral changes in policing due to body cameras maybe be over-optimistic.</td>
</tr>
</tbody>
</table>
APPENDIX

Table 16 is a checklist from APTA's *Recommended Practice for Crime Prevention Through Environmental Design for Transit Facilities* (APTA SS-SIS-RP-007-10). This checklist is useful for determining which principles may be applicable to MetroLink.

**Table 16. CPTED Design Considerations Checklist (APTA 2010)**

<table>
<thead>
<tr>
<th>PERFORMANCE STANDARD AND FUNCTIONAL AREA CONSIDERATIONS</th>
<th>EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Building interior</strong>&lt;br&gt;Provide natural surveillance for common/open space areas.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Active uses or habitable rooms are positioned with windows adjacent to main common/open space area.</td>
<td></td>
</tr>
<tr>
<td>□ Adequate lighting is provided in hallways, restrooms, stairways and work areas.</td>
<td></td>
</tr>
<tr>
<td>□ The building has separate areas for receiving mail, deliveries, etc.</td>
<td></td>
</tr>
<tr>
<td>□ There is an integrated communication system throughout the building.</td>
<td></td>
</tr>
<tr>
<td>□ There are no obstructions that prevent visibility through windows.</td>
<td></td>
</tr>
<tr>
<td>□ Waiting areas and external entries to elevators/stairwells are located close to areas of active use to make them visible from the building entry.</td>
<td></td>
</tr>
<tr>
<td>□ Seating is in areas of active use.</td>
<td></td>
</tr>
<tr>
<td><strong>Entrances</strong>&lt;br&gt;Provide entries that are clearly visible.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Entrances are designed to allow users to see into them before entering.</td>
<td></td>
</tr>
<tr>
<td>□ Entrances are clearly identified.</td>
<td></td>
</tr>
<tr>
<td><strong>Fencing</strong>&lt;br&gt;Fence design should maximize surveillance from the street to the building and from the building to the street, and minimize opportunities for intruders to hide.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Front fences are predominantly open in design, such as pickets or wrought iron, or low in height.</td>
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</tr>
<tr>
<td>□ High solid front fences are designed in a manner that incorporates open elements to allow visibility above the height of 5 feet.</td>
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</tr>
<tr>
<td>□ If noise insulation is required, double glazing is installed at the front of the building rather than solid fences higher than 5 feet.</td>
<td></td>
</tr>
<tr>
<td><strong>Landscaping</strong>&lt;br&gt;Avoid landscaping that obstructs natural surveillance and allows intruders to hide.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Trees with dense, low-growth foliage are spaced, or their crowns are raised to avoid a continuous barrier.</td>
<td></td>
</tr>
<tr>
<td>□ Low groundcover, shrubs a maximum of 24 inches in height, or high-canopied trees (clean trimmed to a height of 8 feet) are used around parking areas and along pedestrian pathways.</td>
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</tr>
<tr>
<td>□ Vegetation that conceals the building entrance from the street is avoided.</td>
<td></td>
</tr>
<tr>
<td>Exterior lighting</td>
<td>EVALUATION</td>
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<tr>
<td>--------------------------------------------</td>
<td>------------------------------------------------</td>
</tr>
<tr>
<td>Provide exterior lighting that enhances natural surveillance.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Lighting plan is prepared in accordance with Illuminating Engineering Society of America (IESA) Standards, which addresses project lighting in a comprehensive manner. Lighting approach is consistent with local conditions and crime problems.</td>
<td></td>
</tr>
<tr>
<td>□ Elevated light fixtures (poles, light standards, etc.) are located in a coordinated manner that provides the desired coverage. The useful ground coverage of an elevated light fixture is roughly twice its height.</td>
<td></td>
</tr>
<tr>
<td>□ For areas intended to be used at night, lighting supports visibility. Where lighting is placed at a lower height to support visibility for pedestrians, it is vandal-resistant.</td>
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<tr>
<td>□ Inset or modulated spaces on a building façade, access/egress routes and signage are well lit.</td>
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</tr>
<tr>
<td>□ In areas used by pedestrians, lighting shines on pedestrian pathways and possible entrapment spaces.</td>
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</tr>
<tr>
<td>□ Lighting takes into account vegetation, in both its current and mature forms, as well as any other element with the potential for blocking light.</td>
<td></td>
</tr>
<tr>
<td>□ Areas not intended for nighttime use are not lit, to avoid giving a false impression of use or safety. If danger spots are usually vacant at night, then avoid lighting them and close them off to pedestrians.</td>
<td></td>
</tr>
<tr>
<td>□ &quot;Safe routes&quot; are selected and lit so that these become the focus of legitimate pedestrian activity after dark.</td>
<td></td>
</tr>
<tr>
<td>□ Light standards and electrical equipment are located away from walls or low buildings to avoid climbing opportunities.</td>
<td></td>
</tr>
<tr>
<td>□ Photocell rather than time switches are used for exterior lighting.</td>
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<tr>
<td>□ In areas used primarily by older people, higher levels of brightness are provided in public/common areas.</td>
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<table>
<thead>
<tr>
<th>Mix of uses</th>
<th>EVALUATION</th>
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</thead>
<tbody>
<tr>
<td>In mixed-use buildings, increase opportunities for natural surveillance while protecting privacy.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Where allowed by city code, ticket kiosks and shops are located on lower floors and offices on upper floors. In this way, office workers can observe the businesses after hours, while the office entrances can be observed by the business during business hours.</td>
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</tr>
<tr>
<td>□ Food kiosks, restaurants, etc. are included within parks and parking structures, if applicable.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Security bars, shutters and doors</th>
<th>EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where used and permitted by building and fire codes, security bars, shutters and doors should allow observation of the street and be consistent with the architectural style of the building.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>□ Security bars and security doors should be visually permeable (see-through).</td>
<td></td>
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</tbody>
</table>
## ACCESS CONTROL

**Building identification**

*Ensure that buildings are clearly identified by street number to prevent unintended access and to assist people who are trying to find the building.*

- Street numbers are plainly visible and legible from the street or road fronting the property.
- Street numbers are made of durable materials, preferably reflective or luminous, and unobstructed (e.g. by foliage).
- For larger projects, location maps (fixed plaque format) and directional signage are provided at public entry points and along internal public routes of travel.

**Entrances**

*Avoid confusion in locating building entrances.*

- Entrances are easily recognizable through design features and directional signage.
- Entry access into facilities is limited.
- The number of entry points is minimized.

**Landscaping**

*Use vegetation as barriers to deter unauthorized access.*

- Consider using thorny plants as an effective barrier.

**Landscaping location**

*Avoid placement of vegetation that would enable access to a building or to neighboring buildings.*

- Large trees, garages, utility structures, fences and gutters are not located next to second-story windows or balconies that could provide a means of access.

**Security**

*Reduce opportunities for unauthorized access.*

- There is some kind of active surveillance (CCTV, alarm systems, guard service or police patrols).
- Floor-level windows are made of lexan, polycarbonate, etc.
- Doors to critical areas are secured, or have access control.
- The facility practices key control.
- The facility practices inventory control.
- Tamper-proof locking systems are used for the building and offices.
- Consider the use of security hardware and/or human measures to reduce opportunities for unauthorized access.
<table>
<thead>
<tr>
<th>PERFORMANCE STANDARD AND FUNCTIONAL AREA CONSIDERATIONS</th>
<th>EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signage</strong></td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td><em>Ensure that signage is clearly visible, easy to read and simple to understand.</em></td>
<td></td>
</tr>
<tr>
<td>□ Strong colors, standard symbols and simple graphics are used for informational signs.</td>
<td></td>
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<tr>
<td>□ There is signage to reinforce transition zones and give direction.</td>
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</tr>
<tr>
<td><strong>Surface parking and parking structures:</strong></td>
<td></td>
</tr>
<tr>
<td>□ Upon entering the parking area, both pedestrians and drivers can get a clear understanding of the direction to stairs, elevators and exits.</td>
<td></td>
</tr>
<tr>
<td>□ In multi-level parking areas, creative signage is used to distinguish among floors to enable users to easily locate their cars.</td>
<td></td>
</tr>
<tr>
<td>□ Users are advised of security measures that are in place and where to find them — i.e., security phones or the intercom system.</td>
<td></td>
</tr>
<tr>
<td>□ Signage is provided in the parking area advising users to lock their cars.</td>
<td></td>
</tr>
<tr>
<td>□ Where exits are closed after hours, this information is indicated at the parking area entrance.</td>
<td></td>
</tr>
<tr>
<td><strong>OWNERSHIP</strong></td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td><em>Maintenance</em></td>
<td></td>
</tr>
<tr>
<td>Create a &quot;cared for&quot; perception.</td>
<td></td>
</tr>
<tr>
<td>□ Building is well-maintained.</td>
<td></td>
</tr>
<tr>
<td>□ Landscaping is well-maintained, to give an impression of ownership, care and security.</td>
<td></td>
</tr>
<tr>
<td><strong>Materials</strong></td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td><em>Use materials that reduce the opportunity for vandalism.</em></td>
<td></td>
</tr>
<tr>
<td>□ Consider using strong, wear resistant laminate, impervious glazed ceramics, treated masonry products, stainless steel materials, anti-graffiti paints, and clear over sprays to reduce opportunities for vandalism. Avoid flat or porous finishes in area where graffiti is likely to be a problem.</td>
<td></td>
</tr>
<tr>
<td>□ Where large walls are unavoidable, vegetative screens are used.</td>
<td></td>
</tr>
<tr>
<td>□ Common areas and/or street furniture are to be made of long-wearing, vandal-resistant materials and are secured by sturdy anchor points, or removed after hours.</td>
<td></td>
</tr>
</tbody>
</table>
### PERFORMANCE STANDARD AND FUNCTIONAL AREA CONSIDERATIONS

#### STATIONS AND TERMINALS (BUS OR RAIL) (continued)

**Interior layout:**
- Interior station layout provides unobstructed sight lines, minimizing hidden areas or remote passageways.
- Kiosks, ads and other information are positioned so they don’t disrupt sight lines.
- Columns and blind corners are minimized.
- Security mirrors are installed on columns and corners.
- Operator booth is positioned for maximum presence and visibility within station.
- Nonpublic facilities are hidden and not identified.

**Systems and services:**
- Appropriate surveillance is provided at entrances, at access points to nonpublic areas and throughout the station.
- Sufficient lighting is provided for nighttime surveillance.
- Intrusion alarms are installed at access points to nonpublic areas.
- Communication links to administrative and emergency response centers are provided.
- Backup emergency lighting is installed.

#### EVALUATION

Comments or other strategies used:

---

#### ELEVATED STRUCTURES

**Site layout:**
- Access to land below structure is restricted, where possible.
- Structure is set back from roads, parking areas and other buildings, if possible.
- Physical barriers such as fences, bollards and fenders enforce setbacks and prevent ramming.
- Adjacent roadways are designed to inhibit high-velocity ramming of columns.
- Clear sight lines are provided under and around the structure.

**Interior layout:**
- Emergency and maintenance access points are limited.

**Architectural features:**
- Emergency and maintenance access points are secured with gates, locks or other access-control measures.
- "No Trespassing" signage is provided where applicable.
- Columns are made difficult to climb (by choice of materials, dimensions or barriers such as fences).
<table>
<thead>
<tr>
<th>PERFORMANCE STANDARD AND FUNCTIONAL AREA CONSIDERATIONS</th>
<th>EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STRATEGIES FOR TRANSIT STOPS</strong></td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>Site layout:</td>
<td></td>
</tr>
<tr>
<td>□ Physical barriers such as bollards and fencing are provided to prevent ramming, or to prevent unauthorized access if the stop has a segregated transit way.</td>
<td></td>
</tr>
<tr>
<td>Interior layout:</td>
<td></td>
</tr>
<tr>
<td>□ Kiosks, ads and information are positioned to not disrupt sight lines.</td>
<td></td>
</tr>
<tr>
<td>Architectural features:</td>
<td></td>
</tr>
<tr>
<td>□ Signage deters non-transit vehicles from the stop area.</td>
<td></td>
</tr>
<tr>
<td>Systems and services:</td>
<td></td>
</tr>
<tr>
<td>□ Emergency call boxes are provided to report incidents.</td>
<td></td>
</tr>
<tr>
<td>□ Adequate lighting is provided for surveillance.</td>
<td></td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE BUILDINGS AND OCCs</strong></td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>Site layout:</td>
<td></td>
</tr>
<tr>
<td>□ The number of access points is minimized.</td>
<td></td>
</tr>
<tr>
<td>□ Building entrances face away from unsecured areas.</td>
<td></td>
</tr>
<tr>
<td>□ Sight lines are unobstructed around the building.</td>
<td></td>
</tr>
<tr>
<td>Interior layout:</td>
<td></td>
</tr>
<tr>
<td>□ Building layout provides unobstructed sight lines, minimizing hidden areas and blind corners.</td>
<td></td>
</tr>
<tr>
<td>Architectural features:</td>
<td></td>
</tr>
<tr>
<td>□ Critical equipment is secured with gates, locks or other access-control measures.</td>
<td></td>
</tr>
<tr>
<td>□ &quot;No Trespassing&quot; signage is provided where applicable.</td>
<td></td>
</tr>
<tr>
<td>□ Sufficient lighting is provided for nighttime surveillance.</td>
<td></td>
</tr>
<tr>
<td>□ Appropriate surveillance and access management system are provided at entrances.</td>
<td></td>
</tr>
<tr>
<td>□ Backup emergency lighting is provided.</td>
<td></td>
</tr>
<tr>
<td>PERFORMANCE STANDARD AND FUNCTIONAL AREA CONSIDERATIONS</td>
<td>EVALUATION</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>MAINTENANCE AND STORAGE FACILITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Site layout:</td>
<td></td>
</tr>
<tr>
<td>- Structure and vehicle-storage areas are set back from roads and public parking areas.</td>
<td></td>
</tr>
<tr>
<td>- Physical barriers such as bollards, fencing and grade changes are used to enforce setbacks and secure the perimeter.</td>
<td></td>
</tr>
<tr>
<td>- The number of access points is minimized.</td>
<td></td>
</tr>
<tr>
<td>- Staffed security checkpoints are provided at site access points.</td>
<td></td>
</tr>
<tr>
<td>- Sight lines are unobstructed throughout the site.</td>
<td></td>
</tr>
<tr>
<td>- The parking area is segregated from transit vehicles and fuel storage.</td>
<td></td>
</tr>
<tr>
<td>Interior layout:</td>
<td></td>
</tr>
<tr>
<td>- Building layout provides unobstructed sight lines, minimizing hidden areas and blind corners.</td>
<td></td>
</tr>
<tr>
<td>Architectural features:</td>
<td></td>
</tr>
<tr>
<td>- Rolling doors restrict view or access into maintenance barns.</td>
<td></td>
</tr>
<tr>
<td>- Critical equipment is secured with gates, locks or other access-control measures.</td>
<td></td>
</tr>
<tr>
<td>System and services:</td>
<td></td>
</tr>
<tr>
<td>- Remote surveillance and alarm systems are installed.</td>
<td></td>
</tr>
<tr>
<td>- Sufficient lighting is provided for nighttime surveillance.</td>
<td></td>
</tr>
<tr>
<td>- Backup emergency lighting is provided.</td>
<td></td>
</tr>
</tbody>
</table>

Comments or other strategies used:
## PERFORMANCE STANDARD AND FUNCTIONAL AREA CONSIDERATIONS

<table>
<thead>
<tr>
<th>TRACK, TUNNEL AND RIGHT OF WAY (RAIL ONLY)</th>
<th>EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Tracks and track right-of-way are protected against encroachment and unauthorized access.</td>
<td>Comments or other strategies used:</td>
</tr>
<tr>
<td>☐ Vegetation is eliminated from the track right-of-way and kept low in the areas adjacent to tracks.</td>
<td></td>
</tr>
<tr>
<td>☐ Signage warns of potential dangers.</td>
<td></td>
</tr>
<tr>
<td>☐ Natural barriers are used whenever possible.</td>
<td></td>
</tr>
<tr>
<td>☐ Clearly identified boundary lines are established.</td>
<td></td>
</tr>
<tr>
<td>☐ Tunnels are adequately illuminated.</td>
<td></td>
</tr>
<tr>
<td>☐ Rooms, used or unused, are well-secured.</td>
<td></td>
</tr>
<tr>
<td>☐ Intrusion detection prevents unauthorized entrance into tunnels, exits and ventilation shafts.</td>
<td></td>
</tr>
<tr>
<td>☐ Access control is provided for employees into tunnels, shafts, etc.</td>
<td></td>
</tr>
<tr>
<td>☐ Provisions are made for people to call for help.</td>
<td></td>
</tr>
<tr>
<td>☐ Walkways are clearly identified.</td>
<td></td>
</tr>
<tr>
<td>☐ Access points are isolated from public roadways and parking areas.</td>
<td></td>
</tr>
<tr>
<td>☐ Physical barriers such as ditches, bollards, road spikes and fencing are provided around portals and other access points.</td>
<td></td>
</tr>
<tr>
<td>☐ Vent ducts are situated in self-contained secure buildings, locked, elevated and hidden.</td>
<td></td>
</tr>
<tr>
<td>☐ Tunnels do not contain unnecessary niches that may conceal people or explosives.</td>
<td></td>
</tr>
<tr>
<td>☐ Physical barriers shield tunnel walkway from platform or portal access.</td>
<td></td>
</tr>
<tr>
<td>☐ Emergency exit doors lock from the outside but allow unimpeded egress during emergencies.</td>
<td></td>
</tr>
<tr>
<td>☐ Solid access doors are provided to ventilation shafts whenever grating is unnecessary.</td>
<td></td>
</tr>
<tr>
<td>☐ &quot;No Trespassing&quot; signage is provided where applicable.</td>
<td></td>
</tr>
</tbody>
</table>
ITEM 3  Comprehensive Security Program for Metro Transit Partner Collaboration and Stakeholder Engagement Plan (July 2, 2019)
Comprehensive Security Program for Metro Transit
Partner Collaboration and Stakeholder Engagement Plan

July 2, 2019

Prepared By

VECTOR COMMUNICATIONS™
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<td>2. GOALS &amp; APPROACH</td>
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<td>3. COMMUNICATIONS PLANNING</td>
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<td>4. DEVELOPING PROACTIVE COMMUNICATIONS PROTOCOL</td>
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<td>5. PARTNERS &amp; KEY STAKEHOLDERS</td>
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<td>6. ENGAGEMENT ACTIVITIES &amp; SCHEDULE</td>
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<td>8. STAKEHOLDER INVOLVEMENT GUIDELINES</td>
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</tbody>
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APPENDIX A – STAKEHOLDER LIST FROM SECURITY ASSESSMENT (14)

APPENDIX B – PROJECT CRISIS COMMUNICATIONS PLAN (18)

APPENDIX C – POTENTIAL MEDIA PARTNERS (22)
1. INTRODUCTION & OVERVIEW

WSP USA, Inc. ("WSP") and East-West Gateway Council of Governments (the "Council") have entered into an agreement governing the development of a comprehensive security program for Metro Transit as part of Phase 2 of the MetroLink Security Assessment. The System-Wide Security Assessment for MetroLink (Project) was conducted to help the St. Louis Region improve MetroLink security by providing a scaled and customized strategic security assessment. East-West Gateway facilitated the project in cooperation with Metro Transit, regional leaders, and law enforcement. Each element of the transit system was assessed and recommendations were provided in a final report. The findings incorporated outcomes from Tier 1 stakeholder interviews, Tier 2 stakeholder briefings, and an online public survey completed by more than 1,800 individuals.

Much of the Phase 2 security program is SSI (Security Sensitive Information), meaning the engagement and partner collaboration delivered will be more targeted on internal interactive communication. Any external communication with key stakeholders and partners will be to update them on non-SSI project activities and milestones. WSP will ensure that key partners and stakeholders are informed as needed throughout the process of developing the security program. All information, news, and milestones will be closely coordinated with the Council so that impacted stakeholders are informed and kept up to speed as the project moves forward.

The remainder of this document is a partner collaboration and stakeholder engagement plan to foster engagement and feedback at appropriate levels for this phase of the project.

2. GOALS & APPROACH

GOALS

Partner collaboration and stakeholder involvement will be used to obtain input to help the project team achieve the following goals:

- Continue to identify partners and stakeholders;
- Provide ongoing opportunities to keep key internal and external stakeholders informed as well as opportunities for partners to offer input throughout the project’s continued development;
- Focus on clear communications;
- Provide quality assessment updates and demonstrable evidence of the progress throughout the project timeline;
- Keep media informed and engaged in a focused discussion; and
- Communicate to stakeholders that Federal and State agencies, as well as County and City law enforcement and transportation agencies, are ultimately responsible for the safety and integrity of the Metro Transit system and therefore must make the final decisions regarding all aspects of the project.
APPROACH

This Plan incorporates a four-pronged approach that applies throughout the project.

1. Generate awareness and informed consent.
2. Build key stakeholder and partner understanding, capacity and ownership.
3. Engage partners and inform key stakeholders during the project process, thereby allowing a “no surprises” approach.
4. Build on a “foundation of communication” to promote project success through creation of essential foundational elements including:
   a. Implementing recommendations from the System-Wide Security Assessment;
   b. Using the “Early and Often” method of engaging partners and informing key stakeholders and the public;
   c. Establishing key messaging; and
   d. Creating documents with a common look and consistent messaging.

3. COMMUNICATIONS PLANNING

CURRENT COMMUNICATIONS PLAN REVIEW

In order to determine next steps, the team will review Metro Transit’s current communications plan, including external and internal procedures and messaging.

Some of Metro communications team’s current goals were discussed at the May 2 communications planning meeting and include:
   o Raise awareness;
   o Be transparent and proactive;
   o Create a singular message
   o Humanize stories;
   o Project empathy when appropriate; and
   o Protect the brand.

Some of the issues and challenges that the Metro communications team has faced to date when reacting to incidents include:
   o Most customers have cell phones;
   o Social Media is instantaneous;
   o Each unique incident must be reviewed to determine the best response;
   o There is a current perception that MetroLink is not safe;
   o Overall crime in region effects crime on Metro;
   o Politicizing and infighting; and
   o The media thriving on negative stories.

TENTATIVE KEY MESSAGES

Several tentative key messages came from the visioning session held by the project team on May 14, 2019:
- Metro is safe and does not tolerate violence.
- Metro lets everyone ride, and sometimes negative things happen in public spaces.
- Metro is part of the community and serving the community.
- More people riding on the system make the system safer.

Additional key messages will be developed as the project moves forward.

4. DEVELOPING PROACTIVE COMMUNICATIONS PROTOCOL

WSP will review Metro's existing communication protocols for safety, security, and emergency management and make recommendations for a refined communication protocol to support the Comprehensive Security Program. This protocol should include, but is not limited to:
- Emergency communication procedures
  - Chain of command
  - Central communication hub
- Media communication
- Customer alerts
- Best practices
- Mechanism to track the progress of completion of Phase 1 recommendations
  - Develop a shareable dashboard that is easy to read and update
  - Share with audiences and partners such as Bi-State and EWG, and report out at monthly partner meetings
  - Demonstrate objective evidence of progress throughout the process

WSP will provide media training, supporting materials, and on-going media support for communications strategy, messaging, and progress tracking.

CURRENT INTERNAL COMMUNICATIONS INCIDENT PROTOCOL

During the communications planning meeting held on May 2, 2019, Metro discussed the current internal communications protocol, which includes:

- GENERAL:
  - Taubly Roach, President and Chief Executive Officer of Bi-State Development, speaks to Bi-State Development Marketing and Communications Department, Ted Zimmerman and Patti Beck, before going out to community with goal-oriented messaging.

- PUBLIC SAFETY ISSUES:
  - General Manager of mode (MetroLink, MetroBus and Call-a-ride), or public safety calls to inform Bi-State /Metro Transit of what's happening;
  - General Manager gives information to the Director of Communications;
  - Metro Transit's Executive Director is notified by operations - then by communications about media; and
  - Communications notifies Bi-State Development if media is on scene or is requesting information, what happened, and the impacts to riders.
NEW INTERNAL COMMUNICATIONS

Additional new internal communications protocol and procedures will be developed related to the implementation of updated security measures. Recommendations include:
- Hosting a session with marketing/branding, and internal team to hear what they are hearing, and also update the new key messages around security
- Looking at Capacity
  o What Metro is already doing for marketing / how they can use outside help
  o Editorial board reviews
    - Lead by Bi-State Development President, Metro Transit Executive Director, and East-West Gateway Executive Director
  o Mitigating stakeholders’ aggressive messaging
    - Proactively developing and disseminating security updates from within Metro Transit, not by outside media sources
  o Building capacity with their own efforts and training ambassadors to help with positive messaging
- Creating and completing Media training
  o Developing supporting materials
- Developing protocol for Security Sensitive Information (SSI)
  o Sharing SSI information in a close to home environment (not to the general public)
  o Teaching the security partners to be cognizant of what can be communicated at large and what cannot
  o Coordinating key messaging

NEW EXTERNAL COMMUNICATIONS

New external communications related to the implementation of new security measures will also be necessary. Some recommendations include:
- Bring together the municipal police department for briefings
- Develop procedures with partners that remove conflict from the public realm and deal with differences in closed meetings instead
- Complete an on-boarding process for Bi-State’s new President and CEO, Taulby Roach, where he meets with key community leaders and the media
  o Research and provide bios for each leader before the meetings
  o Meet one-on-one
  o Create a newsletter
  o Develop key messages
- Create Metro Transit Quarterly newsletter
- Send Bi-weekly email blasts to customers
  o Over 30,000 email addresses on file
  o Keep it simple – No more than three topics / blurbs
  o Cover new security measures / changes
  o Could include a “Think social” sports piece – giving away tickets
  o Include milestones completed from the tracking dashboard
- Use Social Media to inform riders about maintenance and updates
  - Daily posts
  - Include information about maintenance and safety, as well as human interest
- Develop process to get media on board as partners
  - Create advocacy in the system
  - Ask for their help in de-escalating negative stories and promoting positive ones
- Create an internal ridership campaign
  - Teams focused on ridership
  - Selling the system is important

5. PARTNERS and KEY STAKEHOLDERS

A successful communications and engagement approach for security will require rebuilding - and continuing to build - positive relationships between Metro Transit and partners around a common vision for the system that is developed collaboratively. Both internal and external stakeholder and partner engagement is paramount and should be an ongoing effort.

Some of the tactics that will be employed to positively engage partners and stakeholders are:
- Integrate security into all communications
  - Include partners and stakeholders as participants for Communications Planning
    - Establishing an organizational-wide security Vision
      - Workshop with key partners / stakeholders
      - Develop objectives
      - Create strategic communications protocols
    - Continue ongoing engagement activities as outlined in the project schedule
- Communicate with all Stakeholders from phase one briefings
  - Send an electronic newsletter every quarter
  - Announce that EWG has hired same team to implement recommendations from assessment
  - Invite them to serve as ambassadors
  - Follow-ups on wins
    - Metro Reimagined
    - Expanding U-Pass
    - Security updates
    - Customer experiences
- Engage for the benefit of Metro Transit moving forward
  - Create advocacy
  - Long-term relationships
- Develop general and specific key messaging for partners and stakeholders
  - Improving perception that the system is safe to ride
    - Current perception does not match reality
  - Crafting key messages that each stakeholder values
- Promotion of security changes and positive stories
SECURITY ASSESSMENT STAKEHOLDERS / PARTNERS

A comprehensive list of stakeholders and partners was developed during the System-Wide Security Assessment that should continue to be engaged in the Security Program. The list includes:
- Advocacy groups
- Bi-State / Metro
- City and County Law Enforcement including the Joint Task Force (JTF)
- City of St. Louis
- Designated members from the East-West Gateway Council of Governments (Council)
- First responders
- Hospitals
- Large Regional Corporations
- Madison County Transit
- Major league sports teams (Cardinals and Blues)
- St. Clair County
- St. Clair County Transit District
- St. Louis County
- Tourism groups
- Transit security from each agency
- Universities and Colleges
- Representatives from Citizens for Modern Transit – This is a key group with whom to continue building a partnership for advocacy and goodwill. They have a large following and host events that Metro and Bi-State can co-sponsor for increased positive messaging across the region.

See Appendix A for the complete list of the Security Assessment Key Stakeholders and Partners.

ADDITIONAL STAKEHOLDERS / PARTNERS

The second phase of the security project will require engaging with a broader range of affected and participating partners, as well as informing additional community stakeholders. Additional groups and individuals who should be engaged and/or receive updates during this project phase include, but are not limited to:
- Updates from Bi-State Communication’s Comprehensive Contact List
- Municipal law enforcement departments that have Metro stations and/or bus routes in their jurisdictions
- College and university police or campus security
- Trenise Winters (TLWinters@metrostlouis.org) – Superintendent of Metro Bus Operations
- Andrew Ghiassi (AJGhiassi@metrostlouis.org) – Metro Safety
- Hotel Front Desks / Concierge – Specifically those near Metro Stations including (HSMIA and Concierge Association)
  o Hotel St. Louis
  o Courtyard by Marriott Downtown / Convention Center – 823-827 Washington Ave,
St. Louis, MO 63101, (314) 231-7560
  • Courtyard Marriott St. Louis Downtown West – 2340 Market Street At, Jefferson Avenue, St. Louis, MO 63103, (314) 241-9111
  • Drury Inn – 201 S 20th St, St. Louis, MO 63103, (314) 231-3900
  • Drury Inn and Suites at the Convention Center – 711 N Broadway, St. Louis, MO 63102, (314) 231-8100
  • Drury Plaza Hotel – 2 S 4th St, St. Louis, MO 63102, (314) 231-3003
  • Four Seasons Hotel – 999 N 2nd St, St. Louis, MO 63102, (314) 881-5800
  • Hampton Inn Downtown at the Arch – 333 Washington Ave, St. Louis, MO 63102, (314) 621-7900
  • Hilton Downtown at the Arch – 400 Olive St, St. Louis, MO 63102, (314) 436-0002
  • Hilton St. Louis at the Ballpark – 1 S Broadway, St. Louis, MO 63102, (314) 421-1776
  • Holiday Inn Downtown – 811 N 9th St, St. Louis, MO 63101, (314) 421-4000
  • Holiday Inn Express, Central West End – 4630 Lindell Blvd, St. Louis, MO 63108, (314) 361-4900
  • Hotel Avian – 2625 Lafayette Ave, St. Louis, MO 63104, (314) 773-6500
  • Hyatt Regency at the Arch – 315 Chestnut St, St. Louis, MO 63102, (314) 655-1234
  • Lumiere Place Casino and Hotels – 999 N 2nd St, St. Louis, MO 63102, (314) 881-7777
  • Magnolia Hotel – 421 North 8th Street, St. Louis, MO 63101, (314) 436-9000
  • Marriott St. Louis Grand – 800 Washington Ave, St. Louis, MO 63101, (314) 621-9600
  • Pear Tree Inn – 2211 Market St, St. Louis, MO 63103, (314) 241-3200
  • Red Lion Hotel – 400 S 14th St, St. Louis, MO 63103, (314) 231-5007
    • Condominium Owners
      • Residence Inn by Marriott Downtown – 525 S Jefferson Ave, St. Louis, MO 63103, (314) 289-7500
      • St. Louis Union Station Hotel by Hilton – 1820 Market St, St. Louis, MO 63103, (314) 231-1234
      • The Hotel Majestic – 1019 Pine St, St. Louis, MO 63101, (314) 436-2355
      • The Westin – 811 Spruce St, St. Louis, MO 63102, (314) 621-2000
  - Explore St. Louis – 701 Convention Plaza #300, St. Louis, MO 63101, (314) 421-1023
    • Convention sales and services Group
  - St. Louis Attractions Association
  - Metro East Chambers
    • Chamber of Commerce of Southwestern Madison County – 3600 Nameoki Rd # 202, Granite City, IL 62040
    • Collinsville Chamber-Commerce – 221 W Main St, Collinsville, IL 62234, (618) 344-2884
    • Edwardsville/Glen Carbon Chamber of Commerce – 1 N Research Drive, Edwardsville, IL 62025, (618) 656-7600
    • Greater Belleville Chamber of Commerce – 216 E A St, Belleville, IL 62220, (618) 233-2015
- Metro-East Regional Chamber of Commerce – 4387 N Illinois St #200, Swansea, IL 62226, (618) 233-3938
- O’Fallon-Shiloh Chamber of Commerce – 116 E 1st St, O’Fallon, IL 62269, (618) 632-3377
- Troy Chamber of Commerce - 647 US-40, Troy, IL 62294, (618) 667-8769
  - Major League Soccer (New Stadium – [https://mls4thelou.com/](https://mls4thelou.com/))

6. ENGAGEMENT ACTIVITIES & SCHEDULE

WSP will lead outreach (with local assistance by Vector Communications) to key stakeholders and partners as directed, and will keep them informed, invited and updated on security program developments. As a matter of practice, this outreach will occur prior to meetings, and afterwards as necessary. This outreach could include telephone calls, meetings and/or e-mails as determined by the importance of the information needed to convey. Key messaging will include relevant updates, assessment timeline and activities.

The project team will assist in planning and organizing key stakeholder and partner meetings per the scope of work and assessment timeline. The draft schedule below is an outline of potential partner and stakeholder activities over 9 months.

<table>
<thead>
<tr>
<th>Event/Activity</th>
<th>Strategy / Tactic</th>
<th>Date / Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Communications Planning Meeting</td>
<td>▪ Meeting with team including Bi-State/ Metro leadership and communications leads, WSP, and Vector to discuss current and desired communications needs, goals and tactics</td>
<td>May 2, 2019 – COMPLETE</td>
</tr>
</tbody>
</table>
| Visioning Session | ▪ Meeting with security and law enforcement as well as Bi-State/ Metro, WSP, and Vector to discuss goals and next steps for the security program  
▪ Conversation included communication and engagement ideas and tactics, external and internal | May 14, 2019 – COMPLETE |
| Development of Communications Plan | ▪ Creation of a comprehensive communications plan to be utilized during the security program development and implementation | May / June 0219 – COMPLETE |
| Add Phase 2 Stakeholders to Contact List | ▪ Bi-State development will send their list of contacts to Vector  
▪ Vector will add all new stakeholders and partners to the master contact list for upcoming outreach | Early July 2019 |
<p>| Review of Current Communications Plan/Protocols | ▪ Bi-State Development will provide the current Metro Transit communications plan and protocols to the project team for understanding and review | Early July 2019 |</p>
<table>
<thead>
<tr>
<th>Event/Activity</th>
<th>Strategy / Tactic</th>
<th>Date / Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of Key Message</td>
<td>- Team will develop internal key messages around security program for review by Metro</td>
<td>Early July 2019</td>
</tr>
<tr>
<td>Outreach Via Email to Stakeholders</td>
<td>- Email with project recap, next steps and key messaging will go out to all previous and new stakeholders include milestones from dashboard</td>
<td>July 2019 - Ongoing</td>
</tr>
<tr>
<td>Internal Communications</td>
<td>- Bring together Bi-State Development, Metro Transit, Law Enforcement Leads, Security Leads, and Communications team to train all staff on key messages around security program</td>
<td>Early July 2019 (Multiple Trainings)</td>
</tr>
</tbody>
</table>
| Regional Leaders and Law Enforcement Meeting | - WSP and EWG bring together Law Enforcement chiefs from City, County, and Illinois, as well as business leaders.  
- Discuss the 10 recommendations that are not in Metro’s control                                                                                      | Late July 2019 (Week of July 29)           |
| Media Training                       | - Bring together Bi-State Development, Metro Transit, Law Enforcement Leads, Security, and Communications team to train all staff on working with and speaking to media                                                                                   | August-September 2019 (Multiple Trainings) |
| East-West Gateway Monthly Board Meeting Presentations | - WSP and EWG will present on security project implementation and new security measures                                                                                                                          | September 25, 2019                        |
| Bi-State Monthly Board Meeting Presentations | - WSP and EWG present on security project implementation and new security measures                                                                                                                               | September 27, 2019                        |
| Media Briefing                      | - Send out press release to media inviting them to a briefing on the implementation of new security measures  
- May piggyback on Bi-State’s Meeting on September 27                                                                                                  | Sept 2019                                 |
| Follow-up Stakeholder Briefing      | - Present final study recommendations and key messaging to stakeholders  
- Present milestones and wins  
- Ask stakeholders to partner in becoming advocates and ambassadors for Metro                                                                                                                                   | Early October 2019                        |
<table>
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<th>Event/Activity</th>
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| CMT and Regional Chamber Briefing         | ▪ Present final study recommendations and key messaging to stakeholders  
▪ Present milestones and wins  
▪ Ask CMT and Chamber members to partner in becoming advocates and ambassadors for Metro | October 2019          |
| Newsletter / Email Update                 | ▪ Write and publish security program update on implementation to date for Bi-State Development Metro Transit’s email and social media | August 2019 - Ongoing |
| Media Engagement and Partnership          | ▪ Continue as needed – WSP and Vector will assist with media messaging and assistance to general and/or targeted media outlets throughout the project, especially at key milestones, announcements and public meetings  
▪ Utilize internal crisis communications plan as needed  
▪ Include media in invitations to all update meetings and presentations | Ongoing               |
| Partner Updates and Meetings              | ▪ Meetings to inform the project partners and stakeholders of project milestones should be held as determined necessary by the team | Ongoing               |

WORK AND STAFFING PLAN FOR STAKEHOLDER MEETINGS

A Work and Staffing Plan will be prepared for stakeholder meetings and will include work tasks, responsibilities, meeting space layouts, logistics and staffing assignments. Strategic communication protocols will be established and used around key project milestones, phases, meetings, events and presentations. This will encompass the timing of notification to key stakeholders, the project team, and other internal stakeholders and partners as requested.

7. MEDIA RELATIONS STRATEGY

The media is a key stakeholder that will - whether engaged intentionally or not - keep the public informed of project updates, issues and concerns that could affect the St. Louis region. Understanding this, it is vital that the media is provided with timely and accurate information at project milestones, including stakeholder meetings and implementation of new security strategies that affect the public.

Bi-State Development should take a proactive approach to media engagement around Metro Transit security in order to help control the narrative. The media will be able to report more accurately to the community if they have an understanding of public transit security and the project overall.

Throughout the project, Metro, WSP and Vector will proactively develop messaging and talking points for news media in the following areas:
- Project information and education: Develop a media “toolkit” with information, materials to
keep media updated on the progress. Identify targeted, opportunistic times to educate and inform. Determine timelines within the project to engage the media.

- Develop messaging and talking points regarding the project.
- Crisis communications: Prepare for controversies or crisis that may come up as a result of crime, incidents, etc. and develop messaging, tactics and plans to coordinate responses regarding the project's integrity, and defending the project and client.

*See Appendix B for the updated crisis communications plan.*

- Target specific media for relevant and timely stories when appropriate. Invite them into the project process where possible to show transparency.

*See Appendix C for a draft list of potential regional media contacts/partners.*

8. **STAKEHOLDER INVOLVEMENT GUIDELINES**

The following guidelines have been established for partner and stakeholder involvement in the project. These are intended to allow open communication by all parties with the goal of finding the best solutions consistent with the needs for Metro Transit security and safety.

- All security partners must come to the process with an open mind and participate openly and honestly.
- Informed Consent is desired, and is defined as partners and stakeholders understanding the project and agreeing that their input was duly considered when applicable.
- All input from all partners in the process is valued and considered.
- The role of the stakeholders is to become advocates of Metro's security program.
- The list of project partners and key stakeholders is subject to revision at any time events warrant.
**APPENDIX A – STAKEHOLDERS FROM PHASE 1 SECURITY ASSESSMENT**

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<td>Kim</td>
<td>Cella</td>
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<td>Citizens for Modern Transit (CMT) Board of Directors</td>
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<td>Chumbley</td>
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<td>Jennifer</td>
<td>Edwards</td>
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<td>June</td>
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APPENDIX B - CRISIS COMMUNICATIONS PLAN
Metro Transit Comprehensive Security Program

Originally Developed August 28, 2018 – Edited May 24, 2019

OVERVIEW

Given the high-profile and public scrutiny of security and safety of the transit system, it is critical for the Metro Transit Comprehensive Security Program project team to prepare for a crisis or incidents that may result from those issues, which in turn could make the project a target of scrutiny and focus from either the public, elected officials or the media. This Crisis Communications Plan will help to preserve the integrity of the project itself, and support Metro Transit, the East-West Gateway Council of Governments (Council) and WSP in the event of a crisis. It is vital to have a clear plan in place outlining the roles, responsibilities and protocols that will guide all in promptly sharing information with all relevant and appropriate audiences.

Objective

Our primary objective is to ensure the project and the Council are prepared to respond to any crisis that may directly or indirectly reflect on the project. Our guiding principle is to communicate appropriate facts as quickly as possible, updating information regularly as it becomes available and as circumstances change. In doing so, our goal is to be both accurate and responsive, which means that initially some communications may be incomplete. We accept this, knowing that how we communicate in an emergency or a crisis will affect public perceptions of our project, client and WSP USA.

Honesty and speed are the most effective means to ensure that the community has the information it may need and avoid misinformation or widespread second-guessing by the public, which expects immediate access to accurate information. At the same time, we realize that in a crisis people will likely expect us to have more information than we may actually have or are able to share. That makes it imperative to speak with accuracy about what we know, be clear with what we are willing or able to share, and not to speculate about details we do not know, or what our confidential research has uncovered to date. It also makes it imperative that we follow the protocols and procedures outlined in this crisis communications plan.

We will work with the Council to help them determine the best platforms to release or respond to information. This is especially important in the first hours and days of an emergency or a crisis. Our goal is to be open, accountable and accessible to all audiences, while also being mindful of legal, confidentiality and privacy concerns, and contractual obligations.

Communications Need

From a crisis communications perspective it is possible that a high-profile safety or security issue, incident or event would put a spotlight on the project to the point that the public, elected officials, media or other stakeholders demand immediate answers or want quick actions.
The types of emergencies, incidents or events on or related to the transit system that could necessitate the activation of this Crisis Communications Plan could include, but not be limited to:

- Fatality to public/law enforcement
- Injury/illness to public
- Equipment/property damage, theft or vandalism/sabotage
- Uncontrolled fire/explosion on or near the transit right-of-way
- Unanticipated rail service disruption, or rail equipment damage, or near misses involving operations
- Civil unrest, protest or demonstration that may or may not impact program operations
- Claim of an unreported assault, crime, perceived civil rights violation or related
- Criminal activity resulting in direct threat to personal security, including robbery or assault,
- Bomb threat
- Criminal activity not directed at a person, including graffiti, minor vandalism, or trespass
- Other security event resulting in arrest or police action
- Significant weather event
- Civil suit regarding safety, security, civil rights, and/or related to law enforcement

Any of the above could lead to:

- suggestions for the project and the Council to share project updates,
- pressure for the project to be completed more quickly,
- requests that project team and the Council provide “expert opinions” on topics related to transit security.

**There is no right or wrong answers at this point. However, it is imperative that some scenarios, potential responses and considerations be discussed prior to implementation of this Crisis Communications Plan to ensure we are prepared to manage these scenarios.**

This Crisis Communications Plan sets up a process and protocol for dealing with such an incident if it were to occur.

**Implementation**

If something unscheduled does occur, such as a safety or security incident on MetroLink or MetroBus, or any issues related to law enforcement, or one of a number of variables, the following will be activated, which follows National Incident Management System (NIMS) crisis communication principals.

- Formation of a Crisis Communication Team (CCT), consisting of senior-level representatives to include: Taulby Roach (Bi-State); Jessica Mefford-Miller (Metro); Lurae Stuart (WSP and Project Manager); Dan DeArmond (PIC and WSP Area Manager); EWGCOG staff; Mandi Voegele (Vector Communications).
- Immediate establishment of a single point of contact for the media
- Coordination with the larger Emergency Response effort, if in place, as needed.
- Consideration of a potential media staging area at specified Metro or EWGCOG location.
Crisis Staffing Plan

- Staff support identification for a variety of functions:
  - Media monitoring — Patti Beck, Mandi Voegele
  - Editing and writing — Patti Beck, Courtney Mueller
  - Website updates — Metro Communications Team
  - Social media updates — Metro Communications Team, EWGCOG Team
  - Research and information gathering — WSP and Vector
  - Establishment of longer-term press conference area — Bi-State and EWGCOG staff
  - Local stakeholder and key partner outreach — Metro Staff; EWGCOG staff; Dan DeArmond; Mandi Voegele
  - Legislative outreach — EWGCOG staff
  - Internal stakeholder/partner outreach — Metro, Lurae Stuart, EWGCOG and Dan DeArmond

Actions

- Within two hours of our being aware of an incident/event/emergency occurring:
  - Activate the CCT (note members above)
    - Gather information quickly, efficiently and double check facts
    - Assess the gravity of the crisis, issue or incident
    - Assess the impact on the project or client (Metro and EWGCOG)
    - Identify key stakeholders
    - Implement a messaging and communications strategy
    - Develop materials for public outreach or distribution as needed
    - Inform partners, stakeholders and media.
  - Establish potential news media staging area for on-camera interviews. If the incident occurs away from our preferred staging area, media will go to where they can see the situation the best, where they can talk to people. They will not go to a remote staging area, so project team staff on the ground may have to go to the site. Depending on the immediacy and importance of the project study to the story angles, on-site presence may not be needed.
  - Issue press release or statement if agreed upon by project team, Metro and EWGCOG, then share through other client distribution channels and project email list.
  - Simultaneously, as information is being distributed to key stakeholders, engage the news media, either at the designated staging area or at the site where media are gathered. This will be determined by the CCT and be dependent on the type of incident and messaging needs.
  - Notify the project team that all media contacts are funneled through media point of contact. (a script will be developed):
    - No or limited engagement with media except through point of contact
    - If media is on public property, do not approach
    - If media is in restricted area, approach in a calm manner and ask them to leave and indicate where they may go that is a public space, or inform them of the scheduled news media briefing time. Do not debate. If they refuse, contact law enforcement, and media point of contact.

- Two hours and beyond:
- CCT Team Leader and Media Spokesperson get information directly and without delay from sources, in order to keep the public informed as well as EWGCOG, and other internal stakeholders and partners.
- Continue monitoring and communicating to the public, media, stakeholders and partners as needed, and adjust and manage messaging as needed.
APPENDIX C – POTENTIAL MEDIA PARTNERS

Television

**KMOV-TV**
- news@kmov.com
- Tcancila@kmov.com
- kmov.channel4@kmov.com
- desk@kmov.com
- pressrelease@kmov.com
- tips@kmov.com
- news4thismorning@kmov.com
- greatday@kmov.com
- Courtney.Bryant@kmov.com

Terry Cancila - Assignment Editor
News Release, 314-444-6333
News Release, 314-444-6333
News tips
News 4 This Morning and News 4 @ Noon, 12:00 p.m.-1:00 p.m.
Great Day St. Louis, 10:00 a.m.-11:00 a.m.
Courtney Bryant, Anchor/Reporter

**KTVI-TV**
- ktvinews@tvstl.com
- Audrey.prywitch@tvstl.com
- Jarrett.Shustrin@tvstl.com
- kim.hudson@tvstl.com
- matthew@behbauer@tvstl.com
- Peggy.dierssen@tvstl.com
- Peggy.pleimann@tvstl.com
- Joe.lamie@tvstl.com
- laura.bond@tvstl.com

314-213-7831
Morning show producer
Jarrett Shustrin, AM/Executive Producer, 314-213-7841
Kim Hudson, Host, "The 9AM Morning Show" 314-213-7841
Matt Gehbauer, Producer, "The Midday Show"
11:00 am-noon, 314-213-7839
Peggy Dierssen, Producer, "The Noon Show", noon - 1:00 p.m. 314-213-7866
Peggy Pleimann, Producer, "The Saturday Morning Show" 6:00-8:00 a.m. 314-213-7852
Joe Lamie, Assignment Manager, 314-213-7841
Laura Bond, Promotions and Events Manager, 314-213-7449 or (cell) 314-265-6239

**KSDK-TV**
- newstips@ksdk.com
- noonnews@ksdk.com
- todayinlstlouis@ksdk.com
- aholiday@ksdk.com
- smsl@ksdk.com
- kjackson@ksdk.com

314-444-5125
News Channel 5 @ Noon
Today in St. Louis
Art Holiday
Show Me St. Louis
Windows on St. Louis, 314-444-5103
Kelly Jackson

**KDLN-TV**
- news@abcstlouis.com

**Florissant City TV**
- kluster@florissantmo.com

Kerry Luster, Media Coordinator/TV Station Manager, 314839-7635

**STL-TV (St. Louis City)**
- HolmanA@stlouis-mo.gov

Andre Holman, Producer
Radio

St. Louis Public Radio
news@stlpublicradio.org
maltman@stlpublicradio.org
mwalker@stlpublicradio.org

KATZ-FM 100.3 The Beat
(hip hop and R&B)
Arika.Parr@microsoft.com
jessicaanderson@iHeartMedia.com
MauriceDeVoe@iHeartMedia.com

KMOX Radio
kmoxnews@kmox.com
Carol.Daniel@entercom.com
beth.coghlan@cbsradio.com
dcmonterrey@entercom.com
cwbrennan@entercom.com

trackerman@entercom.com
kakileen@entercom.com

Arika Parr
Jessica Anderson
Maurice DeVoe
314-444-3234
Carol Daniel
Beth Coghlan, News Director, 314-444-3232
Debbie Monterrey
Charlie Brennan
Tom Ackerman, Sports Director
Kevin Killeen, Reporter
Luke Turnbough, News Director
Sean Malone, Sports Director and On-Air Talent
Mark Toti, On-Air Talent J98 and KREI Morning Show
Louie Seiberlich, AM800 KREI Morning Show Host
Jessica Hampton-Shipman, Insides Sales Manager (LG’s contact)
Kent Martin, News Director (LG contact), 314-453-9774
Mark Moser, Local Sales Manager
Julie Tristan, morning show host (mainstream adult contemporary)
Jules Riley Programming Director, 314-333-8000

www.myMOinfo.com
SeanM@i98.com
markt@i98.com
louies@i98.com
jessica.hampton-shipman@alphamediausa.com

KTRS
kent.martin@ktrs.com
markm@ktrs.com

KLOU 103.3 FM
JulieTristan@iheartmedia.com
julesriley@iheartmedia.com

KPNT-FM
tmattern@stl.emmis.com

KPNT
Tommy Program 314-613-
Matern Director 7769

KSHE-FM
tmattern@stl.emmis.com

KSHE
Tommy Program 314-613-
Matern Director 7769

WARH-FM
sroddy@hubbardradio.com

WARH
Scott Roddy Arch 6000

Press releases

Comprehensive Security Program for Metro Transit - Partner Collaboration and Stakeholder Engagement Plan
<table>
<thead>
<tr>
<th>Radio Station</th>
<th>Email Address</th>
<th>Contact Name</th>
<th>Title</th>
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<tr>
<td>WFUN-FM</td>
<td><a href="mailto:boogied@radio-one.com">boogied@radio-one.com</a></td>
<td>Boogie D</td>
<td>Program Director</td>
<td>314-989-9550</td>
<td>573-547-8005</td>
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<td>KBDZ-FM</td>
<td><a href="mailto:kbdz@suntimesnews.com">kbdz@suntimesnews.com</a></td>
<td>Bob Scott</td>
<td>Manager General</td>
<td></td>
<td></td>
</tr>
<tr>
<td>KJFM-FM</td>
<td><a href="mailto:kifmradioeagle102@yahoo.com">kifmradioeagle102@yahoo.com</a></td>
<td>Gordon Sanders</td>
<td>Manager Sales</td>
<td>573-324-0303</td>
<td>513-364-4433</td>
</tr>
<tr>
<td>KKID-FM</td>
<td><a href="mailto:kkid@kkid929fm.com">kkid@kkid929fm.com</a></td>
<td>Steve Wheeler</td>
<td>Owner General Manager</td>
<td></td>
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<tr>
<td>KZNN-FM</td>
<td><a href="mailto:johnadamcaran@sbcglobal.net">johnadamcaran@sbcglobal.net</a></td>
<td>John Adam Caran</td>
<td>Manager Sales</td>
<td>573-364-2525</td>
<td></td>
</tr>
<tr>
<td>WGEL-FM</td>
<td><a href="mailto:ryan@wgel.com">ryan@wgel.com</a></td>
<td>Ryan</td>
<td>Manager Operations</td>
<td>618-664-3300</td>
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<tr>
<td>WHHL-FM</td>
<td><a href="mailto:boogied@radio-one.com">boogied@radio-one.com</a></td>
<td>Boogie D</td>
<td>Program Director New Country 923</td>
<td>314-989-9550</td>
<td></td>
</tr>
<tr>
<td>WIL-FM</td>
<td><a href="mailto:sroddy@newcountry923.fm">sroddy@newcountry923.fm</a></td>
<td>Scott Roddy</td>
<td>Manager General</td>
<td>314-983-6000</td>
<td></td>
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<tr>
<td>WJBD-FM</td>
<td><a href="mailto:brucekropp@wjabdradio.com">brucekropp@wjabdradio.com</a></td>
<td>Bruce Kropp</td>
<td>Manager Sales</td>
<td>618-548-2000</td>
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<tr>
<td>WKRV-FM</td>
<td><a href="mailto:tstapleton@cromwellradio.com">tstapleton@cromwellradio.com</a></td>
<td>Stapleton</td>
<td>Manager Sales</td>
<td>618-283-2325</td>
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<tr>
<td>WNOI-FM</td>
<td><a href="mailto:randy@wnoi.com">randy@wnoi.com</a></td>
<td>Randy Poole</td>
<td>President General</td>
<td>618-662-8331</td>
<td></td>
</tr>
<tr>
<td>WSMI-FM</td>
<td><a href="mailto:brian@wsmiradio.com">brian@wsmiradio.com</a></td>
<td>Brian Talley</td>
<td>Manager General</td>
<td>217-324-5921</td>
<td></td>
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ITEM 4  Technical Memo – Security Training (Feb. 11, 2020)
TECHNICAL MEMO – SECURITY TRAINING

DATE: February 11, 2020

CONTENTS

Training Program Elements
  Baseline Security Awareness
  System Security
  Community Policing
  De-escalation
  National Incident Management System (NIMS)
  Emergency Management
  Stop the Bleed

Training Program
  What: Training Topics
  How: Training Methods
  Who: Role-Specific Training Assignments
  When: Initial and Refresher Training
  Training versus Competency
  Drills and Exercises

Attachment – FEMA Transit Security Grant Program (TSGP) Training Matrix

TRAINING PROGRAM ELEMENTS

Key contributors to a safe and secure transit system are well-trained employees who, at every level of the organization, integrate safety and security into their daily activities. To support this, Metro should establish a training program rooted in industry best practice with elements, content, and duration specific to Metro and its operating environment.

