

REPORT OF GENERAL MANAGER

NO. 05-166

DATE June 15, 2005

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MEMORANDUM OF AGREEMENT WITH THE GENERAL SERVICES DEPARTMENT FOR THE PROVISION OF SECURITY SERVICES TO RECREATION AND PARKS

\*J. Combs \_\_\_\_\_ J. Kolb \_\_\_\_\_  
F. Mok \_\_\_\_\_ S. Huntley \_\_\_\_\_  
K. Regan \_\_\_\_\_ H. Fujita \_\_\_\_\_  
B. Jensen \_\_\_\_\_

  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATION:

That the Board:

1. Approve a Memorandum of Agreement (MOA), substantially in the form as attached, with the General Services Department (GSD) for the provision of law enforcement and security within all park property under the jurisdiction of the Board of Recreation and Park Commissioners, seven days per week, 24-hours per day, subject to approval of the City Attorney as to form;
2. Direct the Board Secretary to submit the proposed MOA to the City Attorney for review and approval as to form;
3. Authorize the General Manager to execute the MOA subsequent to receipt of all necessary approvals; and,
4. Direct the Board Secretary to request that the City Attorney prepare and forward to the City Council to adopt an Ordinance transferring powers, duties, and functions for law enforcement and security as described in the MOA, and to prepare any necessary related ordinances or resolutions concerning personnel or funds affected by the transfer.

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### SUMMARY:

On April 27, 2004, the City Council approved in concept the consolidation and functional transfer of security services from the Department of Recreation and Parks and from other City departments to a new Office of Public Safety (OPS) in GSD (Council File 03-2062). The goal of the conceptual plan was to increase effectiveness through centralization of security functions, with elimination of duplicative or wasteful spending and inefficiencies; the consolidation plan involved the departments of the Library, Zoo, El Pueblo, and Convention Center in addition to Recreation and Parks. Several months after that motion, in light of identified regional park requirements, the City Council also directed the development of a plan to deploy 30 Park Rangers at the City's larger regional parks including Griffith Park, Elysian Park, Runyon Canyon, Sepulveda Basin, Hansen Dam, Ernest Debs Park, Angels Gate/Cabrillo Beach, Venice Beach, Bee Canyon/O'Melveny, and Harbor Regional Park (Council File 04-2043). The Mayor's proposed annual budget for the City for the Fiscal Year beginning July 1, 2005, and ending June 30, 2006, consolidated much of the Recreation and Parks Park Ranger budget for full-time staff, part-time staff, equipment, and expenses into the budget for GSD. The City's budget, which provides fiscally for the consolidation of Recreation and Parks security services into GSD, was approved by the City Council on May 16, 2005, although additional resources for the expanded Regional Ranger aspect of the plan were not allocated. The Department retains 19 Park Ranger positions budgeted for Fiscal Year 2005-2006 to be deployed into the regional parks and to provide interpretive and naturalist services.

A key element for successfully achieving efficiency and service improvement goals of the consolidation effort was development of an MOA to guide the level and scope of duties GSD would undertake in providing security in parks, and to establish service and quality goals, along with objective criteria to measure service levels. After a lengthy period of analysis, discussion, and preparation in collaboration with GSD, Recreation and Parks completed a final draft of an MOA in late May 2005, and sent it to various interested stakeholders, including Neighborhood Councils at their request and the unions representing the current Park Rangers.

The division of duties and responsibilities described in this MOA are based substantially on a table of tasks and duties (Exhibit C of the MOA) which identifies exclusive, primary, and shared responsibilities among the remaining Park Ranger staff and the consolidated OPS within GSD. Essentially, many law enforcement resources and some activities are shifted to OPS, interpretive and naturalist duties remain with Park Rangers, and some functions such as rescue and fire fighting may be shared responsibilities. Recreation and Park Rangers who are post-certified Peace Officers who either choose not to become Special Officers or have failed GSD's examination process for Special Officer will remain with Recreation and Parks and will continue to retain their Peace Officer status. The basic difference between Recreation and Parks Peace Officers and GSD Peace Officers is that GSD is armed while Recreation and Parks is not. Also, Recreation and Parks Peace Officers operate only in regional parks and have the authority to detain but not arrest or book suspects.

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The MOA is set up on a one-year term, with annual renewal options at the discretion of the Board. Responsibilities of GSD in terms of the primary security function include:

- Providing a minimum annual number of service hours (1580 hours per Special Officer)
- Using transferred part-time hours and staff to continue the gate closure and sunset park closure program
- Implementing training integrating the standard course of training used by Recreation and Parks for Park Rangers and security officers
- Restricting reassignments to insure integrity of service experience by transferred Park Ranger staff
- Assuring the level of vacancies will be equal throughout OPS, and that overtime will be authorized in the event of vacancies that affect performance levels
- Deferring to Recreation and Parks in handling Public Expression Activity in parks
- Sustaining current incident reporting, monthly reports, and statistic gathering
- Handling emergencies
- Providing all necessary equipment and vehicles
- Utilizing armed Special Officers for duty in parks
- Performing all dispatch functions and supporting all alarm monitoring

The MOA establishes a protocol for communication between the two Departments, with the General Manager of Recreation and Parks as the key administrator of the MOA, but further empowering high level Department managers to make service requests and coordinate park requirements with GSD. Expectations for conduct, performance, and service quality levels are established in this MOA, along with criteria for assessing whether GSD is meeting expectations and procedures for doing the assessments. Unsatisfactory performance could require GSD to produce an action plan for corrections, or to remove staff from certain assignments, or result in cancellation of the MOA. GSD's existing customer complaint process and forms are incorporated into the MOA.

During a public presentation by GSD of the consolidation concept at the Board's meeting on September 14, 2004, the Board raised questions on a number of matters and expressly asked