This memo describes the training areas that are recommended best practice for transit agencies and that Metro should incorporate into its security training program. It also describes who should complete each training, when, and how often.

Baseline Security Awareness

Transit agencies of all sizes and modes should provide baseline training to improve transit security awareness for all transit employees, including contract employees. Training only select employees in security awareness can leave the agency and transit system vulnerable to criminal and terrorist threats. In addition to the baseline training for all employees, more specialized training should be
provided for specific job categories with additional security responsibilities, such as frontline employees and security staff.

Transit employees are often the first to notice or learn about suspicious activity or objects, and are therefore often best positioned to recognize, report, and facilitate response to threats or security concerns. An effective security awareness training program develops transit employees who actively and effectively monitor the transit system. Transit employees should not assume the duties of law enforcement; rather, they should enhance law enforcement's ability to respond to an incident by providing accurate information.

Baseline security awareness training should cover presence techniques and situational awareness (awareness of surroundings) issues (e.g., mental illness and substance abuse), behavioral awareness, surveillance, response procedures, and self-protection. A successful security awareness program is one where all transit employees are brought into the program and understand the following:

- Need for security awareness for all transit employees and why it is important.
- Transit priorities that effective security awareness will protect.
- Importance of creating a comprehensive system of security for a transit system.
- Importance of observing, identifying, and reporting suspicious behavior and activity that may be a precursor to terrorist or criminal activity.
- Difference between normal, suspicious, and dangerous activity and behavior.
- Roles of each employee in recognizing and reacting to suspicious activity and behavior.
- Immediate actions to take when confronted with dangerous activity and behavior.

The security awareness program should include the following specific learning training topics, tailored to each job category:

- Transit system threats and vulnerabilities: risk management concepts; threat, vulnerability, and consequence identification; countermeasure identification
- Recognizing and responding to security concerns: recognizing indicators of criminal and/or terrorist activity; recognizing, reacting, and responding to unusual or unattended objects; appropriate reporting of suspicious activity and unattended objects
- All employees' role in security awareness: agency policies, procedures, and security plans; how a transit employee's presence and security awareness deters crime; transit-specific security responses; communication and coordination with other employees and emergency response providers; evacuation procedures; management of transit emergencies
- Personal safety: awareness and presence techniques to stay safe

In addition to training all Metro employees in basic transit security awareness, contract employees who perform the following roles should also undergo this training:

- Maintains a regular presence in the agency, performing more than incidental activities
- Augments tasks and duties of full-time employees
- Works on facility, right-of-way (ROW) crews or cleaning staff
- Works with sensitive security information (SSI)
- Other positions deemed fit to undergo security awareness training by Metro
Specialized security awareness training should be considered for positions with additional security responsibilities, such as the following:

- **Frontline employees**: immediate emergency response; de-escalation; security awareness; personal safety; National Incident Management System (NIMS) Incident Command System (ICS-100); security Standard Operating Procedures (SOPs)
- **Field Security staff (In-house and contracted)**: coordinated interagency emergency response; de-escalation; customer service; system security; Stop the Bleed; NIMS (ICS-100, 700 and 800); security SOPs
- **Security Staff (non-field)**: Crime Prevention through Environmental Design (CPTED); security SOP; security risk management; system security; NIMS (ICS-100, 300, 700 and 800); Safety and Security Certification for Capital Projects
- **Management**: NIMS (ICS-100 and 300); system security; community policing concepts; security awareness; Security SOPs
- **Maintenance workers**: coordinated interagency emergency response; security SOPs
- **Operations Control Center staff**: immediate emergency response; NIMS (ICS-100); Operations Control Center readiness; security SOPs
- **Law Enforcement partners**: immediate emergency response; de-escalation; community policing; coordinated interagency emergency response; NIMS; ICS; transit environment and infrastructure familiarization; transit code of conduct and fare enforcement policies; Metro security SOPs

**System Security**

System security is the application of management and engineering principles and techniques to optimize all aspects of security throughout all phases of a system life cycle, within the constraints of operational effectiveness, time, and cost. Understanding and applying system security requires training and knowledge about the system. The U.S. Department of Transportation sponsors training courses through the Transportation Safety Institute (TSI) that include System Security. The variety of safety, security, and emergency management classes provide a baseline for attendees in understanding the concepts related to these subject areas. TSI classes are available throughout the country at various locations with minimal registration fees. Agencies can also request on-site training for employees.

**Community Policing**

The US Department of Justice Community Oriented Policing Services (COPS) defines community policing as "a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving technique, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime." Community policing is especially applicable to transit security where the primary goal should be securing the system through proactive and collaborative efforts to change negative behavior on public transportation systems.

In contrast to more traditional policing models, community policing is proactive and focuses on developing and maintaining relationships between officers and riders to build mutual trust and respect.
Effective security training programs support community policing principles and tactics at all levels, and encourage creative thinking, proactive orientation, communication and analytical skills, and techniques for dealing with quality-of-life concerns and maintaining order. Metro personnel and contractors can be trained to identify and correct conditions that could lead to crime, raise public awareness, and engage the community in finding solutions to problems. Field training exercises will help Metro security staff and supervisors develop critical situational problem skills.

The three major methods of community policing include Community Partnerships, Problem Solving and Organizational Transformation, as defined below.

- **Community Partnerships:** Collaborative partnerships between the law enforcement agency or agencies and the individuals and organizations—including public transit agencies—that they serve, and anyone with a stake in the community. The public should be involved in prioritizing public safety problems. Further, the media can be a powerful conduit for impacting public perception of law enforcement, security, crime, and fear of crime. The media can assist with publicizing community concerns and available solutions.

- **Problem Solving:** Proactive and systematic examination of identified problems to develop and rigorously evaluate effective responses. Techniques include:
  - Using the crime triangle (victim/offender/location) to focus on immediate conditions
  - Scanning to identify and prioritize problems
  - Analyzing and researching what is known about the problem
  - Developing solutions for lasting reductions in the number and extent of problems
  - Evaluating the success of responses

- **Organizational Transformation:** Focuses on transforming the organization’s approach to policing through:
  - Agency Management: infusing community policing ideals throughout the agency by making changes to agency climate and culture, leadership, labor relations, decision making, planning and policies, organizational evaluations, and transparency
  - Organizational structure: using geographic assignment of officers, resources, and finance to ensure that local officers have decision-making authority and are accountable for their actions
  - Personnel: infusing community policing throughout the entire personnel system including recruitment, hiring, and selection, personnel evaluation and supervision, and training
  - Technology and information systems: using information and technology to help provide ready access to quality information through communication and access to data, quality, and accuracy of data

To help establish a community policing training program, Metro could consider participating in the COPS Office-funded Instructor Development Program on Community Policing that features a 2.5-day, tuition-free train-the-trainer course currently offered in select host locations through August 2020. Additionally, Metro should develop SOPs that align with community policing and outline the relationships, roles, and responsibilities across Metro personnel and contractors and participating law enforcement agencies.

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De-escalation

De-escalation uses communication and interpersonal skills to calm angry, out of control, difficult, and/or disturbed persons or situations. Providing de-escalation training to Metro personnel and security contractors will equip them with the skills to take charge of a situation and reduce the possibility for violence and need for use of force.

A de-escalation training program should educate Metro staff and partners on transit-specific security incidents, how to identify a potentially escalating situation, and how to best respond when encountering them in the public transit system. The main objectives of a formalized de-escalation training program should include:

- Research: Collect and analyze data on security incidents in and around Metro rail, buses, stops, and transit centers.
- Education: Educate and train Metro staff and passengers on identifying a potentially escalating situation and how to best respond when encountering them in the public transit system environment.
- Coordination: Engage and partner with law enforcement, mental health providers, and other aligned organizations to help address the root causes of these incidents where applicable.

De-escalation techniques are taught as part of Crisis Intervention Team (CIT) trainings, which are intended to improve the outcomes of police interactions with people with mental illness. CIT relies on on-going collaboration between law enforcement, mental health professionals, and people with mental illness and their families and advocates. Typically, de-escalation training for front-line personnel is 4 to 8 hours and includes techniques for how to recognize the behavior characteristics of people with mental illness, local mental health system characteristics, and de-escalating crisis situations. CIT trainings or similar programs that emphasize de-escalation should be considered by Metro for its security staff, contractors, and law enforcement partners.

National Incident Management System (NIMS)

NIMS provides a common, nationwide approach to enable the whole community to work together to manage all threats and hazards. NIMS applies to all incidents, regardless of cause, size, location, or complexity. NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS defines operational systems, including the Incident Command System (ICS), Emergency Operations Center (EOC) structures, and Multiagency Coordination Groups (MAC Groups) that guide how personnel work together during incidents. NIMS applies to all incidents, from traffic accidents to major disasters.

The National Training Program for NIMS establishes a common national foundation for training and qualifying emergency management/response personnel. Adequately trained and qualified emergency management/response personnel are critical to the national implementation of NIMS. The Post-Katrina Emergency Management Reform Act of 2006 mandates the NIMS Training Program. The Federal Emergency Management Agency (FEMA)'s Emergency Management Institute (EMI) manages the NIMS curriculum. NIMS training is recommended for everyone involved in emergency management and response, including operation center personnel in support
of the field. Transit security personal, employed and contracted, would benefit from IS-700a: NIMS, An Introduction, and IS-100a: Introduction to ICS. Both are free and available online.  

Emergency Management

Managing emergencies is a critical skill that can reduce the criticality of an incident no matter what the initiating circumstance. Many times, quick and effective response to small incidents can keep them from turning into larger, potentially fatal incidents. Training staff in how to respond to potential incidents that they may happen upon provides for a resilient organization. All field staff should have a basic understanding of managing emergencies in their environment. In addition to training on managing the immediate emergency, responding personnel, such as field security staff, should also have training that enables them to initiate actions to resolve the incident. NIMS training, discussed above, provides information about command structure, language, and other basic skills to assist in emergency response. It is also critical that front line and field personnel know what tools are available and when and how to call for help. It is crucial that frontline and field employees know where resources such as fire extinguishers or “Stop the Bleed” kits are located and how to use them.

Beyond the training, the skills must be practiced through drills and exercises. The National Training Institute (NTI) provides training such as “All Hazards Awareness and Preparedness for Transit Employees” and “Crisis Communication for Transit Employees.” These classes are free and provided on-site, allowing for the training to be provided to groups of employees.

Stop the Bleed

The "Stop the Bleed" campaign was initiated by a federal interagency workgroup convened by the National Security Council Staff, The White House. The purpose of the campaign is to build national resilience by better preparing the public to save lives through increased awareness of basic actions to stop life-threatening bleeding following everyday emergencies and man-made and natural disasters. Advances made by military medicine and research in hemorrhage control during the wars in Afghanistan and Iraq inform the work of this initiative, which exemplifies translation of knowledge back to the homeland to the benefit of the general public. Through a Stop the Bleed course, participants gain the ability to recognize life-threatening bleeding and intervene effectively. Stop the Bleed courses are available at no or very low cost, as most are taught by volunteers.

TRAINING PROGRAM

Metro’s security training program should be formalized in a training manual that specifies the what, how, who, and when of training requirements. The training program should reflect an understanding of the difference between training and competency and be supported through drills and exercises.

What: Training Topics

As outlined in the previous section of this memo, Metro’s security training program manual should include baseline security awareness training and role-specific training, system security, community policing, de-escalation training, NIMS, emergency management, and Stop the Bleed trainings.

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² FEMA/Emergency Management Institute Training available at https://training.fema.gov/nims/
³ National Transit Institute training available at https://www.ntinonline.com/courses/
⁴ Training and resources available at https://www.stopthebleed.org/
FEMA published a bulletin of Department of Homeland Security (DHS)-approved training courses for the Transit Security Grant Program (TSGP) that includes a training matrix containing 14 training topics for basic and refresher training and recommended positions that should receive each training. For each training topic, the matrix lists standard hours and frequency and notes if federal courses are available for it. Metro can use this matrix, attached to this memo and cited in the References section, to inform which specific training it will include in its security training program manual.

**How: Training Methods**

Training may be conducted in-house or by contract; in either case, designated training staff who are qualified based on their training and/or experience should be responsible for the preparation, maintenance, and provision of the training program. NTI offers several train-the-trainer sessions in relevant subjects, providing for an in-house resource to provide continuity in training.

The training program should include various forms of instruction and delivery methods, suited to each training topic. Methods include classroom instruction, computer-based training, online courses, workshops, toolbox training (i.e., short, frequent training sessions), videos, printed reminders, on-the-job instruction and field instructions (e.g., simulated train incident). Training method selection should consider cost, audience, and training needs (e.g., frequency). Where possible, trainings should include agency success stories and examples that enhance the relevance of the content to employees. Industry best practice recommends training all transit employees upon hire in security awareness and emergency management with refresher training annually.

**Who: Role-Specific Training Assignments**

The training must specify which trainings are required for each Metro employee and contractor. Some trainings, like the baseline security awareness training, should be required of all employees. Other training topics are more applicable to specific roles, such as de-escalation training for bus operators. Refer to the attached FEMA bulletin for suggested training topics by role.

**When: Initial and Refresher Training**

The training program should provide both initial qualifications training and requalification ("refresher") training. Refer to the attached FEMA bulletin for suggested training topics by role.

**Training versus Competency**

Training is the delivery of information provided so participants can learn a specific skill or topic. Competency is defined by successful demonstration of the skills or knowledge area. For the training program to be successful, participants must be able to demonstrate competency in applying the concepts covered in the training. This task application of the concepts occurs outside the training environment where there are opportunities for participants to practice the skills to develop and maintain competency.

**Drills and Exercises**

Drills and exercises provide a method to test participants in their knowledge and understanding of the concepts needed to keep transit systems safe and secure. They can be very simple, such as a request to demonstrate operation of an emergency system or tool by a single or small group of individuals. Drills and exercises can also involve a large group of people across modes or jurisdictions who must coordinate to respond in real-time to a "incident" manufactured to test...
response and recovery. There are many resources for agencies to practice response through drills and exercises. For the purposes of this training memo, it is important that staff who are trained practice the knowledge so that when real situations arise, they are prepared to implement the training that they have received.

REFERENCES


ATTACHMENT – FEMA TRANSIT SECURITY GRANT PROGRAM (TSGP) TRAINING MATRIX
<table>
<thead>
<tr>
<th>Training Description</th>
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<td>Safety Awareness</td>
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<td>injuries and loss of life</td>
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<td>Transportation Security</td>
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<td>National Incident Management System (NIMS)</td>
<td>Provide leadership and management</td>
<td>1-2 days</td>
<td>Police/Law Enforcement</td>
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<td></td>
<td>capability to respond to</td>
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<td>Department of Homeland Security</td>
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<td></td>
<td>incidents and activate resources</td>
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<td>Transportation Security</td>
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<td></td>
<td>to address the incident</td>
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<td>Security/Transportation</td>
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<td>Operations Center Awareness</td>
<td>Enhance security understanding and</td>
<td>4 hours</td>
<td>Police/Law Enforcement</td>
<td>4 hours classroom/2 hours in-the-trench</td>
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<td></td>
<td>management of a critical infrastructure</td>
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<td>Department of Homeland Security</td>
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<td>to provide the public with</td>
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<td>Transportation Security</td>
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<td>information in a timely manner</td>
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<td>Security/Transportation</td>
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</table>

Note: The table above outlines the various training programs related to mass transit security, including the duration of each training and the categories of employees targeted. The Federal Course/Availabilty column indicates whether the training is offered through a federal program, the number of hours required, and whether it is classroom-based or in-the-trench training.
<table>
<thead>
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<th>Power</th>
<th>Disease</th>
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<th>Terrorism</th>
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<th>Emergency</th>
<th>Incident</th>
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<th>Time</th>
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<th>Duration</th>
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<td>Management of Serial Incendiary UX</td>
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<td>Effective Managing Serial Incendiary UX</td>
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<td>Management of Serial Incendiary (1 day course)</td>
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<td>Managing Serial Incendiary (1 day course)</td>
<td>3 days</td>
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<tr>
<td>Coordinated Response to Incendiary Attack (1 day course)</td>
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<td>Coordinated Response to Incendiary Attack (1 day course)</td>
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<td>Managing Terrorism Programs</td>
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<td>Terrorist threat Management Program</td>
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<td>Prevention and Mitigation: BDS and WMD - 12 Hour Course</td>
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<td>Terrorist Threat Management Program</td>
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<td>Prevention and Mitigation: BDS and WMD - 36 Hour Course</td>
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<td>Terrorist Threat Management Program</td>
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<td>Terrorist Incident Management: BDS and WMD - 36 Hour Course</td>
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<td>3 days</td>
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<tr>
<td>Infrastructure Incident Management: BDS and WMD - 36 Hour Course</td>
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<td></td>
<td>Terrorist Infrastructure Incident Management Program</td>
<td>3 days</td>
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<tr>
<td>Integrated Anti-Terrorism Security Program</td>
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<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td></td>
<td>Anti-Terrorism Infrastructure Incident Management Program</td>
<td>3 days</td>
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<tr>
<td>Terrorist System Security Design</td>
<td></td>
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<td>x</td>
<td>x</td>
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<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td>x</td>
<td></td>
<td>Terrorist System Security Design</td>
<td>3 days</td>
</tr>
</tbody>
</table>
ITEM 5  Metro System Security Strategy (Jan. 21, 2020)
METRO SYSTEM SECURITY STRATEGY

(Developed as part of the Metro System-Wide Security Assessment Phase II)
Supported by East-West Gateway Council of Governments

21 January 2020
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## ACRONYMS AND ABBREVIATIONS

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<thead>
<tr>
<th>ACRONYM/ABBREVIATION</th>
<th>MEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCTV</td>
<td>Closed-circuit Television</td>
</tr>
<tr>
<td>CPTED</td>
<td>Crime Prevention Through Environmental Design</td>
</tr>
<tr>
<td>DHS</td>
<td>Department of Homeland Security</td>
</tr>
<tr>
<td>EMP</td>
<td>Emergency Management Plan</td>
</tr>
<tr>
<td>EMS</td>
<td>Emergency Medical Services</td>
</tr>
<tr>
<td>EPP</td>
<td>Emergency Preparedness Plan</td>
</tr>
<tr>
<td>FEMA</td>
<td>Federal Emergency Management Agency</td>
</tr>
<tr>
<td>FTA</td>
<td>Federal Transit Administration</td>
</tr>
<tr>
<td>IDOT</td>
<td>Illinois Department of Transportation</td>
</tr>
<tr>
<td>IEMA</td>
<td>Illinois Emergency Management Agency</td>
</tr>
<tr>
<td>MoDOT</td>
<td>Missouri Department of Transportation</td>
</tr>
<tr>
<td>OCC</td>
<td>Operations Control Center</td>
</tr>
<tr>
<td>PAT</td>
<td>Passenger Assistance Telephone</td>
</tr>
<tr>
<td>Plan</td>
<td>Security Program Plan</td>
</tr>
<tr>
<td>SCADA</td>
<td>Supervisory Control and Data Acquisition</td>
</tr>
<tr>
<td>SEMA</td>
<td>Missouri State Emergency Management Agency</td>
</tr>
<tr>
<td>SOP</td>
<td>Standard Operating Procedure</td>
</tr>
<tr>
<td>SSI</td>
<td>Sensitive Security Information</td>
</tr>
<tr>
<td>SSO</td>
<td>State Safety Oversight</td>
</tr>
<tr>
<td>St. Louis Metro</td>
<td>Metro</td>
</tr>
<tr>
<td>Strategy</td>
<td>System Security Strategy</td>
</tr>
<tr>
<td>TSA</td>
<td>Transportation Security Administration</td>
</tr>
<tr>
<td>TSS</td>
<td>Transit Security Specialists</td>
</tr>
<tr>
<td>TVA</td>
<td>Threat and Vulnerability Assessment</td>
</tr>
<tr>
<td>VIPR</td>
<td>Visible Intermodal Prevention and Response</td>
</tr>
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</table>
INTRODUCTION

St. Louis Metro (Metro) is committed to providing safe, secure, dependable, and fully accessible multimodal transportation throughout metropolitan St. Louis. The safety and security of Metro passengers and employees, and the community that it serves, is paramount. To meet this commitment, Metro developed this System Security Strategy (Strategy). The Strategy establishes a comprehensive, systematic framework of effective and sustainable security components to safeguard the personal security of passengers, employees, and members of the public, as well as the integrity of Metro assets and other property. The Strategy is also designed to foster a culture of security by assigning responsibility and accountability for security.

Note: Metro Transit is the region’s public transportation system that operates under Bi-State Development. This strategy is targeted to the Metro Transit system, though some staff and programs operate at the Bi-State Development level to manage and deliver the strategy.

PURPOSE

The purpose of the Strategy is to develop and communicate a comprehensive, systematic, responsive, and effective security approach for Metro; support the development of technology programs; and provide a basis for Metro security training and exercises.

METRO TRANSIT SECURITY VISION & APPROACH

Metro recognizes the following six elements necessary to realizing its security vision for customers, employees, and the public:

1. Comprehensive Security Program
2. Defined Roles, Responsibilities, and Partnerships
3. Strategic Community Engagement and Support
4. Informed Security
5. Effective Security Personnel/Police
6. Rules Compliance

Figure 1 on the next page defines these six elements and the functions that support them.
Figure 1. Metro Transit Security Vision and Approach

Comprehensive Security Program
- Integration Across all Teams and Operations (internal and external)
- Regulatory Compliance
- Industry Best Practice
- Security Risk Management
- Security Review and Audits
- Communication Strategy

Defined Roles, Responsibilities, and Partnerships
- Security staff
- Law Enforcement
- Contracted Security
- Emergency Management Safety, and Operations
- Management
- Clear Communication of Roles, Responsibilities, Contracts, etc.

Effective Security Personnel / Police
- Trained, Competent, Transit-specific
- Security/Community Policing
- Strategic Security Staff Deployment
- Appropriate Incident Response

FUNCTIONS
- Defined roles and duties of influence
- Hierarchy and positioning
- Organizational charts
- Accountability
- Appropriate training
- Clear responsibilities
- Conferences, agreements

SECURITY VISION
of Customers, Employees, and the Public

FUNCTIONS
- Customer service training
- Collaborative partnerships
- Training programs
- SOPs / work orders
- Business continuity, maintenance, etc. (e.g. video)
- Second line of defense, procedures, including those that have already been shared to demonstrate

Informed Security
- Understanding Threats & Vulnerabilities
- Data Sharing with Security Partners
- Data Collection Strategies & Policies
- Security Technology

FUNCTIONS
- Comprehensive data analysis
- Case studies and new reports
- Data modeling
- After-action reports and investigations
- Effective reporting to OIG, FTA, local, and other as applicable

Strategic Community Engagement and Support
- Community Ownership of Metro System
- Consistent Messaging and Unified Voice
- Communication strategy

FUNCTIONS
- Strategic, proactive engagement of employees, resources, and communication with the public, stakeholder engagement including community, private, social media, media,alert, etc.
- Government, agencies that support security initiatives
- Methods for customer input and response
- Feedback actively managed

Rules Compliance
- Fare Policy
- Code of Conduct
- Policies that Support Rules Enforcement
- Clear Communication of Rules

FUNCTIONS
- Effective fare enforcement
- Conductive state of conduct enforcement
- Rules enforcement strategy
- Effective compliance
- Technology that supports enforcement (CTC, centralized fare inspection systems, etc.)
SECURITY GOALS, OBJECTIVES & TASKS

The Strategy establishes four primary goals to achieve the Metro Transit Security Vision:

1. Security: Reduce the rate of crime, the perception or fear of crime, and vulnerabilities to crime on the Metro system.
2. Fare Enforcement: Implement fare enforcement as a security tool.
4. System Approach: Systematically and continually identify and assess crime and other security threats to Metro passengers, employees, and property. Maximize security effectiveness by optimizing use of human resources and through operating procedures, technology and equipment; facilities design and improvements; and community and interagency partnerships.

Table 1 below further breaks down these four goals by objectives and associated tasks to meet each goal and its objectives.

Table 1. Goals, Objectives & Associated Tasks

<table>
<thead>
<tr>
<th>GOALS &amp; OBJECTIVES</th>
<th>ASSOCIATED TASKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Security: Reduce the rate of crime and the perception of crime on the Metro system.</td>
<td>1.1 Base routine deployment and tactics of Transit Police Taskforce and contracted security personnel on current intelligence, analysis of crimes and trends, and threats on the transit system.</td>
</tr>
<tr>
<td>1A. Establish annual* Target Goal for reported crimes, per 100,000 boarding rides, on the Metro system.</td>
<td>1.2 Specialize deployment and tactics of Transit Police Taskforce and security personnel for special event transit operations based on intelligence and analysis of crime trends, and threats particular to each special event.</td>
</tr>
<tr>
<td>1B. Maintain 70% or better customer rating of &quot;good&quot; or &quot;excellent&quot; for Metro addressing concerns about security on board buses and MetroLink, as measured through Metro surveys.</td>
<td>1.3 Frequently deploy Transit Police Taskforce and contracted security personnel on special missions to target unfavorable trends in crime or threats on the transit system, as identified by crime analysis and intelligence.</td>
</tr>
<tr>
<td>1.4 Fulfill perceived security and order on the transit system with deployments and tactics of security personnel that enhance visibility to system ridership and stakeholders, and provide an environment in which Metro Code regulations and community laws are enforced.</td>
<td>1.5 Develop and implement a &quot;Ride and Abide&quot; policy to address chronic, repeat offenders of Metro Code regulations and offenders committing serious crimes on Metro property and vehicles.</td>
</tr>
<tr>
<td>1.6 In coordination with the Transit Police Taskforce, participate in Operation RailSafe and BusSafe, Visible Intermodal Prevention and Response (VIPR) Team deployments, and other Transportation Security Administration (TSA) security initiatives.</td>
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</tbody>
</table>

*Each year establish Target Goal based on averages from the previous 3 years.
<table>
<thead>
<tr>
<th>GOALS &amp; OBJECTIVES</th>
<th>ASSOCIATED TASKS</th>
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</thead>
<tbody>
<tr>
<td>2. Fare Enforcement: Reduce opportunities for fare evasion on MetroLink.</td>
<td>2.1 Utilize access control techniques at MetroLink stations.</td>
</tr>
<tr>
<td>2A. Establish annual* Target Goal for fare evasion rate on MetroLink.</td>
<td>2.2 Collect, analyze, and monitor fare evasion data on MetroLink.</td>
</tr>
<tr>
<td></td>
<td>2.3 Base deployments of fare enforcement personnel on analysis of fare evasion</td>
</tr>
<tr>
<td></td>
<td>trends on MetroLink.</td>
</tr>
<tr>
<td></td>
<td>2.4 Conduct special missions to target unfavorable fare evasion trends.</td>
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<td></td>
<td>2.5 Enable fare enforcement and Public Safety Department personnel to write</td>
</tr>
<tr>
<td></td>
<td>citations in all Metro transit service areas.</td>
</tr>
<tr>
<td>3. Awareness and Involvement: Engage all Metro employees and contracted security</td>
<td>3.1 Communicate the Strategy to all Metro personnel and contracted police/security</td>
</tr>
<tr>
<td>personnel in awareness and responsibilities for security awareness on the Metro</td>
<td>personnel.</td>
</tr>
<tr>
<td>system. Engage passengers and public in security awareness.</td>
<td>3.2 Incorporate the security awareness responsibilities specific to each Metro</td>
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<tr>
<td></td>
<td>employee's job into the training program, procedures, and instructions applicable</td>
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<td>to each job. Include security considerations in performance evaluations of</td>
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<td></td>
<td>managers, according to their respective security job responsibilities.</td>
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<tr>
<td>3A. Achieve broad-based awareness of security responsibilities, alertness,</td>
<td>3.3 Integrate transit security procedures, drills/exercises outcomes, and incident</td>
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<tr>
<td>and procedures by Metro personnel.</td>
<td>reviews into transportation, maintenance, and security operating and emergency</td>
</tr>
<tr>
<td>3B. Achieve broad-based security alertness by Metro passengers.</td>
<td>procedures.</td>
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<td></td>
<td>3.4 Involve employees in security program development and implementation through</td>
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<td>mechanisms such as arranging participation in Safety/Security Committees and</td>
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<td>facility inspections, and designating security representatives for each operating</td>
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<td></td>
<td>facility.</td>
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<td></td>
<td>3.5 Reinforce an organizational culture for security responsibility by enforcing</td>
</tr>
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<td></td>
<td>access to Metro facilities by authorized personnel only.</td>
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<td></td>
<td>3.6 Assure that “See Something, Say Something” notifications are posted in all</td>
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<td></td>
<td>Metro buses and MetroLink vehicles, transit centers, and MetroLink platforms, and</td>
</tr>
<tr>
<td></td>
<td>are included in routine Metro customer information materials, such as service</td>
</tr>
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<td></td>
<td>brochures and website information.</td>
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<tr>
<td>GOALS &amp; OBJECTIVES</td>
<td>ASSOCIATED TASKS</td>
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<td>--------------------</td>
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</tr>
<tr>
<td>4. System Approach: To maximize security effectiveness, systematically and continually identify and assess crime and other security threats to Metro passengers, employees, and property by optimizing use of the Transit Police Taskforce, contracted security, and Metro personnel; operating procedures, technology, and equipment; facilities design and improvements; and community and interagency partnerships.</td>
<td>4.1 In coordination with the Transit Police Taskforce, collect and analyze security data on the Metro system and receive crime analyses from the Transit Police Taskforce.</td>
</tr>
<tr>
<td></td>
<td>4.2 Through interagency cooperation, ensure that all security threat and crime intelligence significant to Metro is concurrently available to the Transit Police Taskforce and Metro Public Safety Department for assessment and for optimization of transit system security resource deployments and tactics.</td>
</tr>
<tr>
<td></td>
<td>4.3 Coordinate transit system security resources (i.e., Transit Police Taskforce, contracted security, and Public Safety Department personnel) and provide sufficient levels of security training and equipment, to reduce the rate of crime and the fear of crime on the Metro system and to resolve Metro vulnerabilities.</td>
</tr>
<tr>
<td></td>
<td>4.4 Monitor developments in security technologies to optimize the effectiveness of Metro security.</td>
</tr>
<tr>
<td>4A. Systematically determine and assess deployments and tactics of Transit Police Taskforce, Metro personnel and contracted security personnel, in relation to analyzed information on crime, threats, and effectiveness on customer perception of security on the Metro transit system.</td>
<td>4.5 Develop a Code of Conduct ordinance.</td>
</tr>
<tr>
<td>4B. Continually foster partnerships with law enforcement jurisdictions and community organizations, in coordination with the Transit Police Taskforce, to support an extension of Metro security resources.</td>
<td>4.6 Provide a level of fare enforcement and enforcement of Metro prohibited conduct ordinances on the Metro system that is sufficient to sustain public perception that the transit system is reasonably secure from prohibited conduct.</td>
</tr>
<tr>
<td>4C. Systematically integrate security design considerations and security technology and equipment into the design of Metro facilities and transit operations.</td>
<td>4.7 Promote interagency cooperation and mutual security tactics and operations for the Metro system through intergovernmental agreements establishing Transit Police Taskforce as an extension of local jurisdiction police.</td>
</tr>
<tr>
<td></td>
<td>4.8 Incorporate Crime Prevention Through Environmental Design (CPTED) guidelines and Federal Transit Administration (FTA) Transit Security Design Considerations into Metro design criteria and facilities designs.</td>
</tr>
<tr>
<td></td>
<td>4.9 Deploy and maintain security technologies to increase prevention and protection capabilities, including surveillance, access control, and intrusion detection, in priority of risk reduction to assets by criticality.</td>
</tr>
<tr>
<td></td>
<td>4.10 Develop partnerships with community organizations to help foster security on the Metro system. Engage community-based personnel and services (such as an Ambassador Program at stations), to contribute to security on the Metro system.</td>
</tr>
</tbody>
</table>
SECURITY PROGRAM ELEMENTS

The 10 Strategy elements listed below represent the measures and capacities that will be employed to manage the security of the system, and to address and mitigate the security risks identified in Crime and Security Analyses, Threat and Vulnerability Assessments (TVA), and CPTED assessments. The 10 elements provide a systematic, layered approach to enhancing security across the Metro transit system. The remainder of this report details these 10 Strategy elements as follows:

1  Management and Accountability
2  Fare Enforcement
3  Security Risk Management
4  Crime and Security Data Analyses
5  Safety and Security Certification
6  Security Audits and Reviews
7  Security Standard Operating Procedures
8  Security Systems and Technology
9  Training and Awareness
10 Emergency Management and Drills and Exercises

1  MANAGEMENT AND ACCOUNTABILITY

Figure 2 below illustrates the multiple components that collaborate to advance Metro’s Security Program:

- Metro System Security: comprised of Metro employees (blue)
- Metro Field Security: comprised of Metro employees and contracted security/secondary employment police\(^1\) (gray)
- Transit Police Taskforce: comprised of law enforcement partners (red)

![Figure 2. Metro Security Program Components](image)

Potential security gaps can arise from the involvement of multiple stakeholders in Metro’s system security. Assigning management responsibilities, defining clear lines of accountability, and implementing effective communications is necessary to eliminate these potential security gaps. The security organizational chart in Figure 3 identifies the security relationships and accountability structure for the Metro Public Safety Department, contracted policing and security services, and the Transit Police Taskforce. Figure 3 uses the same color scheme as Figure 2: black for the overarching

\(^1\) Secondary employment police are contracted from law enforcement partners.
security program, blue for system security positions, gray for field security positions, and red for the taskforce. Figure 3 also depicts emergency management and safety functions by using orange to distinguish them from the security program functions.

Figure 3. Metro Public Safety Department Organizational and Collaboration Structure

Metro employees and contracted security service personnel have a basic security responsibility to serve as "eyes and ears" for the system and report all security issues. They are expected to report immediately to the Operations Command Center (OCC) upon observing:

- Metro-involved accidents or incidents, including persons in need of assistance on the transit system
- Criminal behavior and security threats, including suspicious items, activities, or behaviors
- Unbadged persons in a Metro workplace who do not belong

Metro employees and contracted security personnel will be provided with specific security instructions that address incident/emergency reporting, assessing unattended items found on Metro vehicles and facilities, workplace security, and instructions for employees to call for information during a Metro-declared emergency.

1.1 METRO PUBLIC SAFETY DEPARTMENT

This section describes positions that comprise Metro's Public Safety Department and the responsibilities of each.

GENERAL MANAGER, SYSTEM SAFETY AND SECURITY

The General Manager, System Safety and Security is responsible for developing Metro's safety and security strategic direction and providing the day-to-day leadership, management and administration of the Metro system safety, security, and emergency management programs, in coordination with the General Manager, Field Security, through:
— Communicating Metro’s system safety and security goals and programs and strategic direction.
— Providing support in the development, coordination, security training programs.
— Assessing threats and vulnerabilities to the Metro system and recommending corrective measures to reduce the potential for crime and vulnerabilities of the Metro transit system.
— Managing security incident reporting, investigation, and trend analysis.
— Managing security assurance audits and corrective action plans.
— Assuring that the Metro security management program meets or exceeds applicable regulations and guidance of the FTA, Department of Homeland Security (DHS), and industry best practices.
— Assessing threat and intelligence information and related updates from TSA and law enforcement partners regarding Metro passengers, employees, and operations.

GENERAL MANAGER, FIELD SECURITY

The General Manager, Field Security plans and manages the Public Safety Department’s field security activities and operations, in coordination with the General Manager of System Safety and Security, including:

— Developing and managing contracts with law enforcement partners, and overseeing the strategic deployment of law enforcement personnel across the Metro transit system.
— Providing direction in the development, coordination, and implementation of field security training programs.
— Ensuring the security resource deployment program maintains a comprehensive security presence across the Metro transit system.
— Communicating and coordinating Public Safety Department schedules with the Transit Police Taskforce.
— Adjusting security strategies in response to emergent trends in ridership, major events, crime, and/or nuisance behaviors.
— Ensuring compliance with all applicable policies, rules, regulations, and laws.
— Developing and overseeing the Public Safety Department budget.
— Reporting on calls for service, code of conduct violations and citations, and other security metrics, in collaboration with the Security Data Analyst.

MANAGER, PUBLIC SAFETY

The Manager, Public Safety coordinates and provides oversight of non-sworn contracted security and fare enforcement officers. The Manager implements and maintains security practices and procedures, coordinates training for contracted security personnel, and ensures that resources are deployed to maximize fare enforcement and public safety by:

— Developing and managing deployment programs in response to emergent trends in ridership, major events, crime, and/or nuisance behavior.
— Ensuring that Metro’s contract security and secondary employment police resource deployment programs maintain a comprehensive security presence across the Metro transit system.
- Coordinating and managing the scope of work and budget for Metro's contract security and fare enforcement program.
- Working with security contractor management and the Transit Police Taskforce to coordinate and oversee contract security and secondary employment police schedules, including personnel performance, utilization, attendance, and overtime.
- Producing reports to document trends in code of conduct violations, fare enforcement citations, and customer contacts.

**TRANSIT SECURITY SPECIALISTS (TSS)**

Transit Security Specialists (TSS) have specific security responsibilities, including monitoring employees' compliance with Metro security procedures. TSSs must have full knowledge of security rules and procedures, and communicate them on an ongoing basis to encourage other employees to incorporate security practices into their daily work activities. TSSs have the authority and responsibility to enforce Code of Conduct, fare policies, and administrative policies. Specific responsibilities of TSSs include:

- Being alert and observant of the personal security of Metro passengers, employees, and the general public at stations, stops, and along Metro transit system routes.
- Managing security logistical deployments within assigned zones.
- Responding to security and emergency incidents.
- Reporting observations of new vandalism damage or graffiti to Dispatch.
- Providing leadership and direction to Metro employees during security incidents.
- Providing liaison with local or Transit Police Taskforce officers and assisting in crowd control, securing witness information, and providing general on-scene assistance, as may be requested.
- Making on-scene decisions about restricting or continuing operations due to a security incident, in coordination with law enforcement.
- Issuing warnings, exclusions, and citations for violations of Metro Code of Conduct and fare policies.
- Preparing and submitting internal Metro reports for security incidents in which they are involved or to which they respond.
- Collaborating with Transit Police Taskforce officers in fare enforcement missions.
- Following radio communication protocols for internal and outside agency talk groups.
- Patrolling park and ride lots and parking structures, monitoring appropriate use, and issuing warnings and citations for Metro Code parking violations.
- Patrolling the light rail alignment and bus routes, identifying, reporting, and responding to identified security breaches or vulnerabilities.

**SECONDARY EMPLOYMENT POLICE**

Metro, under an arrangement with the various law enforcement and sheriff departments, directly employs off-duty officers and deputies from the law enforcement/sheriff department agencies. The officers and deputies supporting police officers and deputies assigned to the Transit Police Taskforce and have the same role and responsibilities as those on the Taskforce (see Section 1.4 Law Enforcement and Security – Law Enforcement Partners).
The secondary employment police officer and deputy patrols are deployed under the direction of the Manager, Public Safety. Deployments are coordinated with the Transit Police Taskforce command staff.

SECURITY DATA ANALYST

The Security Data Analyst is responsible for providing objective analysis of crime and security data by:

- Reporting data related to transit crime and security incidents, and maintaining Metro’s security information database.
- Working within Metro and with local and state law enforcement agencies to ensure the quality and timeliness of all security-related data for the Metro transit system.
- Preparing security reports for the FTA and the Missouri and Illinois state safety oversight organizations: the Missouri Department of Transportation (MoDOT) and Illinois Department of Transportation (IDOT).

INFRASTRUCTURE AND RISK COORDINATOR

The Infrastructure and Risk Coordinator is responsible for the overall management of infrastructure security strategy and implementation. Responsibilities include:

- Performing and coordinating security TVAs.
- Conducting CPTED reviews of Metro facilities.
- Participating in design reviews of proposed changes to Metro infrastructure, station, transit centers, and other Metro facilities.
- Developing and updating security design criteria for Metro capital projects.
- Managing the security certification process for capital projects.

ACCESS CONTROL COORDINATOR

The Access Control Coordinator is responsible for the overall management of the access control program for all Metro facilities. Responsibilities include:

- Coordinating security badging of Metro personnel and contractors requiring access to Metro facilities.
- Administering access change requests, including access for new hires, position changes and separations.
- Developing and overseeing the implementation of access control procedures.
- Administering the issuance of keys to Metro facilities.

SECURITY VIDEO SPECIALISTS

The Security Video Specialists are responsible for managing the closed-circuit television (CCTV) system and responding to CCTV requests from law enforcement agencies by:

- Working with Metro Public Safety Department and law enforcement partners to ensure the quality and timeliness of all Metro CCTV data requests.
— Processing CCTV surveillance video/image review, capture, and analysis from all Metro CCTV systems, to assist law enforcement agencies in transit crime investigations, apprehensions, and prosecutions.

— Ensuring appropriate and lawful chain-of-custody is maintained.

The Security Video Specialists review live video to monitor for:

— Security and other emergency incidents.
— Suspicious behaviors and activities.
— Platform overcrowding.
— Metro Code of Conduct issues.

The Security Video Specialists also support security missions, as requested, monitor the maintenance of the CCTV system, coordinate repairs for optimal performance, and support CCTV upgrades and expansions.

PUBLIC SAFETY DISPATCHERS

The Public Safety Dispatchers respond to passenger/public security text messages and passenger assistance telephone (PAT) calls from PATs located on MetroLink platforms. They also dispatch Transit Security Specialists, and notify police, sheriff, and emergency medical services, as needed.

1.2 OTHER DEPARTMENTS & POSITIONS COORDINATED WITH PUBLIC SAFETY

This section describes additional positions that interface with Public Safety.

EMERGENCY MANAGER

The Emergency Manager leads the development and implementation of Metro’s emergency management programs, training, procedures, and drills and exercises, including:

— Developing and managing emergency management training for Metro managers, supervisors, and employees.
— Implementing and exercising Metro facilities emergency response and evacuation plans for building occupants at all Metro facilities. In collaboration with operations and department managers at each facility, implementing and sustaining facility-specific emergency teams, related emergency Standard Operating Procedures (SOPs), and training and exercise programs.
— Developing, implementing, and exercising Metro’s Emergency Management and Preparedness Plans for response to winter operations, tornados, terrorist events, and evacuation operations, in coordination with first responder agencies throughout the Metro service area.
— Updating and implementing Metro’s Emergency Familiarization Plan for bus and rail vehicle and infrastructure familiarization training for police, fire, and other emergency personnel.
— Developing and maintaining the Metro Continuity of Operations Plan.
— Preparing and submitting monthly security reports to federal and state regulatory agencies, as required.
Preparing quarterly and annual security trends reports.

SAFETY DEPARTMENT

The Safety Department implements Metro's safety program and is comprised as follows:

- The Director of Safety is responsible for developing, implementing, and administering a comprehensive safety management system plan as it relates to bus and rail operations, fire protection, employee safety and health, and passenger safety.
- Transit Safety Specialists aid the Director of Safety in the implementation and monitoring of safety programs, procedures, regulations, and guidelines. The Safety Specialists conduct inspections and investigations to identify hazards and assist in the development of action plans to eliminate or control the hazards. Other duties include conducting safety audits, industrial hygiene surveys, hazard communication management, accident reviews, and employee safety training.

BUS AND RAIL OPERATORS AND MAINTENANCE PERSONNEL

Bus and Rail Operators and Maintenance personnel play an important role in security management, as they often are the first to be contacted regarding a security, medical, or other emergency incident. Operators and Maintenance personnel will receive training to:

- Determine when to call the Operations Control Center (OCC) for assistance.
- Respond to information or requests from passengers concerning security.
- Be alert and observant of the personal security of Metro employees, passengers, and the general public observed at MetroLink platforms, transit centers, bus stops, and along transit routes.
- Assume control of the scene of an incident, until the arrival of a Metro TSS, police, or fire/emergency medical services (EMS) personnel.
- Report all security and other emergency incidents to the OCC, including observations of new vandalism damage, such as graffiti.
- Provide written reports, as required.

1.3 COMMITTEES

This section describes the committees that advise Metro Public Safety.

BI-STATE DEVELOPMENT SECURITY SUB-COMMITTEE

The Bi-State Development Security Sub-Committee provides oversight and policy direction of security activities to its five enterprise areas, with particular emphasis on Metro transit operations.

METRO SAFETY AND SECURITY OVERSIGHT COMMITTEE

The Metro Safety and Security Oversight Committee extends the scope of safety and security programs management by assuring involvement and collaboration of all Metro departments in safety and security program development and implementation, and by advising on development and evaluation of the program.

Metro Safety and Security Committee meetings include reviews of:
— Safety and security incidents, as warranted.
— Proposed improvements in safety and security procedures, equipment, and training.
— Changes to Metro facilities, infrastructure, or operations affecting safety and security.
— Security information related to upcoming events in the region affecting the transit system.
— Trends in the Metro system crime data.
— Safety and security assessments of Metro operations and facilities.

Committee members also:
— Raise any concern regarding:
  ° Safety and security management interactions, and
  ° Deficiencies in safety, security, and emergency preparedness that require coordination among departments.
— Report on:
  ° The status of corrective action plans, and
  ° Safety and security performance and issues.

Committee membership includes:
— Bi-State Development/Metro
— Law Enforcement
  ° St. Louis County Police (Transit Police Taskforce command staff representative)
  ° Police Division, City of St. Louis (Transit Police Taskforce command staff representative)
  ° St. Clair County Police (Transit Police Taskforce command staff representative)
— TSA
— State Safety Oversight Agencies
  ° IDOT
  ° MoDOT

1.4 LAW ENFORCEMENT AND SECURITY

This section describes Metro Public Safety’s law enforcement and security partners.

LAW ENFORCEMENT PARTNERS

Metro has entered into intergovernmental agreements with St. Louis County Police Department, Police Division, City of St. Louis, and St. Clair County Sheriff for Transit Police services on Metrolink. These police officers and deputies comprise the Transit Police Taskforce. The officers and deputies assigned to the Transit Police Taskforce remain employees of their respective police jurisdictions.

Transit Police Taskforce command personnel actively participate in Metro’s security strategy. They collaborate with the Metro Public Safety Department in developing and conducting targeted enforcement and apprehension missions on or affecting the transit system, in sharing and assessing security threat information and crime intelligence, and in integrating security strategies and transit
system operating strategies for major public or special events, such as major sporting events and Fair St. Louis.

Transit Police Taskforce officers and deputies enforce state and federal laws, city ordinances, and Metro’s Code of Conduct. Their responsibilities include:

- Conducting high visibility patrols on MetroLink vehicles and property to enforce laws and ordinances.
- Responding to emergency security incidents and taking appropriate action.
- Liaising and assisting with law enforcement personnel throughout MetroLink service area.
- Developing and conducting targeted enforcement and apprehension missions on the MetroLink system.
- Leading critical incident reviews and investigations of misdemeanor and minor felony crimes.
- Conducting audits of security officer credentials and qualifications.

CONTRACTED TRANSIT SECURITY/SECONDARY EMPLOYMENT OFFICERS

Metro contracts for transit security services with a private security contractor and secondary employment officers. These officers form the base level of security on the Metro transit system, including rail vehicles, rail stations, bus transfer stations, and other areas of concern for Metro. They are coordinated with law enforcement and the Metro TSSs through the Metro Public Safety Department. Contract security positions include Transit Security Officers, Secondary Employment Officers, and Fare Inspectors.

TRANSIT SECURITY OFFICERS

Transit Security Officers provide a uniformed, unarmed, professionally trained security officer presence at throughout the Metro transit system. Transit Security Officers are generally on-foot. Responsibilities of Transit Security Officers include:

- Providing fixed-post and roving security officer presence at Metro Transit Centers, MetroLink stations, park and rides, and on Metro vehicles (bus and rail).
- Intervening in minor infractions and disorderly conduct.
- Responding to calls for assistance.
- Enforcing and following Metro Code of Conduct, and safety and security policies and procedures.
- Observing and reporting criminal, suspicious activity, and quality of life issues.
- Controlling access of persons, vehicles, and other property at Metro facilities, locations, and property, as assigned.
- Discouraging unauthorized persons and activities that detract from safe access to transit.
- Assisting in maintaining orderly conduct in MetroLink vehicles, at MetroLink stations, and at transit centers.
- Responding, and acting as Metro’s representative, to maintain order at an incident scene, pending arrival of TSS, police, or emergency response personnel.
- Assisting Metro during operational issues.
— Conducting security and hazard assessments and inspections of Metro operations and facilities, in accordance with provided procedures.
— Providing customer assistance to Metro passengers and the public.

FARE INSPECTORS
Fare Inspectors ensure compliance with fare collection policies through inspection of proof-of-payment. Fare Inspectors have the authority to issue citations, warnings, and exclusions. Fare Inspectors also provide an added layer of security presence on MetroLink platforms and vehicles. Fare Inspectors responsibilities include:
— Liaising with TSSs and Transit Police Taskforce officers to assist with crowd control and provide general on-scene assistance during a security incident.
— Reporting security incidents to Dispatch and requesting assistance, as warranted.
— Completing security incident reports.
— Identifying safety hazards and security issues.

GOVERNMENT COORDINATION
Metro coordinates with federal government agencies to ensure compliance with security regulations and for funding support, when available. Federal government agencies include DHS, Federal Emergency Management Agency (FEMA) and the Transportation Security Administration (TSA).

State government coordination includes MoDOT, the IDOT Multimodal Division, the Missouri State Emergency Management Agency (SEMA), and Illinois Emergency Management Agency (IEMA).

2  FARE ENFORCEMENT
Metro uses fare enforcement as a security tool, applying a number of strategies to enhance MetroLink security.

Transit Police Taskforce officers and contracted Fare Inspectors routinely ride MetroLink trains to check fares and deal with violators on a continuous basis with the ability issue citations, when appropriate.

Metro Public Safety Department and Transit Police Taskforce officers collaborate in identified problem locations to enhance security presence, deter inappropriate behavior, and increase fare compliance.

3  SECURITY RISK MANAGEMENT
The Strategy provides for a systematic and comprehensive process for identifying, mitigating, and managing security risks. The security risk management process is comprised of two main components:
— CPTED assessments and design.
— TVAs, which identify and assess threats, vulnerabilities, and security risks, and which recommend countermeasures to mitigate risks to a level as low as reasonably possible.
3.1 CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

CPTED is a crime prevention concept based on the theory that proper design and effective use of the built environment can lead to a reduction in the fear and incidence of crime, as well as an improvement in the quality of life. It emphasizes the use of structures, spaces, open sightlines, lighting, and people around an area to deter crime and provide a sense of safety.

The four principles of CPTED are:

- Access Control: The physical guidance of people coming and going from a space by the thoughtful placement of entrances, exits, fencing, landscaping, and lighting. Access control relies on a combination of physical elements (e.g., barriers, portals, credentials) and policies (e.g., asset classification, credentialing) to operate properly.
- Natural Surveillance: The placement of physical features, activities, and people in such a way as to maximize safety.
- Territorial Reinforcement: The use of physical attributes that express ownership, such as fences, pavement treatment, art, signage, and landscape.
- Maintenance: Allows for the continued use of a space for its intended purpose. It serves as an additional expression of ownership and prevents reduction of visibility from landscaping overgrowth and obstructed or inoperative lighting.

CPTED concepts and strategies will be incorporated into MetroLink stations, transit centers, bus stops and other facility designs. Metro design criteria will be updated to reflect these concepts.

Periodic CPTED assessments will be conducted of current facilities and infrastructure to evaluate opportunities for improvement. Improvements will be made as funding becomes available.

3.2 THREAT AND VULNERABILITY ASSESSMENTS (TVA)

The inherently open nature of transit systems like Metro can be exploited by criminals or others to commit crimes, acts of violence, malicious and destructive acts, and disruptive behaviors. The security challenge is how to maintain an open and inviting environment that is easily accessible to the public while concurrently maintaining a level of security that prevents or minimizes, to the greatest extent possible, the occurrence of such acts. Key steps to deter, minimize, and prepare for criminal activities, destructive acts, and disruptive behaviors are designed to:

- Identify potential threats facing Metro;
- Identify vulnerabilities that may be exploited to carry out these threats;
- Analyze the potential impacts of each threat and vulnerability scenario; and
- Develop and implement corrective actions and countermeasures to prevent, deter, detect, and prepare for these events.

TVAs will be performed for each new significant capital project, whenever a new threat or vulnerability is identified, and for changes to the current infrastructure and significant service changes.

The TVA methodology that will be used for Metro supports an 'All-Hazards Approach' and incorporates diverse potential threat factors. Figure 4 illustrates the components of the methodology used for the TVA process, which are then defined further in eight steps.
1 Asset Definition/Identification: The first component of the TVA is the identification and evaluation of the assets within Metro. The goal is to identify the assets that are most important to the Metro transit system from an operational perspective and to prioritize protection of those critical assets.

2 Define the Threats: Defining the threat is the second component of the TVA and involves a three-step process:
   a. Identifying threat groups and developing specific potential threat scenarios.
   b. Defining the intent and capability of the potential threat actors.
   c. Assessing the level of threat based on intent and capability.

3 Vulnerability Assessment: The third component of the TVA is the vulnerability assessment. The purpose of the vulnerability assessment is to identify and evaluate specific vulnerabilities to identified threats. The process involves evaluating the ability of existing and planned countermeasures to deter, delay, detect, respond, or recover against the representative threat scenarios.

4 Likelihood Evaluation: Once the level of threat and vulnerabilities are assessed, the likelihood of realization of the threat can be assessed. This indicates how likely a threat is to be realized in the threat scenario being assessed.

5 Consequence Evaluation: The consequence evaluation determines the potential impact of a realized threat. This includes the impact to people, equipment, operations, finances, and reputation.

6 Initial Risk Assessment: The initial risk assessment evaluates the likelihood of a realized threat against the consequence of that realized threat to provide an evaluation of initial risk.

7 Countermeasure Development: Once the initial risk assessment is completed, mitigating design and operational countermeasures are identified with the goal of identifying and developing countermeasures sufficient to mitigate risk to acceptable levels. The TVA process and development of countermeasures will include Transit Police Taskforce, TSA, and appropriate Metro department representatives.

8 Residual Risk Assessment: Residual risk is the risk that remains should all of the mitigation strategies (both designed/physical and operational/procedural) be implemented. The level of residual risk is determined by re-assessing the vulnerability and risk levels for each threat scenario.
4 CRIME AND SECURITY DATA ANALYSES

The Metro Public Safety Department will be the central point for the collection, assessment, reporting, and recordkeeping of security data and information involving the Metro transit system. The Department will continually conduct analysis of the security database to detect trends and patterns of quality of life issues, such as disruptive behaviors occurring on the transit system, and fare enforcement activities and fare evasion issues. The Transit Police Taskforce, however, will be responsible for the collection, analysis, and reporting of criminal activity on the MetroLink system. Analyses of data collected from all sources will provide the basis for deployment of police and security resources and aid in other security related decisions.

The Metro General Manager of Field Security will receive security threat and crime intelligence through TSA and the Transit Police Taskforce, respectively, for incorporation into security personnel resource deployments and tactics and in Metro operations orders, as warranted.

Security data and information inputs to the Metro Public Safety Department include:

- Security incident or breach reports from TSSs, Transit Security Officers, and Metro operating departments.
- Criminal trend and analysis reports involving the Metro transit system from the Transit Police Taskforce.
- Security complaints from the public and Metro customers.
- Special event service plans and information from Metro's operating departments, for assessment of security risks and incorporation of security strategies into the overall service plan for the special event.
- Security inspections and assessments of transit system facilities and operations by field security personnel and the Infrastructure and Risk Specialist.
- Security-related information from individual Metro employees and through Metro Safety and Security Committees.

In addition, Metro is a member of the Surface Transportation Information Sharing and Analysis Center, and monitors daily threat information reported by the Center.

The Transit Police Taskforce command members are provided transit-related police intelligence information from their respective jurisdictions and the Joint Terrorism Taskforce.

The Metro Public Safety Department will provide security data and information outputs to the following:

- FTA's National Transit Database and MoDOT and IDOT (in their role as FTA's State Safety Oversight Agency for Metro): monthly transit crime data.
- Metro's Safety and Security Oversight Committee, Metro operations management, and executives: transit crime, security, and fare enforcement data reports and trend analyses; security incident reviews and recommendations; security strategies for special event transit service or regional events affecting the Metro transit system; facility security assessments; and security program recommendations.
- Metro facility security representatives: security inspection and assessment reports of the facility that they represent.
5 SAFETY & SECURITY CERTIFICATION

Safety and Security Certification is the process for verifying the readiness of a system for public use. Metro will conduct security certification to ensure security concerns are adequately addressed prior to initiation of passenger operations for rail transit projects and for major modifications to the current transit infrastructure. Certification demonstrates that security requirements and countermeasures were integrated into the design, construction, testing, and start-up phases of a project.

Certificates of Conformance will be issued for Design, Construction, Integrated System Testing, and Operations and Maintenance elements as follows:

- Design Certificate of Conformance: issued once design satisfies all security requirements.
- Construction Certificate of Conformance: as-built system has been constructed/installed correctly.
- Integrated System Testing Certificate of Conformance: equipment and system are tested to ensure its functionality satisfies the security requirements.
- Operations and Maintenance Certificate of Conformance: support for the system—inclusive of applicable plans, procedures, training, and exercises—was developed and implemented.

Once all certifiable elements are certified, a Project Security Certificate of Conformance will be issued to indicate that, from a security perspective, the system is ready for use. Additional information on the Safety and Security Certification Process is contained in project Safety and Security Certification Plans, Metro Agency Safety Plan, and project Safety and Security Management Plans.

6 SECURITY AUDITS AND REVIEWS

Meeting Metro's Strategic Security Strategy performance objectives described in the Introduction section will be evaluated through internal and external audits and reviews. The external audits are to be performed by third parties independent of Metro security management and operations. External audits and internal reviews of each of the performance objectives will occur at least once year.

Topics for audit and review will include fulfillment of Strategy objectives, adherence to Metro security procedures, employee security training, Sensitive Security Information management, and access control system management. All partner agencies that support the Metro Security program, including the Transit Police Taskforce members, will be included in the audit activities. Figure 5 provides an example of results from an external audit completed in Fall 2019 on Metro's security program\(^2\). In addition to the external audits, Metro will participate in TSA's Baseline Assessment for Security Enhancement program.

\(^2\) Note that the Metro Security Scorecard will be updated periodically as Metro continues to advance its security program. Figure 5 is provided as an example external audit; its contents are only applicable to the time period during which it was completed (Fall 2019).
7 SECURITY STANDARD OPERATING PROCEDURES (SOPs)

SOPs guide performance and response to security and emergency events. Appropriate SOPs will be reviewed and evaluated as follows:

- Following a significant security or emergency event.
- During each drill and exercise.
- At least every three years.

The reviews will assess the effectiveness of the SOPs and any gaps that need to be addressed.

8 SECURITY SYSTEMS AND TECHNOLOGY

Metro Security Strategy incorporates the following security plans, physical design strategies, and networked systems that function synergistically to safeguard against and mitigate threats that may affect the transit system:

- Access Control
- Dispatch
- Passenger Information System
- CCTV System
- Passenger Assistance Telephone System
- Operations Control Center
  - Intrusion Detection
  - Supervisory Control and Data Acquisition (SCADA)
  - Voice and Data Radio System
8.1 ACCESS CONTROL

Metro will develop an access control management strategy, inclusive of access to MetroLink stations and to Metro non-public facilities, such as maintenance repair shops and vehicle storage yards. The development of an access key management plan will also be a component of controlling access to facilities and other infrastructure.

8.2 METRO DISPATCH

Metro Dispatch facilitates field communications between the Public Safety Department, contracted security services, and the Transit Police Taskforce. Dispatch is also responsible for monitoring Emergency and Passenger Assistance Telephones, responding to text messages from the public, monitoring CCTV for security and other emergency incidents, and coordinating requests for police and emergency services.

8.3 OPERATIONS CONTROL CENTER (OCC)

The OCC functions as the main control center for the Metro system; providing for the monitoring, management, and interaction with multiple systems, including:

- Integrated Voice and Data Communication System
- Passenger Information System
- Signal and Train Control System
- SCADA
- Traction Power System
- Tunnel Ventilation System
- Elevator Monitoring System
- Central Alarm Monitoring System
- Intrusion Detection and Access Control.

8.4 INTRUSION DETECTION AND ACCESS CONTROL

The Intrusion Detection and Access Control system is used to control and prevent unauthorized access or intrusion into security sensitive and private areas of the Metro system. The system will control access, monitor, and provide alarm notification for the following areas:

- Underground ancillary spaces, as required
- Equipment and storage rooms
- Emergency exits
- Emergency exit buildings
- Critical or high-security rooms (including signal rooms, communication rooms, and ventilation rooms)
- OCC and Dispatch facilities
- Utility Complexes and Traction Power Substations
- Any applicable high-risk areas as identified though the TVA
8.5 CCTV SYSTEM

Metro’s CCTV System covers station platforms and bus and rail vehicle interiors. The CCTV system allows for viewing live and recorded images. Camera locations will be strategically assessed to ensure the views are clear, unobstructed, and not impaired by structures, signage, foliage, intense lights, or any other obstacles. New cameras will be placed to mitigate vandalism, tampering, and deliberate attempts to disable video surveillance.

8.6 SCADA

SCADA forms part of the overall communications systems and provides remote control and operational monitoring of electrical and mechanical systems throughout the Metrolink mainline. The SCADA system will provide monitoring and control of the Metrolink system and support systems. The system is comprised of redundant servers with operator workstations providing graphical and text-based monitoring and supervisory control of stations, traction power systems, tunnel systems, and tunnel ventilation. The system also provides remote monitoring and alarm handling for the distributed communication systems across the line, provides the interface between the signaling and train control system and communications system, and serves as the data manager for interfaces between key communication systems.

8.7 PASSENGER INFORMATION SYSTEM

The Passenger Information System broadcasts audible and visual messages to passengers and personnel train platforms. The Passenger Information System can queue audio announcements and corresponding text displays based on their level of urgency and target zone. Microphones located in locked cabinets or secure areas in underground stations may be used by authorized users to make local announcements.

8.8 PASSENGER ASSISTANCE/EMERGENCY TELEPHONE

Each Passenger Assistance/Emergency Telephone device is located within view of a CCTV camera to allow Passenger Assistance/Emergency Telephone calls to be viewed by Metro Dispatch through CCTV video. Passenger Assistance/Emergency Telephones feature a customer information button and an emergency call button. Passenger Assistance/Emergency Telephones are monitored by Metro Dispatch.

8.9 TEXTING COMMUNICATIONS

Metro has contracted for texting system services that allow Metro passengers to use their mobile phones to send text message reports of suspicious or criminal activity or other security concerns to Metro Dispatch. The service permits two-way communications, allowing Metro Dispatchers to communicate with passengers and solicit additional information, as needed.

8.10 NON-PASSENGER EMERGENCY TELEPHONES

Non-passerger emergency telephones are integrated into Blue Light Stations that are located at tunnels portals and in tunnels for use by emergency personnel, per National Fire Protection Association 130 requirements. The non-passerger emergency telephones are monitored by the OCC.
8.11 VOICE AND DATA RADIO

The Voice and Data Radio Systems support communication along the length of the rail alignment and buses. The system supports mobile handheld and non-revenue vehicle radios, and bus and rail vehicle radios. An underground Distributed Antenna System provides radio coverage in the underground tunnel and within stations.

9 TRAINING AND AWARENESS

Training and awareness are key to successful implementation of the Strategy by enabling security to be the responsibility of everyone who comes in contact with the Metro transit system.

9.1 EMPLOYEE

Security awareness training will be provided to Metro employees and adapted as needed based on lessons learned or changes in the security environment.

Metro front-line employees, maintenance personnel, and most agency staff receive relevant security awareness training. Metro procedures supporting security are embedded in Metro’s SOPs pertaining to emergency operations, communications, and response. Since training on SOPs and Rulebooks applicable to respective employee jobs is the core element of operations training for the respective jobs, it also serves as a primary mechanism for security training for all front line employees.

Security awareness is also part of orientation training for all Metro new-hire employees. Those working in non-front line positions are given training on Metro’s H-O-T principles as a reminder that all employees play a role in security.

9.2 EMERGENCY RESPONDER

Emergency responder training will be provided to familiarize responders with the inherent hazards with transit operations and the emergency system on transit vehicles and within the rail infrastructure.

9.3 PUBLIC OUTREACH

Periodic public outreach campaigns will be conducted to educate the public in keeping themselves and their belongings and vehicles safe and secure. Additionally, ‘See Something Say Something’ promotions will be used to heighten the public’s security awareness.

10 EMERGENCY MANAGEMENT AND DRILLS AND EXERCISES

Detecting, coordinating, communicating, and responding to emergency situations quickly and effectively are crucial to mitigating or reducing their negative impacts. As such, to properly prepare for emergencies, Metro will develop an Emergency Management Plan (EMP) and Emergency Preparedness Plan (EPP). The plans are compatible with St. Louis metro region emergency planning.

As part of the EMP and EPP, single- or multi-agency drills and exercises will be used to test the elements of the Strategy, EMP, and EPP. After-action reports will be generated for all drills and
exercises to record outcomes, lessons learned, and actions to be taken to improve security and emergency preparedness.

The objectives of conducting drills and exercises are to:

- Raise awareness about the impact of any emergency event, including security incident.
- Increase understanding of all participants' roles and responsibilities.
- Determine whether plans and procedures adequately address anticipated incidents.
- Identify improvements in emergency management, emergency preparedness, and security strategies and procedures.
- Promote advance planning.
- Raise awareness of intangible elements, such as the impact of individual backgrounds and experience on decision-making processes.
- Verify security and emergency management-related training is adequate and appropriate for the tasks to be performed by Metro staff in both normal and emergency response environments.
- Allow for critiques, lessons learned, and potential gaps to be shared and reviewed by stakeholders, and incorporated into updates of the Security Program Plan and other security documents.
- Ensure threats, vulnerabilities, and open issues have been resolved.
- Ensure all known comments and issues concerning training and drills that impact safety or security have been satisfactorily resolved.
- At least one security related drill or exercise is held at least annually.
NEXT STEPS

By establishing the overarching framework for effective security of the Metro transit system, this Strategy provides strategic direction for development of Metro’s Security Program Plan (Plan). The Plan is a formal document that will describe the tasks and resources necessary to implement an effective security program at Metro. In other words, this Strategy defines the “what” and the Plan will detail the “how.”

The Plan will advance Metro’s Strategy and Transit Security Vision by:

1. Defining the Metro security system.
2. Establishing organizational responsibilities and levels of commitment.
3. Explaining how threats and vulnerabilities will be identified, assessed, and addressed.
4. Describing plan milestones and how the plan will be implemented.
5. Clarifying plan integration and interface with other internal and external organizations and activities.
6. Detailing how the plan will be evaluated and modified.

The Security Program Plan will be an internal document protected as Sensitive Security Information (SSI) due to the type of information and level of details it contains.

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SSI is defined by and controlled under 49 CFR parts 15 and 1520. Although SSI is not classified information, is information that, if publicly released, would be detrimental to transportation security. There are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. Only persons with a “need to know” are authorized to access SSI and have special obligations to protect SSI from unauthorized disclosure.
PAGE INTENTIONALLY LEFT BLANK
APPROVAL SIGNATURES

The following signatures confirm approval of the Metro System Security Strategy.

SECURITY STRATEGY TASKFORCE

Steve Berry, General Manager, Metro Public Safety

Kevin Scott, Director, Metro Public Safety

Captain Scott Meles, Transit Police Taskforce Lead,
St. Louis County Police

Lieutenant Joe Crews, St. Louis City Police

Lieutenant Tom Peters, St. Clair County Sheriff

Marcie Meystrik, East-West Gateway Council of Governments,
Project Manager

2/28/2020
Date

2/28/2020
Date

2-28-2020
Date

2-28-20
Date

2-28-20
Date

2-28-2020
Date

SUPPORTED BY

Lance Stuart, WSP, Security Strategy Development,
Project Manager

Harry Saporta, WSP

Charles Rappleyea, WSP

2/28/2020
Date

2/28/2020
Date

2/28/2020
Date
LAW ENFORCEMENT PARTNER AGENCIES AGREEMENT SIGNATURES

The following signatures confirm agreement and support for the Metro System Security Strategy.

Chief Belmar, St. Louis County Police

Date

Commissioner John Hayden, St. Louis Police

Date

Sheriff Rick Watson, St Clair County Sheriff

2/26/2020

Date
OFFICIAL AGREEMENT SIGNATURES

The undersigned agree and support the Metro System Security Strategy set forth by this document.

Taulby Roach
President and CEO
Bi-State Development Agency of the Missouri and Illinois Metropolitan District

Mark Kern
Board Chairman
St. Clair County, Illinois

Lyda Krewson
Mayor
The City of St. Louis

Dr. Sam Page
County Executive
St. Louis County, Missouri

2/26/2020
Date

2/26/2020
Date

2/26/2020
Date
The following document is the current Bi-Development Compact it was decided during the last Command Staff meeting that all PSO's need to read, especially the highlighted areas, and be familiar with it, as this is where your authority comes from.

Major George Basler Jr. #911
Commander, Security and Fare Enforcement
Department of Public Safety
Metro St Louis
3330 Spruce
St Louis, Mo. 63103
314-982-1400 ext 2229
Cell 314-220-7127
ITEM 6  Collected Board Policies of the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (Nov. 18, 2011)
# COLLECTED BOARD POLICIES

OF THE

BI-STATE DEVELOPMENT AGENCY

OF THE

MISSOURI-ILLINOIS METROPOLITAN DISTRICT

## Chapter 10. Board of Commissioners

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Chapter 10

(Update/Revised 11/18/11)
COMPACT BETWEEN MISSOURI AND ILLINOIS CREATING THE BI-STATE DEVELOPMENT AGENCY AND THE BI-STATE METROPOLITAN DISTRICT.

The states of Missouri and Illinois enter into the following agreement:
ARTICLE I

They agree to and pledge each to the other faithful cooperation in the future planning and development of the Bi-State metropolitan district, holding in high trust for the benefit of its people and of the nation the special blessings and natural advantages thereof.

ARTICLE II

To that end the two states create a district to be known as the "Bi-State Metropolitan Development District" (herein referred to as "The District") which shall embrace the following territory: The city of St. Louis and the counties of St. Louis and St. Charles and Jefferson in Missouri, and the counties of Madison, St. Clair, and Monroe in Illinois.

ARTICLE III

There is created "The Bi-State Development Agency of the Missouri-Illinois Metropolitan District" (herein referred to as "The Bi-State Agency") which shall be a body corporate and politic. The Bi-State agency shall have the following powers:

(1) To plan, construct, maintain, own and operate bridges, tunnels, airports and terminal facilities and to plan and establish policies for sewage and drainage facilities;

(2) To make plans for submission to the communities involved for coordination of streets, highways, parkways, parking areas, terminals, water supply and sewage and disposal works, recreational and conservation facilities and projects, land use pattern and other matters in which joint or coordinated action of the communities within the areas will be generally beneficial;

(3) To charge and collect fees for use of the facilities owned and operated by it;

(4) To issue bonds upon the security of the revenues to be derived from such facilities; and, or upon any property held or to be held by it;

(5) To receive for its lawful activities any contributions or moneys appropriated by municipalities, counties, state or other political subdivisions or agencies; or by the federal government or any agency or officer thereof;

(6) To disburse funds for its lawful activities, and fix salaries and wages of its officers and employees;

(7) To perform all other necessary and incidental functions; and
(8) To exercise such additional powers as shall be conferred on it by the legislature of either state concurred in by the legislature of the other or by act of congress.

No property now or hereafter vested in or held by either state, or by any county, city, borough, village, township or other political subdivision, shall be taken by the Bi-State agency without the authority or consent of such state, county, city, borough, village, township or other political subdivision, nor shall anything herein impair or invalidate in any way any bonded indebtedness of such state, county, city, borough, village, township or other political subdivision, nor impair the provisions of law regulating the payment into sinking funds of revenues derived from municipal property, or dedicating the revenues derived from any municipal property to a specific purpose.

Unless and until otherwise provided, it shall make an annual report to the governor of each state, setting forth in detail the operations and transactions conducted by it pursuant to this agreement and any legislation there under.

Nothing contained in this compact shall impair the powers of any municipality to develop or improve terminal or other facilities.

The Bi-State agency shall from time to time make plans for the development of the district; and when such plans are duly approved by the legislatures of the two states, they shall be binding upon both states with the same force and effect as if incorporated in this compact.

The Bi-State agency may from time to time make recommendations to the legislatures of the two states or to the Congress of the United States, based upon study and analysis, for the improvement of transportation, terminal, and other facilities in the district.

The Bi-State agency may petition any interstate commerce commission (or like body), public service commission, public utilities commission (or like body), or any other federal, municipal, state or local authority, administrative, judicial or legislative, having jurisdiction in the premises, for the adoption and execution of any physical improvements, change in method, rate of transportation, system of handling freight, warehousing, docking, lightering, or transfer of freight, which, in the opinion of the Bi-State agency, may be designed to improve or better the handling of commerce in and through the district, or improve terminal and transportation facilities therein. It may intervene in any proceeding affecting the commerce of the district.

ARTICLE IV

The Bi-State agency shall consist of ten commissioners, five of whom shall be resident voters of the state of Missouri and five of whom shall be resident voters of the state of Illinois. All commissioners shall reside within the Bi-State district, the Missouri members to be chosen by the state of Missouri and the Illinois members by the state of Illinois in the manner and for the terms fixed by the legislature of each state except as herein provided.
ARTICLE V

The Bi-State agency shall elect from its number a chairman, a vice chairman, and may appoint such officers and employees as it may require for the performance of its duties, and shall fix and determine their qualifications and duties.

Until otherwise determined by the legislatures of the two states no action of the Bi-State agency shall be binding unless taken at a meeting at which at least three members from each state are present, and unless a majority of the members from each state present at such meeting shall vote in favor thereof. Each state reserves the right hereafter to provide by law for the exercise of the veto power by the governor thereof over any action of any commissioner appointed there from.

Until otherwise determined by the action of the legislature of the two states, the Bi-State agency shall not incur any obligations for salaries, office or other administrative expenses, prior to the making of appropriations adequate to meet the same.

The Bi-State agency is hereby authorized to make suitable rules and regulations not inconsistent with the constitution or laws of the United States or of either state, or of any political subdivision thereof, and subject to the exercise of the power of congress, for the improvement of the district, which when concurred in or authorized by the legislatures of both states, shall be binding and effective upon all persons and corporations affected thereby.

The two states shall provide penalties for violations of any order, rule or regulation of the Bi-State agency, and for the manner of enforcing same.

ARTICLE VI

The Bi-State agency is authorized and directed to proceed with the development of the district in accordance with the articles of this compact as rapidly as may be economically practicable and is vested with all necessary and appropriate powers not inconsistent with the constitution or the laws of the United States or of either state, to effectuate the same, except the power to levy taxes or assessments.

It shall render such advice, suggestion and assistance to all municipal officials as will permit all local and municipal improvements, so far as practicable, to fit in with the plan.
ARTICLE VII

In witness thereof, we have hereunto set our hands and seals under authority vested in us by law.

(Signed) In the presence of:  (Signed)

RSMo Section 70.370; 45 ILCS 100/1
Ratified by Congress, 64 Stat. 568 (January 3, 1950)

Section 10.010.2 Compact Amendment: Additional Power

Additional powers of Bi-State agency.--

In further effectuation of that certain compact between the states of Missouri and Illinois heretofore made and entered into on September 20, 1949, the Bi-State Development Agency created by and under the aforesaid compact, is authorized to exercise the following powers in addition to those heretofore expressly authorized by the aforesaid compact:

1. To acquire by gift, purchase or lease, sell or otherwise dispose of, and to plan, construct, operate and maintain, or lease to others for operation and maintenance, airports, wharves, docks, harbors, and industrial parks adjacent to and necessary and convenient thereto, bridges, tunnels, warehouses, grain elevators, commodity and other storage facilities, sewage disposal plants, passenger transportation facilities, and air, water, rail, motor vehicle and other terminal or parking facilities;

2. To acquire by gift, purchase or lease; to plan, construct, operate, maintain, or lease to or contract with others for operation and maintenance; or lease, sell or otherwise dispose of to any person, firm or corporation, subject to such mortgage, pledge or other security arrangements that the Bi-State Development Agency may require, facilities for the receiving, transferring, sorting, processing, treatment, storage, recovery and disposal of refuse or waste, and facilities for the production, conversion, recovery, storage, use, or use and sale of refuse or waste derived resources, fuel or energy and industrial parks adjacent to and necessary and convenient thereto;

3. To contract with municipalities or other political subdivisions for the services or use of any facility owned or operated by the Bi-State agency, or owned or operated by any such municipality or other political subdivision;

4. To borrow money for any of the authorized purposes of the Bi-State Development Agency and to issue the negotiable notes, bonds or other instruments in writing of the Bi-State Development Agency in evidence of the sum or sums to be borrowed;
5. To issue negotiable refunding notes, bonds or other instruments in writing for the purpose of refunding, extending or unifying the whole or any part of its valid indebtedness from time to time outstanding, whether evidenced by notes, bonds or other instruments in writing;

6. To provide that all negotiable notes, bonds or other instruments in writing issued either pursuant to subdivision (4) or pursuant to subdivision (5) hereof shall be payable, both as to principal and interest, out of the revenues collected for the use of any facility or combination of facilities owned or operated or owned and operated by the Bi-State Development Agency, or out of any other resources of the Bi-State Development Agency, and may be further secured by a mortgage or deed of trust upon any property owned by the Bi-State Development Agency. All notes, bonds or other instruments in writing issued by the Bi-State Development Agency as herein provided shall mature in not to exceed thirty years from the date thereof, shall bear interest at a rate not exceeding fourteen percent per annum, and shall be sold for not less than ninety-five percent of the par value thereof. The Bi-State Development Agency shall have the power to prescribe the details of such notes, bonds or other instruments in writing, and of the issuance and sale thereof, and shall have power to enter into covenants with the holders of such notes, bonds or other instruments in writing, not inconsistent with the powers herein granted to the Bi-State Development Agency, without further legislative authority;

7. To condemn any and all rights or property, of any kind or character, necessary for the purposes of the Bi-State Development Agency, subject, however, to the provisions of the aforesaid compact; provided, however, that no rights or property of any kind or character, now or hereafter owned, leased, controlled, operated or used, in whole or in part, by any common carrier engaged in interstate commerce or by any grain elevator, shall be taken or appropriated by the Bi-State Development Agency without first obtaining the written consent and approval of such common carrier or of the owner or operator of such grain elevator. If the property to be condemned be situated in the state of Illinois, the said agency shall follow the procedure of the act of the state of Illinois providing for the exercise of the right of eminent domain, and if the property to be condemned be situated in the state of Missouri, the said agency shall follow the procedure provided by the laws of the state of Missouri for the appropriation of land or other property taken for telegraph, telephone or railroad rights-of-way;

8. To contract and to be contracted with, and to sue and to be sued in contract;

9. To issue bonds for industrial, manufacturing or commercial facilities located within the Bi-State metropolitan district upon the security of the revenue to be derived from such facilities; and, or upon any property held or to be held by it.

RSMo Section 70.373; 45 ILCS 110/1
Ratified by Congress January 7, 1959; further amended and ratified by Congress
January 3, 1985
Section 10.010.3  Compact Amendment: Safety and Order

Power to employ persons to enforce rules--power of personnel, jurisdiction--issuance of citation--procedure upon arrest--training--agency may adopt rules--violation of rules, penalty.—

1. The Bi-State Development Agency shall have the power to employ or appoint personnel to maintain safety and order and to enforce the rules and regulations of the agency upon the public mass transportation system, passenger transportation facilities, conveyances, and other property that the agency may own, lease, or operate, except Bi-State may only employ peace officers through contracts with law enforcement agencies within the Bi-State service area. The board of commissioners of the Bi-State Development Agency shall determine the qualifications and duties of such personnel, subject to the limitations set forth in this section.

2. All persons designated under subsection 1 of this section by the Bi-State Development Agency to serve as personnel shall have the power to give warnings or to issue citations for violations of the rules and regulations of the agency and for any violation of section 70.441* (or a similar section under Illinois law) to request identification from those violators, and to remove those violators from the passenger transportation facilities or other property owned, leased or operated by the agency. All contracted personnel who are certified as peace officers shall also have the power to detain and to make arrests for the purpose of enforcing the rules and regulations of the agency and the provisions of section 70.441* (or a similar section under Illinois law). The personnel designated by the Bi-State Development Agency under subsection 1 of this section are authorized to use only the equipment that is issued by the agency, and only while in the performance of their duties or while in direct transit to or from a duty assignment on the passenger transportation facilities and conveyances owned, controlled, or operated by the agency. No personnel shall be issued any weapons, which can cause bodily harm.

3. The jurisdiction of the personnel designated by the Bi-State Development Agency under subsection 1 of this section shall be limited to passenger transportation facilities and conveyances (including bus stops) owned, controlled, or operated by the agency, but this restriction shall not limit the power of such persons to make arrests throughout the area in which the agency operates any public mass transportation system for violations committed upon or against those facilities from within or outside those facilities while such personnel are in hot or close pursuit of the violator. Nothing contained in this section shall either:

(1) Relieve either signatory state or any political subdivision or agency of those states from its duty to provide police, fire, and other public safety service and protection; or

(2) Limit, restrict or interfere with the jurisdiction of or the performance of duties of existing police, fire, and other public safety agencies.

4. A citation issued by personnel designated under subsection 1 of this section shall be considered a release on the personal recognizance of the violator, provided that the citation shall contain a time and date for the appearance of the violator in circuit court to contest or admit the charges. Any violator failing to appear in circuit court when required to do so shall be subject to arrest upon order of
the court. The circuit court may establish a schedule for the amount of fines for violations of section 70.441 (or a similar section under Illinois law). The court shall allow for the payment of the fine and court costs by mail instead of a court appearance for a violation in which the only penalty authorized by this section or section 70.441 is a fine.

5. Those designated as personnel under subsection 1 of this section shall, upon the apprehension or arrest of any person, either issue a summons or citation against the person or deliver the person to the duly constituted police or judicial officer of the signatory state or political subdivision where the arrest is made, for disposition as required by law.

6. The Bi-State Development Agency shall provide for the training of personnel designated under subsection 1 of this section by the agency, and for this purpose the agency may enter into contracts or agreements for security training. The training requirements for personnel of the agency that are given the power of arrest shall be as provided by state law and by regulation of the state agency or official designated by the state to establish those regulations.

7. The Bi-State Development Agency shall have the power to enter into agreements with the signatory states, their political subdivisions, the public safety agencies located in those states, and agencies of the federal government for mutual assistance and for the delineation of the functions and responsibilities between those designated as personnel under subsection 1 of this section and the duly constituted police, fire and other public safety agencies.

8. The Bi-State Development Agency shall have the power to adopt rules and regulations for the proper operation of its passenger transportation facilities and conveyances and for the proper conduct by all persons making use of its facilities and conveyances, including its parking lots and all property used by the public. Notwithstanding the provisions of article V of the compact creating the Bi-State Development Agency, any rules and regulations adopted under this subsection need not be concurred in or specifically authorized by the legislatures of either state. In the event that any such rules and regulations of the Bi-State Development Agency contravene the laws, rules or regulations of a signatory state or its agency, the laws, rules and regulations of the signatory state or its agency shall apply, and the conflicting portions of the rules or regulations of the Bi-State Development Agency shall be void within the jurisdiction of that signatory state. In the event that any rules or regulations of the Bi-State Development Agency contravene the ordinances of any political subdivisions of the signatory states, the conflicting ordinances shall be void or upon all agency passenger transportation facilities and conveyances. The rules and regulations of the Bi-State Development Agency shall be uniform whenever possible throughout the area in which any passenger transportation facility or conveyance of the agency is located. The rules and regulations, and the amounts of fines for their violation adopted by the Bi-State Development Agency shall be adopted by the agency’s board of commissioners in accordance with all standards of due process, including, but not limited to, the holding of public hearings and subsequent publication of the agency rules and regulations and the amounts of fines for their violation in a manner designed to make them readily available to the public.

9. Unless a greater penalty is provided by the laws of the signatory states, any violation of the rules and regulations of the agency shall constitute an infraction for which the authorized

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211 North Broadway, Suite 700
St. Louis, MO 63102-2759

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BiStateDev.org
punishment shall be a fine of not less than twenty-five dollars and not greater than two hundred fifty dollars, in addition to court costs.

10. The board of commissioners of the Bi-State Development agency shall establish the amount of fines for each violation of the rules and regulations of the agency within the limits of subsection 9 of this section.

11. Judges and clerks of the circuit courts having jurisdiction in the signatory states shall have the authority to impose, collect and enforce penalties for, and for failure to pay fines for, violations of the rules and regulations of the agency in the same manner as penalties are imposed, collected and enforced in the respective signatory states.

RSMo Section 70.378; 45 ILCS 110/5
Ratified by Congress January 3, 1996

Section 10.010.4 Implementing Statutes

[Note: The following statutes are essentially identical for Missouri and Illinois; differences between the two states’ statutes are indicated by bracketed language or ellipsis where non-substantive language was omitted.]

Commissioners; appointment

Within ninety days after this act becomes effective the governor shall, by and with the advice and consent of the Senate, appoint five commissioners of the Bi-State Development Agency created by compact between the states of Missouri and Illinois. If the Senate is not in session at the time for making any appointment, the Governor shall make a temporary appointment as in case of a vacancy. All commissioners so appointed shall be qualified voters of the State of [Missouri/Illinois] and shall reside within the Bi-State Development District established by the compact.

RSMo Section 70.380; 45 ILCS 105/1

Term

Of the commissioners first appointed one shall be appointed to serve for a term of one year, one for two years, one for three years, one for four years and one for five years. At the expiration of the term of each commissioner and of each succeeding commissioner, the governor shall, by and with the advice and consent of the senate, appoint a successor who shall hold office for a term of five years if such successor is appointed to fill a commissioner position described in subsection 1 of this section. If a commissioner is appointed to fill the commissioner position described in subsection 2 of this section, then such commissioner shall hold office for a term of three years. Each commissioner shall hold office until his or her successor has been appointed and qualified.
RSMo Section 70.390;

Of the Commissioners first appointed one shall be appointed to serve for a term of one year, one for two years, one for three years, one for four years and one for five years from the third Monday in January following his appointment. At the expiration of the term of each commissioner and of each succeeding commissioner, the governor shall, by and with the advice and consent of the Senate, appoint a successor who shall hold office for a term of five years. Each commissioner shall hold office until his successor has been appointed and qualified. One Commissioner shall be designated as chairman of the Illinois delegation.

45 ILCS 105/2

Vacancies

Vacancies occurring in the office of any commissioner shall be filled by appointment by the Governor, by and with the advice and consent of the Senate, for the unexpired term. In any case of vacancy, while the Senate is not in session, the Governor shall make a temporary appointment until the next meeting of the Senate, when he shall nominate some person to fill such office.

RSMo Section 70.400; 45 ILCS 105/3

Compensation

The commissioners shall serve without compensation but shall be entitled to be reimbursed for the necessary expenses incurred in the performance of their duties.

RSMo Section 70.410; 45 ILCS 105/4

Powers and duties

The commissioners shall have the powers and duties and be subject to the limitations provided for in the compact entered into between the two States, and together with five commissioners from the State of [Missouri/Illinois] shall form the “Bi-State Development Agency”.

RSMo Section 70.420; 45 ILCS 105/5

Conference by communications equipment

Conference by communications equipment. The commissioners of the Bi-State Development Agency may participate in a committee or board meeting by conference telephone or other communication equipment if all persons attending the meeting, including the general public, can hear and communicate with the commissioners when appropriate. Participation in a committee or board meeting in this manner by a commissioner shall constitute presence in person
at the meeting. [The committee or board meetings referenced herein shall be considered public meetings subject to chapter 610, RSMo, and shall be reasonably accessible to the public.]

RSMo Section 70.421; 45 ILCS 105/9

Violations

(a) As used in this Section, the following terms have the following meanings:

1. “Agency” means the Bi-State Development Agency created by the Bi-State Development Compact Act.

2. “Conveyance” includes a bus, paratransit vehicle, light rail vehicle, rapid transit car or train, locomotive, or other vehicle used or held for use by the Agency as a means of transportation of passengers.

3. “Facilities” include all property and equipment, including, without limitation, rights of way and related trackage, rails, signals, power, fuel, communication and ventilation systems, power plants, stations, terminals, signage, storage yards, depots, repair and maintenance shops, yards, offices, parking lots, and other real estate or personal property used or held for or incidental to the operation, rehabilitation, or improvement of any public mass transportation system of the Agency.

4. “Person” means any individual, firm, co-partnership, corporation, association, or company.

5. “Sound production device” includes, but is not limited to, any radio receiver, phonograph, television receiver, musical instrument, tape recorder, cassette player, speaker device, and any sound amplifier.

(b) In interpreting or applying this Section, the following apply:

1. Any act otherwise prohibited by this Section is lawful if specifically authorized by agreement, permit, license, or other writing duly signed by an authorized officer of the Agency or if performed by an officer, employee, or designated agent of the Agency acting within the scope of his or her employment or agency.

2. Rules shall apply with equal force to any person assisting, aiding, or abetting another, including a minor, in any of the acts prohibited by the rules or assisting, aiding, or abetting another in the avoidance of any of the requirements of the rules.

3. The singular shall mean and include the plural; the masculine gender shall mean the feminine and the neuter genders; and vice versa.
(c) No person shall use or enter upon the conveyances of the Agency without payment of the fare or other lawful charges established by the Agency. Any person or any conveyance must have properly validated fare media in his or her possession. This ticket must be valid to or from the station the passenger is using and must have been used for entry for the trip when being taken.

(d) No person shall use any token, pass, badge, ticket, document, transfer, card, or fare media to gain entry to the facilities or conveyances of or make use of the services of the Agency, except as provided, authorized, or sold by the Agency and in accordance with any restriction on its use imposed by the Agency.

(e) No person shall enter upon parking lots designated by the Agency as requiring payment to enter, either by electronic gate or parking meters, where the cost of the parking fee is visibly displayed at each location, without payment of those fees or other lawful charges established by the Agency.

(f) Except for employees of the Agency acting within the scope of their employment, no person shall sell, provide, copy, reproduce, produce, or create any version of any token, pass, badge, ticket, document, transfer, card, or any other fare media or otherwise authorize access to or use of the facilities, conveyances, or services of the Agency without the written permission of an authorized representative of the Agency.

(g) No person shall put or attempt to put any paper, article, instrument, or item, other than a token, ticket, badge, coin, fare card, pass, transfer, other access authorization, or other fare media issued by the Agency and valid for the place, time, and manner in which used, into any fare box, pass reader, ticket vending machine, parking meter, parking gate, or other fare collection instrument, receptacle, device, machine, or location.

(h) Tokens, tickets, fare cards, badges, passes, transfers, or other fare media that have been forged, counterfeited, imitated, altered, or improperly transferred or that have been used in a manner inconsistent with this Section shall be confiscated.

(i) No person may perform any act that would interfere with the provision of transit service or obstruct the flow of traffic on facilities or conveyances or that would in any way interfere or tend to interfere with the safe and efficient operation of the facilities or conveyances of the Agency.

(j) All persons on or in any facility or conveyance of the Agency shall:

1. Comply with all lawful orders and directives of any Agency employee acting within the scope of his or her employment.

2. Obey any instructions on notices or signs duly posted on any Agency facility or conveyance.
3. Provide accurate, complete, and true information or documents requested by Agency personnel acting within the scope of their employment and otherwise in accordance with law.

(k) No person shall falsely represent himself or herself as an agent, employee, or representative of the Agency.

(l) No person on or in any facility or conveyance shall:

1. Litter, dump garbage, liquids, or other matter, or create a nuisance, hazard, or unsanitary condition (including, but not limited to, spitting or urinating, except in facilities provided).

2. Drink any alcoholic beverage or possess any opened or unsealed container of alcoholic beverage, except on premises duly licensed for the sale of alcoholic beverages, such as bars and restaurants.

3. Enter or remain in any facility or conveyance while his or her ability to function safely in the environment of the Agency transit system is impaired by the consumption of alcohol or by the taking of any drug.

4. Loiter or stay on any facility of the Agency.

5. Consume foods or liquids of any kind, except in those areas specifically authorized by the Agency.

6. Smoke or carry an open flame or lighted match, cigar, cigarette, pipe, or torch, except in those areas or locations specifically authorized by the Agency.

7. Throw or cause to be propelled any stone, projectile, or other article at, from, upon, or in a facility or conveyance.

(m) No weapon or other instrument intended for use as a weapon may be carried in or on any facility or conveyance, except for law enforcement personnel. For these purposes, a “weapon” includes, but not limited to, a firearm, switchblade knife, sword, any instrument of any kind known as a blackjack, billy club, or club, sandbag, metal knuckles, leather bands studded with metal, wood impregnated with metal filings or razor blades, except that this subsection shall not apply to a rifle or shotgun that is unloaded and carried in any enclosed case, box, or other container that completely conceals the item from view and identification as a weapon.

(n) No explosives, flammable liquids, acids, fireworks, or other highly combustible materials or radioactive materials may be carried on or in any facility or conveyance, except as authorized by the Agency.
(o) No person, except as specifically authorized by the Agency, shall enter or attempt to enter into any area not open to the public, including, but not limited to, motorman's cabs, conductor's cabs, bus operator's seat location, closed-off areas, mechanical or equipment rooms, concession stands, storage areas, interior rooms, tracks, roadbeds, tunnels, plants, shops, barns, train yards, garages, depots, or any area marked with a sign restricting access or indicating a dangerous environment.

(p) No person may ride on the roof, the platform between rapid transit cars, or on any other areas that are outside any rapid transit car or bus or other conveyance operated by the Agency.

(q) No person shall extend his or her hand, arm, leg, head, or other part of his or her person or extend any item, article, or other substance outside of the window or door of a moving rapid transit car, bus, or other conveyance operated by the Agency.

(r) No person shall enter or leave a rapid transit car, bus or other conveyance operated by the Agency except through the entrances and exits provided for that purpose.

(s) No animals may be taken on or into any conveyance or facility except the following:

1. An animal enclosed in a container, accompanied by the passenger, and carried in a manner that does not annoy other passengers.

2. Working dogs for law enforcement agencies, agency dogs on duty, dogs properly harnessed and accompanying blind or hearing impaired persons to aid those persons, or dogs accompanying trainers carrying a certificate of identification issued by a dog school.

(t) No vehicle shall be operated carelessly, negligently, or in disregard of the rights or safety of others or without due caution and circumspection or at a speed or in a manner as to be likely to endanger persons or property on facilities of the Agency. The speed limit on parking lots and access roads shall be posted as 15 miles per hour unless otherwise designated.

(u) Unless a greater penalty is otherwise provided by the laws of the State, any violation of this Section shall constitute a misdemeanor, and any person committing a violation of this Section shall be subject to arrest and, upon conviction in a court of competent jurisdiction, shall pay a fine in an amount not less than $25 and no greater than $250 per violation, in addition to court costs. Any default in the payment of a fine imposed under this Section without good cause shall result in imprisonment for not more than 30 days.

(v) Unless a greater penalty is provided by the laws of the State, any person convicted a second or subsequent time for the same offense under this Section shall be sentenced to pay a fine
of not less than $50 nor more than $500, in addition to court costs, or to undergo imprisonment for up to 60 days, or both a fine and imprisonment.

(w) Any person failing to pay the proper fare, fee, or other charge for use of the facilities and conveyances of the Agency shall be subject to payment of that charge as part of the judgment against the violator. All proceeds from judgments for unpaid fares or charges shall be directed to the appropriate Agency official.

(x) As used in this Section, the term "conviction" includes all pleas of guilty and findings of guilt.

(y) Stalled or disabled vehicles may be removed from the roadways of the Agency property by the Agency and parked or stored elsewhere at the risk and expense of the owner.

(z) Motor vehicles that are left unattended or abandoned on the property of the Agency for a period of over 72 hours may be removed as provided for in Article II of Chapter 4 of the Illinois Vehicle Code [625 ILCS 5/4-201 et seq.], except that the removal may be authorized by personnel designated by the Agency.

RSMo Section 70.441; 45 ILCS 110/6 (Missouri and Illinois Statutes slightly different)
ARTICLE I – DEFINITIONS

A. Definitions. For all purposes of these By laws, unless the context clearly requires otherwise, the following terms shall have the following meanings:

1. **Agency.** The term “Agency” or “Bi-State Development Agency” shall refer to the Bi-State Development Agency of the Missouri-Illinois Metropolitan District, a governmental unit formed by an interstate compact between the States of Missouri and Illinois.

   *RSMo Section 70.370, Art. II; 45 ILCS 100/1, Art. II*

2. **Board.** The term “Board” or “Board of Commissioners” shall refer to the Board of Commissioners of the Agency, the governing body of the Agency under the Compact.

   *RSMo Section 70.370, Art. IV; 45 ILCS 100/1, Art. IV*

3. **Chair.** The term “Chair” shall refer to the Chair of the Board of Commissioners elected pursuant to these, the Compact and the policies and procedures of the Agency.

   *RSMo Section 70.370, Art. V; 45 ILCS 100/1, Art. V*

4. **Commissioner.** The term “Commissioner” shall refer to a member of the Board of Commissioners of the Agency.

   *RSMo Section 70.370, Art. IV; 45 ILCS 100/1, Art. IV*

5. **Compact.** The term “Compact” shall refer to the interstate compact entered into between States of Missouri and Illinois pursuant to Section 70.370 of the Missouri Revised Statutes and 45 ILCS 100/1 of the Illinois Compiled Statutes, respectively, each as amended, and approved by the Congress of the United States under Public Law 743, Chapter 829, approved August 31, 1950, pursuant to Article I, Section 10, Clause 3 of the United States Constitution.
6. **District.** The term "District" shall refer to the Missouri – Illinois Metropolitan District established under the Compact.

*RSMo Section 70.370, Art. II; 45 ILCS 100/1, Art. II*

7. **President & Chief Executive Officer (President & CEO).** The term "President & CEO" shall refer to the President & CEO of the Agency.

**ARTICLE II – BOARD OF COMMISSIONERS**

The Board of Commissioners of the Agency shall consist of those persons qualified and appointed pursuant to the provisions of the Compact.

*RSMo Section 70.370, Art. IV; 45 ILCS 100/1, Art. IV*

**ARTICLE III – OFFICERS**

A. **Election of Officers.** At a regular or special meeting called for that purpose, the members of the Board shall, in June of each year, elect from among the members of the Board a Chair and a Vice-Chair, one of whom shall be a resident of Illinois and one a resident of Missouri; a Secretary and a Treasurer, one of whom shall be a resident of Illinois and one a resident of Missouri.

B. **Term of Office and Succession.** All officers shall hold office for a term of one year or until their successors are elected and qualified. No Commissioner shall be eligible to serve more than two successive terms in the same office. Upon the expiration of two successive full terms in the office of Chair, no Commissioner who has the state of residence of the Chair whose successive terms have expired shall be eligible for election as Chair.

C. **Vacancies.** Upon the vacancy of the office of Chair for any reason during a term of office, the Vice-Chair shall succeed to the office of Chair for the balance of the unexpired term, unless the Board determines to elect from among the members of the Board an officer to fill such vacancy. Upon the vacancy of any other office for any reason during the term of office, the members of the Board shall, at the next regular or at a special meeting called for that purpose, elect from among the members of the Board an officer or officers to fill any such vacancy in accordance with the provisions of these .

D. **Duties of Officers.**

1. **Chair.** The Chair shall preside at all meetings of the Board, shall have general supervision of the affairs of the Agency, and shall see that all orders and resolutions of the Board are carried into effect; subject, however, to the right of the Board to delegate any specific powers to any other officer or officers of
the Agency. The Chair shall execute all documents requiring the seal of the Agency.

2. **Vice Chair.** The Vice-Chair shall perform such duties as shall be assigned by the Board or by the Chair. In the absence or disability of the Chair, the Vice-Chair shall perform the duties and exercise the powers of the Chair with the same force and effect as if performed by the Chair, and shall be subject to all restrictions imposed upon the Chair.

3. **Secretary.** The Secretary shall record or cause to be recorded all votes and the minutes of all proceedings of the Board in a minute book to be kept for that purpose. The Secretary shall keep or cause to be kept in safe custody the seal of the Agency and, when authorized by the Chair or Vice-Chair, shall affix the seal to any instrument requiring the seal and, when so ordered, provide an attestation thereof, shall give, or cause to be given, a notice as required of all meetings of the Board and shall perform such other duties as may be prescribed from time to time by the Board.

4. **Treasurer.** The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books of the Agency to be maintained for such purpose, shall deposit or cause to be deposited all moneys and other valuable effects of the Agency in the name and to the credit of the Agency in depositories designated by the Board or in accordance with its policies, and shall disburse or cause to be disbursed the funds of the Agency as may be ordered by the Board.

5. **Other Officers.** The Board may appoint such other officers and agents, as it shall deem expedient, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

RSMo Section 70.370, Art. V; 45 ILCS 100/1, Art. V

E. **Delegation of Power.** In case of absence of any officer of the Agency or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any other officer or to any Commissioner for the time being.

F. **Removal.** Any officer elected or appointed by the Board may be removed at any time with or without cause by the Board.

G. **Compensation.** The members of the Board shall receive no salary. However, nothing contained herein shall be construed to preclude any Commissioner or officer from receiving expenses, if any, while in the exercise of Agency duties or in the performance of business of the Agency.
H. **Bonds.** The Board may require any and all of the officers or employees to give bond to the Agency with sufficient surety or sureties, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board.

I. **Area Representation.** The Chair shall annually appoint with the advice and consent of the Board, at least one Commissioner to represent the City of St. Louis and each of the counties in the District. Commissioners will be appointed to only one such political subdivision. It is the representative’s function to make this representation known to the chief executive officer and officials or appointees of that subdivision concerned with Agency matters so that each political area has access to the Board on matters that deserve Board attention.

J. **Staff.** The Board members will appoint the following positions that will report to the Board.

1. **President & CEO.** There shall be appointed a President & CEO of the Agency pursuant to the provisions of the Compact, these, Board Policy and other applicable law. The President & CEO shall be the chief executive officer of the Agency. The President & CEO shall have direct charge of, and be directly responsible to the Board of Commissioners for the operation of the Agency. The President & CEO shall, so far as his or her duties may permit, attend all meetings of the Board of Commissioners and of the Executive Committee. The President & CEO shall report as needed upon the progress, condition and needs of the Agency at each regular meeting of the Board of Commissioners, and recommend such measures as in his or her judgment will promote the Agency’s interests. The President & CEO of the Agency shall be responsible to the Board of Commissioners for the various facilities of the Agency, procurement of staff; the establishment and maintenance of separate programs and services within the Agency; the relationships and coordination of activities; and the planning, development and carrying out of Agency projects. The President & CEO will provide staff assistance as necessary to assist any member of the Board in carrying out the responsibilities of the Board and of any Board office.

2. **General Counsel (revised 6/27/08).** The General Counsel shall be the chief legal officer of the Agency; shall be selected by the President & CEO, shall be selected in accordance with all applicable laws and regulations, and shall have such duties and responsibilities as may be designated by Board Policy or assigned by the President & CEO.
3. **Deputy Secretary.** There shall be appointed by the Board of Commissioners a Deputy Secretary of the Agency, who shall serve at the pleasure of the Board of Commissioners. The Deputy Secretary shall transcribe all of the proceedings of all meetings of the Board and its Committees; keep a journal of all proceedings of the Board in which journal the votes of ayes and nays of the Board shall be entered with any reasons for voting or objection to the action of the Board, if requested by any member of the Board; attest all contracts and papers and minutes of the Board and shall affix the Agency seal thereto when ordered to do so by the Board; keep and preserve in the manner prescribed by the Board all records, books, papers, and files belonging to the minutes of each meeting of the Board and prepare under the direction of the Board all reports, estimates, and etc., required by law and by the Board and generally do all things belonging to the office of Secretary of the Board that may be required by the Board. The records, books, papers, and files of the Agency maintained by the Deputy Secretary shall be available as provided by applicable law and Board Policy. The Board may appoint one or more Assistant Secretaries with the authority and duties of the Deputy Secretary in the absence or inability to act as the Deputy Secretary.

4. **Internal Auditor.** The Internal Auditor shall be appointed by the Board of Commissioners; and shall be the Chief Auditing Officer of the Agency, and serve at the pleasure of the Board of Commissioners.

**K. Attendance.** Members of the Board will make every effort to attend all board meetings, and meetings of committees to which members are assigned. If a Board member has three (3) absences from Board meetings in any fiscal year of the Agency, without such absences being excused by the Board at the request of the member, the Board may direct the Chair to petition the appropriate Governor to replace the Board member in question.

**ARTICLE IV – COMMITTEES OF THE BOARD (revised 8/26/10, 11/18/11)**

A. **Executive Committee.** There shall be an Executive Committee of the Board, which shall have the duties and powers enumerated herein and such other duties, and powers as may be prescribed by the Compact or other Board Policy. The Executive Committee shall be composed of the officers of the Board. The Executive Committee shall perform the following general functions and such other matters as may be referred to the Executive Committee from time to time:

1. Assist the Chair in reviewing all major policy issues and public policies affecting the strategic direction of the Agency

2. Assist the Chair in ensuring that the Agency’s continuing direction is consistent with its stated mission and goals
3. Review management recommendations regarding human resource issues and collective bargaining agreements

4. Review and recommend action on matters requiring Commission approval

B. Other Committees (revised 8/26/10 and 11/18/11). Unless otherwise provided by Board Policy, applicable law, or agreements providing the establishment of committees, the Board Chairman shall, subject to such conditions as may be prescribed by the Board, appoint Board Commissioners to serve as members of standing committees of the Board. All standing committee members shall be appointed for a term of two years beginning in June of alternate years, or until their successors are appointed. Unless otherwise provided by Board Policy, or applicable law or agreement, the Board Chairman shall designate one Commissioner to serve as the chairman of each committee.

In appointing both committee members and committee chairmen, the Board Chairman shall ensure that both Missouri and Illinois Commissioners are fairly represented. Each committee shall be comprised of three or more Commissioners, and shall be supported by Agency staff members whose positions in the Agency are appropriate to the purposes and responsibilities of that committee. Should a Commissioner vacate a committee position for any reason during his/her appointed term, or should the Board create a new committee, the Board Chairman shall appoint another Commissioner or Commissioners to fill such vacancy, or new committee positions, as soon as practicable.

Standing committees shall include a Nominating Committee, an Audit Committee, a Finance & Administration Committee, a Planning Committee, an Operations Committee, and a Business Services & Economic Development Committee. In addition, the Board may, by motion or resolution, appoint other standing or temporary committees as it deems necessary and assign them such duties and powers as may be required to fulfill their purpose.

**ARTICLE V – MEETINGS OF THE BOARD** (revised 8/26/10)

A. Regular Board Meetings (revised 8/26/10). The regular meetings of the Board shall be held according to a schedule proposed by the Board Chairman and approved by the Board. The time of the meetings shall be 9:00 A.M. unless stated otherwise in the meeting notice.

B. Committee Meetings (revised 8/26/10). Committees shall meet as determined by the committee chairman or by the Board for the conduct of its business. Committees may recommend matters for action to the full Board, but such a recommendation is not required for the Board to act on a matter. A quorum of committee members is not required for a committee to meet or to make recommendations to the Board. Two or more Board committees may meet jointly when it is expedient to mutually discuss and recommend action on a particular matter. Unless otherwise prohibited by Board Policy, or applicable law or agreement, any Board member may attend any committee meeting and may vote on matters presented for that committee's consideration regardless of whether he/she is a member of that committee.
Each committee will be assisted by Agency employees designated by the President/CEO for the purpose of providing staff support to that committee. Pursuant to the statutory requirements governing public meetings, each committee shall provide advance public notice of the date, time and place of its upcoming meeting, and shall keep minutes of all of its proceedings. Minutes are to include the date, time and place of the meeting, the members present and absent, matters discussed by the committee, and the votes attributed to each member of the committee who is eligible to vote. All minutes shall be kept in the offices of the Agency, and the proceedings of each committee meeting shall be reported to the full Board at the Board’s next regularly-scheduled or special meeting.

C. **Special Meetings.** Special meetings of the Board or Committees of the Board may be called at any time by the Board Chair or by two Commissioners; to be held at the principal office of the Agency or at such other place as may be designated in the notice and call of the meeting.

D. **Place.** All meetings of the Board or a Committee of the Board shall be held in the principal office of the Agency or at such other place as shall be determined from time to time by the Board, and the place at which said meeting shall be held shall be stated in the notice and call of the meeting.

E. **Notice.**

1. **When and How Notice is Given.** Written or printed notice of each meeting of the Board or a Committee of the Board, stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered or given not less than five days before the date of the meeting, either personally or by mail to all Board members. The notice shall be accompanied by any material which is to be considered in connection with any action proposed to be acted upon at the meeting; provided, however, that nothing contained herein shall preclude a Commissioner from requesting consideration of any matter at any meeting of the Board.

2. **Notice May be Given in Writing.** Whenever the provisions of these policies require notice to be given to any Commissioner, they shall not be construed to mean personal notice; such notices may be given in writing or by mailing by first class mail, postage prepaid, addressed to such Commissioner at the address of such Commissioner as the same appears in the books of the Agency, and the time when the same shall be mailed will be deemed to be the time of the giving of such notice.

3. **Waiver of Notice.** A waiver of any notice in writing signed by a Commissioner, whether before or after the time stated in the said waiver for holding a meeting, shall be deemed equivalent to a notice required to be given to any Commissioner.
F. **Quorum for Board Meetings.** A quorum at any regular or special meeting of the Board shall consist of three Commissioners from the State of Illinois and three Commissioners from the State of Missouri. If a quorum is not present at a properly called meeting, the meeting may be adjourned by those present from time to time until a quorum is present and a notice of such adjourned meeting shall be sent to all Commissioners which notice shall contain the time and place of such adjourned meeting.

*RSMo Section 70.370, Art. V; 45 ILCS 100/1, Art. V*

G. **Telephone Participation.** Any member or members of the Board or of any Committee designated by the Board or by the Chair may participate in a meeting of the Commissioners or any Committee of the Board by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other, and with the recording of that meeting becoming a part of the official Agency records. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the member or members so participating. Telephone participation by Commissioners shall only be permitted when in the judgment of the Chair, the Acting Chair, or the President & CEO such participation is necessary to the conduct of Agency business.

*RSMo Section 70.421; 45 ILCS 105/9*

H. **Meeting Conduct.**

1. **Roberts Rules of Order.** The Chair will conduct board meetings under informal Roberts Rules of Order. Issues may be discussed by the Board as a committee of the whole. In order to ensure order, the Chair (or a majority motion) may, for an individual meeting, require strict adherence to Roberts Rules of Order, current U.S. edition.

2. **Authorized Speakers.** Persons authorized to speak at the board meetings are the Commissioners and President & CEO. Other Agency staff or agents may be called upon to participate in meetings at the sole discretion of the Board. Persons wishing to address the Commissioners may do so only upon an advance request (preferably in time for the public notice agenda) provided that the matter is appropriate, is delivered in an orderly and brief manner, and does not interfere with the Board’s timely conduct of business as determined by the Chair.

**ARTICLE VI – BOARD POLICIES**
A. Any action by the Board of Commissioners establishing policy, administrative, business, or otherwise, shall be known as “Board Policies”.

B. Board Policies may be adopted by the Board, or may be amended or repealed, in whole or in part, at any meeting of the Board.

C. All Policies falling within the definition of Board Policies as herein defined, and in existence upon the date of the adoption of these, shall be a part of the Board Policies.

D. Unless otherwise designated by the Chair, all Board Policies shall be tabled for a period of one month and shall become effective upon adoption by the Board.

E. The Secretary of the Board of Commissioners shall keep all such Policies on file in his or her office, and may publish such Policies from time to time.

RSMo Section 70.370, Art. V; 45 ILCS 100/1, Art. V

ARTICLE VII – FINANCIAL MATTERS

A. Books and Accounts. The books, accounts, and records of the Agency, except as may otherwise be required by applicable law, may be kept at such place or places as the Board of Commissioners may from time to time designate. All books, accounts, records and documents of the Agency shall be open to inspection of the Commissioners at all times.

B. Funds. All monies coming into the possession of the Agency shall be deposited in the name of the Agency in such bank or banks or trust companies or credit unions or savings and loans or other depository institutions as the Board shall designate and shall be drawn out by check, or electronic funds transfer, by persons designated by resolution of the Board.

C. Audit. The books and accounts of the Agency shall be audited annually by a certified public accountant or firm of certified public accountants designated by the Board.

D. Fiscal Year. The fiscal year of the Agency shall date from July 1 of one year to June 30 of the next year unless otherwise provided by the Board.

RSMo Section 70.370, Art. III; 45 ILCS 100/1, Art. III

ARTICLE VIII – EMERGENCY ACTION/RESPONSE

A. The Chair, or President & CEO, is authorized to undertake whatever action is deemed necessary or appropriate to respond to, to deal with, or to manage the Agency, in an “emergency.” Such action need not comply with any applicable requirement of Agency, policies and procedures, which shall be deemed to be waived during any emergency.

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B. For purposes of this provision, an "emergency" shall be deemed to include:

1. the occurrence of a catastrophic event, such as war, nuclear incident, or other national or local calamity;
2. situations posing immediate threat to public health or safety;
3. situations posing immediate threat to Agency personnel or property; and
4. such extraordinary circumstances that failing to take action will be detrimental to the activities of the Agency.

C. As soon as practicable after the taking of any such action in an emergency, the Chair shall report such action to the Board and such action will be considered by the Board at its next regular meeting.

D. This provision is not intended to supersede or repeal any emergency provision included in any specific Agency bylaw, policy or procedure.

ARTICLE IX - INDEMNIFICATION

A. The Agency shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Agency), by reason of the fact that such person is or was a Commissioner, officer or employee of the Agency, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Agency, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Agency, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

B. The Agency shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by the Agency to procure a judgment in its favor by reason of the fact that such person is or was a Commissioner, officer or employee of the Agency, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonable incurred by such person in connection with the defense or settlement of the action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Agency; except that no
indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Agency unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

C. To the extent that a Commissioner, officer or employee of the Agency has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in such paragraphs A and B, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection with the action, suit or proceeding.

D. Any indemnification under such paragraphs A and B hereinabove, unless ordered by a court, shall be made by the Agency only as authorized in the specific case upon a determination that indemnification of the Commissioner, officer or employee is proper in the circumstances because such person has met the applicable standard of conduct set forth in this provision. The determination shall be made by the Board, by those Commissioners who were not parties to the action, suit, or proceeding.

E. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Agency in advance of the final disposition of the action, suit, or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the Commissioner, officer or employee to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Agency as authorized in this provision.

F. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other bylaw or any agreement, vote of disinterested Commissioners or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to such person who has ceased to be a Commissioner, officer or employee and shall inure to the benefit of the heirs, executors and administrators of such person.

G. The Agency shall provide any further indemnity, in addition to the indemnity authorized or contemplated under other paragraphs hereof, including subparagraph F, to any person who is or was a Commissioner, officer or employee; and provided further that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. The determination as to whether to increase the limits of said indemnification in any case shall be in the sole judgment and discretion of the Board and in no event shall the Board be required to increase such indemnification.

H. The Agency may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil,
criminal, administrative or investigative (other than an action by the Agency, by reason of the fact that such person is or was an independent contractor of the Agency), against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Agency, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Agency, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person’s conduct was unlawful.

I. The Agency may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by of the Agency to procure a judgment in its favor by reason of the fact that such person is or was an independent contractor of the Agency, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by such person in connection with the defense or settlement of the action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Agency; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person’s duty to the Agency unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

J. To the extent that an independent contractor of the Agency has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in paragraph H, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonable incurred by such person in connection with the action, suit or proceeding.

K. Any indemnification under paragraph H herein above, unless ordered by a court, shall be made by the Agency only as authorized in the specific case upon a determination that indemnification of the independent contractor is proper in the circumstances because such person has met the applicable standard of conduct set forth in this provision. The determination shall be made by the Board, by those Commissioners who were not parties to the action, suit, or proceeding.

L. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Agency in advance of the final disposition of the action, suit, or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of an
independent contractor to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Agency as authorized in this provision.

M. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other bylaw or any agreement, vote of disinterested Commissioners or otherwise, both as to action in such persons' official capacity and as to action in another capacity while holding such office, and shall continue as to such person who has ceased to be an independent contractor and shall inure to the benefit of the heirs, executors and administrators of such person.

N. The Agency shall provide any further indemnity, in addition to the indemnity authorized or contemplated under other paragraphs hereof, including subparagraph M, to any person who is or was an independent contractor; and provided further that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct. The determination as to whether to increase the limits of said indemnification in any case shall be in the sole judgment and discretion of the Board and in no event shall the Board be required to increase such indemnification.

ARTICLE X - SEAL

The seal of the Agency shall consist of two concentric circles, between which shall be the name of the Agency with the year established, and the State names of Missouri and Illinois and in the center shall be shown the area comprising the Bi-State Metropolitan Development District.

ARTICLE XI - AMENDMENTS

Alterations, amendments, or repeals of these Bylaws may be made by a majority of the Commissioners from Illinois and a majority of the Commissioners from Missouri at any regular or special meeting, if the notice of such meeting contains a statement of the proposed alteration, amendment or repeal.

CERTIFICATION

I, ______________________, Secretary of the Board of Commissioners of the Bi-State Development Agency, do hereby certify that the above is a true and correct copy as adopted by the Board of Commissioners on a quorum present and voting in favor thereof.

________________________
Name
Secretary
Section 10.030  Controlling Law

Bi-State Development Agency (the “Agency”) is an interstate compact entity created pursuant to Article I, Section 10, Clause 3 of the United States Constitution and the interstate compact entered into between the States of Missouri and Illinois pursuant to Section 70.370 of the Revised Statutes of Missouri and 45 ILCS 100/1 of the Illinois Compiled Statutes, respectively, each as amended, and ratified by the Congress of the United States (the “Agency Compact”). As an interstate compact entity, the Agency is not governed by the provisions of state law but by the provisions of the Agency Compact.

Section 10.040  Standing Committees (revised 5/22/09, 8/26/10; 3/25/11, 11/18/11)

A. Executive Committee (revised 8/26/10) The Executive Committee shall be composed of the officers of the Board, and shall perform its functions pursuant to the provisions of the Board Bylaws.

B. Committee Formation and Appointment of Members (revised 8/26/10) The Committees of the Board shall consist of those established pursuant to the Board Bylaws, and the appointment of members to the committees is governed by the provisions of the Bylaws. In addition to the regular assigned committee staff, a committee may request that any officer or employee of the Agency, the Agency’s outside counsel, its independent auditors or actuaries, or other outside consultants attend a particular committee meeting or meetings for the purpose of providing information or advice.

C. Standing Committees (Revised 8/26/10, 03/25/11 and 11/18/11)

1. NOMINATING COMMITTEE. The purpose of this Committee is to recommend a slate of officers to serve for the following year, which slate shall be presented to the Board for approval in June of each year. The Chairman of the Board shall appoint the members of the Nominating Committee, which shall be comprised of two Missouri Commissioners and to Illinois Commissioners.

2. AUDIT COMMITTEE (Revised 03/25/11, 11/18/11). The purpose of this Committee is to assist the Board in the oversight of the Agency’s management and operations, including the integrity of its financial statements, the appointment and performance of its internal and external auditors and its compliance with all legal and regulatory requirements. It shall have the authority, to the extent it deems necessary, to conduct investigations and to retain independent consultants in connection with its responsibilities.
Specific responsibilities include, but are not limited to the following:

- To review the Agency’s major financial risk exposures and the adequacy of the Agency’s risk management assessment and control policies.
- To directly oversee the planning, staffing and work of any independent auditors retained to perform the annual financial audit of the Agency and issue an audit report, or to perform other audits, reviews or attests services.
- To appoint and directly oversee the work of the Director of Internal Audit and the Internal Audit Department staff, including reviewing all significant reports prepared by the internal auditing department, reviewing the internal audit plan for each upcoming year, and annually evaluating the performance of the Director of Internal Audit.

OTHER RELEVANT BOARD POLICY SECTIONS

SECTION 10.020 BOARD BY-LAWS
SECTION 30.010 ANNUAL AUDIT
SECTION 30.020 INTERNAL AUDIT

3. **FINANCE & ADMINISTRATION COMMITTEE** (revised 11/18/11). The purpose of this Committee is to assist the Board in overseeing the Agency’s financial management, including the development of its capital and operating budgets, its cash management policies and procedures, and its policies and procedure for investments and the issuance of debt; implementing its pension, health and welfare benefits; and providing input and advocacy for the implementation of the Agency’s legislative, regulatory and public relations plans. Specific responsibilities include, but are not limited to the following:

- To periodically review the Agency’s financial status, its fiscal policies and procedures, its guidelines for issuing debt, and the investment of its cash reserves, and report any significant findings to the Board.
- To review the Agency’s operating and capital budgets, its investment profile and performance, the Registration Statements filed with the SEC, and the Agency’s business plan.
- To review and discuss the Agency’s quarterly financial statements with Agency management and the Agency’s internal auditor.
- To provide overall guidance with respect to the establishment, maintenance and administration of the Agency’s pension, health and welfare benefits.
- Ensure that all pension and health plans are administered in accordance with statutory and regulatory requirements, and in a uniform and non-discriminatory manner.
- To review all proposed changes or amendments to the Agency’s pension or health plans, and make recommendations to the Board regarding further Board actions that may be required.
• To ensure that each of the Agency’s four Pension Plans is being funded in accord with actuarial recommendations, and that the investment of funds for each Plan is based on independent advice from qualified outside professionals and is within the parameters of the Plan’s investment policy.

• To monitor legislative, regulatory and public relations issues facing the Agency and to advise and make recommendations regarding the Agency’s plans in these areas.

4. **PLANNING COMMITTEE** (revised 11/18/11). The purpose of this Committee is to assist the appropriate Agency staff with the implementation and periodic updating of the Agency’s Long-Range Transit Plan, and to provide general advice on overall long-range and strategic planning for the Agency.

5. **OPERATIONS COMMITTEE** (revised 11/18/11). The purpose of this Committee is to provide operational and program oversight of all current and proposed operations plans to ensure that such plans accord with the strategic direction set for the Agency by the Board. The Committee will:

• Regularly review guidelines for the execution of the transit service, including system performance, geographical coverage, levels of service, and consumer interfaces.

• Monitor system safety issues and system performance in conformance with regulatory requirements under programs such as Title VI and ADA.

• Review management’s recommendations concerning development opportunities created by the Agency’s expansions of service and investments in infrastructure, and review activities supporting the implementation of the Moving Transit Forward Plan including regular updates of same.

• Make regular reports of its findings and/or recommendations to the full Board of Commissioners.

6. **BUSINESS SERVICES & ECONOMIC DEVELOPMENT COMMITTEE** (revised 11/18/11). The purpose of this Committee is to oversee the operations of the Arch, Arch Parking Garage, St. Louis Downtown Airport, riverboats and any other of the Agency’s non-transit related business entities; to advise the Agency on its goal of increasing community awareness of and support for public transit; and to identify and foster partnerships with regional civic and business entities in order to enhance economic development. Economic development should be focused on the Agency fostering a regional foundation for private investment and job creation, and approaching such with an emphasis on the Agency’s return on project investment.

**Section 10.040 Ad Hoc Committees**
A. **Membership.** The Chair will appoint membership of Ad Hoc Committees and they will contain the appropriate number and mix of Commissioners to accomplish the tasks of the committee. Ad Hoc Committees can be a committee of the whole.

B. **Purpose.** Ad Hoc Committees shall consider such issues as appropriate for that particular committee. Examples of Ad Hoc committees include, but are not limited to; Executive Search Committee, General Counsel Selection Committee, and Interim Management Committee.

C. **St. Clair MetroLink Policy and Management Oversight Committee**

1. **Membership.** The St. Clair MetroLink Policy and Management Oversight Committee is established by a Memorandum of Agreement between the Agency and the St. Clair County Transit District (the “St. Clair MetroLink Memorandum of Agreement”) and shall be composed of seven (7) members of which three (3) shall be appointed by the Chair, three (3) shall be appointed by the St. Clair County Transit District, and one (1) shall be appointed by the St. Clair County Board, and shall have additional ex-officio members from IDOT and FTA.

2. **Purpose.** The MetroLink Policy and Management Oversight Committee shall perform the following general functions and such other matters as may be provided in the St. Clair MetroLink Memorandum of Agreement or referred to the Committee from time to time with respect to the St. Clair MetroLink Extension Project:

   a. Consider and recommend approval of the Project Management Plan, overall project policy, and significant deviations from approved budgets, indirect cost allocation

   b. Conduct overall Project oversight

   c. Review the monthly Project cost and schedule reports

   d. Assure compliance with Board policy and the Project Management Plan

   e. Review and recommend action on Project matters requiring Commission approval
Section 10.060  Board and Committee Meetings

A.  Compact and Bylaws to Control. The conduct of regular and special meetings of the Board of Commissioners and committees thereof, including the provision of notice, place where such meetings are held, and applicable attendance and quorum requirements shall be done pursuant to and in accordance with the Board Bylaws and the Compact. The provisions of this section shall supplement such matters.

B.  Agendas. The President & CEO shall prepare the agenda for Board and Committee meetings in accordance with the provisions of the Compact and Board Policy. He shall place such matters upon the agenda as may be requested by the Chair of the Board and such Committee or any Board Commissioner. Requests by a Committee or a Commissioner for the preparation of a report, policy or report for a Board Agenda, which in the opinion of the President & CEO will require the expenditure of significant staff time or funds, may not be acted upon by the President & CEO until approved by the Board.

C.  Consent Agenda Procedure. The President & CEO may, at his discretion, place any item of business on the consent agenda, provided the item of business does not involve any advertised public hearing, does not require a super majority vote, and as to which no request has been made by a Commissioner to discuss the matter. The consent agenda shall be prepared by the President & CEO. An item of business placed on the consent agenda may be removed from such agenda at any time prior to the finalization of the consent agenda as set forth herein. An item of business shall be automatically removed from the consent agenda if a request is made by a Commissioner that they wish to speak or have discussion on the matter. An item included on the consent agenda shall not be debated or discussed by a Commissioner unless the Commissioner has requested an opportunity to speak on the matter prior to the finalization of the consent agenda. Items of business contained on the consent agenda shall be voted upon by the Board considering the consent agenda in its entirety and shall not be taken up for consideration as separate matters, except that nothing contained herein shall be construed to prohibit a Commissioner from voting individually on each separate item shown on the consent agenda.

A vote by a Commissioner for adoption of the consent agenda shall mean that the Commissioner has requested that his vote be recorded as an "aye" vote for each separate item on the consent agenda and shall be recorded as such. A vote against adoption of the consent agenda shall be recorded as a "nay" vote on each item placed on the consent agenda and shall be recorded as such. Provided, however, a Commissioner, when casting an "aye" or "nay" vote, may specifically exclude from such vote for approval or disapproval of the consent agenda specific items on the agenda, and in such event the minutes shall record the exceptions accordingly.
D. **Order of Business.**

1. Call to Order
2. Roll Call
3. Approval of Minutes
4. Executive Session, if requested
5. Information Items
6. Report of Treasurer
7. Report of Chair
8. Report of President & CEO
9. Approval and Adjustment of Agenda - Commissioners to indicate matters for deletion from Consent Agenda on which discussion is requested
10. Executive Session Action Items
11. Committee Action Items
12. Consent Agenda Items - which shall include all items recommended for Board action by a Board Committee except matters requiring a public hearing, matters which discussion is requested by a Commissioner, matters requiring a super majority vote, or matters on which a presentation is deemed desirable by the President & CEO
13. Unscheduled Business
14. Comments by Board, Staff and Public (requested pursuant to Board policy)
15. Call of and Dates for Future Board and Committee Meetings
16. Adjournment

E. **Conduct of Meetings: Rules of Order.**

1. **Rules of Order.** The Chair will conduct Board meetings under informal Roberts Rules of Order. Issues may be discussed by the Board as a committee of the whole. In order to insure order, the Chair (or a majority
motion) may, for an individual meeting, require strict adherence to Roberts Rules of Order, current U.S. edition.

2. **Conduct of Meetings.** Persons authorized to speak at the Board meetings are the Commissioners and the President & CEO. Other Agency staff or agents may be called upon to participate in meetings at the sole discretion of the Board. Persons wishing to address the Commissioners may do so only pursuant to the Agency's public comment policy provided that the matter is appropriate, is delivered in an orderly and brief manner, and does not interfere with the Board’s timely conduct of business as determined by the Chair.

F. **Public Comment.**

1. Meetings of the Board and Committees shall provide for public comment in the following instances:

   a. In connection with matters related to capital grant applications, fare increases and service changes, and changes to the paratransit plan as required by provision of applicable law

   b. On motion adopted by the Board permitting public comment on a specified topic or topics

   c. At the written request of a member of the public specifying the topic or topics to be addressed during such public comment and provided to the Agency’s public information officer at least 48 hours prior to the Board meeting at which such public comment is requested. No public comment shall be allowed by parties or their legal counsel in connection with any matter involving a pending bid protest or litigation.

2. That all public comments shall be made pursuant to the following rules of decorum:

   a. All individuals shall state their name, address and topic for comment

   b. All individuals shall address the Chair and shall not proceed with public comment until recognized by the Chair

   c. No disrespectful language used or comments with respect to personalities shall be made
d. An individual called to order by the Chair shall immediately desist from speaking until permitted to continue by the Chair.

e. Public comment by an individual shall be limited to five minutes unless permission to continue is given by motion adopted by the Board.

Section 10.070 Public Meetings (revised 9/26/08)

A. Policy. It is the policy of the Agency to hold its meetings open to the public except in instances where the open meetings law of Missouri or Illinois would provide for closed meetings, if such laws were applicable to the Agency.

B. Meetings, Notices and Emergencies.

1. Regular Meetings. The Agency shall give public notice of the schedule of regular meetings of the Board of Commissioners (the "Board") at the beginning of each calendar year, stating the dates, times and places of such regular meetings. When it is necessary to reschedule a regular meeting, at least 10 days' notice of such change shall be given by publication in a newspaper of general circulation in the St. Louis metropolitan area.

2. Special Meetings: Emergencies. The Agency shall give public notice of any special meeting at least 48 hours before such meeting, except a meeting held in the event of a bona fide emergency or a reconvened meeting where the original meeting was open to the public and (a) it is to be reconvened within 24 hours, and (b) an announcement of the time and place of the reconvened meeting was made at the original meeting. Public notice shall be given by posting a copy of the notice at the Agency's Headquarters Building, 707 North First Street, St. Louis, Missouri 63102. When it is necessary to hold a meeting on less than 48 hours notice, the nature of the good cause justifying the departure from the normal notice requirements shall be stated in the minutes.

3. Notice to News Media and Others. The Agency shall also supply copies of the schedule of regular meetings and notice of any special, emergency, rescheduled or reconvened meeting to any news medium or member of the public that has filed an annual request for such notice with the Agency. Such annual request shall be filed with the Agency and shall include an address or telephone number within the territorial jurisdiction of the Agency at which such notice may be given.

4. Posting of Meeting Agenda. The tentative agenda of each regular meeting and that of any special, rescheduled, or reconvened meeting shall be posted at the Agency's Headquarters Building, 707 North First Street, St. Louis, Missouri.
63102, and at the location where the meeting is to be held at least 48 hours in advance of the holding of the meeting.

5. **Notice of Closed Meetings or Vote. (revised 9/26/08)** Notice of any closed meeting or vote shall be provided by giving notice of the time, date and place of such meeting in the manner prescribed by this section. Such notice shall also state the reason for holding such closed session. Any motion to go into closed session will state the reason for holding such closed session.

C. **Accessibility.** Each meeting shall be held at a place accessible to the public and at a time reasonably convenient to the public, unless for good cause such a place or time is impossible or impractical. When it is necessary to hold a meeting at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying the departure from the normal requirements shall be stated in the minutes.

D. **Disruption of Meetings.** No person shall be allowed to conduct themselves during the proceedings of open meetings of the Board in any manner, which disrupts the meetings.

E. **Minutes. (revised 9/26/08)** The Agency shall keep written minutes of all meetings of its Board, which minutes shall include the following:

1. the date, time and place of the meeting;
2. the members of the Board recorded as either present or absent; and
3. a roll call vote during open session on the vote to go into closed session;
4. a roll call of all votes taken during closed session; and
5. a general description of all matters proposed, discussed or decided, and a record of any votes taken

The minutes of meetings open to the public shall be available for public inspection at the Agency's Headquarters Building within seven days of the approval of such minutes by the Board. Minutes of meetings closed to the public shall be available only after the Board determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential. In determining whether closed minutes and votes should be opened, the Agency shall be guided by the open meeting laws of Missouri or Illinois, as if such laws were applicable to the Agency. In approving closed session minutes, the Board shall consider whether any matters considered in such closed session have since become public. If so, the minutes and vote on such matter shall be public and identified in the open meeting minutes as "Closed Session Items Made Public." In addition, Agency General Counsel shall review closed session minutes periodically, and at least two times a year, to determine the necessity for continuing confidentiality. Agency General Counsel shall report the results of each such review to the Board in an open session meeting.
Section 10.080 Public Records

A. Policy. It is the policy of the Agency to make its official records available to the public except in instances where the public records laws of Missouri or Illinois would provide for closed records, if such laws were applicable to the Agency.

B. Custodian. (Revised 6/27/08) The Agency hereby appoints the General Counsel as custodian of the Agency's official records. The office of the General Counsel is located at the Agency's Headquarters Building, 707 North First Street, St. Louis, Missouri 63102.

C. Requests for Records. (Revised 6/27/08) Requests for Agency records must be in writing to the General Counsel. The General Counsel will reply to a written request for Agency records within three business days of its receipt, except in the case of an emergency or for other reasonable cause, either arranging access to the Agency records or denying the request.

D. Fees. (Revised 6/27/08) The Agency may charge fees not to exceed the actual cost of producing the requested records, including document search, reasonable fees and expenses incurred in connection therewith, and duplication of the requested records. The fees to be charged for furnishing copies of records and other estimated costs of production shall be paid prior to production or reproduction of records requested. The custodian may choose to furnish documents without charge or at a reduced charge when the custodian determines that a waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the Agency and it is not primarily in the commercial interest of the requestor.

Section 10.090 Information Requests

A. Policy. In order to facilitate the flow of information to Commissioners for use in performance of their duties, it is the policy of the Agency that Commissioners have access to information used by Agency staff in the performance of their jobs. Commissioners may request the information during Committee or Board meetings or through the President & CEO or Deputy Secretary to the Board.

B. Responses. Responses to Commissioners' requests for information on topics, which fall within the subject matter of a public meeting, will be provided to all Commissioners in regular informational mailings sent by the Deputy Secretary to the Board.

Section 10.100 Travel Expense Policy and Reimbursement Procedure

A. Policy. It is the policy of the Agency to authorize, fund and reimburse Commissioners, employees and independent contractors of the Agency for reasonable travel
expenses incurred in the conduct of Agency business. "Agency Personnel" in this section, shall mean, unless otherwise noted, the members of the Board of Commissioners, employees, and persons doing business with the Agency or acting on behalf of the of the Agency pursuant to contract. Agency personnel are expected to exercise the same care in incurring expenses as a prudent person would exercise if traveling on personal business. Reimbursable travel expenses are limited to those expenses authorized and essential to the transaction of Agency business. These policies, and regulations promulgated by the President & CEO, shall govern the reimbursement of travel expenses.

B. The Board of Commissioners, as part of its annual budget shall approve a travel and expense budget for the Board. The President & CEO, as a part of the annual budgetary process, shall establish expense reimbursement procedures for the Board.

C. Pre-approval. All requests by Agency personnel for business travel shall be initiated by submitting completed forms requesting authorization for incurring travel expenses in the conduct of Agency business; Commissioners shall submit completed forms requesting authorization to the President & CEO.

D. Advance Funding. Cash advances are discouraged, but are available if approved in accordance with Agency procedures.

E. Travel Arrangements. Agency business travel may be accomplished by the method that most economically and advantageously serves the requirements of the Agency. Modes of travel may include airplane, train, bus, public mass transportation, private or Agency-owned automobile, rented car or taxi. Airline travel shall be coach, economy or business class in order to obtain the airfare providing the lowest convenient rate. Ground transportation shall be inexpensive and functional. The Board Chair or President & CEO may approve unusual travel arrangements.

F. Accommodations. The lowest available or governmental rate shall be sought in all instances.

G. Meal Charges. Agency personnel may elect during the period of Agency business travel, on a daily basis if desired, to seek reimbursement for meals by submitting receipts, or by accepting the per diem allowance for meals.

H. Entertainment and Meetings. Agency Personnel shall identify entertainment and meeting expenses related to non-Agency personnel on the request for travel authorization when such expenses can be reasonably foreseen. Expenses for spontaneous business meetings while traveling may be submitted for reimbursement, and shall include an explanation of the meeting. Reimbursement for the purchase of alcoholic beverages will not be made except in extraordinary situations.
I. **Traveling with Spouse.** Agency personnel may travel with spouses on business related travel. Travel expenses for spouses shall not be reimbursed by the Agency.
Bi-State Development Agency/MetroLink

ITEM 7  Bi-State Development Agency of the Missouri-Illinois Metropolitan District and City of St. Louis, Missouri Police Division, Police Assistant Services Agreement, (Jan. 1, 2020)
POLICE ASSISTANCE SERVICES AGREEMENT

This Police Assistance Services Agreement (the "Agreement") is entered into this 2019, by and between the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Agency") and the City of St. Louis, Missouri, Police Division ("City Police Division").

WHEREAS, Agency operates a light rail system ("MetroLink") within the City of St. Louis, Missouri, St. Louis County, Missouri, and St. Clair County, Illinois; and

WHEREAS, an integral part of Agency's operation is the safety and security of its customers who use MetroLink; and

WHEREAS, Agency is authorized, pursuant to the Compact between the states of Illinois and Missouri, to employ peace officers through contracts with law enforcement agencies; and

WHEREAS, Agency desires to contract with City Police Division to provide police officers for police protection and presence on MetroLink trains and property and for such officers to serve as goodwill ambassadors in the performance of their duties; and

WHEREAS, City Police Division provides law enforcement services within the City of St. Louis, Missouri; and

WHEREAS, Agency and City Police Division desire to enter into this Agreement whereby City Police Division will provide law enforcement services on MetroLink trains and property and Agency will compensate City Police Division for such services; and

NOW, THEREFORE, in consideration of the premises set forth hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City Police Division and Agency hereby agree as follows:

Article I. Term: Termination.

1.1 Term. This Agreement shall commence as of January 1, 2020 and shall be for an initial period of 3 years from the date of commencement, unless earlier terminated by either party in accordance with this Agreement. After the initial 3-year term, this Agreement may be renewed in writing, signed by the parties for one additional two-year term. The renewal term will be subject to the same terms and conditions as set forth in this Agreement, except compensation for each renewal term will be determined as provided under Section 2.2 of this Agreement.

1.2 Early Termination. Either party may terminate its rights and obligations under this Agreement without cause by providing at least thirty (30) days' prior written notice to the other party of the termination date of this Agreement.

Article II. Compensation.

2.1 Compensation for Basic Services. The Agency agrees to compensate City Police Division in accordance with Exhibit A for the monthly fees described therein for each year of the Initial Term of this Agreement. Annual amounts payable by Agency to City Police Division shall not exceed the following: Initial Term, Year 1 - $1,185,606; Initial Term Year 2-$1,201,357.32, Initial Term, Year 3 - $1,211,231.16. Notwithstanding the foregoing, if the level of service increases or decreases as provided in Section 4.2, Police Jurisdiction shall notify Agency as soon as practical of such increase or decrease.
2.2 **Compensation for Renewal Term(s).** Agency agrees to compensate City Police Division in accordance with Exhibit A for the monthly fees described therein for each of the Renewal Terms. Annual amounts for the Renewal terms shall not exceed the following: Renewal Term Year 1 - $1,221,744; Renewal Term Year 2 - $1,230,192.

2.3 **Compensation for Additional Services.** If City Police Division provides additional law enforcement services pursuant to Section 4.2, Agency shall compensate City Police Division for such additional services by paying the actual cost of wages (including any premium paid for overtime) and other direct wage-related costs for each officer providing such services ("Additional Monthly Fee").

2.4 **Time and Manner of Payment.** City Police Division shall provide Agency with monthly invoices for the Monthly Fee and Additional Monthly Fee to be paid by Agency. Agency shall pay each invoice within thirty (30) days of the date of receipt.

2.5 **Directive for Additional Services/Compensation.** The Commissioner of the City Police Division may prepare and sign, from time to time, a Directive for Additional Services to authorize under this Agreement any level of service change by City Police Division pursuant to Section 4.2, below, and the resulting change in compensation payable by Agency pursuant to Section 2.1, above, by adjusting the Monthly Fee in accordance with the component figures contained in Exhibit A.

**Article III. Regional Integration of Transit Police Services.**

3.1 **Bureau of Transit Police.** City Police Division, and other jurisdictions providing law enforcement services to Agency, have determined that it is in their best interests to cooperate in providing such services to the Agency and have established a working group to be known as the Bureau of Transit Police (the "Bureau"). For the purposes of this Agreement, all such officers and other personnel providing services to Agency hereunder shall be referred to as assigned to the Bureau.

3.2 **Administration of the Bureau.** Bureau activities will be under the overall administration and coordination of the St. Louis County Police Department in cooperation with Agency's General Manager of Public Safety. The St. Louis County Police Department Commander assigned to the Bureau will be designated the "Bureau Commander." The Bureau Commander shall be responsible for the supervision of the day-to-day operations of the Bureau.

3.3 **Bureau Standard Operating Procedures.** City Police Division and Agency recognize that each have a legitimate interest in the deployment strategy and priority of services of law enforcement personnel assigned to the Bureau. City Police Division and Agency agree to work together to ensure that the deployment and priorities of law enforcement personnel assigned to the Bureau are efficient and effective and in accordance with Agency's Security Plan and the Bureau's Standard Operating Procedures ("SOPs") attached hereto and incorporated herein as Exhibit B.

3.4 **General Orders, Directives, and Training.** Officers assigned to the Bureau will remain subject to the General Orders, Directives, and training requirements of City Police Division. Additionally, in the event of a conflict between the SOPs and City Police Division's General Orders or Directives, Police Jurisdiction's General Order or Directive will prevail.

3.5 **Command Review Meetings.** Command-level review meetings between Agency, Bureau Commander, City Police Division, and the other jurisdictions providing law enforcement services to the Bureau shall be held at least bi-weekly, or as requested by any party, in order to discuss
the services under this Agreement; personnel qualifications and complaints; work assignments and hours; reports made and/or needed by any party; and to discuss and resolve any other areas of mutual concern.

Article IV. Services Provided by City Police Division.

4.1 Basic Services. During the initial term of this Agreement, City Police Division shall assign 9 police officers from City Police Division's police department, consisting of 1 officer of Lieutenant rank, 1 officer with the rank of Sergeant or higher, and 7 police officers to the Bureau. City Police Division and Agency shall annually agree upon the level of police services, including personnel, equipment, and related support to be provided to the Bureau at least thirty (30) days prior to the commencement of any renewal term.

4.2 Changes in Level of Service. City Police Division may exercise its reasonable discretion to make changes in the number of police officers assigned to the Bureau during the term of this Agreement; however, City Police Division shall provide Agency advanced written notice of its intent to change the number of police officers if a vacancy of any of the agreed-upon number of officers is not filled within ninety (90) days. City Police Division and Agency agree that Agency may reassign the opening to another jurisdiction to provide officers to the Bureau.

4.3 Duties of the Officers. The police officers assigned to the Bureau under the terms of this Agreement shall primarily devote their time to activities on MetroLink trains and stations. The duties of such officers shall include, but not be limited to, the following:

a. Provide "roving" police patrol duties on board the MetroLink trains and within Agency's MetroLink stations, during which they shall perform their normal and lawful duties as law enforcement officers, to enforce the laws of the State of Missouri, and the various ordinances within the officers' jurisdictions. No officer shall, however, be required by this Agreement to perform any duties outside of the State of Missouri, unless authorized by state or federal law. City Police Division's police officers are permitted to enter the State of Illinois for the purpose of monitoring ongoing suspicious activity on a MetroLink train or to apprehend a suspect, and to remain in the State of Illinois until an officer of the appropriate Illinois jurisdiction has responded to the scene under the authority granted by Section 70.378, RSMo, and 45 ILCS 110/5.

b. Actively and visibly patrol MetroLink trains, stations, park-and-ride lots and other MetroLink facilities; interact positively with MetroLink customers and provide appropriate assistance to them; enforce the MetroLink fare system as supported by state statute when on duty and not actively engaged in other police work; to include issuing citations for fare and Agency regulation violations; and arrange for the pickup, transporting and processing of offenders taken into custody.

c. Respond to subpoenas, court appearances and trials as required for violations.

4.4 Scheduling of Services. City Police Division and Bureau Commander, in consultation with Agency, shall determine when and where officers are to perform their respective duties as described in Section 4.3 above. City Police Division shall provide agency with a copy of the
workschedules, known as the "Bureau of Transit Police Officer's Work Schedules", of all officers assigned to the Bureau. With the exception of services provided under unforeseen or extraordinary circumstances, as documented by City Police Division in writing detailing the amount, nature, and justification for such services, Agency must pre-approve the use of any additional police officers or additional hours of services not authorized in Section 4.1.

4.5 **Status of Officers.** The police officers assigned to the Bureau under the terms of this Agreement shall, at all times, be considered employees of City Police Division and not of Agency. If Agency determines that any police officer assigned to the Bureau under this Agreement is not performing in accordance therewith, Agency may request the replacement of such officer. Upon such request, City Police Division shall make every effort to replace the officer; however, the replacement of an officer assigned to the Bureau is within the City Police Division's discretion.

4.6 **Equipment.** City Police Division shall provide its officers assigned to the Bureau with a standard uniform and a complement of personal equipment at its own expense. City Police Division shall be responsible for its incurred expenses in performing this Agreement.

4.7 **Reports.**

a. City Police Division shall submit monthly reports on its services to the Bureau Commander and Agency in a format that is mutually acceptable to Police Jurisdiction and Agency. These reports shall contain crime statistics, as well as self-initiated and directed calls for service data, by geographical location. Upon request, City Police Division shall provide police reports to the Bureau Commander in a manner compliant with state and federal law for incidents related to the Agency and its operations.

b. Agency shall provide monthly reports to City Police Division containing ridership and fare data. Agency shall provide City Police Division any new policies regarding fare enforcement, Fare Bulletins, and updates regarding safety and security.

c. City Police Division shall make timely reports documenting each officer's work time, location, and activities to Agency at times and in a format to be mutually agreed upon by Agency and City Police Division. Such reports shall include the following information: time and location of reporting to duty and when completing duty, activities while on duty, time away from MetroLink stations or trains when on duty, and such other matters relating to their duties pursuant to this Agreement. City Police Division shall also provide Agency with monthly reports of crime statistics related to MetroLink.

**Article V. Insurance.**

5.1 **Insurance.** It is hereby understood and acknowledged that City Police Division and Agency are self-funded for purposes of general liability, commercial general liability, automobile liability, professional liability, and workers compensation/employer liability.

**Article VI. Miscellaneous.**

6.1 **Notices.** Any and all notices or other forms of communications, required or voluntarily made by either party, shall be deemed to be given if hand delivered or sent through the United States Postal Service, First-class postage prepaid, to the respective addresses of the parties listed below:
Both parties may, by notice given here under, designate an additional or different recipient or address to which subsequent notices and communications shall be sent.

6.2 **Severability of Provisions.** The parties agree that if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason, the finding, order or decree of which becomes final, the remaining provisions shall not be affected thereby if such provisions could continue to conform with the purposes, terms and requirements of the Agreement and the applicable law.

6.3 **Integration and Amendment.** This Agreement comprises the entire understanding between the parties, including the contents of any and all documents incorporated by reference or attached hereto, and the Agreement supersedes all other writings, promises, terms, conditions or obligations that may have been previously made. Any amendments, additions, supplements or deletions to this Agreement shall be in writing, and mutually asserted to and signed by both parties. No action shall be taken pursuant to any amendment, addition, supplement or deletion prior to the execution of such written instrument.

6.4 **Governing Law.** This Agreement, its interpretation and any dispute arising out of its operation shall be governed by the laws of the State of Missouri without regard for conflicts of law principles.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT

Taulby A. Roach
President and CEO

ATTESTED TO BY:

General Counsel

CITY OF SAINT LOUIS

John W. Hayden, Jr.
Police Commissioner

COUNTERSIGNED BY:

Comptroller

APPROVED AS TO FORM BY:

City/Counselor

ATTESTED TO BY:

Register, Deputy

COMPTROLLER'S OFFICE
DOCUMENT # 76001

37.30

Approved 03/18/2020
BOARD OF ESTIMATE AND APPORTIONMENT

Secretary
EXHIBIT A

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Exhibit B

Bureau of Transit Police Deployment Strategy and Priorities

GOAL: To build and maintain public confidence in the security and safety of AGENCY's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of AGENCY customers, employees, and the general public as they interact with the transit system.

OBJECTIVES: AGENCY's objectives for the Bureau of Transit Police are:

1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.

2. To build and maintain an appropriate level of cooperation and coordination between the Bureau of Transit Police, AGENCY contracted security services and AGENCY Public Safety Department personnel and other AGENCY field personnel, i.e., Operators, Fare Inspectors, and field Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.

3. To build a high level of cooperation and coordination between the Bureau of Transit Police and other federal, state, and local law enforcement agencies.

4. To maintain public confidence in use of transit services.

5. To report related incidents to AGENCY.

STRATEGY: The deployment of the Bureau of Transit Police is to be developed in coordination with AGENCY and will take into consideration the identified security needs of AGENCY. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, AGENCY employees, and the general public as they interact with the transit system.

PRIORITIES: Deployment priorities for the Bureau of Transit Police will emphasize:

1. **Enforcement:** Focusing on AGENCY ordinances and State and City laws to help ensure the security of passengers, employees, and AGENCY's property by responding timely to transit incidents.
2. **Problem Orienting Policing**: Identifying problem areas, rail lines and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using whenever possible-community policing strategies.

3. **Community Involvement**: It is a priority of AGENCY to have our transit policing integrated with the City of St. Louis Metropolitan Police Department initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible "pro-active" presence on and around AGENCY's public facilities.

4. **Visible Presence**: On board Metrolink and at transit center/transfer points.

5. **Reporting**: Provides periodic and timely reports concerning the Bureau of Transit Police's work, analyzes crime, Part 1 crime data and trends, and related system security and safety data, and makes recommendations to AGENCY with respect to strategy, deployment, and resource allocation.

City of St. Louis and AGENCY shall establish performance measures to monitor and evaluate Bureau of Transit Police operations Performance measures may include:

a) **Presence Ratio**: percentage of total police officer worked hours, spent on-board Metrolink or on-site at public transit facilities for the month or year.

b) **Citations**: number of citations issued on Metrolink, transit centers, or Metrolink platforms for the month or year.

c) **Fares Inspected**: number of checked by Bureau of Transit Police officers for valid proof of fare payment for the month or year.

d) **Exclusions**: number of exclusions or interdiction commands issued on Metrolink for the month or year.

e) **Reported Crime**: number of all crimes reported on Metrolink light rail vehicles and property for the month or year.

6. **Arrests**: number of arrests on Metrolink or AGENCY property for the month or year.
7. **Commendations/Complaints:** number of complaints and commendations received by AGENCY pertaining to Bureau of Transit Police operations for the month or year.

8. **Perceived Security:** public confidence in safety and security on Metrolink light rail vehicles and Metrolink property as measured by AGENCY survey of transit system customers and the public.

9. **Reports Written:** number of reports written for the month in support of arrests or calls for service.

10. **Field Interview Cards:** number of FIR cards for the month based on subject stops and contacts.

11. **Citizen Complaints:** All citizen complaints concerning City of St. Louis Police officers will be referred to the City of St. Louis with the finding copied to the Commander and the Bureau of Transit Police. Both parties agree to:
   
   A. Maintain a police accountability system as described at subsections (B) through (G) below.
   
   B. Provide an accountability system intake point to which the other participating Bureau of Transit City Police Divisions ("jurisdictions") can refer or deliver complaints about City of St. Louis Police officers working in the Bureau of Transit Police.
   
   C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Bureau of Transit Police.
   
   D. Deliver all complaints about an officer who works in the Bureau of Transit Police received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
   
   E. Permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Bureau of Transit Police officer.
   
   F. Conduct joint investigations when necessary and appropriate.

12. **Media Coordination:** Every effort is to be made to provide a unified response to media inquiries following a security related incident on AGENCY trains or property or other media inquiry. The Bureau Commander, Public Information of the affected law enforcement agency (if any), and AGENCY Public Information Officer, are to confer prior to the issuance of a response, to determine which agency should provide the response and the content of the response.
ITEM 8  Second Amendment and Renewal of Police Service Agreement with St. Louis County, Missouri (commencing July 1, 2021)
SECOND AMENDMENT AND RENEWAL TO POLICE SERVICE AGREEMENT

BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT DBA “METRO” AND ST. LOUIS COUNTY, MISSOURI

THIS SECOND AMENDMENT AND RENEWAL OF SERVICE AGREEMENT (“Amendment”), entered by and between the BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT, d/b/a “METRO” (hereinafter “AGENCY”) and ST. LOUIS COUNTY, MISSOURI (hereinafter “COUNTY”).

WITNESSETH THAT:

RECITALS

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive RSMO, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Section 701.070.4 SLCRO authorizes the Superintendent of Police of St. Louis County to enter into a contract with a political subdivision of the State of Missouri for any law enforcement function; and

WHEREAS, AGENCY and COUNTY entered into a Police Service Agreement (the “Agreement”) on January 9, 2020, as amended, a copy of which is attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, the Agreement terminates on June 30, 2021; and

WHEREAS, the Agreement provides that it may be renewed for two additional one-year terms, subject to the same terms and conditions except compensation; and

WHEREAS, AGENCY and COUNTY desire to renew the Agreement for one additional year beginning July 1, 2021 and terminating June 30, 2022; and

WHEREAS, COUNTY has provided AGENCY the Annual Police Service Costs for July 1, 2021 through June 30, 2022;

NOW, THEREFORE, for and in consideration of the foregoing and other good valuable consideration, the receipt and sufficiency to which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. The Recitals are all incorporated into the Amendment as if fully restated.
2. The term of the Amendment is July 1, 2021 through June 30, 2022 at the costs provided in Exhibit 3, attached and incorporated herein. At all times during the term of this Amendment, the parties’ obligations shall continue as they were heretofore except as otherwise provided in this Amendment.
3. Section 3.1 is hereby deleted and the following new Section 3.1 is inserted in its place:
3.1 **Basic Services.** The COUNTY shall provide 44 police officers from the St. Louis County Police Department consisting of 1 officer of command rank, 6 officers with the rank of Sergeant or higher and 37 police officers. COUNTY shall also provide one Professional Staff Position. COUNTY and AGENCY may recommend adjustments in the level of manpower outlined in this Agreement. COUNTY may exercise its reasonable discretion to make changes in the level of manpower during the term of this Agreement. COUNTY shall provide AGENCY reasonable written notice of its intent to change the level of manpower. Any change in the level of services shall be reflected in adjustment to compensation in accordance with paragraph 2.1.

St. Louis County police officers will report to designated locations as determined by the COUNTY in consultation with AGENCY. Work time will be determined by COUNTY in consultation with AGENCY. Such police officers shall at all times report to and be subject to the supervision of their superior officers of the St. Louis County Police Department and to the Department’s recognized chain of command.

The St. Louis County Police Department shall use all reasonable efforts to cooperate with AGENCY in the performance of its duties hereunder. Such cooperation may include documentation of work time, time and location of reporting to duty and completing duty; activities while on duty; time away from the METRO assignment when on duty; and such other matters relating to their METRO police duties as determined by COUNTY in consultation with AGENCY.

4. Section 6.1 Notices, is hereby amended to delete “Colonel Jon M. Belmar” and insert “Colonel Mary T. Barton”.

5. All other provisions of this Agreement, as amended, shall remain in full force and effect.
IN WITNESS THEREOF, AGENCY AND COUNTY have signed their names and affixed their official seals to this Agreement on the day and year written below.

Attest:

BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI ILLINOIS METROPOLITAN DISTRICT DBA "METRO"

By President and CEO

ST. LOUIS COUNTY BOARD OF POLICE COMMISSIONERS

By Chairman

Chief of Police
St. Louis County Police Department

Date Executed by County

ST. LOUIS COUNTY, MISSOURI

Approved as to Legal Form:

By County Executive

County Counselor

Attest:

Approved:

Administrative Director

Accounting Officer

Legal Review:
## EXHIBIT 3

**BI-STATE DEVELOPMENT AGENCY**  
**ANNUAL POLICE SERVICE COSTS**  
**JULY 1, 2021 THROUGH JUNE 30, 2022**  
**SECOND RENEWAL TERM**

### SUPERVISION

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Bi-State Development Agency/MetroLink

ITEM 9  Law Enforcement Service Agreement between Bi-State Development Agency of the Missouri-Illinois Metropolitan District and St. Clair County, Illinois (commencing July 1, 2021)
LAW ENFORCEMENT SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement"), is made and entered into by and between THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-IllINOIS METROPOLITAN DISTRICT ("Bi-State"), and ST. CLAIR COUNTY, ILLINOIS for services provided by the ST. CLAIR COUNTY SHERIFF'S DEPARTMENT ("St. Clair County Sheriff's Department").

WHEREAS, Bi-State operates the MetroLink light rail system ("Metrolink System"), in St. Clair County, Illinois; the City of St. Louis, Missouri and St. Louis County, Missouri; and

WHEREAS, Bi-State is responsible for the operation of the St. Clair County MetroLink extension; and

WHEREAS, an integral part of Bi-State's operation is the security of its customers who ride upon the MetroLink System; and

WHEREAS, Bi-State desires to provide its MetroLink trains with additional law enforcement protection and presence; and

WHEREAS, the St. Clair County Sheriff’s Department provides law enforcement service throughout St. Clair County, utilizing qualified and trained deputy sheriffs; and

WHEREAS, Bi-State has adopted ordinances regulating the behavior of its patrons on MetroLink trains and their attendant facilities; and

WHEREAS, the parties desire to enter into a Service Agreement whereby the St. Clair County Sheriff’s Department will provide certain law enforcement services including the enforcement of such ordinances as Bi-State may adopt, and Bi-State will compensate the St. Clair County Sheriff’s Department for such services; and

WHEREAS, Bi-State also desires to have such deputy sheriffs serve as good will ambassadors for Bi-State in the performance of their duties; and

NOW, THEREFORE, in consideration of the premises set forth hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bi-State and the St. Clair County Sheriff's Department hereby agree as follows:
ARTICLE I - TERM

1.1 Term. This Service Agreement shall commence on July 1, 2021 and shall be for a term of twelve (12) months, ending on June 30, 2022.

1.2 Early Termination. Either party can terminate its rights and obligations under this Service Agreement, provided that sixty (60) days advance notice is given to the other party.

ARTICLE II - COMPENSATION

2.1 Compensation. Bi-State agrees to pay St. Clair County Sheriff’s Department, for services provided by the St. Clair County Sheriff’s Department as enumerated in this Agreement and illustrated in Exhibit A, an amount not to exceed ONE MILLION EIGHT HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED FOUR DOLLARS AND SIXTY EIGHT CENTS ($1,848,904.68) for the period of July 1, 2021 to June 30, 2022. St. Clair County Sheriff’s Department shall invoice Bi-State on a monthly basis at the rate outlined in Exhibit A, attached hereto and made a part hereof. Actual cost is at all times subject to verification by an independent outside auditor. Bi-State’s auditors may meet semiannually with St. Clair County Sheriff’s Department (November and May) to review and reconcile costs, with the necessary adjustments being made to the payment schedule.

2.2 Time and Manner of Payment. Bi-State shall pay St. Clair County Sheriff’s Department monthly in accordance with the terms and schedules attached hereto as Exhibit A. In addition, the St. Clair County Sheriff’s Department shall submit monthly invoices for the expenses incurred by the St. Clair County Sheriff’s Department beyond normal or ordinary expenses or for expenses incurred in carrying out the duties prescribed hereunder other than during normal scheduled hours that have been discussed with and approved by Bi-State in advance and that are verified by written documentation regarding the amount, nature, and justification for same. The scheduled monthly payments are based upon each deputy sheriff being present for duty full time for two-hundred twenty (220) days annually at eight (8) hours per shift, or one-hundred forty-seven (147) days annually at twelve (12) hours per shift. The actual time on duty as documented pursuant to Section 3.1 of this Agreement shall be reviewed between the parties on a quarterly basis until the expiration of this Agreement. If, following the quarterly reviews and reconciliations, it is determined that the St. Clair County Sheriff’s Department deputies did not work the appropriate number of hours based upon such rate of availability, then a proportionate adjustment to the compensation shall be made by a reduction in the next following month’s scheduled payment. In the event, however, that there are no further payments due from the St. Clair County Sheriff’s Department to Bi-State, or if any such remaining payments are insufficient to allow for such proportionate adjustment, then such adjustment, or any portion thereof not able to be adjusted
against a remaining payment or payments, shall be reimbursed directly from the St. Clair County Sheriff's Department to Bi-State. If such an adjustment(s) reduces the scheduled payment to the St. Clair County Sheriff's Department, and a subsequent review shows that the St. Clair County Sheriff's Department officers have, in fact, provided, in whole or in part, those work hours for which such prior adjustment was made, Bi-State shall then pay the St. Clair County Sheriff's Department the amount of said prior adjustment to the extent the cumulative hours subsequently worked shall have made up for such prior shortage of hours. In this manner a compensation adjustment in a prior period can be restored in a subsequent period such that the net adjustment shall be based upon the total hours worked over the entire term of this Agreement. Work time lost by St. Clair County deputies as a result of injuries incurred while performing duties for Bi-State pursuant to this Agreement will be reimbursed to St. Clair County Sheriff's Department consistent with the provisions of the Illinois Police Officer Disability and Workers Compensation Law.

2.3 Monthly Payment. St. Clair County Sheriff’s Department will bill Bi-State $141,831.26 monthly for the duration of this Agreement for the normal day-to-day operations of its deputy sheriffs assigned to Bi-State. Overtime will be billed by St. Clair County Sheriff’s Department on a monthly basis, as it is approved and incurred, up to $39,942 (see Exhibit A, attached hereto). Any amount over $39,942 must be agreed upon and approved by Bi-State for the duration of this Agreement.

2.4 Average Holiday/Sick Buyout and Related Fringe Costs. St. Clair County Sheriff’s Department will bill Bi-State for costs associated with Average Holiday/Sick Buyout and related fringe costs on a monthly basis as costs are incurred up to $106,987.50 (see Exhibit A, attached hereto).

2.5 Extra Deputy Sheriff’s. Bi-State may, from time to time, request that extra or additional Street Patrol Deputy Sheriff’s from the St. Clair County Sheriff’s Department be assigned to MetroLink for special events and other extra service. Such extra deputy sheriffs shall not be considered a part of the ordinary compensation set out in this Article II. The St. Clair County Sheriff’s Department shall make its best efforts to supply such requested extra deputy sheriffs. Bi-State shall compensate the St. Clair County Sheriff’s Department for such extra deputy sheriffs assigned to work overtime by paying to the St. Clair County Sheriff’s Department the actual cost of wages (including any premiums paid for overtime) and other direct wage-related costs, for such additional deputy sheriffs. Payment by Bi-State shall be made within thirty (30) days after receipt of an invoice for such extra services.

2.6 Medical Costs. Bi-State agrees to renegotiate the provisions of this Agreement relating to compensation if the cost of medical insurance provided to deputy sheriffs hereunder by St. Clair County increases by more than five percent (5%) over the medical insurance costs projected in the term of this Agreement.
ARTICLE III - SERVICES PROVIDED BY ST. CLAIR COUNTY SHERIFF'S DEPARTMENT

3.1 Deputy Sheriffs. The St. Clair County Sheriff's Department shall provide a total of fifteen (15) uniformed deputy sheriffs from the St. Clair County Sheriff's Department consisting of one (1) deputy sheriff of the rank of Lieutenant, two (2) deputy sheriffs of the rank of Sergeant, and twelve (12) deputy sheriffs of the rank of Street Patrol Deputy. Such deputy sheriffs will work individually and will report to designated locations as determined by Bi-State. Work time will be determined by Bi-State in consultation with the St. Clair County Sheriff's Department. Such documentation of work time, location, and activities shall include: time and location of reporting to duty and when completing duty, activities while on duty, time away from the MetroLink alignment when on-duty, and such other matters relating to their MetroLink police duties, as shall be agreed upon by the St. Clair County Sheriff's Department and Bi-State. However, said deputy sheriffs shall at all times report to and be subject to the supervision of their superior officers of the St. Clair County Sheriff's Department and to the St. Clair County Sheriff's Department recognized chain of command. Said deputy sheriffs are not subordinates of or subject to the authority of Bi-State; however, will be immediately removed at Bi-State's request if it is determined that said deputy sheriff is not performing in accordance with this Agreement. The St. Clair County Sheriff's Department shall use its best efforts to cooperate with Bi-State in the performance of its duties hereunder.

3.2 Supervision. The administrative control of work assignments and deployment shall be the responsibility of Bi-State and operational command and control of the Sheriff's Deputies shall be the responsibility of the Sheriff's Unit Commander in consultation with Bi-State.

3.3 Status of Deputies. The deputy sheriffs performing services under the terms of this Agreement shall for all purposes be considered employees of the St. Clair County Sheriff's Department and not employees of Bi-State.

3.4 Duties of Deputies. The duties of each deputy sheriff providing services under the terms of this Agreement shall include, but not be limited to:

a. Provision of "roving" police patrol duties consisting of being present on the MetroLink trains and within the premises of Bi-State used as stations to facilitate the transportation of its customers and said deputy sheriffs shall perform their normal and lawful duties as law enforcement officers sworn to uphold and enforce the laws of the State of Illinois, and the various ordinances within the deputy sheriffs' jurisdictions (including such jurisdictions as may be authorized pursuant to any joint or mutual aid services agreements). No officer, however, shall be required by this Agreement to perform any duties outside of the State of Illinois, except that the St. Clair County Sheriff's Department agrees that its deputy
sheriffs may, in the course and scope of their employment as MetroLink officers: i) enter the State of Missouri, under the conditions permitted by Illinois law, for the purpose of apprehending a suspect in the course of a fresh pursuit of an individual observed to commit or suspected of committing a felony offense under the laws of the State of Illinois, and ii) enter into the State of Missouri in order to monitor ongoing suspicious activity on a MetroLink conveyance and remain in the State of Missouri until an officer of the appropriate Missouri jurisdiction has responded to the scene.

b. Actively and visibly patrolling MetroLink trains, stations, park-and-ride lots and other MetroLink customer facilities; interacting positively with MetroLink customers and providing appropriate assistance to customers; enforcement of the MetroLink fare system when on duty and not actively engaged in other police work; issuance of citations, including citations for fare violations; and arranging for the picking up, transporting and processing of offenders.

c. Responding to subpoenas, court appearances and trials as required for violations.

d. Enforcing the provisions of Regulations adopted by the Board of Commissioners of Bi-State pursuant to 45 ILCS 110/5 to the extent the provisions are not inconsistent with provisions of Illinois law. The Regulations are hereby incorporated in this Agreement by reference.

e. Devoting 80% of their time to on train activity when not involved in an arrest or detail situation.

3.5 Charging Authority. For an offense committed on Bi-State facilities or conveyances, nothing in this Agreement shall be deemed to interfere with, impede, or in any way diminish the authority of St. Clair County Deputy Sheriffs, at their discretion, to charge any applicable offense under state law or local ordinance, provided that no citation for the same offense shall be issued pursuant to the Regulations.

3.6 Times of Service. Bi-State's Metro Public Safety Department Management is responsible for determining when and where deputies working through this Agreement will be assigned in consultation with the St. Clair County Sheriff's Department. The detail commander will be responsible for scheduling. The deputy sheriffs shall perform the agreed services, as scheduled, in accordance with the provisions of this Agreement seven (7) days a week throughout the St. Clair County
service area of MetroLink. Such schedules shall be known as the MetroLink Deputy Sheriffs’ Work Schedules.

3.7 Command Level Review Meetings. Command level review meetings between the St. Clair County Sheriff’s Department and Bi-State shall be held at the request of either party, in order to discuss the services under this Agreement; personnel qualifications and complaints; work assignments and hours; reports made and/or needed by either party; and to discuss and resolve any other areas of mutual concern.

3.8 Reports. The St. Clair County Sheriff’s Department will submit monthly reports of police work and crime statistics on MetroLink to Bi-State in a form acceptable to Bi-State in consultation with the St. Clair County Sheriff’s Department.

ARTICLE IV - INDEMNIFICATION AND INSURANCE

4.1 Indemnification of Bi-State by St. Clair County. To the fullest extent permitted by applicable law and as between Bi-State and the St. Clair County Sheriff’s Department only, St. Clair County shall indemnify, defend and hold harmless Bi-State, its Commissioners, officers, officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of the St. Clair County Sheriff’s Department or deputy sheriffs thereof, or resulting from the performance of service under this Agreement, to the extent that activities and performance of services are contrary to the terms of this Agreement or are otherwise attributable to the actions of the St. Clair County Sheriff’s Department; provided, however, that such indemnification shall not apply to the extent any such claim shall result from the negligence or intentional acts of Bi-State or its employees, Commissioners, officers and agents (other than the St. Clair County Sheriff’s Department or its employees).

4.2 Indemnification of St. Clair County by Bi-State. To the fullest extent permitted by applicable law, and as between Bi-State and the St. Clair County Sheriff’s Department only, Bi-State shall indemnify, defend and hold harmless St. Clair County, its elected and appointed officials, agents and employees from and against any and all claims, suits, actions, judgments, fines, penalties, loss, damage, cost, or expense, whether direct or indirect, due to bodily injury or personal injury, death, sickness or property damage (including loss or use thereof) arising out of the activities of Bi-State, its officers, agents or employees acting within the scope of their employment, occasioned by an intentional act or the negligence of Bi-State, its officers, agent or employees, provided however, that such indemnification shall not apply to the extent that any such claim shall arise from the negligence or intentional act(s) of the St. Clair County Sheriff’s Department or its agents or employees.
Bi-State and St. Clair County agree that, for the purposes of insurance and indemnification, the St. Clair County Sheriff's Deputies administering or implementing any responsibilities or duties relating to the "on-board fare" program of Bi-State, including but not limited to issuing "on-board fare" envelopes shall be considered agents of Bi-State, but only for action taken by deputy sheriffs within the scope of the "on-board fare" program contained in this Agreement, and that Bi-State shall indemnify and hold harmless St. Clair County, to the extent permitted by law, from and against any or all claims, suits, actions, judgments, fines, penalties, loss, damage, cost or expense, whether direct or indirect, that arises or may arise from any action or activity taken by St. Clair County deputy sheriffs associated with the "on-board fare" program.

Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity, which would otherwise exist as to either the St. Clair County Sheriff's Department or Bi-State, nor shall this Articles 4.1 and 4.2 be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the State of Illinois, St. Clair County, the St. Clair County Sheriff's Department, or Bi-State and the immunity of their agents, officers and employees.

4.3 Insurance and Self-Insurance. It is hereby understood and acknowledged that Bi-State, the St. Clair County Sheriff's Department, and St. Clair County are self-insured for purposes of general liability, commercial general, automobile liability, professional liability and workers' compensation/employer liability.

Bi-State shall provide to St. Clair County a current audited financial statement of its self-insurance fund and Certificates of Insurance for its excess liability coverage, including the self-insured retention for each coverage. St. Clair County shall provide to Bi-State a current audited financial statement of its self-insurance fund and Certificates of Insurance for its excess liability coverage, including the self-insured retention for each coverage.

ARTICLE V - MISCELLANEOUS PROVISIONS

5.1 Notices. Any and all notices, communications and the like required or authorized hereunder, shall be deemed to be given if hand delivered or mailed by first class United States mail to the respective address of the parties listed below:

If to Bi-State:  
Taulby Roach  
President and CEO  
Bi-State Development Agency  
211 North Broadway, Suite 700  
St. Louis, MO 63102-2759
If to the Sheriff's Department & St. Clair County:

Hon. Richard Watson
Sheriff, St. Clair County
700 North Fifth Street
Belleville, IL 62220

With a copy to:

Hon. Mark Kern, Chairman
St. Clair County Board
St. Clair County Courthouse
#10 Public Square
Belleville, IL 62220-1623

Either party may, by notice given hereunder, designate any further or different person or address to which subsequent notices and communication shall be sent.

5.2 Severability of Provisions. The parties agree that if any provisions of this Agreement shall be held invalid, unenforceable, void, or voidable for any reason whatsoever, by a court of competent jurisdiction, the finding or order or decree of which becomes final, the remaining provisions of this Agreement shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms, and requirements of the Agreement or with applicable law.

5.3 Integration and Amendment. This Agreement, including the contents of any and all documents incorporated by reference or attached hereto, comprises the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, attached hereto or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to this Agreement must be in writing, with the mutual consent of both parties and signed by both parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

5.4 Law. The laws of the State of Illinois shall govern this Agreement, its interpretation and any dispute arising out of its operation.
IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the date first written above.

BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT

BY: 

Taulby Roach
President & CEO

ST. CLAIR COUNTY, ILLINOIS
ST. CLAIR COUNTY SHERIFF’S DEPARTMENT

BY: 

The Hon. Mark Kern
Chairman, St. Clair County Board

BY: 

The Hon. Richard Watson
Sheriff, St. Clair County

ATTEST:

Barbara Enneking
General Counsel

Seal:

ATTEST:

Thomas Holbrook
St. Clair County Clerk

Seal:
### Exhibit A
Bi-State Development Agency
**Cost For Deputy Sheriffs Per Month**
**July 1, 2021 Through June 30, 2022**

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/21 – 07/31/21</td>
<td>$141,831.26</td>
</tr>
<tr>
<td>08/01/21 – 08/31/21</td>
<td>$141,831.27</td>
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<tr>
<td>09/01/21 – 09/30/21</td>
<td>$141,831.26</td>
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<tr>
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<tr>
<td>06/01/22 – 06/30/22</td>
<td>$141,831.27</td>
</tr>
<tr>
<td><strong>Total Base Amount 2021-2022</strong></td>
<td><strong>$1,701,975.18</strong></td>
</tr>
</tbody>
</table>

- **Overtime Budget** $39,942.00
- **Average Holiday/Sick Buyout and Related Fringes** $106,987.50
- **Total Base Amount** $1,701,975.18
- **Total Law Enforcement Agreement Amount** $1,848,904.68

- The Overtime budget of $39,942 is included in the Total Law Enforcement Agreement Amount, but rather than including it in the monthly invoices, the overtime budget will be drawn down as overtime is incurred and approved.
- The Average Holiday/Sick Buyout and Related Fringes Costs of $106,987.50 are also included in the Total Law Enforcement Agreement Amount but will be drawn down as charges are incurred.
ITEM 10  St. Louis County Department of Public Health 2019 Novel Coronavirus (“COVID-19”) Face Covering Order No. 1 July 26, 2021)
HEALTH COMMISSIONER'S ORDER NO. 1

This Order No. 1 shall become effective at 12:01 a.m. on July 26, 2021 and will continue to be in effect for 30 calendar days, subject to extension.

My intent is to ensure that the maximum number of individuals take prudent precautions to reduce the exposure to, and slow the spread of, SARS CoV-2, the virus that causes COVID-19. All provisions of this Order shall be interpreted to effectuate this intent.

Whereas a resurgence of COVID-19 cases is occurring in the St. Louis Metropolitan Area, there is evidence of increased COVID-19 transmission in all City of St. Louis zip codes, there is increased transmission among all age groups, hospitalizations and deaths related to COVID-19 continue to increase, and more than 50% of City of St. Louis residents have not received a single dose of a COVID-19 vaccine and are at risk of severe complications (including hospitalizations and death) if infected with the virus.

By the authority vested in me by Article XIII, Section 14-C(c) of the Charter of the City of St. Louis, I hereby order as follows:

1. Individuals, both vaccinated and unvaccinated, age 5 and older shall be required to properly wear a face covering that covers the wearer's nose and mouth while in indoor and enclosed public buildings and spaces, and public transportation vessels in the City of St. Louis. While on duty, all City of St. Louis employees shall wear a face covering when riding in City vehicles with one or more other individuals.

2. Exceptions to the required face covering are recognized for:
   a. Individuals who have an official order or documentation from a medical or behavioral health provider to not wear face coverings;
   b. Individuals who are seated in a restaurant or bar and are actively engaged in consuming food or drink;
   c. Individuals who have trouble breathing, or are unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance;
   d. Individuals who are obtaining a service involving the nose or face for which temporary removal of the Face Covering is necessary to perform the service;
   e. Individuals who have disabilities that:
      i. Prevent them from wearing or taking off face coverings;
      ii. Prevent them from communicating while wearing face coverings.

28JUL21
Date
Fredrick L. Echols, M.D.
Acting Director of Health & Hospitals/Health Commissioner
ITEM 11  Civil Rights Actions (within 5-years Prior to Sept. 2021)
Bi-State Development Agency Civil Rights Actions

In the past five years the Bi-State Development Agency has experienced only two civil actions alleging violations of an individual’s civil rights:

Case: Pierre Wilson v. Dawon Gore and Bi-State Development (St. Louis County 19SL-AC12015)
Facts: Officer Gore, a St. Louis County police officer, was working secondary at the North Hanley MetroLink station in 2015 when he was involved in an altercation with Plaintiff. Gore was later charged with second degree assault. Suit was filed alleging Plaintiff’s 4th and 14th amendment rights were violated. Defense counsel removed case to federal court (proper venue for civil rights allegations) before later dismissing. Plaintiff did not refile timely and matter was closed without payment.

Case: Adrian Drew v. Bi-State Development and John Doe #1, John Doe #2, and John Doe #3 (Eastern District of Missouri 4:18CV1847)
Facts: Plaintiff was requested to leave the Civic Center MetroLink property. He left, but returned, and an altercation took place on the sidewalk. During the scuffle, an Agency Public Safety Officer struck Drew with his ASP. Plaintiff was arrested. Suit was filed in federal court alleging civil rights violations including excessive use of force and false imprisonment. Matter was settled for a nominal amount during mediation and later dismissed.
ITEM 12 Memorandum of Understanding between City of Seattle Police Department and King County Sheriff’s Office – Metro Transit Police and Sound Transit Police (Feb. 24, 2015)
February 24, 2015

Memorandum of Understanding
between
City of Seattle Police Department
and
King County Sheriff’s Office - Metro Transit Police and Sound Transit Police

This Memorandum of Understanding is by and between the Seattle Police Department (SPD) and the King County Sheriff’s Office. It clarifies the responsibilities of each agency regarding the provision of law enforcement services to the portions of the transit systems operated and funded by King County Metro Transit and Sound Transit within the City of Seattle. This document is intended to address protocol for when the agencies interface within the City boundaries and overall transit system security.

The Seattle Police Department (SPD) is responsible for general law enforcement and traffic enforcement/collision investigation within the City of Seattle. The Metro Transit Police (MTP) and Sound Transit Police (STP) are "partnership" contract law enforcement agencies funded by King County Metro Transit and Sound Transit to provide "enhanced" transit policing and security services for passengers, customers and property of Metro, Sound Transit and routes operated by King County Metro Transit and Sound Transit. This "enhanced" service of MTP and STP is not meant as a replacement for local law enforcement with transit security issues, meaning the service that the Metro Transit Police and Sound Transit Police provides is above and beyond a normal service level offered by a respective original jurisdiction agency. Nothing in this agreement is intended to eliminate the responsibility of the Seattle Police Department to respond to dispatch transit related calls for service within the city limits whether the Metro Transit Police and/or Sound Transit Police are available or not. Nothing in this agreement is intended to give anyone legal rights, employment rights, or any other additional rights to recover for claims or injuries alleged to have occurred as a result of the existence of this protocol. The responsibilities of the Metro Transit Police and Sound Transit Police are based upon the Sheriff's Office statutory powers and the provisions of King County Sheriff’s contractual agreements with King County Metro Transit and/or with Sound Transit.

SPD acknowledges that the people who live, work and visit within the City of Seattle have a basic right to protection and security provided by all levels of jurisdictions of law enforcement when they use public transportation. Whether underground or above, a transit system passes through many different neighborhoods within the city. Security issues will vary depending on the location within the system, time of day or night, as well as a variety of other conditions. This mobile system characteristic and environment requires a systematic approach between the transit police and SPD to address both the direct dynamics of transit security and special concerns of transit riders, while maximizing the use of available resources.

In furtherance of this protocol, the Sheriff and Chief of Police agree to the following:

A. Jurisdiction
While all entities understand the concurrent jurisdiction of the King County Sheriff’s Office within the City limits of Seattle, for the purposes of this agreement, Metro Transit Police will focus primarily on Metro and Sound Transit buses, METRO properties to include bus shelters and stops delineated by curb markings, the Downtown Seattle Transit Tunnel (DSTT), Metro Transit Centers, Metro Park and Ride lots and any other transit properties. Sound Transit Police will focus primarily on Sound Transit Rail Vehicles, Sound Transit properties to include train platforms, guide ways, train corridor right of ways, transit tunnels and any other transit properties. It is understood that, as fully sworn law enforcement officers in the State of Washington, KCSO deputies assigned to the Metro Transit Police and Sound Transit Police are expected to act when they come across criminal activity.

B. Communications
The intent of this section is to notify the local law enforcement agency/SPD when MTP and/or STP deputies are working in an area and to provide additional dispatch of officers or other resources when requested and deemed necessary.
MTP and STP personnel will scan and be able to monitor the appropriate SPD “talk group” and many other local law enforcement agencies, if needed when operating within the city limits. MTP and STP will de-conflict with the local law enforcement agency whenever an emphasis patrol is to be conducted in the City of Seattle. Operations Plans, when they exist, will be provided to the local law enforcement agency/SPD precinct impacted by the operation. An on-duty SPD supervisor at the affected agency precinct will be notified 2-days prior to the event as well, whenever possible. On the day of the operation, MTP and/or STP will contact the appropriate Communications Center and ask that the on-duty supervisor for the affected agency/precinct be notified. A contact number for the MTP or STP supervisor running the operation will be provided to the local law enforcement agency/SPD.

The King County Sheriff's Office Communication Center will give a courtesy notification to local agency Communications Center/SPD Communications anytime MTP or STP responds to a Priority X or 1 (as defined by KCSO Communications Center) detail within the city limits.

The King County Sheriff's Office Communication Center will notify the SPD of all MTP and STP on-view enforcement activity within the city limits when there is a reason to believe that back-up will be needed or media will be interested in such activity.

The local law enforcement Communications Center will give a courtesy notification to the King County Sheriff's Office Communications Center whenever they respond to a transit related call for service. Both agencies will provide timely updated suspect information to each other on any of the events listed above.

C. Incidents
MTP and STP deputies who come across non-transit related criminal activity are expected to take initial action. If an incident (with the exception of VUCSA, traffic and drinking offenses) requires follow-up investigation, the local law enforcement agency shall assume jurisdiction over the case. This provision may be overridden if field supervisors from both agencies are in agreement that such a transfer would not be advisable.

On-View Activity—METRO and/or SOUND Transit Property
MTP and STP deputies will be responsible for their own arrests, associated paperwork and follow up investigations for on-view activity that occurs on transit property.

High-Profile Events
Incidents of a significant nature within the city limits, such as armed robberies and homicides, will be worked by the local law enforcement agency. MTP and STP will provide assistance with staffing resources and follow-up.

Bomb/ Suspicious/ Unattended Packages
It is recognized that incidents of suspicious or unattended packages simulating explosive devices (either real or false) are a common occurrence creating challenges to the public transit industry. While ensuring public safety, restoring transit operations in a timely manner is a critical function of a successful policing plan.

In an effort to mitigate the effects of this activity, METRO Transit Police and Sound Transit Police may deploy K-9 Explosives Detection teams to proactively patrol Transit facilities and to immediately address suspicious circumstances.

To this effect, parties agree that upon confirmation of a suspicious item raising reasonable concerns MTP and/or STP K-9 Detection Team handlers will insure or provide immediate notification to the SPD Bomb Disposal Unit and begin to jointly coordinate mitigation of the circumstances.

Use of Force Incidents
Incidents that involve the joint use of force by all involved agencies will be investigated jointly at the time of the incident by MTP and/or STP and the local law enforcement agency. All involved agencies will cooperate with each other in a timely manner as allowed by state/local laws and labor union agreements. All agencies will cooperate to provide witness statements, case reports and Use of Force Reports as required by their respective agencies.

D. Accident/Collision Investigations
Mass transit vehicle traffic collision investigations will be conducted by SPD, unless on-scene supervisors/command staff transfers this core responsibility at an incident.

MTP, STP and SPD recognize that occasionally accidents involving transit vehicles may occur. In addition, all agencies recognize a joint interest in investigating these occurrences, the City of Seattle from a jurisdictional view point, and the Transit agencies from a systems wide perspective and a legislative mandate (under RCW 81.112.180).

Collisions Involving Metro Transit Buses and/or Sound Transit Buses
Collision investigations involving Metro Transit Buses and/or Sound Transit buses will be conducted by SPD. In the case of serious injury and/or fatality collisions, Metro Transit Police will provide assistance, if appropriate resources are available. *Sound Transit Buses are operated in King County by Metro Transit, Pierce Transit and Community Transit.

Collisions Involving Sound Transit Light Rail Vehicles (LVRs) and/or Sounder Commuter Rail Trains
The parties agree to work in collaboration on scene together under unified command to ensure thorough investigations are completed while minimizing the operational impact to the transit systems. In utilizing the following guidelines to determine which agency shall have primary responsibility, both parties agree to assist the other as necessary to safely mitigate the incident. This assistance may include joining resources or performing the investigation should the primary agency not have the appropriate resources available. In either case, the agency taking primary shall complete all follow-up work and make available appropriate documentation to the other.

Specifically it is agreed upon that SPD will have primary investigative responsibility/first right of refusal, for investigating accidents under the following circumstances:

- Traffic accidents in the city involving Light Rail Vehicles and Sounder Commuter rail trains at intersecting streets.
- Traffic accidents in the city that originate on the city street and involve the Sound Transit grade level track-way.
- Accidents involving pedestrians in crosswalks.
- Incidents involving pedestrian's trespassing on Sound Transit track-way's who by their actions (either accidentally or intentionally) come into contact with LRVs or Sounder commuter rail trains.

Though SPD has first right of refusal on these incidents it is reasonably expected that should SPD become delayed in their response and STP is on scene, STP may assume the lead on property damage and/or minor injury accidents as deemed appropriate to allow for efficient use of resources and quick return of Transit service.

Further, parties agree STP shall have primary investigative responsibilities/first right of refusal for the following:

- Accidents involving train to train contact on all track-way systems
- Accidents involving ST equipment on all track-way systems

E. Digital Video Recorder / Event Recorder Evidence
Some Metro, and most Sound Transit busses, operated by Metro are equipped with 6-8 cameras each, showing many views of activities on and around the bus connected to on board recording systems providing valuable evidence of the occurrence of events. A Closed Circuit TV Digital Video Recorder (DVR) captures video images facing outside forward from the front of each equipped bus and also inside the passenger area.

This system requires specialized training to recover and safe guard data in preservation of evidence. Therefore, as the owner of the system, parties agree that Metro Transit will recover this data per Metro Security procedures and submit a master copy of this material into evidence. When appropriate, Metro will provide copies of this evidence to SPD investigators at the earliest opportunity but not longer than 48 hours from the time Metro recovers the data.

Light Rail Vehicles are equipped with two on board recording systems providing valuable evidence of the occurrence of events. A Closed Circuit TV Digital Video Recorder captures video images facing outside forward from the front and rear of each LRV and also inside the passenger area of each car. A second system known as an Event Recorder captures computerized data of control inputs and actions of the LRV Operator.
Both of these systems require specialized instruction and training to recover and safe guard data in preservation of evidence. Therefore, as the owner of the system, parties agree that STP Officers will recover this data per STP procedures and submit a master copy of this material into evidence. When appropriate, STP will provide copies of this evidence to SPD Investigators at the earliest opportunity but not longer than 48 hours from the time STP recovers the data.

Some newer Sounder Commuter Rail traction power units (locomotive) are equipped with on board recording systems providing valuable evidence of the occurrence of events. A Closed Circuit TV Digital Video Recorder captures video images facing outside forward from the front of the power unit and also inside the passenger area of each car. A second system known as an Event Recorder captures computerized data of control inputs and actions of the conductor/Operator. Both of these systems require specialized instruction and training to recover and safe guard data in preservation of evidence. Therefore, as the owner of the system, parties agree that STP Officers will recover this data per STP procedures and submit a master copy of this material into evidence. When appropriate, STP will provide copies of this evidence to SPD Investigators at the earliest opportunity but not longer than 48 hours from the time STP recovers the data.

F. Plain Clothes Operations

MTP and STP use plain clothes detectives to conduct operations on buses and trains, as well as other METRO and Sound Transit properties. MTP and STP deputies will wear a clearly visible badge on their belt or on a necklace badge holder whenever they take enforcement action. Plain clothes detectives will wear King County Sheriff's Office raid jackets whenever possible.

Whenever a plain clothes Transit Police unit works an emphasis patrol within the city limits, they will follow the deconfliction guidelines listed in Section B.

SPD will notify MTP and/or STP whenever they work a planned "plain clothes detail" on METRO buses, Sound Transit buses, and Sound Transit Trains and/or transit properties.

G. Crime Analysis

MTP, STP and SPD agree that their respective Crime Analysis personnel will maintain regular contact to be no less than monthly regarding trends and incidents or persons of interest affecting all agencies.

Information Sharing on Criminal Activity:

In many cases, local law enforcement will respond to and assume primary responsibility to investigate criminal activity on transit buses, trains and at transit facilities. It is critical that the MTP and STP gain a full understanding on the scope of criminal activity across the vast system. As part of this agreement, CAU personnel will share UCR/NIBRS crime data for all crimes or incidents occurring or originating on the buses, trains, transit centers and bus shelters, facilities or transit-owned and operated vehicle parking areas of King County Metro service and Sound Transit within the City of Seattle. MTP and STP will have a standing invitation to attend SPD's SeaStat meetings.

H. Command and Control of Major Incidents

A unified command will be established for transit related incidents of a significant nature that involve the use of a command post or ICS, or that involve a large response from either agency within the City of Seattle.

I. Follow-Up Investigations

MTP and STP have several detectives who are responsible for follow-up to incidents that are of a high degree of interest to METRO and/or Sound Transit. MTP and STP agree to notify SPD of their interest in taking follow-up responsibility for a case that would otherwise be handled by the local law enforcement agency.

J. High Profile Special Events

Command and control of special events in which SPD has primary responsibility for planning and response, MTP and STP will be advised of those events that will likely impact the security of transit operations. Where applicable, MTP and/or STP may assist in the event planning and provide mutual aide assistance. When appropriate, representatives of MTP and/or STP will be an active member of the Seattle Police Operations Center (SPOC) during the duration of the event.
MOU Review

The Chief of the Metro Transit Police and the Chief of Sound Transit Police agree to review this MOU with members of the Seattle Police Department annually, and if appropriate have appropriate representatives meet to review the provisions of this memorandum. This memorandum may be amended or supplemented by mutual agreement by the signers or their successors.

Law enforcement responsibilities are defined as directly responding to incidents, traffic collisions, investigations, follow-up, and preparation of legal documents and case filings.

Nothing in this memorandum is to be construed as conflicting with the existing laws, regulations, and prescribed responsibilities applicable to the respective parties hereto.

Kathleen O’Toole
Chief of Police
Seattle Police Department

John Urquhart
King County Sheriff
King County Sheriff’s Office

February 24, 2015
ITEM 13  Transit Policing Model Policy, King County Police Chiefs Association and King County Sheriff’s Office – Metro Transit Police & Sound Transit Police (Feb. 2016)
February 2016

Transit Policing Model Policy Between
King County Police Chiefs Association
And
King County Sheriff’s Office - Metro Transit Police & Sound Transit Police

This Transit Policing Model Policy is by and between the King County Police Chiefs Association (KCPCA) and the King County Sheriff’s Office. It clarifies the responsibilities of each agency regarding the provision of law enforcement services to the portions of the transit systems operated and funded by King County Metro Transit and Sound Transit within municipalities in King County. This document is intended to address protocol for when the transit police agencies interface with local law enforcement agencies within their city boundaries and overall transit system security.

The King County Police Chiefs Association (KCPCA) members represent the municipal law enforcement agencies and are responsible for general law enforcement and traffic enforcement/collision investigation within their respective cities. The Metro Transit Police (MTP) and Sound Transit Police (STP) are contract law enforcement agencies funded by King County Metro Transit and Sound Transit to provide “enhanced” transit policing and security services for passengers, customers and property of Metro, Sound Transit and routes operated by King County Metro Transit and Sound Transit. This “enhanced” service of MTP and STP is not meant as a replacement for local law enforcement with transit security issues, meaning the service that the Metro Transit Police and Sound Transit Police provides is above and beyond a normal service level offered by a respective original jurisdiction agency. Nothing in this agreement is intended to eliminate the responsibility of local law enforcement agencies to respond to dispatch transit related calls for service within the city limits whether the Metro Transit Police and/or Sound Transit Police are available or not. Nothing in this agreement is intended to give anyone legal rights, employment rights, or any other additional rights to recover for claims or injuries alleged to have occurred as a result of the existence of this protocol. The responsibilities of the Metro Transit Police and Sound Transit Police are based upon the Sheriff’s Office statutory powers and the provisions of King County Sheriff’s contractual agreements with King County Metro Transit and/or with Sound Transit.

The King County Police Chiefs Association (KCPCA) acknowledges that the people who live, work and visit within Metropolitan King County and the local Cities have a basic right to protection and security provided by all levels of jurisdictions of law enforcement when they use public transportation. Whether underground or above, a transit system passes through many different neighborhoods within the cities. Security issues will vary depending on the location within the system, time of day or night, as well as a variety of other conditions. This mobile system characteristic and environment requires a systematic approach between the transit police and KCPCA to address both the direct dynamics of transit security and special concerns of transit riders, while maximizing the use of available resources.

In furtherance of this Model Policy, the Sheriff and KCPCA Chiefs of Police agree to the following:

A. Jurisdiction
While all entities understand the concurrent jurisdiction of the King County Sheriff’s Office within the City limits of individual municipalities, for the purposes of this Model Policy, Metro Transit Police will focus primarily on Metro and Sound Transit buses, METRO properties to include bus shelters and stops delineated by curb markings, the Downtown Seattle Transit Tunnel (DSTT), Metro Transit Centers, Metro Park and Ride lots and any other transit properties. Sound Transit Police will focus primarily on Sound Transit Rail Vehicles, Sound Transit properties to include train platforms, guide ways, train corridor right of ways, transit tunnels and any other transit properties. It is understood that, as fully sworn law enforcement officers in the State of Washington, KCSO deputies assigned to the Metro Transit Police and Sound Transit Police are expected to act when they come across criminal activity.

B. Communications
MTP and STP personnel may scan and be able to monitor the appropriate radio "talk group" of the local law enforcement agencies, if needed when operating within the city limits. MTP and STP will de-conflict with the local law enforcement agency whenever an emphasis patrol is to be conducted in King County. Operations Plans, when they exist, may be provided to the local law enforcement agency impacted by a transit operation. An on-duty police supervisor at the affected agency will be notified prior to the event as well, whenever possible. On the day of the operation, MTP and/or STP will contact the appropriate Communications Center and ask that the on-duty supervisor for the affected agency be notified. A contact number for the MTP or STP supervisor running the operation will be provided to the local law enforcement agency.

The King County Sheriff's Office Communication Center will give a courtesy notification to local agency Communications Center anytime MTP or STP responds to a Priority X(Emergency) or 1(High Priority) (as defined by KCSO Communications Center) detail within the respective city limits.

The King County Sheriff's Office Communication Center will notify the local law enforcement agency of all MTP and STP on-view enforcement activity within the city limits when there is a reason to believe that back-up will be needed or media will be interested in such activity.

The local law enforcement Communications Center will give a courtesy notification to the King County Sheriff's Office Communications Center whenever they respond to a transit related call for service. Both agencies will provide timely updated suspect information to each other on any of the events listed above.

C. Incidents
MTP and STP deputies who come across non-transit related criminal activity on transit property or in a transit vehicle, are expected to take initial action. If an incident (with the exception of VUCSA, traffic and drinking offenses) requires follow-up investigation, the local law enforcement agency shall assume jurisdiction over the case. This provision may be overridden if field supervisors from both agencies are in agreement that such a transfer would not be advisable.

On-View Activity—METRO and/or SOUND Transit Property
MTP and STP deputies will be responsible for their own arrests, associated paperwork and follow up investigations for on-view activity that occurs on transit property.

High-Profile Events
Incidents of a significant nature within the city limits, such as armed robberies and homicides, will be worked by the local law enforcement agency. MTP and STP will provide assistance with staffing resources and follow-up.

Bomb/ Suspicious/ Unattended Packages
It is recognized that incidents of suspicious or unattended packages simulating explosive devices (either real or false) are a common occurrence creating challenges to the public transit industry. While ensuring public safety, restoring transit operations in a timely manner is a critical function of a successful policing plan.

In an effort to mitigate the effects of this activity, Metro Transit Police and Sound Transit Police may deploy K-9 Explosives Detection teams to proactively patrol Transit facilities and to immediately address suspicious circumstances.

To this effect, parties agree that upon confirmation of a suspicious item raising reasonable concerns MTP and/or STP K-9 Detection Team handlers will insure or provide timely notification to the local Bomb Disposal Unit and begin to jointly coordinate mitigation of the circumstances.

Use of Force Incidents
Incidents that involve the joint use of force by all involved agencies will be investigated jointly at the time of the incident by MTP and/or STP and the local law enforcement agency. All involved agencies will cooperate with each other in a timely manner as allowed by state/local laws and labor union agreements. All agencies will cooperate to provide witness statements, case reports and Use of Force Reports as required by their respective agencies.

D. Accident/Collision Investigations
Mass transit vehicle traffic collision investigations will be conducted by the local law enforcement agency, unless on-scene supervisors/command staff transfers this core responsibility at an incident.

MTP, STP and local law enforcement recognize that occasionally accidents involving transit vehicles may occur. In addition, all agencies recognize a joint interest in investigating these occurrences, the local law enforcement agency from a jurisdictional view point, and the Transit agencies from a systems wide perspective and a legislative mandate (under RCW 81.112.180).

Collisions involving Metro Transit Buses and/or Sound Transit Buses
Collision investigations involving Metro Transit Buses and/or Sound Transit buses will be conducted by the local law enforcement agency. In case of serious injury and/or fatality collisions, Metro Transit Police will provide assistance, if appropriate resources are available. *Sound Transit Buses are operated under service contracts in King County by Metro Transit, Pierce Transit and Community Transit.

Collisions involving Sound Transit Light Rail Vehicles (LRVs) and/or Sounder Commuter Rail Trains
The parties agree to work in collaboration on scene together under unified command to ensure thorough investigations are completed while minimizing the operational impact to the transit systems. In utilizing the following guidelines to determine which agency shall have primary responsibility, both parties agree to assist the other as necessary to safely mitigate the incident. This assistance may include joining resources or performing the investigation should the primary agency not have the appropriate resources available. In either case, the agency taking primary shall complete all follow-up work and make available appropriate documentation to the other.

Specifically it is agreed upon that local law enforcement will have primary investigative responsibility/first right of refusal, for investigating accidents under the following circumstances:

- Traffic accidents in the city involving Light Rail Vehicles and Sounder Commuter rail trains at intersecting streets.
- Traffic accidents in the city that originate on the city street and involve the Sound Transit grade level track-way.
- Accidents involving pedestrians in crosswalks.
- Incidents involving pedestrian’s trespassing on Sound Transit track-way’s who by their actions (either accidentally or intentionally) come into contact with LRVs or Sounder commuter rail trains.

Though local law enforcement has first right of refusal on these incidents it is reasonably expected that should the jurisdictional law enforcement agency become delayed in their response and STP is on scene, STP may assume the lead on property damage and minor injury accidents as deemed appropriate to allow for efficient use of resources and quick return of Transit service.

Further, parties agree STP shall have primary investigative responsibilities/first right of refusal for the following:

- Accidents involving train to train contact on all track-way systems
- Accidents involving ST equipment on all track-way systems

E. Digital Video Recorder / Event Recorder Evidence
Some Metro, and most Sound Transit buses, operated by Metro are equipped with 6-8 cameras each, showing many views of activities on and around the bus connected to on board recording systems providing valuable evidence of the occurrence of events. A Closed Circuit TV Digital Video Recorder (DVR) captures video images facing outside forward from the front of each equipped bus and also inside the passenger area. This system requires specialized training to recover and safe guard data in preservation of evidence. Therefore, as the owner of the system, parties agree that Metro Transit will recover this data per Metro Security procedures and submit a master copy of this material into evidence. When appropriate, Metro will provide copies of this evidence to the jurisdictional law enforcement agency investigators at the earliest opportunity but not longer than 48 hours from the time Metro recovers the data.

Light Rail Vehicles are equipped with two on board recording systems providing valuable evidence of the occurrence of events. A Closed Circuit TV Digital Video Recorder captures video images facing outside forward from the front and rear of each LRV and also inside the passenger area of each car. A second system known as an Event Recorder captures computerized data of control inputs and actions of the LRV Operator.
Both of these systems require specialized instruction and training to recover and safe guard data in preservation of evidence. Therefore, as the owner of the system, parties agree that STP Officers will recover this data per STP procedures and submit a master copy of this material into evidence. When appropriate, STP will provide copies of evidence to local law enforcement investigators at the earliest opportunity but not longer than 48 hours from the time STP recovers the data.

Some newer Sounder Commuter Rail traction power units (locomotive) are equipped with on board recording systems providing valuable evidence of the occurrence of events. A Closed Circuit TV Digital Video Recorder captures video images facing outside forward from the front of the power unit and also inside the passenger area of each car. A second system known as an Event Recorder captures computerized data of control inputs and actions of the conductor/Operator. Both of these systems require specialized instruction and training to recover and safe guard data in preservation of evidence. Therefore, as the owner of the system, parties agree that STP Officers will recover this data per STP procedures and submit a master copy of this material into evidence. When appropriate, STP will provide copies of evidence to local law enforcement investigators at the earliest opportunity but not longer than 48 hours from the time STP recovers the data.

F. Plain Clothes Operations
MTP and STP use plain clothes detectives to conduct operations on buses and trains, as well as other METRO and Sound Transit properties. MTP and STP deputies will wear a clearly visible badge on their belt or on a necklace badge holder whenever they take enforcement action. Plain clothes detectives will wear King County Sheriff’s Office raid jackets whenever possible.

Whenever a plain clothes Transit Police unit works an emphasis patrol within the city limits, they will follow the deconfliction guidelines listed in Section B.

Local law enforcement will notify MTP and/or STP whenever they work a planned “plain clothes detail” on METRO buses, Sound Transit buses, and Sound Transit Trains and/or transit properties.

G. Crime Analysis
MTP, STP and local law enforcement agree that their respective Crime Analysis personnel will maintain regular contact to be no less than quarterly regarding trends and incidents or persons of interest affecting all agencies.

Information Sharing on Criminal Activity:
In many cases, local law enforcement will respond to and assume primary responsibility to investigate criminal activity on transit buses, trains and at transit facilities. It is critical that the MTP and STP gain a full understanding on the scope of criminal activity across the vast system. As part of this model policy, Crime Analyst Unit personnel will share UCR/NIBRS crime data for all crimes or incidents occurring or originating on the buses, trains, transit centers and bus shelters, facilities or transit-owned and operated vehicle parking areas of King County Metro service and Sound Transit within local municipalities.

H. Command and Control of Major Incidents
A unified command will be established for transit related incidents of a significant nature that involve the use of a command post or ICS, or that involve a large response from either agency within local municipalities when it involves mass transit security.

I. Follow-Up Investigations
MTP and STP have several detectives who are responsible for follow-up to incidents that are of a high degree of interest to METRO and/or Sound Transit. MTP and STP agree to notify local law enforcement of their interest in taking follow-up responsibility for a case that would otherwise be handled by the local law enforcement agency.

J. High Profile Special Events
Command and control of special events in which local law enforcement has primary responsibility for planning and response, MTP and STP will be advised of those events that will likely impact the security of transit operations. Where applicable, MTP and/or STP may assist in the event planning and provide mutual aide assistance.
Model Policy Review
The Chief of the Metro Transit Police and the Chief of the Sound Transit Police agree to review this Model Policy with members of the King County Police Chiefs Association. This Model Policy may be amended by mutual agreement.

Nothing in this Model Policy is to be construed as conflicting with the existing laws, regulations, and prescribed responsibilities applicable to the respective parties hereto.

Adopted "Transit Policing" Model Policy
King County Police Chiefs Association (KCPCA)
February 11, 2016
King County Metro Transit

ITEM 14  Transit Resource Officer, Standard Operating Procedures
          (Sept. 1, 2017)
6.0 Transit Resource Officer

The Mission of the Transit Resource Officer is to provide quality, professional law enforcement services, tailored to a transit region to improve quality of life and public safety. The objective for Transit Resource Officers is to improve Metro Transit security through problem solving and community oriented policing techniques.

The focus and direction for Transit Resource Officers will be at the discretion of the Metro Transit Police Chief. The selection of special projects or problem emphasis will be through a team approach involving the Transit Resource Officer, the Transit Resource Officer Sergeant, the Transit Resource Officer Captain and the Chief of Metro Transit Police. The chosen direction will be based upon information and input from the unique service population for the assigned transit region.

6.1 Transit Community Policing Philosophy

It is the expectation of Metro Transit Police administration that Transit Resource Officers approach their work with a transit community policing philosophy.

Transit Community policing is a philosophy of policing based on the concept that police officers and, transit employees and transit customers working together in creative ways can help solve contemporary transit security problems related to crime, fear of crime, social and physical disorder and transit system decay. The philosophy is predicated on the belief that achieving these goals requires that police departments develop a new relationship with people in the community, allowing them greater voice in setting local priorities, and involving them in efforts to improve the overall quality of life on mass transit. It shifts the focus of police work from handling random calls to solving problems.

6.2 Organization

Transit Resource Officers are assigned as part of the Metro Transit Police staff. They are supervised by the Detective Sergeant and assigned by the Precinct Commander.

6.3 Transit Resource Officer Minimum Qualifications/Assignment of Personnel

- Assignment as a Transit Resource Officer will be made through the process of application open to all qualified department personnel. The process will be determined by the Metro Transit Police Chief.
• Potential Transit Resource Officer Applicants must have a minimum of two years of police experience. The applicant may petition the Metro Transit Police Chief to waive the two-year minimum requirement. Applicants shall petition for the waiver by way of an Officer’s Report directed through the Chain of Command to the Chief.

• Applicants must have experience working in a transit environment.

• Applicants must have good communication skills, both verbal and written.

• Applicants must understand and be willing to implement the philosophy of Transit Community Oriented Policing in the mass transit environment.

• Applicants must place a high degree of importance upon working in partnership with transit employees, partner agencies and transit riders.

• Newly assigned Transit Resource Officers should spend one week in training with a current Transit Resource Officer, preferably the out-going Transit Resource Officer.

• Normal assignments in the Unit will be a minimum of 2 years but this does not preclude removal where there is documented unsatisfactory performance.

6.4 Training and Professional Memberships

• As time and resources allow, assigned personnel will be offered training associated with crime prevention, CPTED, public speaking, and other skills that will help facilitate a community oriented approach to solving problems in the transit environment.

• Membership in professional organizations provides a forum for exchange of information between regional Transit Resource Officers and provides a network of contacts with transit security specialists. It is considered an element of training.

• Attendance at meeting and seminars sponsored by these organizations is encouraged as part of the ongoing training program to keep Transit Resource Officers current in their specialty of transit policing.

6.5 Appearance/Equipment/Uniform

• Transit Resource Officers will maintain all required uniform equipment.

• Transit Resource Officers will work in a department approved uniform including leather/nylon gear and firearms in the event they are called upon to perform a function requiring uniform patrol appearance.

• Transit Resource Officers will conform to all department manual requirements on appearance and grooming appropriate for uniform patrol personnel.

• Transit Resource Officers will monitor their police radio at all times if in the field or in their office.

• Transit Resource Officers will notify radio of their attendance at meetings, lengthy business contacts, training sessions or other department business.

Page 2 Revised 03/13/2020
• Transit Resource Officers will monitor their department issued cell phone if in a meeting where their police radio must be turned down.

• The Administrative Captain will designate appropriate vehicles for use by the Transit Resource Officers which will be a marked patrol vehicle.

• All department regulations pertaining to modification of department equipment will apply. Vehicles will be kept serviced and in good working condition.

• Vehicles shall not be used for non-department activities.

6.6 Report Writing and Documentation

• Every investigative activity whether by assignment or self-initiated, will be logged into IRIS via Incident Report, Follow Up or Log Entry. Reports will be completed at the end of shift whenever possible. If field follow-up is necessary, then a report can be held over to finish collecting the needed information with the approval of the supervisor. Officers will use all available resources and techniques to ensure their reports are complete and as technically correct as possible.

• All cases, assignments and investigations will be completed as soon as practical except with supervisor’s approval.

• Transit Resource Officers will meet all due dates unless given specific approval for extension by the CIU Sergeant.

• A log sheet of all contacts and activities in a format designated by the department will be properly maintained and current.

• A Quarterly Statistical report due monthly.

• Transit Resource Officer may be assigned a variety of Projects and Programs

6.7 General Responsibilities

Officers assigned to the Transit Resource Officers will:

• Work to reduce crime or the fear of crime on Metro coaches and at transit facilities.

• Work with patrol in targeting and solving specific transit problems.

• Regularly attend the Base Security Committees that have bases that provide transit service in assigned patrol sector.

• Inform and educate the riders with the goal of building community relationships.

• Coordinate with other agencies, sharing information to reduce crime and the fear of crime at transit facilities and on Metro coaches

• Check and respond to email and voicemail daily.

• Answer telephones and correspondence pertaining to the assigned transit region.

Page 3 Revised 03/13/2020
• Assist patrol in responding quickly to serious in-progress crimes.

• Work in partnerships with the transit community to develop community based responses to problems associated with Metro transit activities.

• Evaluate and prioritize assigned or self-initiated projects.

• Use all available resources to successfully conclude problem solving projects, including using non-traditional methods. This will include monitoring and interfacing with patrol problem solving efforts/projects and providing whatever assistance is needed to bring them to closure.

• Attend one regularly scheduled MTP roll call session per week.

• Attend training classes and sessions when scheduled. Share knowledge of transit crime and disorder enforcement with partner law enforcement officers and agencies.

• Attend detective and crime analysis meetings in the assigned transit region. Be prepared to brief attendees on your activities throughout the month, including a status report of current Problem Solving Projects.

• Read applicable crime information bulletins, General Information Bulletins, notices, and memos put out by relevant department units.

• Read applicable Crime Analysis Bulletins and reports from surrounding agencies.

• Conduct an on-going education in the form of communication with other members of the department. Education will show off the efforts of the Transit Resource Officer to reduce crime and the fear of crime in the designated transit region and will serve to create a positive working relationship between the Transit Resource Officer, Patrol and Detectives. Transit Resource Officers will post statistics, newsletters, current Problem Solving Projects and share experience and provide advice about how Transit Resource Officers are best used. Specific strategies will be agreed upon by the Sergeant and Transit Resource Officers.

• Complete a quarterly statistics data sheet in a timely manner and forward to the Transit Resource Officer Sergeant.

• As necessary, provide presentations regarding the Transit Resource Officer Position and responsibilities as well as crime and disorder issues affecting communities.

• Officers will comply with all Federal and State Laws, Constitution, legal procedures, and department manual provisions.

• Transit Resource Officer Meetings will be held at the discretion of the Metro Transit Police Chief and will include a Captain, Transit Resource Officer Sergeant, and the Transit Resource Officers.

• Transit Resource Officers will notify their supervisor of significant events that will occur in their transit Sector. The Transit Resource Officer and Sergeant will decide if the event is one that should be attended by the Transit Resource Officer and will work together to identify additional resources/attendees as appropriate.
6.8 Work Schedule

- Transit Resource Officers will work a ten-hour shift in accordance with the Collective Bargaining Agreement. This will generally coincide with peak rider time-frames.

- Transit Resource Officers will notify the Sergeant of any planned or unplanned absences.

- Due to the complexity of the Transit Resource Officers work, shift schedules and hours may be flexible, per the CBA. Work hours may vary due to meetings and events. On occasion, Officers will receive short notice of work schedule changes. Every effort will be made by the supervisor to give notice before the special assignment.

- Prior approval by the Transit Resource Officer Sergeant will be required, to flex or adjust a shift.

6.9 Transit Resource Officer Supervisor Roles and Responsibilities

The Transit Resource Officer Sergeant will be assigned by the Chief of Metro Transit Police and will be directly supervised by a Captain when applicable. The following is a list of Roles and Responsibilities for the appointed Transit Resource Officer Sergeant.

The Transit Resource Officer Sergeant will:

- Be familiar with the Transit Resource Officer Standard Operating Procedure (S.O.P) and the individual guidelines for transit regions.

- Provide direction and mentoring for the Transit Resource Officer. This can be in the form of a verbal conference and/or can include written goals, training needed, or coaching/counseling provided.

- Maintain professional and productive communication with all assigned Transit Resource Officers.

- Oversee and ensure the sharing of information between the Transit Resource Officers and other Metro personnel. This information sharing is for the purpose of team building, cooperation, and problem solving.

- Recommend and draft revisions to the S.O.P. as necessary to meet needs of the Transit Resource Officer Program and Transit Resource Officers.

- Provide daily supervision to all Transit Resource Officers assigned to Metro Transit Police regardless of the Transit Resource Officer’s shift assignment. This includes maintaining daily attendance records and approving vacation and Comp-Time requests.

- Review and approve all non-patrol requests for overtime, generated by Transit Resource Officers.

- Ensure that Transit Resource Officers complete weekly and quarterly reports. Unless otherwise directed, forward the quarterly reports through the chain of command to the Metro Transit Police Chief on or before the due date.

- Meet with Metro Transit Police Command Staff as requested to report the status of projects, Metro events or specific needs of the transit region.

- Route weekly logs through the Transit Resource Officer Captain for informational purposes.
- Ensure that Transit Resource Officers receive the proper training to perform their duties.

- Ensure that all Transit Resource Officer Program initiatives follow the department S.O.P. and G.O.M. and are in the best interests of Metro Transit Police and the Sheriff's Office.

- Evaluate all requests for assistance by Transit Resource Officers for transit problem solving projects. The Supervisor will use all reasonable and available resources to assist the Transit Resource Officer in successfully concluding problem solving projects.

Appendices:

The focus and direction of individual Transit Resource Officers will be at the discretion of the Metro Transit Police Chief. The direction will be based upon information and desire from the unique service population of each transit region. Transit Resource Officers may be directed to initiate, coordinate or implement, any of the programs listed below.

This list is not intended to be all-inclusive, nor is it the intent of the Metro Police Command staff that each Transit Resource Office makes every program listed a priority. These projects and activities will be used as deemed appropriate by Metro Transit Police administration.

Community Meetings (See Appendix-1)

Transit Facility Safety Surveys (See Appendix-2)

Crime Prevention activity (See Appendix-3)

Coach Operator Safety Contact (See Appendix-4)

Crime prevention information/pamphlet distribution (See Appendix-5)

Transit safety newsletter distribution (See Appendix-6)

Transit Security Alert Letter distribution (See Appendix-7)

Crime Trend Meeting Participation (See Appendix-8)

Metro Transit Security Meeting Participation (See Appendix 9)

Roll Call Attendance (See Appendix 10)

Partner Agency Assist (See Appendix-11)
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# KING COUNTY SHERIFF'S OFFICE
## TRANSIT RESOURCE OFFICER'S STATISTICAL REPORT

To: Metro Transit Chief of Police

From: __________ Transit Region

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<th>Current Period</th>
<th>Current: Year To Date</th>
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<td>Community Meeting Attended</td>
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<td>Transit Facility Safety Survey</td>
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<td>Transit Rider Contacts</td>
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<td>Coach Operator Contact</td>
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<td>Transit Facility Security Surveys</td>
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<tr>
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<td>Crime Trends Meetings Attended</td>
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<td>Metro Meetings Attended</td>
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<td>Roll Call Attended</td>
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<td>Enforcement Actions Taken</td>
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**Narrative Section**

A. Highlights and significant activities during the reporting period.

B. Problems encountered during the reporting period.

C. Significant future activities
Appendix 1

Community Meetings

Purpose:
The purpose of community meetings is to build a positive relationship between citizens and their police department. They are held for a variety of reasons and will often occur following a notable or publicized public safety event that generates concern for safety. Transit Resource Officers have the flexibility to attend, organize and participate in relevant community meetings that have an impact on Metro Transit or rider safety concerns. The goals of meeting participation will vary depending on the topic and circumstances generating the meeting. An officer may inform, educate or simply listen to concerns.

Methodology:
The methodology will vary depending on the type of meeting. Common themes may be rider safety topics, concerns about a particular transit related crime or community initiatives such as National Night Out. The transit resource officer may be expected to answer questions, listen to concerns or provide education and information on a variety of law enforcement topics. In the event of politically sensitive subject the Transit Resource Officer should coordinate talking points with their Sergeant or the Administrative Captain. The goals should be building community trust, open lines of communication and work toward police legitimacy.

Personnel/Participants:
The participants will typically be Transit Resource Officers and citizen groups with transit safety concerns.

Supplies:
Notes with talking points
Crime prevention brochures and pamphlets
Information on crimes or police procedures
Referral information
Appendix 2

Transit Facility Safety Survey

Purpose:
The purpose of a Transit Facility Station Survey is to make recommendations on infrastructure, equipment and policies designed to make facilities safer for transit employees and transit riders.

Methodology:
A Transit Resource Officer with training in crime prevention techniques and crime prevention through environmental design will evaluate facilities design and work procedures with the goal of making them safer for transit employees and riders. This may include alterations in work procedures and practices, changes to physical layout and structure or suggestions for hardening to location against criminal activity. The result should be a memo with the suggested safety improvements through the chain of command. The survey shall be completed when requested by Metro Transit. Transit Resource Officer should have training in CPTED and Crime prevention to perform this service. This may also be a component of planning for new or remodeled facilities.

Personnel / Participants:
Transit Employees

Supplies:
Materials provided in crime prevention training.

Notes from site surveys

Memo outlining potential safety and crime prevention improvements.
Appendix 3

Transit Rider Contacts

Purpose:
Social contacts with citizens by uniformed patrol officers have long been an effective policing technique. Contacting riders can result in informal crime prevention education, criminal intelligence gathering, service referrals and will often build trust and confidence in the police organization. The presence of an office in the community is also a strong deterrence to criminal activity occurring.

Methodology:
The Transit Resource Officer can contact citizens at bus shelters, transit centers or on coaches as they load and unload at various stops.

Personnel / Participants:
Transit Resource Officer and citizens.

Supplies:
Standard patrol Equipment
Appendix 4

Coach Operator Contacts

**Purpose:**

Coach Operator contacts serve to increase the sense of security for the operator. It will help to develop a positive working relationship between the police and transit operators. This relationship will help build police awareness of problems and issues impacting the quality of life for operators and result in useful criminal intelligence.

**Methodology:**

Transit Resource Officers have many opportunities to interact with coach operators. This can be a quick contact at a bus shelter or more involved contacts at transit facilities. The operator should be informed that we are checking on them to make sure everything is ok and further conversation or discussion is at the discretion of both parties.

**Personnel / Participants:**

Transit Resource Officers and Metro Coach Operators.

**Supplies:**

Standard patrol equipment.
Appendix 5

Pamphlets

Purpose:
Transit Resource Officers may have need to distribute crime prevention information at a location impacted by a crime series. This may be information, for example, warning of leaving valuable information in your vehicle while parked at park n ride. It may be information on proper bus riding conduct with the goal of educating and informing transit riders.

Methodology:
Available pamphlets are collected and distributed in the transit location impacted by the crime or disorder concern. It may be necessary to create and publish a pamphlet or distribute pamphlets already published.

Personnel / Participants:
Transit Resource Officers and citizens impacted by crime and disorder concerns.

Supplies:
Pamphlets and Master Pamphlet list
Appendix 6

Newsletters and Security Alerts

**Purpose:**

To provide operators with crime news, information and security and safety alerts with the goal of improving safety and security. This may contain information regarding crimes series, crime prevention tips, and updates on security procedures or information about safety and security. A better informed and aware transit community may result in criminal intelligence, reduced crime rates and better working environment.

**Methodology:**

There are many ways to produce an effective newsletter. It may contain crime statistics, crime prevention tips or information on recent crimes. The newsletter may have tips on personal security and awareness and reminders on procedures to follow in the event of a security incident.

**Personnel / Participants:**

Transit Resource Officer, Crime analysts, Metro Transit employees

**Supplies:**

Criminal Justice information

Computer publishing software
Appendix 7

Crime Trends Meetings

Purpose:
The objective of the crime trends meeting is to provide the Metro Police administration with information necessary to effectively allocate resources. This monthly meeting will consist of the Precinct Commander, the Crime Analysis Officer, the Detective Sergeant, the Street Crimes Unit Sergeant, the Transit Resource Officer and a representative of Metro Transit Security. This meeting will provide a forum for the Precinct Commander and his or her staff to receive direct input in all crime trends occurring within the transit region.

An important aspect of the crime trends meeting process is the commitment to respond to whatever crime trend is appearing within the transit region and to effectively allocate all available precinct resources to the elimination of that trend. The Crime Trends meeting forum allows the Precinct Commander to act directly in response to Crime Analysis Unit and Transit Resource Officer Input. An ancillary and extremely beneficial aspect of the meeting is the coordination that occurs between units and the resource allocation process.

Methodology:
The Crime Trends meeting concept is essential to a problem-solving project model. The problem solving concept holds that Precinct resources are available to be directed to successfully addressing whatever crime problem is current and pressing within the geographic area of the Precinct. Alternative solutions to crime trends identified are often identified at the Crime Trends meetings and the most viable of those solutions may be incorporated into a problem solving project mission on the appropriate problem solving forms and assigned for implementation by any combination of Precinct resources.

Personnel / Participants:
Metro Transit Chief, the Crime Analysis Officer, the Detective Sergeant, the Street Crimes Unit Sergeant, Transit Resource Officer, interested Metro Transit personnel.

Supplies:
Problem solving project report forms
Appendix 8

Metro Transit Meetings

Purpose:

The goal of attending and participating in Metro Transit meetings is to communicate and coordinate transit policing activities and problems solving efforts with the larger Metro Transit organization. This is an opportunity to share current activities and projects underway to address ongoing problems and to listen to concerns from Metro Transit employees.

Methodology:

Transit Resource Officers will attend any applicable Metro Transit meeting where problems, crime concerns or security issues will be discussed. The Transit Resource Officer may present information on current Problem Solving Activities and efforts to address crime and disorder issues in their assigned transit region. The Transit Resource Officer is also afforded the opportunity to listen to concerns that may be held by Metro Transit and work to formulate solutions. These meetings are an opportunity to communicate and coordinate with Metro Transit and develop productive working relationships.

Personnel / Participants:

Transit Resource Officers, Research and Planning Unit, Crime Analysis Unit, Detectives and Detective Sergeants, Metro Transit Police Administration

Supplies:

Applicable data, paper, Computer tools
Appendix 9

Roll Calls

**Purpose:**
Transit Resource Officers should make efforts to establish relationships with patrol officers working in the assigned transit area. Roll calls provide an excellent opportunity to exchange information about problems occurring at transit facilities and on routes located in patrol officers assigned districts. Transit Resource Officers are encouraged to develop relationships with patrol officers working in non-contract cities located in their assigned transit region. The goal is to establish positive communication, listen to concerns about transit facilities and provide information about Metro Transit Police deployment capabilities and limitations.

**Methodology:**
Transit Resource Officers should attend weekly roll calls with an attempt to attend those of different squads and shifts when possible.

**Personnel / Participants:**
Transit Resource Officer and Patrol Officers, Patrol Deputies and Sergeants

**Supplies:**
Standard patrol equipment.
Appendix 10
Enforcement Action

Purpose:
Conducting enforcement activity in and around transit facilities should be considered a core activity. Enforcement action should be considered a routine activity for a Transit Resource Officer and a constructive way to develop a working relationship with regional law enforcement partners.

Methodology:
Routine traffic stops, social contacts and on-view arrests are an important part of maintaining law and order at transit facilities and on Metro Transit vehicles. This is largely the same as standard Metro Transit Police routine activity but may be more directed by on-going problem solving activity. Transit Resource Officers should be familiar with and abide by inter-local policing agreements with regional city police departments.

Personnel / Participants:
Transit Resource Officers, Patrol Officers and Deputies

Supplies:
Standard patrol Equipment
ITEM 15  Fare Enforcement Operations, Standard Operating Procedures
April 1, 2010)
Fare Enforcement Operations
Standard Operating Procedures

Prepared/Revised by:
Del. Woody Garrison and Sergeant Tom Flanagan; Captain C. Cole/Captain Butschl
Reviewed by All Captain Moneil (No Updates) FY 2020

Approved by:
Major Jutila

Subject:
Fare Enforcement Operations

Issue Date: April 2010
Effective Date: April 1st, 2010
Reviewed Date: March 13, 2020

The Metro Transit Police Deputies are authorized to conduct fare enforcement investigations, however, this function is primarily handled by Fare Enforcement Officers. Fare enforcement Officers are Securitas contract employees that are managed by Metro Transit Personnel working out of the security Section of Metro Transit. Metro transit Police are tasked with providing support to the Fare Enforcement Officers upon request. This primarily occurs when the identity of suspected fare evader cannot be established or when safety concerns are present.

The following procedures are included as reference for Metro Transit Police Deputies who may be tasked with handling a fare evasion investigation.

12.0 Purpose
The purpose of this SOP is to help Metro Transit Police Deputies identify the preferred method of detecting fare evasion and the best practices for enforcing fare policy so as to maximize both the safety of Metro employees and the collection of appropriate fare.

12.2 How Fare is Paid / Collected

Fare Box
The fare box is mounted on a stand between the driver’s seat and the front passenger door. It accepts cash, coin, tokens and tickets. It also has a pass reader allowing it to read the magnetically encoded stripes on the back of plastic passes.

Affixed to this box is a placard, placed there by the operator, indicating the appropriate fare and when it is payable.

ORCA Reader
Available on all buses, this new reader is affixed to a metal rail near the fare box. Passengers paying by ORCA card tap their card against the reader allowing the reader to detect their card and determine whether or not it is valid for fare. An ORCA Card cannot be used as a ‘flash’ pass.

Pay When Entering
Fare is most commonly paid when a passenger enters the bus via the front door and encounters a fare collection box/ORCA reader bearing a placard indicating the amount of the fare owed. This is always true of every route/run that does not originate in the ride free area of Seattle between 0600 and 1900 hours.
Pay When Leaving
The ride free area no longer exists. Passengers should pay fare as they enter the coach.
Passengers who refuse to pay fare upon entering the coach may be issued a notice of infraction for failure to pay fare under RCW 35.58.580. Repeat offenders within one year may be cited for Theft 3, if the offender is an adult and meets the requirements under RCW 35.58.

RCW 35.58.590

Public transportation fares—Powers of law enforcement authorities.
RCW 35.58.580 and 35.58.585 do not prevent law enforcement authorities from prosecuting for theft, trespass, or other charges by any individual who:
(1) Fails to pay the required fare on more than one occasion within a twelve-month period;
(2) Fails to timely select one of the options for responding to the notice of civil infraction after receiving a statement of the options for responding to the notice of infraction and the procedures necessary to exercise these options; or
(3) Fails to depart the bus or other mode of public transportation when requested to do so by a person designated to monitor fare payment.
[ 2008 c 123 § 3.]

Fare Media
Fare can be paid using any of the following:

- Cash/coin
- Transfers
- Coupons
- Stickers on plastic cards
- Cards with magnetic strips that can be swiped through or tapped upon a reader
  (i.e., ORCA or Flexpass)

(See the 'Fares and Passes Payment' section of the current copy of "The Book" for pictures and further details on the various types of fare media.)

Orca Cards
ORCA cards are purchased by transit customers from several local transit agencies and are good for fare throughout the systems of the participating transit agencies. Since ORCA cards can be used on several transit systems the funds paid for the cards are distributed to each of the transit agencies based on the percentage of trips for which the card is used within each system.

Therefore, customers who use ORCA customers must swipe/scan their ORCA card every time they board a Metro Transit conveyance. Depending on where they board, tapping/swiping can be done either on the passenger platform prior to boarding or at the front of the bus during boarding.

Customers can load cash value into their ORCA e-purse, electronically or pay a fixed amount that allows for unlimited use of the card for a fixed period of time.

The ORCA system automatically determines the correct fare and determines if the card is being used as a pass or an e-purse. The display screen at the card reader/terminal informs the customer of the fare they have paid. The terminal/card reader also creates an audible signal. One signal lets the customer know that it has accepted the ORCA card for fare. A different signal sounds if the e-purse had insufficient funds to cover the current fare.

Information detailing the transaction is instantly recorded in the system. The customer's ORCA card can subsequently be electronically interrogated using a hand held fare reader during an on-
board inspection to determine whether or not the customer scanned their card and thus paid their full bus fare.

12.3 Operator Responsibilities
Per "The Book" fare collection is one of the responsibilities of the coach operator. They are instructed to ask once for the fare if they feel it is safe to do so. They are not taught or instructed to give tacit or implicit permission to anyone to cheat the fare.

12.4 Tactics used by Fare Evaders
Fare evasion techniques generally fall into three categories:

- Simple deceptions
- Pleading and cajoling
- Threats and intimidation

Simple Deceptions
The deception techniques that fare evaders usually rely upon are those that depend upon the driver being too rushed, distracted, or complacent to notice the deception.

Transfer Evasion Techniques

- Folded Transfers
  Evader flashes an expired transfer that is folded so that the tear-off time at the bottom of the transfer is not visible

- Thumb-overs
  Evader flashes the transfer with his thumb over the large alpha character

- Transfer Collection
  The evader boards and asks the Operator for a moment to retrieve his transfer; the evader checks the driver's transfer pad (situated near the fare box) to determine the correct color and letter of the day; the evader sits and retrieves from his collection of old transfers, (usually sorted by color and within color by alpha character) a transfer that will pass for valid; the evader shows this transfer to the operator then again takes his seat and re-files his fraudulent transfer for future use.

- Pass backs
  Two evaders working together, board the bus. The first evader shows a valid transfer or pays one fare and receives a valid transfer. The first evader walks toward the back of the bus and furtively passes back the same transfer to the second evader. The second evader shows the same transfer to the Operator as if he had it the whole time. This is difficult for the Operator to see but fairly easy for the plainclothes deputy to see.

- If you are in doubt, ask to see the transfer and compare it to the remaining transfers on the driver's pad. The transfers are serial numbered and if the transfer is from the same series as that on the driver's pad you know it was just issued and that the subject did NOT have it prior to boarding.

Swipe Pass/ORCA Card Evasion Techniques

- Flash only
Fare evader quickly flashes a fake or expired swipe pass to the driver instead of swiping it. The evader walks to the back of the bus where he may or may not be confronted by the Operator.

Note: When a fake or expired Flexpass is swiped, the card reader emits a warble rather than a beep.

- **Swiping an expired Flexpass**
  Evader swipes the expired or fake pass, gets a warble or no tone, then ignores the driver and walks to the back of the bus.

- **Flash / Pass-Back**
  Two evaders working together, board the bus. The first evader has a valid swipe pass. The first evader flashes the valid pass without swiping it. The first evader moves toward the back of the bus and furtively passes the same card to the second evader. The second evader swipes the pass and gets the good beep. Again, this is hard for the driver to see but easy for the plainclothes deputy to see.

Note: A swipe card can only be used in a fare box one time per trip, both parties to this evasion technique cannot swipe the card though the reader. Both are fare evaders.

**Pleading and Cajoling Evasion Techniques**

Some evaders begin by using this technique. Others resort to it when their original deception technique fails. It usually involves a list of excuses and/or promises to pay, next time. Because this dialogue takes time at the fare box, it is fairly easy to spot.

Note: If you see this evasion technique, try not to intervene unless the conversation escalates toward violence. Instead, wait until either the evader pays, de-boards, or ignores the operator and takes his seat. Listen closely to what the Operator says to the evader. If the Operator says anything to the evader that constitutes permission to ride without paying, you will likely be unable to meet the elements of the infraction/crime. It will help your case if you monitor the evader long enough to confirm that he is not looking for fare on his person or trying to borrow it. It will also help your case if enough time has elapsed for the bus to have continued along its route. Keep in mind that if the evader remains up at the fare box and significantly delays the operation of the bus along its route, you may have the additional charge of delaying the bus – RCW 9.91.025(h).

**Intimidation Evasion Techniques**

Some evaders may initially try deception or pleading to evade the fare. When confronted or detected and denied a free ride, become aggressive up to the point of being threatening and assaultive. These would be crimes above and beyond the fare evasion.

### 12.5 Fare Evasion Enforcement Techniques

**Uniformed Deputies – Standing near fare box**

One or more uniformed deputies board the bus, stand near the driver / fare box and insist on seeing the proper payment of every fare. All those unable to pay fare are immediately removed before an actual fare evasion occurs. This option may require a follower car if outside the CBD.

**Uniformed Deputy – Seated up front**

Uniformed deputy boards the bus at the start of the route and takes the right/front passenger seat. This allows him to see everyone who boards and their interaction with both the fare box and the driver. Fare evaders, who are very focused on their attempt to evade the fare rarely notice the seated uniformed officer even after they are done with the fare process and are walking back to
take their seat. This option also usually requires the use of a follower car and/or a second deputy on the bus for safety.

Undercover (U/C) Detective Rides
See MTP SOP 5, Section 5 "Covert Bus Rides"

Transit Center De-boarding Contacts
Uniformed deputies or U/C detectives in raid jackets contact buses operating in the 'Pay-When-Leaving-mode as they pull into the major transit centers. Deputies enter the bus immediately as it pulls into the Transit Center. Deputies stand near the fare box to monitor every fare transaction as every person de-boards via the front door. Deputies may find it useful to board one or two stops prior to the terminal and ride standing at the fare box to monitor de-boarders.

12.6 Fare Enforcement Paperwork for MTP

IRIS Entries
All fare evasions are to be entered into IRIS as follows:

Event type: Select 'Ticket' if first fare evasion within the last 12 months
Select 'Incident' if second or subsequent fare evasion within the last 12 months

FCR: 604

Disposition: Select 'J' if first evasion in last 12 months
Select 'H' if second or subsequent fare evasion within the last 12 months

Address: Nearest cross-street to where the evasion actually occurs

Bus/Area: Metro Transit Route xxx / Coach xxxx

Metro: Yes

List the operator as a witness and state what he/she will testify to.

Add the operator's SIR (or actual statement) as a HW document.

Narrative - Background and Context
Remember that many if not most judges, prosecutors, defense attorneys and jurors have only the vaguest knowledge of how a transit system works. So, when you are writing your case report narrative you will have to establish the background and context for the reader to a much greater extent than you would for a typical theft or shoplifting case.

Suspension Notices
While checking the subject for wants/warrants also have radio check for the fare evader's name on the current suspension list.

Confirm the dates of fare evasion suspensions occurring within the last 12 months
Suspension notices may currently only be issued for crimes against a person.
Give the fare evader his copy of the Suspension Notice at the scene.
File the suspension notice in accordance with the current suspension notice policy.
Notice of Infraction
If the incidence of fare evasion is the first for this offender within a 12 month period, issue an NOI (RCW 35.58.580; $124), via Shoreline Courthouse.

Criminal Violation
If the incidence of fare evasion is the second or subsequent for this offender within a 12 month period the IRIS case is written as follows:

Case title: 604 / Fare Evasion
Suspect charge code: 294 / Larceny NSC-250
Criminal charge: Theft (Services) in the 3rd degree - RCW 9A.56.050.

Deputy / Detective Discretion
Nothing in this policy precludes the deputy / detective from exercising reasonable discretion when enforcing fare.

12.7 Addressing Potential Legal Issues
If a fare evasion occurs in your presence then you may enforce it by issuing either an NOI, for the first fare evasion violation within twelve months, or writing a criminal case if it is a second or subsequent fare evasion within twelve months.

If you do not witness the violation but rather are notified by a witness (Operator) who can point out the subject:

- Contact and ID the subject gathering enough info to complete a case;
- Try to obtain a witness statement from the Operator or another witness;
- If you do not have time for a statement, note exactly what they will testify to and include this in the narrative of your case.
- Complete the NOI, IRIS case report, and statement(s) then send them to the court via the ‘investigation’ process. The court will ‘issue’ the NOI via mail.

In either event, you have taken an enforcement action which allows you to issue the appropriate suspension notice at the scene.

12.8 Fare Enforcement Officers (Securitas)
KC Metro contracts with “Securitas” to provide Fare Enforcement Officers (FEOs) to ride designated routes for the purpose of enforcing fare payment and providing customer service. Currently, FEOs are assigned only to Rapid Ride coaches, which provide customers with proof of payment.

Fare Enforcement Officer Field Tactics
Fare Enforcement Officers work in teams of two to:

- Ask Rapid Ride passengers to show their proof of payment (transfer, Orca card, swipe pass, etc)
- Ask for identification of fare evaders
- Take a digital photo of any ID that is provided
- Attempt to otherwise identify a fare evader if he/she does not have identification
- Issue Investigation NOI (RCW 35.58.580), post contact

Fare Enforcement Officers will use their discretion when calling for a police response. They may call when a subject doesn’t provide a name or other information; when a contact escalates; a
subject is a chronic fare evader, etc. They may also call police if they see or are alerted to a non-fare problem on a bus or to help identify a fare evader.

KC Metro has established policy that steers the FEOs away from escalating contacts. For example, they are not authorized by KC Metro to photograph violators unless the violator agrees. They are not authorized by KC Metro to confiscate questionable fare media (orca cards, passes, etc). And, they are not authorized to physically detain or attempt to restrain a violator who is trying to leave the bus.

Radio Communications
Fare Enforcement Officers carry KC Metro radios and communicate directly with the “Rapid Ride Coordinator in the Transit Control Center (TCC). If the FEOs need a police response they will:
- Contact the Rapid Ride Coordinator who will follow their current protocol to contact KCSO Dispatchers.
- If Metro Transit Police are unavailable, KCSO Dispatchers will call the local police jurisdiction to request assistance.

Metro Transit Police Support of Rapid Ride FEOs – General
Commissioned members of the Metro Transit Police will respond and assist FEOs in the performance of their fare enforcement activities, in particular requests to assist in identification of fare evaders.

To maintain the support and effectiveness of the Fare Enforcement Officer program, commissioned personnel will handle FEO requests for assistance in the following manner:
- A single Deputy as the initial response is appropriate absent other Officer Safety information.
- Additional Deputies may respond as well, either by their own initiative or Sergeant directives, much like backing another Deputy on suspicious/traffic stops.
- If the responding Deputy is a long distance out, provide an approximate time delay to the FEO on the contact; an extended delay is not cause to “David” your response.
- Lack of a backing unit is not cause for terminating a response to assist; Sergeants have the option to have the request pushed to a local agency should patrol resources not be available to re-route; another option is to request that a nearby agency send a car to back if it’s believed to be necessary.
- Upon arrival to assist an FEO, the FEO should state, and if not Deputies should ask, what the reason for the contact is (should be fare evasion).
- Deputies may conduct a computer check of the fare evader’s name and date of birth; the only information learned from that computer check that can be provided to FEOs is DOL and hot file yes/no information. Should other enforceable criminal information be learned by the Deputy that can be acted on, Deputies have the legal foundation to do so.
- If a Deputy arrives and finds that the FEO has a state-issued ID card or operator’s license in hand for the subject being contacted, and there are no independent Deputy observations developing into separate reasonable suspicion or probable cause, the assisting Deputy is to terminate that assist to the requesting FEO (if there are other public safety concerns, Deputies may stay to keep the peace).
- If there is a less than desirable interaction between commissioned members of MTP and FEOs, MTP personnel are be professional and courteous at the time. This interaction shall be forwarded to the appropriate squad Sergeant, who will then bring it to the attention of the KCM security contract Manager.
Metro Transit Police Support of Rapid Ride FEOs – Repeat Offenders
It is accepted that Fare Enforcement Officers will contact repeat fare evaders. When this happens they will:

- Not issue a second NOI if they identify a repeat offender
- Complete a detailed Witness Statement to include the offender’s full name, date of birth, last known address and details of the instance of fare evasion.
- Deliver the completed statement and any accompanying documents to the MTP SCU Office

MTP/SCU will:

- Check the drop off box each business day for Repeat Offense Statement Packets
- Draw a KCSO Incident Number for each Repeat Offense packet
- Review/research to confirm the existence of the first offense
- When appropriate, write an IRIS Incident Report to reflect “Investigation Theft 3”
- Forward completed report packets to the Prosecutor’s Office for review

12.9 References
King County Code – Authorizes the setting and collection of fare for services provided by King County Metro Transit – (largely superseded by RCW 35.58.)

Delegation of authority by Director of the Department of Transportation to Transit General Manager dated May 6th, 2010.

Enabling Legislation – Note parallel RCWs – One for Metro and one for Sound Transit
Revised Code of Washington 35.58.585 – for Metropolitan transit systems (Metro).
Revised Code of Washington 81.112.210 – for regional transit authorities (Sound Transit.)
Declares that authorities may establish and collect fare and set fines.

Operative Legislation – Note parallel RCWs – One for Metro and one for Sound Transit
Revised Code of Washington 35.58.580 – for Metro and Sound Transit buses only
Revised Code of Washington 81.112.220 – for Sound Transit Light and Heavy Rail only
Requires persons using the transit system to pay fare and produce proof of payment upon request
Defines initial failure to pay fare or produce proof of payment as civil infractions

Enabling Legislation – Note parallel RCWs – One for Metro and one for Sound Transit
Revised Code of Washington 35.58.590 – for Metro Transit
Revised Code of Washington 81.112.230 – for Sound Transit
Declares that law enforcement authorities may prosecute for theft, trespass or other charges any individual who:

Fails to pay fare on more than one occasion within a twelve-month period
Fails to depart the system when requested to do so by the fare enforcer.

Legal opinion of King County DPA Maggie Nave – Declares that RCW 35.58.580 supersedes KCC 28.96.010.B.13 and that (first time) fare evasion will no longer be prosecuted as a misdemeanor but rather as a civil infraction.

Page 8 of 9
Revised 03/13/20
Legal opinion of King County DPA Maggie Nave – Declares that the second and subsequent fare evasion(s) within a twelve-month period will be cited as a Third Degree Theft under RCW 9A.56.050.

Legal opinion of KCSO Legal Advisor Patty Shelledy – Declares that RCW 35.58.580 applies to both Sound Transit buses and Metro Transit buses.

Transit Operating Handbook – Section 6
Defines the various types of acceptable fare media, along with how and when it is collected.

Legal opinion of King County District Court Filing Unit Chair Erin Norgarrd.

Washington State Patrol Information Security Officer Heather Anderson and Criminal Records Division Administrator Jim Anderson re: letter from Anderson to Sheriff Urquhart dated June 13th, 2013 defining the information FEOs can have via the ACCESS database.

Washington State Court of Appeals opinion, State V. K.L.B.
King County Metro Transit

ITEM 16  
Transit Security – Standard Operating Procedures, 
Fare Enforcement SOP: Non-Discrimination (June 12, 2018)
FARE ENFORCEMENT SOP: NON-DISCRIMINATION

1.0 PURPOSE:
This directive establishes the Standard Operating Procedure for ensuring compliance with King County Metro's Non-Discrimination Policy for members of King County Metro's Fare Enforcement Division team.

This SOP defines the basic responsibilities of the FEOs and the FE Supervisor. It outlines how Fare Inspections are monitored to assure discrimination does not occur. Details on how to do On Board Coach Inspections and Fare Inspection Techniques are outlined in SOP-TS 502. Details on Issuing a Warning or Notice of Infraction are outlined in SOP-TS 503 and. Use of Discretion is further outlined in SOP-TS 507.

The purpose of this specific SOP on Non-Discrimination delineates how the other related SOPs are monitored in relationship to FEO discretion and fair treatment of all passengers.

2.0 SCOPE:
This directive applies to all King County Metro Fare Enforcement Officers.

3.0 DEFINITIONS:
   a. Coach – Any Rapid Ride vehicle where FEOs have legal authority to enforce the Washington State RCWs relating to KC Metro's Fare Payment Policy.
   b. Communications Center – King County Sheriff Department dispatch radio center
   c. DFI – FEO’s Daily Fare Inspection Log
   d. Evader – Passenger without valid fare
   e. FE – Fare Enforcement
   f. FEO – Fare Enforcement Officer.
   g. ID – Valid form of identification
   h. KCM - King County Metro
   i. KCSO - King County Sheriff Office
   j. NOI - Notice of Infraction
   k. POP - Proof of Payment
   l. Tap – When an ORCA card is validated by the platform reader

4.0 AUTHORITY:
It is the policy of King County Metro (KCM) to prevent discrimination by treating every passenger with dignity and respect including those passengers without valid Proof of Fare Payment. FEOs will not discriminate based on Age, Race, Religion, Gender, Physical Disability or Economic Status. The success of the Fare Inspection Program is dependent upon a fair and consistent approach by all FEOs when contacting passengers.

5.0 NON-DISCRIMINATION - FEO Responsibilities
   a. FEOs shall conduct inspections for all passengers on board the coach.
b. When a passenger without valid Proof of Fare Payment is contacted, the FEO may stop inspection until the evader is identified or wait to identify them after they disembark the coach.

c. FEOs may identify a fare evader by behavior or actions that are consistent with fare evasion and they may be singularly inspected upon exiting the coach.

d. FEOs will contact the KCSo Regional Communications Center if the evader refuses to provide valid ID.

e. A fare evader without previous contact that is cooperative will be handled as follows:

   i. The fare evader may be asked to exit the coach at the next stop in order to gather the pertinent personal information in a more private setting. Once the FEO receives proper identification, the passenger will be informed that they are free to board the next coach, but they will have to purchase valid fare.

   ii. The fare evader will be informed that if no previous contact exists, they will receive a warning.

   iii. After it is determined the fare evader has no prior history, verified by a call to the Metro Dispatch, they will be given a warning and educated on the requirements to have valid Proof of Fare Payment.

      a. The FEO will offer a Fare Enforcement education pamphlet.

   iv. The fare evader's identification information will be entered into the Fare Enforcement Contact Log.

f. A fare evader who is not cooperative, who presented fraudulent or altered fare, who has been contacted before, will be handled as follows:

   i. The fare evader will be asked to exit the coach at the next stop in order to gather the pertinent personal information in a more private setting.

   ii. A Notice of Infraction (NOI) will be served to the fare evader by the FEO.

   iii. The fare evader's identification information will be entered into the Fare Enforcement Contact Log.

   iv. The FEO will complete an affidavit that clearly articulates why this fare evader was issued a NOI rather than a Warning. The narrative will be factual information to establish the elements of fare evasion.

   g. Information related to a fare evader who refuses to identify himself/herself or does not have valid identification will be called into Metro dispatch for possible ID verification.

   h. All passengers contacted, fare evaders warned, and fare evaders issued a NOI will be listed on the DFI.

6.0 NON-DISCRIMINATION - FE Supervisor Responsibilities

a. Supervisor(s) will review each DFI Log completed by the FEO for accuracy and comprehensiveness.

b. The Supervisor(s) will do a search on each name the FEO entered in his/her Contact Log to assure that the fare evader has not been warned numerous times.

   i. If the evader has been previously warned and is entered again as a warning, the Supervisor will discuss the contact with the FEO to determine why a NOI was not written. Orca cards are unique in that they may contain a monthly pass that has already been paid. If the passenger did not tap their card, they have not provided valid Proof of Payment. However, discretion may be used in this circumstance to issue a second warning depending on how long it has been since the previous non-tap occurred. The FEO can review the passenger's "tap" history on the Orca reader.

   ii. Whenever a passenger has been warned more than once, a narrative explaining the circumstances of the additional warning will be attached with the Contact Log entry.
c. When a passenger has been issued a NOI, the Supervisor will check the fare evader's history in the Contact Log and review the narrative presented by the FEO.

i. The narrative will articulate the complete details of the contact.

ii. All fare media will be copied and provided as evidence for the NOI.

d. If a NOI has been issued that is not justified (based upon the standard established in this SOP), it will be voided by the FEO at the direction of the Supervisor(s) and/or FE Manager.

e. Monitoring the discretion of the individual FEO is a principle responsibility of Supervisor(s) to assure discrimination does not occur.

f. If it is suspected that any FEO is not in compliance with KCM’s Non-Discrimination Policy or not being consistent in their treatment of passengers, a thorough investigation shall be conducted by the Supervisor. FE management shall take disciplinary action against the FEO, up and including removal from the KCM account, if it is determined as a result of the investigation that the FEO violated this policy or treated passengers disparately.

7.0 REVIEW:
The KCM Contract Security Coordinator or Delegate will ensure all Directives, Policies, and Procedures are reviewed at least annually to ensure compliance with King County Metro Security Division policy. Directives, Policies, and Procedures will be updated immediately if division procedure changes or when a facility adds or deletes post positions or procedures and duties.

8.0 SUPERSESSION: All previous Fare Enforcement Manuals. All memorandums are unaffected.

9.0 EFFECTIVE DATE: 06/12/2018

ISSUING AUTHORITY

Robert Pascoe
KCM Contract Security Coordinator
ITEM 17  Fare Enforcement – Standard Operating Procedures, Fare Enforcement SOP: Use of Discretion (April 15, 2019)
FARE ENFORCEMENT SOP: USE OF DISCRETION

1.0 PURPOSE:
This directive establishes the Standard Operating Procedure regarding Use of Discretion to be used by the King County Metro Transit Security Fare Enforcement Division in the accomplishment of its assigned duties. This SOP defines the basics related to how and when FEOs may exercise discretion. There are numerous other SOPs that specifically address other procedures that are impacted by this SOP.

2.0 SCOPE:
This directive applies to all King County Metro Fare Enforcement Officers.

3.0 DEFINITIONS:
a. Coach – Any Rapid Ride or Metro vehicle where FEOs have legal authority to enforce the Washington State RCW's relating to KC Metro's Fare Payment Policy.
b. Discretion – The power or right to act according one's own judgment
c. FE – Fare Enforcement
d. FEO – Fare Enforcement Officer.
e. KCM – King County Metro
g. NOI – Notice of Infraction
f. ORCA- A plastic card that has an electronic chip that is used as fare (Smart Card).
g. Code of Conduct – Guidelines set for patrons on metro property

4.0 AUTHORITY:
King County Metro has authorized all members of the Fare Enforcement Group to exercise limited discretion while conducting Fare Enforcement operations. This use of discretion is constrained by the guidelines provided in this SOP in order to assure fair and consistent implementation of Fare Enforcement procedures, and to avoid the perception that customers are not treated equally.

The discretion discussed and authorized by this SOP resembles the limitations placed on law enforcement officers when there is a third party involved. Police Officers do not decide who to charge or not charge for civil and criminal violations when there is a third party involved. Their discretion is limited by the desire of the third party victim. In the case of fare evasion, King County Metro is the victim and therefore dictates the limitation on FEO discretion.

5.0 DISCRETION SENSITIVITIES:
There is a subtle relationship between Discretion and Non-Discrimination. The use of discretion involves granting the FEOs the power or right to act according to their own judgment in a given situation. Left unchecked, this power can lead to discriminatory behavior when we understand that FEOs, as members of our culture, possess prejudices/biases inherent in our society based on their own life experiences. Rather than leaving discretion to be determined by each
individual FEO, this SOP outlines how discretion is to be applied to Fare Enforcement operations and enacts some controls on FEO decision making in order to create an environment free of discriminatory behavior.

Fare Inspections are performed in a unique environment as compared to other law enforcement contacts. They are not one-on-one contacts, but rather a contact on a populated coach where many customers observe the FEO’s performance. Any discretion used by the FEO will be closely scrutinized by the ridership. This presents a unique challenge for the FEOs in achieving the goal of fair and consistent Fare Enforcement Operations and to avoid any perception of unequal treatment. This SOP sets guidelines for all FEOs to achieve a consistent approach to Fare Inspection Operations.

6.0 DISCRETION GUIDELINES:
FEO decisions that call for the use of discretion generally include situations where extenuating circumstances justify variation from routine FE processes and procedures. FEOs shall be mindful of KC Metro’s Non-Discrimination Policy when making these decisions.

Examples of situations where discretion is appropriate are listed below. These examples are not intended to be an all-inclusive list of situations where discretion is authorized.

a. Observation of behavior consistent with fare evasion tactics
   i. FEOs may interrupt normal FE operations when they see a customer quickly stand up and move to the front of the coach or attempt to exit the coach abruptly upon seeing the FEO. This behavior is known to be consistent with that of a fare evader. This individual may be singled out for immediate fare inspection due to this specific behavior.

b. Dealing with Special Populations without valid POP
   i. FEOs shall use discretion when dealing with tourists, juveniles, senior citizens, disabled persons, parents with young children - including pregnant women, or customers that have an impairment that is evidenced by their behavior or communication skills.

(1) Tourists
   (a) Tourists that are obviously traveling with luggage shall not be taken off the coach.
   (b) Identification will be completed on the coach.

(2) Juveniles (18 years of age and under)
   (a) Juveniles under 18 years of age shall not be taken off the coach. Juveniles can depart the coach on their own accord with FEOs if they are at their desired stop. After finishing the contact, FEOs will notate the direction of travel and destination of the juvenile.
   (b) The FEO will contact their parents and inform them their child has been contacted for non-payment and the outcome of that contact, i.e. a warning or an infraction. Two warnings will be given to juveniles before an infraction is issued.
(c) All contact with juveniles will be clearly documented in a narrative attached to the warning log entry. Care shall be taken with all juveniles and consideration given for their safety, noting the location and time of contact.

(3) Senior citizens
(a) Senior citizens shall not be taken off the coach.
(b) Identification will be completed on the coach.

(4) Disabled customers
(a) Disabled customers, when it is obvious by the fact that they are using a wheel chair, scooter, or walking appliances, shall not be taken off the coach.
(b) Identification will be completed on the coach.

(5) Parents with small children/ Pregnant women
(a) Parents with small children, either physically carrying or in a carrying device (including pregnant women), shall not be taken off the coach.
(b) Identification of the parent will be completed on the coach.
   i. When a parent is accompanied by children, it is not necessary to identify the children, only the parent.

(6) Impaired customers
(a) Customers that are obviously impaired, as evidenced by their behavior or communication skills, shall not be taken off the coach.
(b) Identification will be completed on the coach.
(c) FEOs will determine if this customer requires assistance to reach their destination.
(d) If necessary, FEOs will provide these customers with assistance until they arrive at their destination.

c. If a customer without valid fare has not been contacted before, it shall be assumed they are not an intentional fare evader until facts and circumstances prove otherwise.
   i. King County Metro Policy gives customers without valid POP the “benefit of the doubt” and allows the FEO to give them a warning prior to issuing a Notice of Infraction when the customer has not been proven to be an intentional or habitual fare evader.
   ii. Fare Enforcement officers have the discretion to make customer-centric decisions when determining if a patron has made an attempt to comply with King County’s code of conduct IE; paying fare. The officer can utilize the following tools to determine an outcome
      a. Checking the tap history of an ORCA/RRFP card
      b. Looking at reload receipts for ORCA/RRFP cards
      c. Determining if a rider’s transfer expired while onboard the coach
      d. any other information that shows a rider attempted to comply with King County’s code of conduct
Note: All uses of discretion must be quantifiable and based on the totality of the information given by the rider.

ii. Because King County Metro has chosen to implement the benefit of the doubt policy, the FEOs shall utilize the first contact situation to educate the customer regarding the fare payment policies without issuing a Notice of Infraction.

iv. FEOs shall not use information regarding warnings or infractions older than 365 days as part of the discretionary process related to the issuance of an infraction.
   a. All customer warnings greater than 365 days old shall NOT be counted and shall be considered EXPIRED. Said customer shall receive a WARNING.
   b. All customer infractions greater than 365 days old shall NOT be counted and shall be considered EXPIRED. Said customer shall receive a WARNING.

   c. Education of the fare system will be aided by the attempt of providing the customer with a Fare Enforcement Operations pamphlet.

v. Any warning issued by a FEO shall include collecting identification information from the customer without POP.
   a. FEOs must remember that other customers are watching how they handle the customer without valid fare. If the observing customer has been contacted before and the FEOs requested identification of them, they will consider it discriminatory if the FEOs do not do the same for all customers.

   e. All warnings and NOIs will be screened by a Fare Enforcement Supervisor or Manager to assure that all customers without valid fare have been properly documented and that the FEO’s discretion meets the standards outlined in this SOP.

7.0 REVIEW:
The King County Metro Contract Security Coordinator or Delegate will ensure that all Fare Enforcement Group directives, policies and procedures are reviewed at least quarterly to ensure compliance with King County Metro policy. Directives, policies, and procedures will be updated immediately if changes to King County Metro policy require immediate implementation.

8.0 SUPERSESSION: All previous Fare Enforcement Manuals

9.0 EFFECTIVE DATE: 04/15/2019
Robert Pascoe
KCM Contract Security Coordinator
King County Metro Transit

ITEM 18 King County Metro (1) Claim Survey and (2) Internet Links to Documents
King County Metro TRB Survey Attachment

1. Claim summary:

<table>
<thead>
<tr>
<th>Claim Number</th>
<th>Loss Date Status</th>
<th>Cause of Loss</th>
<th>Claimant Reason</th>
<th>Event Description</th>
<th>Damage Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>63589</td>
<td>09/23/2019 Open</td>
<td>False arrest/civil rights violation</td>
<td>False arrest, domestic assault, fourth amendment due process immunity, and giving out five-g Columbus against every child.</td>
<td>Assaulted on bus after issue with paying bus fare.</td>
<td>Life-time. False arrest &amp; Assault.</td>
</tr>
<tr>
<td>61027</td>
<td>09/13/2019 Closed</td>
<td>Assault/interference - passenger/employee</td>
<td>Assaulted on bus after issue with paying bus fare.</td>
<td>Assaulted on bus after issue with paying bus fare.</td>
<td>Internal bleeding</td>
</tr>
<tr>
<td>63564</td>
<td>09/30/2019 Closed</td>
<td>Assault/interference - passenger/employee</td>
<td>Claimant speaking to bus driver, someone talked in and said he was yelling at bus driver. Sustained from buses for 12 hours. Police threw away his sweater and blanket.</td>
<td>Loss of personal property, blanket and sweater.</td>
<td>Claimant was issued citation by Metro security for non-payment of fare. Claimant alleges he was in another place at the time and could not have been him. Claimant alleges that may have been retaliation for a prior complaint he lodged against Metro.</td>
</tr>
</tbody>
</table>

2. N/A

3. Link to King County Sheriff GOM:

4. See attached Seattle Police MOU and attached Model Policy.


   See also attached policies.

6. N/A


   Study of Metro’s subsidized annual transit pass:
https://catalog.results4america.org/program/individual-incentives-for-public-transportation/subsidized-transit-fares-king-county-wa

   External study conducted by an advocacy group: https://irp-cdn.multiscreensite.com/c86a044e/files/uploaded/KCMC_Fare_Structure_Needs_Assessment_Feb_2018_FINAL.pdf

8. N/A

9. King County Non-Discrimination and Anti-Harassment Policy:
See attached security policy.

Section 3.00.030 BIAS Based Policing Policy:


10(b). N/A

11(a). Link to Report it to Stop It campaign:

11(b). See attached Metro Transit Police SOP re Transit Resource Officers.

12(a). Link to King County Office of Law Enforcement Oversight:

12(b). Link to Metro’s SaFE Reform Initiative:


13(b). N/A
15. Link for Metro's SaFE Reform initiative:

RTC – Southern Nevada

As we provide public transportation services throughout Southern Nevada, the safety and security of operators, staff, and customers continues to be a key focus for the RTC. In addition to keeping staff updated on safety information, limiting fare evasion and monitoring customer behavior, the Safety & Security team, along with their contractor, Marksman Security, will be focused heavily on customer relations and community outreach in 2021. The GAMM team will support these efforts through strategy, collateral, creative, and promotion as needed.

SAFETY & SECURITY 2021 DEPARTMENT GOALS:

EXTERNAL:
- Initiate the Customer Relation Transit Team (CRTT) with Marksman to enhance the relationship between security officers and transit riders. (BEGIN JANUARY, RUN ALL YEAR)
- Strategize tactics to increase fare revenue by mitigating fare evasion incidents (SPRING)
- Procure a new camera system for the fixed route and paratransit fleet to create a specification and issue an RFP using federal funds. Q2 2021.

INTERNAL:
- Ensure all contractors have adopted the RTC PTASP.
- Lead the coordination in conducting tabletop exercises/mock trainings with internal and external collaborators, i.e., law enforcement, fire department, transit and security contractors and the Department of Homeland Security/TSA.
- Reduce assaults on our system by 5% (Ongoing)
- myRTC quarterly newsletter (Jan, April, July, Oct)

2021 GAMM SAFETY & SECURITY SUPPORT:
- Initiate the Customer Relation Transit Team (CRTT) with Marksman
  - TIMELINE: ALL YEAR
- Fare evasion efforts
  - TIMELINE: SPRING
- Internal and external trainings and mock exercises
  - TIMELINE: ALL YEAR
- Procure a new camera system for the fixed route and paratransit fleets
  - TIMELINE: Q2 2021

EDITORIAL/AWARD OPPORTUNITIES:
- American society of Industrial Security (ASIS) – annual conference in Vegas
- APTA Awards
- TSA Awards
- FTA Triennial award (Gold standard)
AGENDA TEAM PRIORITIES:
- Meet with meeting facilitators on a monthly basis to discuss previous meeting's items of note, membership, policies and procedures, future and/or required agenda items, and to determine any additional support needed for the committee.
- Provide oversight and support of the Bus Shelter and Bench Advisory Committee through membership activities, agenda preparation, meeting coordination and setup, meeting conduct, and minutes preparation, ensuring activities are compliant with Nevada Open Meeting Law.
- Prepare meeting notes, highlighting action items and other important discussions.

TARGET AUDIENCES:
- Transit customers
- Contractors
- RTC staff
- News media
  - Primarily local news
  - National media (The Warren Group focus)
- General public

KEY SPOKESPEOPLE:
- MJ Maynard
- Francis Julien
- Angela Castro
- Cindy Carter
- Carl Scarbrough
- Judy Lopez
- Catherine Lu
- Sue Christiansen

DEPARTMENT PROJECTS/CAMPAIGNS TO LAUNCH OR TO CONTINUE IN 2021:
- CRIT program with Marksmen Security (ongoing)
- Fare evasion updates (Spring)

2021 SAFETY & SECURITY CALENDAR

<table>
<thead>
<tr>
<th>TIMING</th>
<th>ACTION</th>
<th>PURPOSE</th>
<th>MARKETING &amp; CREATIVE NEEDS</th>
<th>AUDIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ongoing</td>
<td>Reduce assaults on transit system by 5%</td>
<td>Improve safety of operators and customers</td>
<td>Annual board report</td>
<td>Marksmen, board, customers</td>
</tr>
</tbody>
</table>
| Ongoing          | Initiate the Customer Relation Transit Team (CRIT) with Marksman | Enhance the relationship between security officers and transit riders. | - Internal signage/print production (rack cards, brochures)?  
- Reports/presentation decks for stats analyzing and reporting? | Contractors  
- Internal staff  
- RTC Board? |
|------------------|---------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|
| Ongoing          | Lead the coordination in conducting tabletop exercises/mock trainings | Ongoing trainings and partnerships for staff, contractors and law enforcement | - Presentation decks  
- Collateral/signage | Internal and external collaborators |
| January          | Quarterly myRTC safety memo                                   | Safety tips & information for staff                                  | - Newsletter design  
- Eblast design | RTC staff |
| Spring           | Strategize tactics to increase fare revenue                   | Mitigate fare evasion incidents by reviewing contractors’ performance weekly, operator training, report development for contractor use, and monitoring Marksman officers to ensure consistency in enforcement. | - Internal signage/print production (rack cards, brochures)? | Contractors  
- Transit customers |
| April            | Quarterly myRTC safety memo                                   | Safety tips & information for staff                                  | - Newsletter design  
- Eblast design | RTC staff |
| Q2 | Procure new camera system for fixed and paratransit | Improve safety at bus stops? | • Press release  
• Talking points  
• Media pitching  
• Blog story  
• Eblast  
• Social media | Procure new camera system for fixed and paratransit |
|---|---|---|---|---|
| July | Quarterly myRTC safety memo | Safety tips & information for staff | • Newsletter design  
• Eblast design | RTC staff |
| October | Quarterly myRTC safety memo | Safety tips & information for staff | • Newsletter design  
• Eblast design | RTC staff |
| December | Media Pitch: Transit Watch 3 Year Mark | Inform the public of the success of the app’s feature | • Request number of downloads  
• Determine best way to pitch story | General public |
ITEM 20  Intergovernmental Agreement between Multnomah County and the Tri-County Metropolitan Transportation District of Oregon (April 7, 2021)
INTERGOVERNMENTAL AGREEMENT
BETWEEN MULTNOMAH COUNTY AND THE TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON

TriMet Contract No. GS210828EV
Multnomah County Contract No.

Multnomah County, by and through the Multnomah County Sheriff’s Office (MCSO) and the Tri-County Metropolitan Transportation District of Oregon (TriMet) enter into this agreement for the purpose of providing transit police services to TriMet and administering the Transit Police Division.

1. TERM

The initial term of this Agreement shall be from March 1, 2021 to June 30, 2025. Thereafter, this Agreement will automatically renew for three successive one-year terms through June 30, 2028, unless terminated sooner under the terms of this Agreement.

2. SERVICE LEVEL

a. Regional Integration of Transit Police Services:

i. This Agreement is a “Prime Agreement” (hereinafter “Agreement”) between TriMet and Multnomah County, by and through the Multnomah County Sheriff’s Office (MCSO) pursuant to which MCSO shall provide certain transit police services, including administering the TriMet Transit Police Division (hereinafter “Transit Police” or “Division”) and coordinating the activities of MCSO and the other jurisdictions’ police services included in the Division.

ii. Concurrent with and/or during the term of this Agreement, separate intergovernmental agreements (“Subsidiary Agreements”) will be individually executed among TriMet, and subsidiary city, county and other jurisdictions for providing law enforcement officers to the Division with Multnomah County named as a Third Party Beneficiary of such subsidiary agreements for purposes of the indemnity obligations imposed upon Subsidiary Agencies. The Parties agree that the terms of any Subsidiary Agreements in effect during the term of this Agreement are incorporated herein by this reference. Any party that enters into a Subsidiary Agreement with TriMet for Transit Police Services may be referred to as a “Subsidiary Agency” in this Agreement.

iii. MCSO is, and shall at all times be deemed to be an independent contractor. MCSO shall retain all authority for rendition of services, standards of performance, control of MCSO personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between TriMet and MCSO or any of MCSO’s agents or employees.

b. Annual Level of Transit Police Services: On an annual basis, the Parties will agree upon the level of police service including personnel, equipment, and related support, to be provided to the Transit Police. If a vacancy of any of the agreed-upon number of officers or deputies is not
filled within 90 days, the Parties agree that TriMet may reassign the opening to another jurisdiction, to provide law enforcement personnel to the Division. The officers, deputies and other personnel of any Subsidiary Agency assigned to the Transit Police will remain employees of their respective agencies and shall not be considered employees or agents of TriMet or MCSO. For purposes of this Agreement, such officers, deputies and other personnel shall be referred to as assigned to the Division.

3. ASSIGNMENTS

a. Deployment Strategy and Priority of Services. Both Parties recognize that TriMet and MCSO have legitimate interests in the deployment strategy and priority of services of Transit Police personnel. The Parties shall work together to insure that the deployment and priorities of police personnel assigned to TriMet is effective and efficient, and in accordance with TriMet’s Public Transit Agency Safety Plan (PTASP), TriMet’s Security Management Plan (SMP), TriMet’s Emergency Operations Plan (EOP), Federal Transit Administration (FTA) regulations concerning safety and security of transit systems, and as summarized in the attached Exhibit B, which is incorporated into and made part of this Agreement.

b. Transit Police Precincts. TriMet and MCSO hereby agree, via this Prime Agreement and the respective Subsidiary Agreements, to operate Transit Police Precincts to expand and enhance community policing, safety and security on the transit system. Command staff will be assigned to and work out of the Public Safety Office, located at 1020 NE 1st Avenue, Portland.

c. Specialty Assignments. TriMet and MCSO recognize the value of police specialty assignments and training. TriMet reserves the right, however, to limit the number of police personnel assigned to the Transit Police who hold specialty status and require specialized training.

d. Daily Operation. Supervision of police personnel for the daily operations of the Transit Police will be provided by the Division’s command personnel. Command personnel consists of an MCSO Deputy Sheriff with the rank of Captain to serve as the TriMet Transit Police Chief, the lieutenants, and sergeants assigned under this Agreement. The Police Chiefs or Sheriffs of the Subsidiary Agencies and the TriMet Transit Police Chief shall determine deployments of the respective jurisdiction’s personnel on the transit system in accordance with the provisions of Exhibit B.

e. General Orders, Directives, and Training. Division Standard Operating Procedures. All police personnel assigned to the Division will remain subject to the General Orders, Directives, and training requirements of their respective jurisdictions. Additionally, all police personnel assigned to the Transit Police will abide by the Division’s Standard Operating Procedures. In the event of a conflict among a jurisdiction’s General Orders/Directives, and the Division’s Standard Operating Procedures, the jurisdiction’s General Orders will prevail.

i. TriMet will not develop, maintain, or create any training materials, general orders, or directives for use by any officers or deputies assigned to the Transit Police in carrying out law enforcement activities. TriMet may provide orientation to officers and deputies on TriMet’s system, the TriMet Code, and other non-enforcement specific information or training.
f. **Selection and Assignment of Officers and Deputies—Excluding Transit Police Chief and Lieutenants.**

   i. Selection and assignment of officers and deputies to the Transit Police will be determined jointly by the command personnel of the officer's or deputy's jurisdiction and the Transit Police command personnel. Every effort will be made to select the most qualified available officer or deputy making application for assignment to the Transit Police.

   ii. Commencing March 1, 2021 and during the term of this Agreement, MCSO shall assign its deputies and personnel to the Division in accordance with the terms of this Agreement, in such numbers and classifications as the parties mutually agree in writing, by letter between the Multnomah County Sheriff, and TriMet's Executive Director of Safety and Security ("Executive Director"). Such letter shall be substantially similar to the form set forth in Exhibit C.

g. **Selection and Assignment—Transit Police Chief, Lieutenant, Non-Sworn MCSO Support Staff and Supplemental Police Personnel:**

   i. TriMet Chief of Police and Lieutenants. MCSO shall provide one TriMet Chief of Police, and one Lieutenant that will develop overall goals, objectives, and strategies for the Transit Police including management and supervision of the Transit Police consistent with the requirements and obligations of this Agreement. By mutual agreement, the Parties may add an additional Lieutenant as provided in a staffing letter.

   ii. MCSO shall provide TriMet at least thirty (30) days written notice prior to filling any vacancy or prior to any proposed re-assignment of the Transit Police Chief. In the event a vacancy occurs in the Transit Police Chief position for any reason, the MCSO shall provide a suitable temporary replacement to fulfill the position of Transit Police Chief and serve in that capacity until such time as a new Transit Police Chief is selected and commences service.

   iii. MCSO will consult with TriMet regarding potential candidates to fill any command personnel vacancies.

   iv. Non-sworn Division Support Staff. TriMet authorizes the Transit Police to hire any necessary and appropriate non-sworn personnel to support the duties of the Transit Police Chief in the administration of transit police services, to include but not limited to the following: logistics, fleet management, information technology and data analysis, and to post to fill any vacancies in those positions. Potential candidates shall be interviewed and selected by the Transit Police Chief, subject to the Executive Director's satisfaction that the selected candidate is necessary to fulfill the obligations of this Agreement. Non-sworn Division staff will be under the supervision of the Transit Police Chief. The Executive Director may authorize additional non-sworn support staff positions to be hired by the Transit Police Chief subject to the requirements of this Section.
h. **Supplemental Police Services.** TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services, including a staffing plan, prior to deployment by the Transit Police Chief. Once approval is received from the Executive Director, the Division Transit Police Chief will submit in writing to the Executive Director the name of the Subsidiary Agency providing the supplemental police services, and the number and names of personnel being assigned.

i. **Term of Assignment.** Officers and deputies assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and MCSO. In the event of a hardship MCSO shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon in writing by the Parties.

4. **REIMBURSEMENT OF COSTS**

a. **Personnel Costs.** MCSO shall be responsible for paying the salaries, overtime, insurance, retirement, cell phone monthly bases, and other benefits ("Personnel Costs") its deputies and other personnel serving in the Transit Police Division. MCSO shall invoice TriMet monthly for all actual incurred Personnel Costs for Division personnel services provided by MCSO. Administrative fees charged by MCSO to TriMet in connection with billings during fiscal year 2022 shall be 7% of direct costs of salaries, insurance, retirement and other benefits paid to its personnel assigned to the Division. By mutual agreement of the parties memorialized in an amendment to this Agreement, the indirect rate may be increased up to .5% annually based on MCSO demonstrating increased indirect costs related to this Agreement. At no point may the indirect rate exceed 10% during the contract term.

b. **Invoices.** All invoices must be submitted in conformance with Exhibit E. TriMet agrees to compensate MCSO within thirty (30) days after receiving (1) the respective invoice in the required format, and (2) any additional supporting documentation requested by TriMet. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 4012 S.E. 17th Avenue, Portland, OR 97202 or as otherwise agreed to by the Parties in writing. For invoicing and auditing purposes, TriMet reserves the right to request any supporting documentation, including but not limited to timesheets, purchase orders, accounting charge spreadsheets, or invoices. TriMet reserves the right to reject any invoice or other payment request that is not in conformance with the requirements of this Agreement, including exhibits.

i. **Payment.** If TriMet fails to make a monthly payment within 45 days of an undisputed billing, MCSO may charge an interest rate no more than two percentage points above the interest rate on the monthly MCSO investment earnings.

c. **Training/Meeting Costs.** Training and meeting costs must be pre-approved by the Transit Police Chief and the Executive Director as set forth in this paragraph. Training shall be in furtherance of the mission of the Transit Police to improve the understanding of the unique operational needs of transit or in furtherance of TriMet’s mission. Routine
or required trainings for law enforcement personnel will generally not be approved. Transit Police personnel must follow training protocols established by their respective Subsidiary Agency and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30 days in advance of the training date. If approved by the Transit Police Chief, the Transit Police Chief shall forward the training/meeting costs to the Executive Director for final approval.

d. **Equipment and Uniforms:** MCSO shall assign deputies to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERs) purchased by TriMet for the use of officers or deputies from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

   i. **Computers and Email.** MCSO will provide access to a computer, an e-mail ID, appropriate software, training and support to all MCSO employees assigned to the Transit Police. All MCSO employees will maintain their County e-mail ID. Multnomah County Information Services will provide support for county-issued equipment.

   ii. **Cell Phones.** MCSO will provide its deputies assigned to the Transit Police with cell phones.

   iii. **Radios.** MCSO shall provide 800 MHz radios to all deputies assigned to the Transit Police. Deputies assigned to the Transit Police will be dispatched and use MCSO radio channels.

   iv. **Body Cameras.** If MCSO authorizes the use of body worn cameras, MCSO will provide body cameras to deputies assigned to the Transit Police. MCSO will be responsible for all costs related to data storage for body cameras. New and replacement body cameras may be billed to TriMet as provided in Section e below.

e. **Equipment Replacement.** Expenses associated with routine replacement of uniform and equipment unintentionally damaged by Transit Police Division personnel or worn-out in normal use shall be billed to TriMet subsequent to pre-approval. Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet. Data storage costs associated with any future MCSO body camera footage retention system will be negotiated in a separate agreement or by amendment to this Agreement. Monthly equipment replacement reserve costs for those items MCSO manages in that manner shall be billed to TriMet.

f. **Overtime.** The following provisions apply to overtime for any personnel assigned to the Division by MCSO:

   i. **Discretionary.** If approved in writing by the Executive Director of Safety and Security or the Executive Director’s designee, MCSO may provide additional deputies to perform operational overtime for special events or unusual
occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy on duty.

ii. **Disaster or Unusual Occurrence Overtime.** If TriMet experiences a disaster or unusual occurrence that is within the TriMet District and officer overtime is requested by TriMet to stabilize the situation, the actual overtime expenditures will be billed to a grant, if available, or to TriMet if no grant funding is available.

iii. **Declared Emergency Overtime.** In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, TriMet may be responsible for the direct overtime expense of additional deputies performing duties, as negotiated under then-existing mutual aid agreements.

iv. **Tracking Overtime.** MCSO will track the costs of any overtime incurred by the assigned deputy that is related to his/her assignment to the Transit Police. TriMet agrees to reimburse MCSO for the actual cost of any TriMet-related overtime incurred by the assigned deputy and approved by the TriMet Executive Director. TriMet will work with the TriMet Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The Executive Director will be responsible for approving all non-routine overtime.

g. **Other expenses.** Any reimbursement by TriMet of costs or expenses incurred by MCSO in the performance of this Agreement not included in this Agreement, shall be subject to the Executive Director’s prior authorization and approval, including but not limited to expenditures for supplies. MCSO shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this Section.

h. **Budget.** Prior to March 1st of each year of this Agreement beginning in 2022 and every year thereafter, MCSO shall submit to TriMet a proposed estimated annual budget for the operation of the Division for the next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services under this Agreement. If the parties cannot agree on such compensation by March 1st, either party may elect to terminate this Agreement without penalty.

i. Notwithstanding the forgoing, prior to April 1, 2021 the parties shall agree on a budget for the remainder of the fiscal year and the following fiscal year (July 1, 2021 through June 30, 2022).

i. ** Increases.** If there are changes in MCSO General Orders or Policies that increase or modify the agreed upon Annual Budget, such cost increases shall be the responsibility of MCSO.

5. **COLLECTIVE BARGAINING AGREEMENTS**
The parties agree that deputies and other personnel assigned to the Division from MCSO are subject to and protected by their respective collective bargaining agreements, and by Exhibit A to this Agreement, to the extent the terms of Exhibit A are not in conflict with the respective police collective bargaining agreements.

6. VEHICLES

   a. Vehicles

      i. Vehicles assigned to the Transit Police Division shall be purchased by TriMet for the exclusive use of TriMet and the Transit Police Division. Those vehicles shall be marked with appropriate distinctive insignia to indicate they are Transit Police vehicles. TriMet shall hold title to all vehicles assigned to the Transit Division and be responsible for obtaining and maintaining all vehicle registration and applicable insurance, including self-insurance. If not self-insured, Multnomah County shall be an additional insurer on all such policies covering Transit Police Division vehicles. TriMet grants MCSO and its assigned contingent of sworn personnel authorization and permission to use said vehicles for official Transit Police Division purposes only.

      ii. TriMet shall be responsible for maintenance and repair of all Transit Police vehicles, and shall replace assigned vehicles at the end of their service life in accordance with its own fleet replacement lifecycle guidelines.

      iii. Expenses associated with fuel shall be charged to TriMet on a monthly basis. TriMet may increase the number of police vehicles assigned to the Transit Police Division by arrangement with MCSO.

   b. Use of Vehicles

      TriMet grants the following permit to MCSO for use of the vehicles described in this Section. MCSO shall use Vehicles only for the purposes expressly provided for herein, and shall, at its own expense, comply with and obey all laws, rules and regulations in using the Vehicles, including applicable requirements of the Federal Transit Administration. MCSO represents and warrants that its personnel are adequately trained and licensed to carry out the activities of MCSO under this Permit, and specifically, to operate the Vehicles. MCSO shall allow only such trained and licensed personnel to perform the activities authorized by this permit, including operation of the Vehicles. MCSO shall deliver the Vehicles to TriMet’s Center Street garage or other designated location for scheduled maintenance in accordance with TriMet’s support vehicle scheduled maintenance procedures.

   c. Risk of Loss and Damage

      TriMet shall be responsible for the risk of loss, damage or destruction including, but not restricted to, total destruction occurring to Vehicles while in the custody of MCSO personnel acting in the course and scope of employment. To the extent that physical damage to any Vehicle is caused by the fault of a third party, TriMet will attempt to recover any such Vehicle damage costs from any legally liable third party. MCSO agrees to cooperate and assist TriMet in its recovery efforts. In the event that a liable or potentially liable third party disputes its liability for damage to any Vehicle and claims personal injuries, MCSO shall make every effort
to recover repair costs for damaged TriMet vehicles from legally liable third parties. Any such recovered costs by MCSO from third parties for vehicle damage costs will be reimbursed to TriMet. In the event of an accident whereby a Vehicle is damaged to the extent that repair would exceed the value of the Vehicle, MCSO shall immediately notify TriMet's Project Manager of any such accident to request instructions as to the manner in which to proceed. Nothing in this section alters MCSO's indemnity obligations to TriMet for damages that MCSO or its employees are responsible for under this Agreement.

d. **Termination of Vehicle Permit Rights**

Notwithstanding any other provision of this Agreement, including Section 12 TERMINATION, either party may immediately terminate this permit of use granted under 6 by providing written notice to the other party as provided in this Agreement for notices.

e. **Possession**

MCSO shall not permit any other party other than officers from other Transit Police Division participating jurisdictions to take possession of or use the Vehicles described in this Section 6 while in the custody of MCSO under this Agreement.

7. **DATA SHARING AND PERFORMANCE METRICS**

a. The Parties recognize that effective modern law enforcement requires information to improve safety outcomes and better manage resources. Crime statistics, based on the National Incident-Based Reporting System (NIBRS) or other similar reporting system will be collected by MCSO and regularly presented to TriMet, including but not limited to:

   i. General crime statistics on the system, including on TriMet vehicles, on TriMet property, and crimes against employees and passengers.

   ii. Time spent on the system by specific officers or deputies, including response times.

   iii. MCSO may be asked to prepare an annual report for public consumption reflecting broad trends of crime on the system.

   iv. Staffing roster of Transit Police personnel shall be made available to TriMet Executive Director of Safety and Security or a designee.

   v. MCSO will work with Subsidiary agencies to ensure appropriate data is collected and reported to MCSO to ensure complete data for the entire TriMet service district.

b. The parties will collaborate to develop a strategic plan for transit police that will include metrics to measure the effectiveness of transit police services with the goal of continuous improvement of services. The parties will periodically revisit any metrics and may revise them based on trends in the public safety environment, including but not limited to.
any regulatory reporting requirements imposed on either TriMet or MCSO. Metrics may include response times, time spent on the TriMet system, and crime reduction.

8. K-9 UNIT AND TRAINING FACILITY

a. TriMet has entered into a ground lease (hereinafter “Lease”) with the Port of Portland effective August 1, 2012 for the use of certain premises (hereinafter “Premises”) to house explosives storage magazines in support of TriMet’s training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration (“TSA”) certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet’s K-9 unit training in accordance with the Lease terms. MCSO agrees that the work and operations of the Division, including MCSO’s assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with TriMet’s obligations as Lessee under the Lease, the terms of which are incorporated into and made part of this Agreement. Nothing in this Agreement shall be construed as Multnomah County’s or MCSO’s assumption, acquiescence or acceptance of any financial or legal liability held by or imposed upon TriMet under the terms of the Lease.

b. Based on funding and other need, the K-9 Program will be approved annually by the General Manager. K-9 Patrol Unit functions may include:

i. Conduct Patrol duties with officer;

ii. Respond to calls for suspected explosives;

iii. Proactively screen deliveries;

iv. Perform perimeter checks;

v. Evaluate abandoned packages;

vi. Support executive protection (with TriMet’s approval only);

vii. Support the management of special events; and

viii. Public relation events and community outreach;

9. FEDERAL FUNDING

This Agreement is funded in part by a U.S. Department of Homeland Security Grant between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit D and the lobbying certificate appended thereto.

10. PROJECT MANAGERS AND ANNUAL MEETING
a. **Project Managers.** All communications or notices under this Agreement shall be provided to
the Project Managers designated by this Paragraph. The parties shall promptly notify each other
in writing of any change in the designated Project Managers.

   i. TriMet’s Project Manager is:

   Executive Director of Safety and Security,
   phone (503) 962-5823
   address: 1020 NE 1st Avenue, Portland, 97232, mailstop: PSO, Portland, OR 97232.

   ii. MCSO Project Manager is:

   Transit Police Chief
   phone (503) 962-5835
   address: 1020 NE 1st Avenue, Portland, OR, 97232.

b. **Annual Meeting.** The parties agree to an annual meeting to discuss the Agreement and to
review data collection and performance under the Agreement. The meeting will be attended
by the TriMet General Manager (or a designee), the TriMet Executive Director of Safety and
Security, the Chair of the Multnomah County Commission (or a designee), the Multnomah
County Sheriff, the TriMet Chief of Police, and any other personnel deemed appropriate by
the parties.

11. **TERMINATION**

   a. Either Party may terminate this Agreement for its convenience and without penalty by giving
   the other Party thirty (30) days written notice of its intention to terminate.

   b. If TriMet is unable to appropriate sufficient monies to pay MCSO or subsidiary jurisdictions
   for their services under this Agreement, TriMet shall notify MCSO and subsidiary
   jurisdictions and the Agreement shall automatically terminate as of the end of the last fiscal
   year for which such appropriations are available.

   c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may
   be terminated by a Party as a result of a material breach of an obligation by the other Party to
   this Agreement as provided by law or in equity. Prior to such a termination, the terminating
   Party must provide the other Party with thirty (30) calendar days written notice of the
   material breach, including a detailed explanation of the breach during which period the
   breaching Party may cure the material breach ("Cure Period"). If at the end of the Cure
   Period the breaching Party has not cured the default, the terminating Party may terminate
   this Agreement for default.

   d. Any obligations arising prior to the date of termination survive the termination, including
   any obligation to defend and indemnify provided for under this Agreement.

   e. Upon expiration or termination of this Agreement for any reason, TriMet will receive all
   equipment, and supplies billed to TriMet during the course of this Agreement. Equipment
and materials in excess of $1,000, acquired by MCSO pursuant to this Agreement will be cataloged and tracked by County, and transferred to TriMet upon termination.

12. INDEPENDENT CONTRACTORS

a. MCSO shall comply with all federal, state and local laws, rules and regulations applicable to the work under this Agreement. MCSO and the other jurisdictions providing Transit Police officers, deputies or other personnel under this Agreement shall be responsible for the work and operations of the Transit Police Division.

b. MCSO is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for payment of all costs and expenses related to its employment of individuals performing work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. MCSO is a subject employer under Oregon Workers Compensation laws and shall comply with ORS 656.017, which requires MCSO to provide workers compensation coverage for all of its subject workers.

13. INDEMNIFICATION

a. Intent. It is the intent of the Parties that each Party be responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below. For purposes of indemnity obligations under this Agreement, the Parties agree that the Subsidiary Agencies and their personnel assigned to the Division are not agents of MCSO.

b. Indemnity to TriMet. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, the County shall indemnify and hold harmless TriMet and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against TriMet, the County shall defend the same at its sole cost and expense; provided that TriMet reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against TriMet, and its officers, agents, and employees, or any of them, or jointly against TriMet and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess coverage for amounts over one million dollars. County shall maintain excess coverage in an amount of at least one million dollars ($1,000,000) and name TriMet as an additional insured.

c. Indemnity to Subsidiary Agencies. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, the County shall indemnify and hold harmless any Subsidiary Agency and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages
is brought against a Subsidiary Agency, the County shall defend the same at its sole cost and expense; provided that the Subsidiary Agency reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Subsidiary Agency, and its officers, agents, and employees, or any of them, or jointly against the Subsidiary Agency and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess coverage for amounts over one million dollars. County shall maintain excess coverage in an amount of at least one million dollars ($1,000,000) and name Subsidiary Agency as an additional insured.

d. **Indemnity to County.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, TriMet shall indemnify and hold harmless MCSO, Multnomah County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of TriMet, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against County, TriMet shall defend the same at its sole cost and expense; provided that County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against County, and its officers, agents, and employees, or any of them, or jointly against County and TriMet and their respective officers, agents, and employees, or any of them, the TriMet shall satisfy the same. TriMet is self-insured and maintains excess coverage for amounts over one million dollars.

e. **Liability Related to TriMet Ordinances, Policies, Rules and Regulations.** In executing this Agreement, County does not assume liability or responsibility for, or in any way release TriMet from any liability or responsibility which arises in whole, or in part, from the validity or enforcement of TriMet’s ordinances, policies, customs, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TriMet adopted ordinance, policy, custom, rule or regulation is at issue, TriMet shall defend the enforceability and/or validity of any such ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against TriMet, the County, or an individual officer due to the enforceability and/or validity of any such TriMet ordinance, policy, custom, rule or regulation, TriMet shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a TriMet policy or ordinance is unconstitutional and/or violates a person’s rights, TriMet shall indemnify County and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person’s rights. TriMet’s defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, TriMet shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a TriMet ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of this Section that make each party liable for its own actions.
14. **THIRD PARTY BENEFICIARY**

The parties acknowledge and agree each Subsidiary Agency is a third party beneficiary of the indemnity provisions of Section 13 of this Agreement and shall be entitled to enforce its rights under Section 13 of the Agreement as if it were a party hereto.

15. **SEVERABILITY**

The Parties agree that if any term of provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. **MEDIATION**

Should any dispute arise between the Parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any Party commencing litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by both Parties.

17. **COMPLIANCE WITH LAWS**

MCSO shall comply with all federal, state and local laws, rules and regulations applicable to the work under this Agreement.

18. **DATA RETENTION**

Records and documents with respect to matters covered in this Agreement shall be retained for three years after the termination of this Agreement. All such records are also subject to inspection, review, or audit by the County or TriMet during the terms of this agreement.

19. **SURVIVAL**

The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

20. **AMENDMENT**

This Agreement may be amended at any time by mutual written agreement of TriMet and the County.

21. **OTHER NECESSARY ACTS**

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
22. INTEGRATION

This Agreement contains the entire agreement between the Parties regarding the subject matter addressed herein and supersedes all prior written or oral discussions or agreements.

23. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

SIGNATURE PAGE FollowS
The Parties have caused this agreement to be executed by their duly appointed officers, authorized to bind the Party for which they sign.

MULTNOMAH COUNTY

Deborah Kafoury, Chair
Multnomah County Board of Commissioners

3/19/2021
Date

Mike Reese
Sheriff

4/07/2021
Date

Approved as to form:

County Attorney Jenny Madkour

3/19/2021
Date

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET)

General Manager

Date

TriMet Legal Department

4/27/2021
Date
EXHIBIT A

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future MCSO deputies assigned to the Division will use their MCSO date of hire seniority as the means to select shifts, days off, vacations and overtime.

2. Current and future MCSO deputies assigned to the Division will abide by the provisions of this Exhibit 3.

3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

4. Subject to staffing needs and maintaining efficiency of the Transit Police Division, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.

6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units,
the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit A shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit A, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually

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agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. Work Hours. An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. Discipline. Discipline and discharge of MCSO law enforcement personnel assigned to the Division will be the responsibility of Multnomah County and in accordance with the Collective Bargaining Agreement between Multnomah County and the law enforcement personnel assigned to the Division.

20. Collective Bargaining Agreement. All other terms and conditions of any current Collective Bargaining Agreement between the MCSO and the law enforcement personnel assigned to the Transit Police Division shall remain in effect as to other issues not addressed by this Exhibit A. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit A, the provisions of such Collective Bargaining Agreement shall govern.
Exhibit B

Transit Services Deployment Strategy and Priorities

GOAL: To build and maintain public confidence in the security and safety of TriMet's transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system.

OBJECTIVES: TriMet’s objectives for the TriMet Transit Police Division are:

1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.

2. To build and maintain an appropriate level of cooperation and coordination between the TriMet Transit Police Division, contracted security services provider, and TriMet field personnel, i.e., Operators, Fare Inspectors, and Road and Rail Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.

3. To build a high level of cooperation and coordination between the TriMet Transit Police Division and other federal, state, and local law enforcement agencies.

4. To maintain public confidence in use of transit services.

5. To report related incidents to TriMet.

STRATEGY: The deployment of the TriMet Transit Police Division is to be developed in coordination with TriMet and will take into consideration the identified security needs of TriMet. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, TriMet employees, and the general public as they interact with the transit system.

PRIORITIES: Deployment priorities for the TriMet Transit Police Division will emphasize:

1. Enforcement: Focusing on TriMet ordinances and State and City laws to help ensure the security of passengers, employees, and TriMet’s property by responding timely to transit incidents.
   a. TriMet has decriminalized fare evasion penalties. Asking TriMet riders for proof of payment (e.g. fare inspection) is not a priority for law enforcement. Fare inspection should almost exclusively be conducted by personnel that are not law enforcement officers.
2. **Problem Orienting Policing:** Identifying problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for preventive action; using whenever possible—community policing strategies. When appropriate, coordinate and assist in providing other services offered by Multnomah County or other contracted entities, including services for individuals on transit without stable housing and individuals with behavioral, health, or quality of life concerns, as well as services offered by TriMet such as fare relief programs.

3. **Community Involvement:** It is a priority of TriMet to have our transit policing integrated with MCSO's initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible pro-active presence on and around TriMet's public facilities.

4. **Visible Presence:** On board buses and light rail (MAX) and at transit center/transfer points.

5. **Special Event Support:** Develop and execute special operations plans, which includes transit security for planned and unplanned events. Participate in incident command posts established by State and local law enforcement agencies to ensure mass transit needs are represented when law enforcement activity may impact transit operations and coordinate efforts between law enforcement and TriMet's Operations Command Center.

6. **Reporting:** Provides periodic and timely reports concerning the TriMet Transit Police Division's work, analyzes crime, part I crime data and trends, and related system security and safety data, and makes recommendations to TriMet with respect to strategy, deployment, and resource allocation.

7. **Community Member Complaints:** All complaints from members of the community concerning deputies or other personnel from the Multnomah County Sheriff's Office will be referred to the Sheriff with the finding copied to the TriMet Chief of Police. Both parties agree to:

   a. Maintain a police accountability system as described at subsections (b) through (g) below.

   b. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about MCSO deputies working in the Transit Police Division.

   c. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers or deputies who work in the Transit Police Division.

   d. Deliver all complaints about an officer or deputy who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
e. Absent a conflict with ORS 181.854(3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.

f. To the extent it does not conflict with any applicable labor agreement and agency procedures or directives, the following procedure will be used to handle criminal and non-criminal investigations related to law enforcement personnel assigned to the Transit Police:

   i. **Non-Criminal Investigations.** Non-criminal complaints received by the Transit Police Division (TPD), or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

   ii. **Criminal Investigations.** Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

   iii. **Cooperation.** All TPD agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

   iv. **Notifications.** When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the Transit Police Chief and the employing agency as soon as possible. At the completion of each investigation the lead agency will apprise the Transit Police Chief and the employing agency of the findings.

g. Conduct joint investigations when necessary and appropriate.
EXHIBIT C
TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Multnomah County Sheriff
Multnomah County Sheriff's Office
501 SE Hawthorne Blvd, Suite 350
Portland, OR 97214

RE: Multnomah County Staffing to TriMet Transit Police Division

Dear ________:

This letter is issued pursuant to the March, 2021 Agreement between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and Multnomah County, by and through the Multnomah County Sheriff’s Office, for TriMet Transit Police Services, as amended, to establish or change the number of deputies assigned from the Multnomah County Sheriff’s Office to the TriMet Transit Police Division.

Prior Staffing from (date of initial transit police staffing letter), To-Date

- from (date of initial transit police staffing letter) to (date)  (specify number of officer(s))
- from (date) to (date)  etc.  (specify revised number of officer(s)) etc.
- from (date) to (effective date of this staffing change)  (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change)  (specify revised number of officer(s))

Any future change in the number of deputies assigned from MCSO to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Marla Blagg, Executive Director, Safety and Security
TriMet

Agreed to by Multnomah County:

Multnomah County Sheriff          Date

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EXHIBIT D – TRANSIT SECURITY GRANT PROGRAM (TSGP)
FEDERAL REQUIREMENTS CONTRACT LANGUAGE

1. No Government Obligation To Third Parties

TriMet and Multnomah County (Contractor) acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, "Program Fraud civil Remedies, " 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above paragraph in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term “subcontract” as used in this Paragraph excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. **Right to Inventions (04/16)**

If the contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **Equal Employment and Civil Rights (01/18)**

Contractor agrees to comply with the following provisions and include in all subcontracts.

A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d and Federal transit law, TriMet is a recipient of Federal funds, and as such, prohibits discrimination of any kind. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.


C. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq, and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation;
and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements DHS may issue.


E. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Sections 12101 et seq., and Titles I, II, III, IV and V of the ADA, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

F. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. **Incorporation of Department of Homeland Security Requirements**

The preceding provisions include, in part, certain standard terms and conditions required by DHS, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DHS, are hereby incorporated by reference. The Contractor shall comply with the applicable DHS Special Conditions set forth in Appendix A.

7. **Debarment and Suspension (04/16)**

The certification in this clause is a material representation of fact relied upon by TriMet. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TriMet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

8. **Solid Waste Disposal Act (10/16)**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Procurement of Recovered Materials (04/16)

TriMet and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6952), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

11. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following: (1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,


(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:
(1) The awarding of any Federal contract;
(2) The making of any Federal grant;
(3) The making of any Federal loan;
(4) The entering into of any cooperative agreement; and,
(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
(2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
(3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section the following age agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

(1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this
clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

12. **Dispute Resolution and Remedies (08/16)**

12.1 **Disputes**

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator’s fees and costs shall be borne equally by the parties.

12.2 **Performance During Dispute**

Unless otherwise directed by TriMet, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

12.3 **Remedies**

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which TriMet is located.

12.4 **Rights and Remedies**

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that TriMet or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

13. **Environmental Violations**

For all contracts and subcontracts in excess of $100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to DHS and to the USEPA Assistant Administrator for Enforcement (EN0329).

14. **Energy Conservation**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).
privacy act

the following requirements apply to the contractor and its employees that administer any system of records on behalf of the federal government under any contract:

1. the contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the privacy act of 1974, 5 u.s.c. § 552a. among other things, the contractor agrees to obtain the express consent of the federal government before the contractor or its employees operate a system of records on behalf of the federal government. the contractor understands that the requirements of the privacy act, including the civil and criminal penalties for violation of that act, apply to those individuals involved, and that failure to comply with the terms of the privacy act may result in termination of the underlying contract.

2. the contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government financed in whole or in part with federal assistance.

3. subcontracts - the contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. the prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

cargo preference

contractor agrees:

a. to use privately owned united states-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for united states-flag commercial vessels.

b. to furnish within 20 working days following the date of loading for shipments originating within the united states, or within 30 working days following the date of loading for shipment originating outside the united states, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in english for each shipment of cargo described in the preceding paragraph to the division of national cargo, office of market development, maritime administration, washington, dc 20590, and to trimet (through the contractor in the case of a subcontractor's bill-of-lading) marked with appropriate identification of the project.

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

fly america

if this contract involves the international transportation of goods, equipment, or personnel by air, contractor agrees 1) to use u.s. flag carriers, to the extent service by these carriers is available and 2) to include this requirement in subcontracts at every tier. the contractor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately
explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event provide a certificate of compliance with Fly America Requirements. 41 CFR Part 301-10.

END OF EXHIBIT E - FEDERAL REQUIREMENTS

APPENDIX A - DEPARTMENT OF HOMELAND SECURITY SPECIAL CONDITIONS

The U.S. Department of Homeland Security (DHS) requires that a DHS grant recipient require that any contractor employed in completion of a DHS grant project comply with the following standard financial requirements. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with these requirements.

Administrative Requirements:
- 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110)

Cost Principles:
- 2 CFR Part 225, Cost Principles for State, Local, and Indian tribal Governments (formerly OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122)
- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

Audit Requirements:
- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
CERTIFICATION

REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this 19 day of March, 2021

By: [Signature]
Deborah Kafoury
Chair, Multnomah County Board of Commissioners
EXHIBIT E
BILLING REQUIREMENTS

Microsoft Excel Spreadsheet will be provided that is substantially similar to the following:

|-------|--------|-------|----------------------|-------------|------|------|------|------|------|------|------|------|------|------|------|------|

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
<th>Column 6</th>
<th>Column 7</th>
<th>Column 8</th>
<th>Column 9</th>
<th>Column 10</th>
<th>Column 11</th>
<th>Column 12</th>
<th>Column 13</th>
<th>Column 14</th>
<th>Column 15</th>
</tr>
</thead>
</table>

Example data for columns:

- Column 1: City
- Column 2: Code
- Column 3: Tenor
- Column 4: End of Fiscal Period
- Column 5: Fiscal Year
- Columns 6 to 15: Various financial data

The spreadsheet will include similar columns and data for financial years 2007 to 2017.
Tri-County Metropolitan Transportation District (TriMet)

ITEM 21  Intergovernmental Agreement between the Tri-County Metropolitan Transportation District of Oregon and City of Beaverton for Transit Police Services (April 1, 2021)
INTEGOVERNMENTAL AGREEMENT
BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON AND CITY OF BEAVERTON
FOR TRANSIT POLICE SERVICES
Contract No. GS210829EV

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (TriMet) and City of Beaverton, pursuant to authority granted in ORS Chapter 190 for the purpose of providing Transit Police Services to TriMet.

RECITAL

TriMet and City of Beaverton ("the Parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. TERM

The initial term of this Agreement shall be from April 1, 2021 through June 30, 2025. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2028, unless terminated sooner under the terms of this Agreement.

2. SERVICE LEVEL

a. For the term of this Agreement, City of Beaverton (also referred to as a Subsidiary Agency) will provide one or more full-time officer(s) or deputies ("law enforcement personnel") for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Beaverton Police Department, the TriMet Chief of Police, and TriMet's Executive Director, Safety and Security (Executive Director) with such letter in substantially similar a form as set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of law enforcement personnel is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide law enforcement personnel to the Division. City of Beaverton law enforcement personnel assigned to the Division will remain employees of City of Beaverton and will not be considered employees or agents of TriMet or Multnomah County. For purposes of this Agreement, the law enforcement personnel assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

b. Prior to this Agreement becoming effective, a separate intergovernmental agreement will be executed among TriMet and Multnomah County (Prime Agreement) to provide for the management, oversight, and deployment of the Division, including the assignment of Command Personnel to the Division. The Prime Agreement will provide that all Subsidiary Agencies are a third party beneficiary under the Prime Agreement for purposes of Multnomah County's obligation to indemnify Subsidiary Agencies for Multnomah County's actions.
c. City of Beaverton is, and shall at all times be deemed to be an independent contractor. City of Beaverton shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by City of Beaverton pursuant to this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between TriMet and Multnomah County or City of Beaverton or any of City of Beaverton’s agents or employees.

3. ASSIGNMENTS

a. Deployment Strategy and Priority for Services: Both parties recognize that they have legitimate interests in the deployment strategy and priority of services of Transit Police personnel. The Parties shall work together to ensure that the deployment and priorities of law enforcement personnel assigned to TriMet is effective and efficient, and in accordance with TriMet's Public Transit Agency Safety Plan (PTASP), TriMet's Security Management Plan (SMP), TriMet's Emergency Operations Plan (EOP), Federal Transit Administration (FTA) regulations concerning safety and security of transit systems, and as summarized in the attached Exhibit 1, which is incorporated into and made part of this Agreement. The parties agree that the law enforcement personnel assigned to TriMet by City of Beaverton, through the Beaverton Police Department, shall be deployed only within Washington County.

b. Daily Operation. Supervision of law enforcement personnel for the daily operations of the Transit Police will be provided by the Division's command personnel. Command personnel consists of a Multnomah County Deputy Sheriff with the rank of Captain to serve as the TriMet Transit Police Chief, the lieutenants, and sergeants assigned to the Division. The Police Chiefs or Sheriffs of the Subsidiary Agencies and the TriMet Transit Police Chief shall determine deployments of the respective jurisdiction's personnel on the transit system in accordance with the provisions of Exhibit 3.

c. General Orders, Directives, and Training, Division Standard Operating Procedures. All law enforcement personnel assigned to the Division will remain subject to the General Orders, Directives, and training requirements of the Beaverton Police Department. Additionally, all law enforcement personnel assigned to the Transit Police will abide by the Division's Standard Operating Procedures. In the event of a conflict among the Beaverton Police Department's General Orders Directives, and the Division's Standard Operating Procedures, the Beaverton Police Department's General Orders will prevail.

i. TriMet will not develop, maintain, or create any training materials, general orders, or directives for use by any law enforcement personnel assigned to the Transit Police in carrying out law enforcement activities. TriMet may provide orientation to law enforcement personnel on TriMet's system, the TriMet Code, and other non-enforcement specific information or training.

d. Selection and assignment of law enforcement personnel to the Transit Police will be determined jointly by the command personnel of the Beaverton Police Department and the Transit Police command personnel. Every effort will be made to select the most qualified available officer or deputy for making application for assignment to the Transit Police.
e. **Supplemental Police Services:** TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the TriMet Transit Police Chief. Once approval is received from the Executive Director, the TriMet Transit Police Chief will submit in writing to the Executive Director the name of the Subsidiary Agency providing the supplemental police services, and the number and names of personnel being assigned.

f. **Term of Assignment:** Law enforcement personnel assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and City of Beaverton. In the event of a hardship, City of Beaverton shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

4. **REIMBURSEMENT OF COSTS**

a. **Personnel Costs:** City of Beaverton shall be responsible for paying the salaries, overtime, insurance, retirement, cell phone monthly bases, and other benefits (“Personnel Costs”) of its respective law enforcement personnel serving in the TriMet Transit Police Division. City of Beaverton shall invoice TriMet monthly for all actual incurred Personnel Costs for Division personnel services provided by City of Beaverton. Administrative fees charged by the City of Beaverton to TriMet in connection with billings shall be 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate City of Beaverton within thirty (30) days after receiving the invoice.

b. **Invoices.** All invoices must be submitted in conformance with Exhibit 4. TriMet agrees to compensate City of Beaverton within thirty (30) days after receiving: (1) the respective invoice in the required format; and (2) any additional supporting documentation requested by TriMet. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 4012 S.E. 17th Avenue, Portland, OR 97202. For invoicing and auditing purposes, TriMet reserves the right to request any supporting documentation, including but not limited to timesheets, purchase orders, accounting charge spreadsheets, or invoices. TriMet reserves the right to reject any invoice or other payment request that is not in conformance with the requirements of this Agreement, including exhibits.

i. **Payment.** If TriMet fails to make a monthly payment within 45 days of an undisputed billing, City of Beaverton may charge an interest rate no more than two percentage points above the interest rate on the monthly City of Beaverton investment earnings.

c. **Training/Meeting Costs.** Training and meeting costs must be pre-approved by the Transit Police Chief and the Executive Director as set forth in this paragraph. Training shall be in furtherance of the mission of the Transit Police to improve the understanding of the unique operational needs of transit or in furtherance of TriMet’s mission. Routine or required trainings for law enforcement personnel will generally not be approved. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be
scheduled at least 30-days in advance of the training date. If approved by the Transit Police Chief, the Transit Police Chief shall forward the training/meeting cost requests to TriMet’s Executive Director for final approval.

d. **Equipment and Uniforms:** City of Beaverton shall assign law enforcement personnel to the Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERs) purchased by TriMet for the use of law enforcement personnel from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

   i. **Computers and Email.** City of Beaverton will provide access to a computer, an e-mail ID, appropriate software, training and support to all City of Beaverton law enforcement personnel assigned to the Transit Police. All City of Beaverton employees will maintain their City of Beaverton e-mail ID. City of Beaverton Information Services will provide support for county-issued equipment.

   ii. **Cell Phones.** City of Beaverton will provide its law enforcement personnel assigned to the Transit Police with cell phones.

   iii. **Radios.** City of Beaverton shall provide 800 MHz radios to all of its law enforcement personnel assigned to the Transit Police. Law enforcement personnel assigned to the Transit Police will be dispatched and use Beaverton Police Department radio channels.

e. **Body Cameras.** If City of Beaverton authorizes the use of body worn cameras, City of Beaverton will provide body cameras to law enforcement personnel assigned to the Transit Police. City of Beaverton will be responsible for all costs related to data storage for body cameras. New and replacement body cameras may be billed to TriMet as provided in this Section. Reimbursement for data storage costs associated with body camera footage retention system will be negotiated in a separate agreement or by amendment to this Agreement.

f. **Equipment Replacement.** Expenses associated with routine replacement of uniform and equipment unintentionally damaged by Transit Division personnel or worn-out in normal use shall be billed to TriMet subsequent to pre-approval. Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet. Monthly equipment replacement reserve costs for those items City of Beaverton manages in that manner shall be billed to TriMet.

g. **Overtime.** The following provisions apply to overtime for any personnel assigned to the Division by City of Beaverton:

   i. **Discretionary.** If approved in writing by the Executive Director of Safety and Security or the Executive Director’s designee, City of Beaverton may provide additional law enforcement personnel to perform operational overtime for special events or unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the law enforcement personnel.

   ii. **Disaster or Unusual Occurrence Overtime.** If TriMet experiences a disaster or unusual occurrence that is within the TriMet District and officer overtime is
requested by TriMet to stabilize the situation, the actual overtime expenditures will be billed to a grant, if available, or to TriMet if no grant funding is available.

iii. **Declared Emergency Overtime.** In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, TriMet may be responsible for the direct overtime expense of additional deputies performing duties, as negotiated under then-existing mutual aid agreements.

iv. **Tracking Overtime.** City of Beaverton will track the costs of any overtime incurred by the assigned law enforcement personnel that is related to the assigned law enforcement personnel's assignment to the Transit Police. TriMet agrees to reimburse City of Beaverton for the actual cost of any TriMet-related overtime incurred by the assigned law enforcement personnel and approved by the TriMet Executive Director. TriMet will work with the TriMet Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The Executive Director will be responsible for approving all non-routine overtime.

h. **Other Expenses.** Any reimbursement by TriMet of costs or expenses incurred by City of Beaverton in the performance of this Agreement not included in this Agreement, shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms. City of Beaverton shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this Agreement.

i. **Annual Budget:** Prior to January 1st of each year of this Agreement beginning in 2022 and every year thereafter, City of Beaverton shall submit to TriMet a proposed annual budget for services under this contract for the next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to City of Beaverton under this Agreement. If the parties cannot agree on such compensation by January 1st, any party may elect to terminate this Agreement without penalty.

   i. Notwithstanding the forgoing, prior to March 1, 2021 the parties shall agree on a budget for the remainder of the fiscal year and the following fiscal year (March 1, 2021 through June 30, 2022).

j. **Increases.** If there are changes in City of Beaverton General Orders or Policies that increase or modify the agreed upon Annual Budget, such costs increases shall be the responsibility of City of Beaverton.

5. **AGENCY COOPERATION AND COORDINATION**

   a. The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Multnomah County, and City of Beaverton are coordinated and effective.
b. The TriMet Chief of Police or the TriMet Chief of Police’s designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.

c. City of Beaverton agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. City of Beaverton agrees to provide to the Division TriMet coded reports, data, and records based on the National Incident-Based Reporting System (NIBRS) or other similar reporting system. TriMet agrees to make available to City of Beaverton, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

d. The Prime Agreement establishes that Multnomah County and TriMet will develop a strategic plan that will include performance metrics to measure the effectiveness of transit police services with the goal of continuous improvement of services. These performance metrics will be used to prioritize the deployment of services and overall law enforcement strategy for the Division.

6. COLLECTIVE BARGAINING AGREEMENTS

The parties agree that law enforcement personnel assigned to the Division from City of Beaverton are subject to and protected by their respective collective bargaining agreements, and by Exhibit 3 to this Agreement, to the extent the terms of this agreement, including Exhibit 3, are not in conflict with the respective collective bargaining agreements. Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3 as long as it does not conflict with the collective bargaining agreements.

7. VEHICLES

a. Vehicles assigned to the Transit Police Division shall be purchased by TriMet for the exclusive use of law enforcement personnel. Those vehicles shall be marked with appropriate distinctive insignia to indicate they are Transit Police vehicles. TriMet shall hold title to all vehicles assigned to the Transit Division and be responsible for obtaining and maintaining all vehicle registration and applicable insurance, including self insurance.

b. TriMet grants the following permit to City of Beaverton for use of the vehicles described in this Section. City of Beaverton shall use Vehicles only for the purposes expressly provided for herein, and shall, at its own expense, comply with and obey all laws, rules and regulations in using the Vehicles, including applicable requirements of the Federal Transit Administration. City of Beaverton represents and warrants that its personnel are adequately trained and licensed to carry out the activities of City of Beaverton under this Permit, and specifically, to operate the Vehicles. City of Beaverton shall allow only such trained and licensed personnel to perform the activities authorized by this permit, including operation of the Vehicles.

c. Notwithstanding any other provision of this Agreement, including Section 10 TERMINATION, either party may immediately terminate this permit of use granted under 6 by providing written notice to the other party as provided in this Agreement for notices.
d. City of Beaverton shall not permit any other party other than officers from other Transit Police Division participating jurisdictions to take possession of or use the Vehicles described in this Section 7 while in the custody of City of Beaverton under this Agreement.

8. K-9 UNIT TRAINING FACILITY

a. TriMet has entered into a ground lease (hereinafter “Lease”) with the Port of Portland effective August 1, 2012 for the use of certain premises (hereinafter “Premises”) to house explosives storage magazines in support of TriMet’s training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration (“TSA”) certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet’s K-9 unit training in accordance with the Lease terms. To the extent Beaverton uses these facilities, City of Beaverton agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.

b. Based on funding and other needs, the K-9 Program will be approved annually by the General Manager. K-9 Patrol Unit functions may include:

i. Conduct Patrol duties with officer;

ii. Respond to calls for suspected explosives;

iii. Proactively screen deliveries;

iv. Perform perimeter checks;

v. Evaluate abandoned packages;

vi. Support executive protection (with TriMet’s approval only);

vii. Support the management of special events; and

viii. Public relation events and community outreach;

9. PROJECT MANAGERS

a. Project Managers. All communications or notices under this Agreement shall be provided to the Project Managers designated by this Paragraph. The parties shall promptly notify each other in writing of any change in the designated Project Managers.

TriMet’s Project Manager is:

Marla Blagg, Executive Director of Safety & Security
Phone: 503-962-5823
Address: 1020 NE 1st Avenue, Mailstop PSO, Portland, OR 97232

City of Beaverton’s Project Manager is:

Ronda Groshong, Chief of Police
Phone: 503-526-2264
Address: 6125 SW Hall Blvd., Beaverton, OR 97008

10. TERMINATION
   a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.

   b. If TriMet is unable to appropriate sufficient funds to pay City of Beaverton for their services under this Agreement, TriMet must notify City of Beaverton and Multnomah County and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.

   c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach (“Cure Period”). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.

   d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

   e. Upon expiration or termination of this Agreement for any reason, TriMet will receive all equipment, vehicles, and supplies billed to TriMet during the course of this Agreement. Equipment and materials in excess of $1,000 acquired by City of Beaverton pursuant to this Agreement will be cataloged and tracked by City of Beaverton, and transferred to TriMet upon termination. In addition, City of Beaverton will transfer to TriMet the balance of all equipment reserve accounts to TriMet upon termination for any reason.

11. INDEMNIFICATION
   a. Intent. Multnomah County and City of Beaverton will be responsible for the work of the respective law enforcement personnel assigned to the TriMet Transit Police Division. It is the intent of the parties that each party be responsible for their own actions or the actions they direct or control. Personnel assigned to the division from City of Beaverton are not agents of TriMet or Multnomah County. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

   b. Indemnity to TriMet and Multnomah County. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, City of Beaverton shall indemnify and hold harmless TriMet and Multnomah County and their respective officers, agents, and employees, or any of them from any and all claims, actions, suits,
liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of City of Beaverton, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against TriMet or Multnomah County, City of Beaverton shall defend the same at its sole cost and expense; provided that TriMet and Multnomah County each reserve the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against TriMet or Multnomah County, and its respective officers, agents, and employees, or any of them, or jointly against TriMet, the County, and City of Beaverton and their respective officers, agents, and employees, or any of them, City of Beaverton shall satisfy the same. City of Beaverton maintains excess coverage for amounts over one million dollars. City of Beaverton shall maintain excess coverage in an amount of at least one million dollars ($1,000,000).

c. **Indemnity to City of Beaverton.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, if applicable, TriMet shall indemnify and hold harmless City of Beaverton and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of TriMet, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against City of Beaverton, TriMet shall defend the same at its sole cost and expense; provided that City of Beaverton reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against City of Beaverton, and its officers, agents, and employees, or any of them, or jointly against City of Beaverton and TriMet and their respective officers, agents, and employees, or any of them, the TriMet shall satisfy the same. TriMet is self-insured and maintains excess coverage for amounts over one million dollars.

d. **Liability Related to TriMet Ordinances, Policies, Rules and Regulations.** In executing this Agreement, the City of Beaverton does not assume liability or responsibility for, or in any way release TriMet from any liability or responsibility which arises in whole, or in part, from the validity or enforcement of TriMet's ordinances, policies, customs, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such TriMet adopted ordinance, policy, custom, rule or regulation is at issue, TriMet shall defend the enforceability and/or validity of any such ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against TriMet, City of Beaverton, or an individual officer due to the enforceability and/or validity of any such TriMet ordinance, policy, custom, rule or regulation, TriMet shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a TriMet policy or ordinance is unconstitutional and/or violates a person's rights, TriMet shall indemnify City of Beaverton and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. TriMet's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, TriMet shall be liable for the defense and indemnity of claims that allege municipal
liability as a result of a TriMet ordinance, policy, custom, rule or regulation, and
nothing in this section is intended to override the provisions of this Section that make
each party liable for its own actions.

12. **THIRD PARTY BENEFICIARY**

The parties acknowledge and agree that Multnomah County is a third party beneficiary of the
indemnity provisions of Section 11 of this Agreement and shall be entitled to enforce its rights
under Section 11 of the Agreement as if it were a party hereto.

13. **SEVERABILITY**

The parties agree that if any term or provision of this Agreement, is declared by a court to be
illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be
affected.

14. **MEDIATION**

Should any dispute arise between the Parties concerning this Agreement, which is not resolved
by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any
Party commencing litigation. In such an event, the Parties to this Agreement agree to participate
in good faith in a non-binding mediation process. The mediator shall be selected by mutual
agreement of the Parties, but in the absence of such agreement each Party shall select a
temporary mediator and those mediators shall jointly select the permanent mediator. All costs
of mediation shall be borne equally by all Parties.

15. **COMPLIANCE WITH LAWS**

Each party must comply with all federal, state, and local laws, rules and regulations applicable
to this Agreement.

16. **DATA RETENTION**

Each party must have access to the books, documents, and other records of the other parties
related to this Agreement for the purpose of examination, copying, and audit, unless otherwise
limited by law. Records and documents with respect to matters covered in this Agreement shall
be retained for three years after the termination of this Agreement.

17. **SURVIVAL**

The terms, conditions, representations and all warranties contained in this Agreement shall
survive the termination or expiration of this Agreement.

18. **AMENDMENT**

This Agreement may be modified at any time by written agreement of authorized
representatives of TriMet and City of Beaverton.

19. **INSURANCE**

Each party shall be responsible for providing workers' compensation insurance for their
respective employees, as required by law, and may elect to commercially insure or self insure
for any other liabilities assumed under this Agreement.

20. FEDERAL FUNDING

This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit 5.

21. INTEGRATION

This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibits 1 through 5 attached hereto which are made a part of this Agreement and constitutes the entire agreement among the parties.

22. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

23. EXECUTION

This Agreement shall be effective upon completion of (1) all parties signing the Agreement; and (2) Multnomah County executing a Prime Agreement with TriMet for Transit Police Services as described in Section 2 of this Agreement.

SIGNATURE PAGE FOLLOWS
The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

**TRIMET**

General Manager
TriMet

Date

Marla L. Blagg  
Executive Director, Safety & Security  
TriMet

4/2/2021

Date

**CITY OF BEAVERTON**

Authorized Official  
City of Beaverton

Title  
Mayor

31 Mar 2021

Date

Approved as to form:

Erik Van Hagen

TriMet Legal Department

Date

Exhibits:

Exhibit 1 – Transit Police Division Deployment Strategy and Priorities  
Exhibit 2 – Transit Police Division Staffing Letter  
Exhibit 3 – Transit Police Division Personnel Operations  
Exhibit 4 – Billing Requirements  
Exhibit 5 – U. S. Department of Homeland Security Grant Requirements
EXHIBIT 1

Transit Services Deployment Strategy and Priorities

GOAL: To build and maintain public confidence in the security and safety of TriMet’s transit system through the development and implementation of proactive strategies, practices, and resource allocation and deployment methodologies to help ensure the safety and security of TriMet customers, employees, and the general public as they interact with the transit system.

OBJECTIVES: TriMet’s objectives for the TriMet Transit Police Division are:

1. To focus efforts on prevention and pro-active enforcement to maximize visible presence on the system, including the use of outreach strategies and forming partnerships with community elements and service providers.

2. To build and maintain an appropriate level of cooperation and coordination between the TriMet Transit Police Division, contracted security services provider, and TriMet field personnel, i.e., Operators, Fare Inspectors, and Road and Rail Supervisors, including responding to calls for assistance and providing or coordinating follow-up investigation or tactical response.

3. To build a high level of cooperation and coordination between the TriMet Transit Police Division and other federal, state, and local law enforcement agencies.

4. To maintain public confidence in use of transit services.

5. To report related incidents to TriMet.

STRATEGY: The deployment of the TriMet Transit Police Division is to be developed in coordination with TriMet and will take into consideration the identified security needs of TriMet. Coordination will emphasize information sharing and deployment strategies aimed at protecting customers, TriMet employees, and the general public as they interact with the transit system.

PRIORITIES: Deployment priorities for the TriMet Transit Police Division will emphasize:

1. **Enforcement**: Focusing on TriMet ordinances and State and City laws to help ensure the security of passengers, employees, and TriMet’s property by responding timely to transit incidents.
   a. TriMet has decriminalized fare evasion penalties. Asking TriMet riders for proof of payment (e.g. fare inspection) is not a priority for law enforcement. Fare inspection should almost exclusively be conducted by personnel that are not law enforcement officers.
2. **Problem Orienting Policing**: Identifying problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for preventive action; using whenever possible-community policing strategies. When appropriate, coordinate and assist in providing other services, including services for individuals on transit without stable housing and individuals with behavioral, health, or quality of life concerns, as well as services offered by TriMet such as fare relief programs.

3. **Community Involvement**: It is a priority of TriMet to have our transit policing integrated with the City of Beaverton’s initiatives on community policing to encourage more direct police involvement with our riders and employees and to have a visible pro-active presence on and around TriMet’s public facilities.

4. **Visible Presence**: On board buses and light rail (MAX) and at transit center/transfer points.

5. **Special Event Support**: Develop and execute special operations plans, which includes transit security for planned and unplanned events. Participate in incident command posts established by State and local law enforcement agencies to ensure mass transit needs are represented when law enforcement activity may impact transit operations and coordinate efforts between law enforcement and TriMet’s Operations Command Center.

6. **Reporting**: Provides periodic and timely reports concerning the TriMet Transit Police Division’s work, analyzes crime, part 1 crime data and trends, and related system security and safety data, and makes recommendations to TriMet with respect to strategy, deployment, and resource allocation.

7. **Citizen Complaints**: All citizen complaints concerning deputies or other personnel from the Beaverton Police Department will be referred to the Chief of Police with the finding copied to the TriMet Chief of Police. Both parties agree to:
   
   a. Maintain a police accountability system as described at subsections (b) through (g) below.
   
   b. Provide an accountability system intake point to which the other participating Transit Police jurisdictions (“jurisdictions”) can refer or deliver complaints about Beaverton Police Department personnel working in the Transit Police Division.
   
   c. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers or deputies who work in the Transit Police Division.
   
   d. Deliver all complaints about an officer or deputy who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer’s employing jurisdiction.
e. Absent a conflict with ORS 181A.830(3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.

f. To the extent it does not conflict with any applicable labor agreement and agency procedures or directives, the following procedure will be used to handle criminal and non-criminal investigations related to law enforcement personnel assigned to the Transit Police:

i. **Non-Criminal Investigations.** Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member’s agency for disposition. The member’s agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

ii. **Criminal Investigations.** Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

iii. **Cooperation.** All TPD agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

iv. **Notifications.** When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the Transit Police Chief and the employing agency as soon as possible. At the completion of each investigation, the lead agency will apprise the Transit Police Chief and the employing agency of the findings.

g. Conduct joint investigations when necessary and appropriate.
EXHIBIT 2
TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

_________________________________

(date of letter)

Ronda Groshong, Chief of Police
City of Beaverton
6125 SW Hall Blvd. Beaverton, OR
97008

RE: City of Beaverton Police Staffing to TriMet Transit Police Division

Dear ________:

This letter is issued pursuant to the March 2021 Agreement between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and City of Beaverton, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the City of Beaverton to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), ____________ to-Date

• from (effective date of agreement), 2015 to (date) (specify number of officer(s))
• from (date) to (date) etc. (specify revised number of officer(s)) etc.
• from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

• from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of personnel assigned from the City of Beaverton to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Marla Blagg
Executive Director, Safety and Security
TriMet

Agreed to by the City of Beaverton: ____________________________

Agreed to by Multnomah County:

_______________________________ date ____________________________
Chief of Police

TPD 2021-2022 TriMet - City of Beaverton IGA
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EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is
staffed by police officers from multiple jurisdictions, each covered by their respective collective
bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and
equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority;
(3) to allow for the change of shift hours of operation and to re-allocated positions and days off within
certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future City of Beaverton law enforcement personnel assigned to the Division will
use their City of Beaverton date of hire seniority as the means to select shifts, days off, vacations
and overtime.

2. Current and future City of Beaverton officers assigned to the Division will abide by the
provisions of this Exhibit 3.

3. Seniority shall be defined as the length of uninterrupted service by the officer in the officer’s
agency within the officer’s Civil Service classification following the officer’s most recent
appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized
leaves and time lost because of duty-connected disability shall be included in length of service.
If an officer who has been promoted reverts to a position she/he formerly held, the officer’s
seniority shall be the sum of the seniority earned in the promotional class and in the class to
which the officer reverts.

4. Subject to staffing needs and maintaining efficiency of the Division/Detail, seniority shall be the
prime factor in the selection of shifts and days off provided the officer is otherwise qualified.
Seniority shall govern in the selection of vacation and holidays.

5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply
immediately to the officer’s choice concerning holidays and vacations. The transferring officer
may not use seniority to bump another officer’s shift or days off until 45 days from the date of
the written request.

6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply
immediately to the officer’s choice concerning holidays and vacation. In the event of an
involuntary transfer, the Division shall accommodate the shift and/or days off preferences of
transferring officers immediately, and shall not involuntarily bump any other officer for at least
thirty (30) days from the time the bumped officer receives notice of the bump. The transferring
officer may not use seniority to bump another officer’s shift or days off until 30 days from the
date of the written request.

7. For the purposes of this Agreement, the phrase “Transferring Officer” shall refer to an officer
desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Division shall prepare a form to be used by officers desiring to transfer from one shift,
assignment, or day off configuration to another within the same reporting unit. For the purposes
of this Agreement, this form shall be referred to as the “Transfer Request Form.” The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

   a. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

   b. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-
selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer’s pre-selected vacation times.

17. Shift Overtime. Where the overtime is not directly related to activities begun by an officer during the officer’s regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer’s already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. Work Hours. An officer will normally be given adequate advance notice of any change in the officer’s regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division’s ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. Discipline. Discipline and discharge City of Beaverton law enforcement personnel assigned to the Division shall be the responsibility of City of Beaverton and in accordance with the Collective Bargaining Agreement between City of Beaverton and its law enforcement personnel.

20. Collective Bargaining Agreement. All other terms and conditions of any current Collective Bargaining Agreement between City of Beaverton and its law enforcement personnel shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.
EXHIBIT 4  
BILLING REQUIREMENTS

Microsoft Excel Spreadsheet will be provided that is substantially similar to the following:
EXHIBIT 5 – TRANSIT SECURITY GRANT PROGRAM (TSGP)
FEDERAL REQUIREMENTS CONTRACT LANGUAGE

1. No Government Obligation To Third Parties

TriMet and Multnomah County (Contractor) acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, “Program Fraud civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above paragraph in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Homeland Security (DHS), and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this paragraph excludes (1) purchase orders not exceeding $10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

C. The periods of access and examination described in subparagraphs A and B of this paragraph for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Right to Inventions (04/16)

If the contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by
Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **Equal Employment and Civil Rights (01/18)**

Contractor agrees to comply with the following provisions and include in all subcontracts.

A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d and Federal transit law, TriMet is a recipient of Federal funds, and as such, prohibits discrimination of any kind. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.


C. **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements DHS may issue.

D. **Age** - In accordance with the Age Discrimination in Employment Act of 1974, as amended, 29 U.S.C Sections 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, the Age Discrimination in Employment Act, 29 U.S.C. Sections 621 et seq., and Equal Employment Opportunity Commission implementing regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

E. **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act (ADA), as amended, 42 U.S.C. Sections 12101 et seq., and Titles I, II, III, IV, and V of the ADA, the Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

F. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. **Incorporation of Department of Homeland Security Requirements**

The preceding provisions include, in part, certain standard terms and conditions required by DHS, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DHS, are hereby incorporated by reference. The Contractor shall comply with the applicable DHS Special Conditions set forth in
Appendix A.

7. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by TriMet. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TriMet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

8. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Procurement of Recovered Materials (04/16)

TriMet and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,


(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.
A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

1. The awarding of any Federal contract;
2. The making of any Federal grant;
3. The making of any Federal loan;
4. The entering into of any cooperative agreement; and
5. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

1. An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
2. A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
3. A special Government employee as defined in section 202, title 18, U.S. Code; and,
4. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code, appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularity employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less that 130 working days within
one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(c) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

   (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

   (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

   (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

   (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

   (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.
(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal
aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

(1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action, or

(b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding $100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

(1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.
(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

12. Dispute Resolution and Remedies (08/16)

12.1 Disputes

SHOULD ANY DISPUTE ARISE BETWEEN THE PARTIES CONCERNING THIS AGREEMENT THAT IS NOT RESOLVED BY MUTUAL AGREEMENT, IT IS AGREED THAT IT WILL BE SUBMITTED TO MEDIATED NEGOTIATION PRIOR TO ANY PARTY COMMENCING LITIGATION. IN SUCH AN EVENT, THE PARTIES TO THIS AGREEMENT AGREE TO PARTICIPATE IN GOOD FAITH IN A NON-BINDING MEDIATION PROCESS. THE MEDIATION SHALL TAKE PLACE IN PORTLAND, OREGON. THE MEDIATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES, BUT IN THE ABSENCE OF SUCH AGREEMENT EACH PARTY SHALL SELECT A TEMPORARY MEDIATOR AND THOSE MEDIATORS SHALL JOINTLY SELECT THE PERMANENT MEDIATOR. THE MEDIATOR’S FEES AND COSTS SHALL BE BORNE EQUALLY BY THE PARTIES.

12.2 Performance During Dispute

Unless otherwise directed by TriMet, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

12.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which TriMet is located.

12.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that TriMet or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contract or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach thereunder, except as may be specifically agreed in writing by both parties.

13. Environmental Violations

For all contracts and subcontracts in excess of $100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to DHS and to the USEPA Assistant Administrator for Enforcement (ENO329).

14. Energy Conservation
The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6221, et seq.).

15. **Privacy Act**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance.

(1) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

16. **Cargo Preference**

Contractor agrees:

A. To use privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. To furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to TriMet (through the contractor in the case of a subcontractor's bill-of-lading) marked with appropriate identification of the Project.

C. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

17. **Fly America**

If this contract involves the international transportation of goods, equipment, or personnel by air, Contractor agrees 1) to use U.S. flag carriers, to the extent service by these carriers is available and 2) to include this requirement in subcontracts at every tier. The Contractor shall submit, if a foreign carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with Fly America Requirements. 41 CFR Part 301-10.

END OF EXHIBIT 5 - FEDERAL REQUIREMENTS
APPENDIX A - DEPARTMENT OF HOMELAND SECURITY SPECIAL CONDITIONS

The U.S. Department of Homeland Security (DHS) requires that a DHS grant recipient require that any contractor employed in completion of a DHS grant project comply with the following standard financial requirements. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with these requirements.

Administrative Requirements:
• 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
• 2 CFR Part 215, Uniform Administrative Requirements for grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (formerly OMB Circular A-110)

Cost Principles:
• 2 CFR Part 225, Cost Principles for State, Local, and Indian tribal Governments (formerly OMB Circular A-87)
• 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21)
• 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122)
• Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

Audit Requirements:
• OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
CERTIFICATION

REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The City of Beaverton certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

4/2/2021
Executed this ___ day of___________, 20___

By: ____________________________

Authorized Official

Title: __________________________

Interim City Manager
Tri-County Metropolitan Transportation District (TriMet)

ITEM 22  Bus and MAX Platform Inspections SOP 306 (6/21/2018)
1.0 Purpose:

The purpose of this procedure is to ensure compliance with TriMet's fare policies. This procedure outlines fare enforcement strategies for conducting fare inspections in compliance with TriMet's fare policies. The TriMet Code lists regulations governing proof of fare payment. Follow procedures in SOP 313 – Guidelines for Issuance of Citations, Warnings, and Exclusions when responding to violations of TriMet fare policy.

2.0 Procedures:
1. In all fare inspection situations:
   - Use safe and effective platform/vehicle entry points and engagement techniques.
   - Comply with all other applicable SOPs, including SOP 311 – Prohibited Practices: Profiling, which prohibits the improper use of any protected classification as a basis for making a customer inquiry or taking an enforcement or compliance action.
   - Develop a standard professional greeting and presence during initial approach to customers on vehicles or platforms.
   - Acknowledge and thank each person as they display a fare, pass, personal identification, or tickets.
   - Do not detain any person or prevent their exit or departure from any TriMet property or TriMet vehicle. A person announcing or choosing to depart should be allowed to do so. (See SOP 307 - Use of Physical Force Prohibited).

2. Inspections are generally accomplished through either: (1) individual officers working usually in teams of two or small groups; or (2) through fare missions. Fare missions are conducted jointly among larger groups of TriMet and non-TriMet safety and security personnel that work together at a location. Individual inspections and fare missions should both generally utilize the strategies described in this section.

3. Use a safe and systematic approach when inspecting fares onboard a MAX train. The strategy taken for purposes of fare enforcement will ultimately depend on the specific circumstances, as well as the availability of staff. As a general matter, one of the three strategies below should be used. For safety and security reasons it is appropriate to deviate from the planned strategy. The three general strategies are:
   - **Strategy 1 On Board Rolling Inspections** (Trains & Buses): On trains, officers should enter the rail car and move through the vehicles in a systematic manner in an effort to inspect as many customers as possible. Options for systematic inspections include: (1) starting at the outer ends of the vehicle and working toward the middle; (2) entering the middle doors and working towards the ends; or (3) inspecting those near to the doors working toward the middle. On buses, request proof of payment while walking down the aisle of the bus.
• **Strategy 2 On Platform/Stop Inspections** (Trains & Buses): Officers should position themselves by the door at the stop, request proof of payment as customers exit and continue to check fares at the stop as passengers arrive. For customers arriving at the platform or stop, a citation for fare evasion can only be issued on a paid platform or stop.

• **Strategy 3 Platform Inspections with Train Hold Inspections** (Trains only and with approval by management): This is a combination of rolling and platform inspections. Officers should generally enter the same rail car, one at each door per two car train, provided that adequate staff are available. Announce the inspection and contact the first person behind the door continuing clockwise/counter clockwise. Transit Police will assist as available.

**NOTE:** This list of strategies is not meant to be exhaustive. If TriMet training provides for additional approved strategies or modifies the above strategies, those strategies may be deployed as appropriate.

4. When holding a train to conduct a fare mission, officers should:
   • Consider previous or current delays on the system that would become more prominent as a result of holding trains for inspection. If there was/is an event that substantially affects scheduling, the decision not to hold trains for inspection should be made.
   • Call Control on the appropriate rail channel and notify of the plan to conduct fare enforcement, including the location and direction of the train.
   • Position an officer near the front end of the platform to enable communication between the officer and the Operator to ensure that the train is held for the sufficient period of time for the to complete the fare inspection mission.

5. When inspecting fares on a TriMet bus, officers should:
   • Indicate the number of doors the operator should open.
   • Announce your presence to the Operator at the front door.
   • Not block doors in a manner that prevents safe exit.
ITEM 23 Persons Engaging in Prohibited Behavior on TriMet Property SOP 308 (Rev. 7/17/2014)
1.0 Purpose:
Field Operations will establish and follow criteria for assessing rider behavior and advising riders of appropriate behavior on TriMet vehicles and property, and will work in cooperation with the TriMet Transit Police Division, when appropriate, to address or respond to behavior on TriMet vehicles or property.

2.0 Statement of Principles:
- Field Operations Supervisors have the responsibility of informing persons when their actions are inappropriate or are in violation of TriMet Code.
- Field Operations Supervisors will determine if a customer is in need of assistance and will request additional support if necessary, (e.g., family member, social services agencies, Police, language assistance or medical).

3.0 Duties and Responsibilities:
- When there is a report of a person who is sleeping, lost or confused, or a juvenile that clearly should not be unattended, a Supervisor may respond to determine the person’s intended use of TriMet property. Contact the Operations Command Center (OCC) for assistance in the following situations:
  1. If the reporting party states that the person does not react to efforts to rouse them
  2. There is concern about the person’s welfare
  3. It is determined there is violation of State, City, or TriMet Code
- The first arriving Supervisor will evaluate the situation and act within his/her authority to assist or query the party in question.
- At no time will a Field Supervisor physically remove a person from District property.
- The responding Supervisor will work in conjunction with OCC and Police units in determining a rendezvous point to meet a District vehicle while en-route. The intent is to minimize the delay to riding passengers.
- The responding Supervisor or Police will have final say on the meeting point or if the vehicle will hold at an announced position. This is determined by information received by the reporting party.
1.0 Purpose:
Ensure that Field Operations personnel at all levels work with respect for all people and provide services free of discriminatory practices. Field Operations training efforts will be consistent with this goal by providing ongoing education intended to increase knowledge, skills and abilities.

2.0 Duties and Responsibilities:
- Field Operations Leads will encourage sharing of new information and implementation of learned techniques intended to improve customer interactions and the equitable enforcement of the TriMet Code.
- TriMet will seek to continuously improve its communication with customers at the time of enforcement action or inquiry. TriMet Field Operations Supervisors will explain to customers the reason for the action or inquiry whenever possible.
- TriMet Field Operations Supervisors will employ customer service strategies that respect and value our customers, employees and community members. All missions, enforcement actions or customer interactions will be free from strategies that include profiling.
- It is the responsibility of all Field Operations personnel to meet or exceed expectations set forth in TriMet policies and workplace standards.

3.0 Definitions:
Profiling: The improper use of any protected classification, such as race, color, religion, sex, age, national origin, ancestry, physical or mental disability, sexual orientation, marital or veteran status, family relationship, or any other legally protected characteristic or status, as a basis for making a customer inquiry or taking an enforcement or compliance action. TriMet will not use these classifications as a factor in its decision to contact customers, educate and inform them, or to ensure compliance with the TriMet Code.
ITEM 25 Guidelines for Issuance of Citations, Warnings, and Exclusions SOP 313 (6/21/2018)
1.0 Purpose:
Enforcing the rules and regulations of the TriMet Code promotes the safety, convenience, and comfort of TriMet’s passengers, safety of TriMet personnel and the region. Enforcement also preserves TriMet’s service quality in pursuit of our obligation to provide a cost-effective source of reliable transportation, and to prevent system security vulnerabilities.

All fare evasion citations issued to adults are subject to a 90-day stay where the citation will not be filed in court until the end of the stay period. During the 90-day stay period, the customer can resolve the citation administratively with TriMet through a fine, community service, or by enrolling in the low income fare or honored citizen program. The customer can also request a hearing with TriMet. Only when a customer does not resolve the citation within the 90-day stay period, is it filed with the court.

This document provides guidance for the issuance of warnings, citations, and exclusions for violations of the TriMet code. This Standard Operating Procedure (SOP) refers to “officer” as any TriMet personnel with the authority to issue citations, warning, and exclusions under the TriMet Code.

In exercising discretion to warn, cite, or exclude a customer, an officer must never discriminate against a customer based on the customer’s race, ethnicity, religion, gender, gender identity, sexual orientation, economic situation, national origin, disability, or age.

2.0 Procedures:
1. Some customers will require additional time, effort, assistance and patience. TriMet expects officers to be professional to all customers, including customers who are violating TriMet’s fare policies.
2. Youth, Honored Citizen, Transit Assistance Program or PASSport fare instruments require special attention to confirm violation:
   - **Youth Tickets and Passes:** Youth tickets require evidence of age eligibility of 17 years or younger or a valid ID showing that the rider is a student in high school (grades 9-12) or pursuing a General Educational Development (GED) certificate.
   - **Honored Citizen/Transit Assistance Tickets and Passes:** Honored citizen tickets and passes are intended for persons age 65 years or better, or for individuals who qualify due to disability or being a Medicare Card holder. Honored Citizen passes and tickets may also be used by those eligible for the Transit Assistance Program (TAP). TAP participants must have their TriMet issued identification card.
   - **PASSport:** A PASSport will include a name and photo ID, as such misuse is easier to recognize.
3. Prior to issuing a warning, citation or exclusion, the officer should attempt to perform a records check (R-check) through their hand-held device or through the Operations Command Center.
4. In all cases, once you have recorded information, return the pass or identification to the customer. By law, the officer may not hold or retain a pass or ID beyond a reasonable length of time to record the information.
5. Check for eligibility for administrative resolution. To be eligible for administrative resolution, the customer must:
   a. Be age 18 or older. Juveniles should be issued a regular uniform citation and are not eligible for administrative resolution.
   b. The sole offense is fare evasion (TMC Section 29.15 A-C; or 29.15 F-G). Multiple offenses (e.g. fare evasion and smoking) and non-fare related offenses (including failure to provide name or identification) are not eligible.

6. For those eligible (adults with fare evasion as the sole offense), to issue a citation subject to the administrative resolution and a 90-day stay, the following must be completed:
   a. Use a standard uniform citation form to issue the citation.
   b. Since the citation is stayed for 90-days, the first appearance date on the citation must be set out for at least 120 days.
   c. Note on the citation form whether this is a first/second/third/fourth (or beyond) offense. This is based on the records check. If the records check cannot be completed, it should be considered a first time offense.
   d. Place the citation in the envelope that provides the options for resolution.
   e. Mark on the envelope the applicable fine and community service options.
   f. If appropriate, inform the customer about their options to resolve the citation administratively and respond to any questions.

3.0 General Enforcement Protocol:
TriMet's fare policies and the potential for citation and penalty are clearly communicated throughout the TriMet system and on-board all TriMet vehicles. As such, it is expected that the majority of fare violations warrant issuance of a citation.

The following are guidelines for exercising discretion to issue a warning, citation, exclusion, or arrest (for those with the ability to arrest):

<table>
<thead>
<tr>
<th>1st Contact</th>
<th>2nd Contact</th>
<th>3rd Contact</th>
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<tbody>
<tr>
<td>Written Warning* OR Citation</td>
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<td>(30 Day Exclusion)</td>
<td>(30 Day Exclusion)</td>
<td>(90 Day Exclusion)</td>
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<tr>
<td>For enforcement purposes, fare violations are counted as an individual category</td>
<td>For enforcement purposes, TMC 28.15 (A),(B), (D) violations all count toward increased sanctions</td>
<td>ORS</td>
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</tbody>
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<tr>
<th>Exclusion AND/OR Arrest</th>
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<td></td>
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<td>(60 Day Exclusion)</td>
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</table>
*A warning is only appropriate if the violation of the code involves special mitigating circumstances. For fare evasion, special circumstances may include situations where riders are tourists or otherwise clearly unfamiliar with the fare payment requirements, children, seniors, people with disabilities, and people with limited English proficiency. A warning is unlikely to be appropriate when the customer has already been warned in the past for the same or similar conduct.

A warning may also be appropriate the first time that a customer presents a capped HOP fare instrument such as daily/monthly capped fare or a universal pass, and whose only offense was not tapping for the current ride. In this situation, the customer has already paid for their ride, but just not tapped their HOP card. The key is that the failure to tap under these circumstances does not provide the customer an opportunity to avoid paying a fare. A warning should be issued the first time the customer fails to tap under these circumstances.

**Exclusions:** Exclusions may be appropriate for repeat offenders (three or more citations for fare evasion). Exclusions may also be appropriate where the customers' conduct is such that removing them from the system will be to the benefit of the safety and welfare of TriMet's customers and employees.

**Non-Fare related code violations:** Violations for offenses other than no proof of payment should use the same guidelines above (e.g. citations are generally appropriate absent mitigating circumstances).
Tri-County Metropolitan Transportation District (TriMet)

TriMet Policy – Cleanup of Camps on TriMet Property
CLEANUP OF CAMPS ON TRIMET PROPERTY

PURPOSE AND SCOPE

ORS 203.077 requires all municipalities to develop and implement policies which address unauthorized camping on public property. The Tri-County Metropolitan Transportation District of Oregon (TriMet) is a municipal corporation of the State of Oregon pursuant to its enabling statute (ORS 267.200).

TriMet recognizes the social nature of the problem of individuals camping on public property and the need to develop a policy for the removal of camps. This procedure is being developed to ensure the humane treatment for removal of individuals and personal property from camp sites on TriMet property.

These procedures shall apply to all TriMet property, regardless of whether a permanent sign such as "No Camping" has been posted at the site.

The General Manager has designated the Executive Director of Safety, Security and Environmental Services to implement, update or modify this Policy as needed.

DEFINITIONS

The following definitions shall apply to this Policy:

"Camp" or "Camping" means to live, cook, sleep, or take overnight shelter in a temporary or non-permanent structure, motorized vehicle, or location, including but not limited to a hut, shack, lean-to, storage shed, tent, travel trailer, recreational vehicle, boat, utility trailer or vehicle of any kind; or within, under or on a permanent structure such as a bridge or overpass.

For purposes of this Policy, the below list of activities and circumstances may be considered in determining whether a person has "camped" or is "camping" on TriMet property.

1. Sleeping or making preparations to sleep, including the laying down of bedding for the purpose of sleeping overnight.

2. Occupying a shelter out of doors. "Shelter" shall mean any cover or protection from the elements other than clothing, such as a tent, tarp, shack, sleeping bag, or other structure or material.

3. The presence or use of a campfire, camp stove or other heating source or cooking device.

4. Keeping or storing Personal Property.

TriMet Policy – Cleanup of Camps on TriMet Property
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“Debris” means any item that has no apparent utility or is in an unsanitary condition.

“Personal Property” means any personal property reasonably recognizable as belonging to a person and that has apparent utility.

NOTIFICATION AND CLEANUP OF UNAUTHORIZED CAMPS POLICY

The procedure developed below is established pursuant to ORS 203.077 – 203.081. It is intended to address the identification, notification and removal of Camps while preserving as much as possible the dignity and respect all persons deserve. TriMet’s Safety, Security, and Environmental Services Department is responsible for ensuring compliance with this Policy, and should work with Transit Police officers to ensure the safe and humane implementation of the Policy.

1. Notice of Cleanup: A TriMet employee shall post a temporary Notice, “Notice This Site to be Vacated and Cleaned Up” (Notice) (see attachment), prior to removal of personal property from a Camp, regardless of whether or not a permanent sign such as “No Trespassing” is posted at the site. The posting of the Notice should be documented by means such as photographs or daily journal entries.

The Notice must:

- Be posted in a conspicuous place in the general vicinity of the personal property to be removed.
- Be laminated or otherwise made weather resistant.
- Be posted at least 24 hours before cleanup.
- Be posted at the conclusion of the cleanup.
- Be written in both English and Spanish.
- Be posted on something other than personal property in the area.
- Indicate the date(s) that items must be removed.
- Indicate a TriMet contact phone number.
- Indicate how personal property may be claimed.

2. Exceptions to Notice Requirement: The 24-hour Notice required above shall not apply when:

   a) There are grounds for law enforcement officials to believe that illegal activities are occurring; or

   b) In the event of an exceptional emergency, such as possible site contamination by hazardous or bio-hazardous materials or when there is immediate danger to human life, welfare or safety.

In the event Personal Property is removed pursuant to an Exception to the Notice Requirement:

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i. Notice shall be posted at the time the Personal Property is removed.

ii. Personal Property shall be stored as described under "Cleanup of the Camp," below, for a minimum of 30 days.

iii. Debris may be immediately discarded from the Camp.

3. **Documentation of Posting Notice and Notification of Social Service Agency:** A TriMet employee who posts a Notice at a Camp will notify the TriMet Safety, Security and Environmental Services Department and photograph the Camp and its contents to the extent possible, including the Notice. A TriMet employee or Transit Police officer must notify local social service agencies in case they are able to offer assistance to the campers. At a minimum, the following agencies must be notified and provided information about the Camp location, date and time of the Notice posting, estimated number of campers, and the name and telephone number of the reporting employee or officer. For properties located:

**Inside the Portland city limits.** Contact JOIN at (503) 232-2031 or (503) 232-7052 or joinpdx.com.

**In Washington County.** Contact the Department of Health & Human Services at (503) 846-8881.

**In Clackamas County.** Contact County Social Services at (503) 650-5622.

**In Multnomah County.** Contact the Department of Human Services at (503) 988-3691.

If appropriate, a TriMet employee may arrange for outreach workers to visit the Camp where a notice has been posted to assess the need for social service assistance in arranging shelter and other assistance.

4. **Cleanup of the Camp:**

A TriMet employee familiar with the policy on the removal of Personal Property from Camps should be on-site at each Camp cleanup to provide the cleanup crews, who may be employed by a contractor, with a review of what is considered Personal Property and to monitor the cleanup to assure that the correct procedures are followed.

At the time the Camp is to be cleaned up, the TriMet employee should take photos showing the general condition of the area before items are removed, including the major Personal Property items at the location (e.g., bicycles, camping equipment, etc.). Photos and other documentation should be held at least two years after the storage period ends.

The TriMet employee shall investigate the area before the cleanup begins. If weapons, possible stolen goods, hazardous waste, drugs, or drug paraphernalia are
found, the person may call the appropriate local law enforcement agency. If campers are present, the TriMet employee should contact the Transit Police and request a uniformed officer be present.

Any items designated as Personal Property and not Debris must be placed on a tarp or other covering and photographed. To the extent possible or feasible, the Personal Property should be arranged so that each item is distinguishable in the photo. Cleanup crews shall take reasonable effort to open boxes, bags, and other containers and to display and photograph the contents if the contents appear to be Personal Property. A cleanup report consisting of photos and other documentation as appropriate shall be placed in a file that is held at least two years after the storage period ends.

All Debris should be bagged and recycled or deposited in a proper disposal area.

If the posted Notice is found to have been removed, the TriMet employee should replace the Notice on the day of the cleanup using the dates from the original notice. The TriMet employee should ensure that Notice is posted at the conclusion of the Camp cleanup to ensure that campers know how to retrieve their Personal Property. The Notice posted at the conclusion of Camp cleanup should be documented by photos and an entry in the cleanup report.

If appropriate, following the removal of homeless individuals from a Camp the police, TriMet officials, and outreach workers may meet to assess the Notice and this Policy, to discuss whether the removals are occurring in a humane and just manner, and to determine if any changes are needed in the Policy.

5. **Storage of Personal Property:**

Personal Property to be stored should be identified with the date and location where it was collected. Small items may be placed in plastic bags for ease of transport and storage. Bags should be clear to aid in identifying the Personal Property when claimed. Personal Property removed from Camps shall be placed into storage in a manner likely to protect it from harm.

TriMet shall store items of Personal Property and make them reasonably available to any person claiming ownership for a minimum of 30 days. After the 30 day storage period, unclaimed Personal Property can be disposed or recycled.
NOTICE

THIS SITE TO BE VACATED AND CLEANED UP – PERSONAL PROPERTY MUST BE REMOVED

DATE OF POSTING: ______________

Pursuant to TriMet’s policy “Cleanup of Camps on TriMet Property,” this area has been declared an unauthorized camp. It is the policy of TriMet to provide at least 24-hours notice before removing shelters and personal possessions at camps. All temporary shelters, bedding, personal property and litter must be removed before the cleanup date of ______________.

Personal property remaining on site on or after the cleanup date shall be removed by TriMet. Items that appear to have no apparent utility or to be in an unsanitary condition will be immediately discarded. Personal property will be held for 30 days. Property that is unclaimed after 30 days will be disposed of. To retrieve personal property or for more information, contact TriMet at 503-962-5743.

☐ If this box is checked, Law Enforcement has determined that an illegal activity other than camping, or an exceptional emergency such as possible site contamination by hazardous or bio-hazardous materials and/or an immediate danger to human life, welfare or safety is occurring. Personal property has been removed or discarded as described above.

Name of Officer: ____________________________

SOCIAL AGENCY CONTACTS

*Contact 211 for current available services in the area

Other Contacts

In Portland - JOIN – (503) 232-2031
Washington County Dept. of Health & Human Services – (503) 846-8881
Clackamas County Social Services – (503) 650-5622
Multnomah County Dept. of Health & Human Services – (503) 988-3691

PERSON POSTING NOTICE ______________

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AVISO

ESTE SITIO SE DESALOJARÁ Y LIMPIARÁ – SE DEBERÁN RETIRAR TODOS LOS EFECTOS PERSONALES

FECHA DEL AVISO: ______________

Conforme a la política de TriMet sobre limpieza de campamentos en propiedades de TriMet, esta área se declarará como campamento no autorizado. Es política de TriMet dar aviso por lo menos con 24 horas de antelación antes de retirar albergues y efectos personales de los campamentos. Todos los albergues temporales, alojamientos y enseres personales deberán retirarse antes de la fecha de limpieza programada para ________________________ .

Los enseres personales que no sean retirados antes de la fecha ya indicada, serán removidos por TriMet. Aquellos artículos que aparentemente no parezcan ser de utilidad o que no presenten condiciones sanitarias se eliminarán de inmediato. Los enseres personales se mantendrán por un plazo de 30 días. Todo artículo que no sea reclamado transcurrido el plazo de 30 días será desechado. Para recuperar pertenencias o solicitar más información, comuníquese con TriMet llamando al 503-962-2472.

☐ Si este cuadro está marcado significa que la policía ha determinado que se ha producido una actividad ilegal (que no corresponde a acampar), o una situación de emergencia excepcional, como por ejemplo una posible contaminación del sitio producto de materiales peligrosos o de riesgo biológico, o peligro inmediato a la vida, el bienestar o la seguridad de las personas. Los enseres personales se han retirado o eliminado según lo descrito anteriormente.

Nombre del funcionario: ________________________________

CONTACTOS DE LA AGENCIA SOCIAL

*Llame al 211 para consultar los servicios disponibles en el área

**Otros contactos**

En Portland - JOIN – (503) 232-2031

Depto de Salud y Servicios Humanos del Condado de Washington – (503) 846-8881

Servicios Sociales del Condado de Clackamas – (503) 650-5622

Depto de Salud y Servicios Humanos del Condado de Multnomah – (503) 988-3691

PERONA QUE PUBLICA ESTE ANUNCIO ____________________________

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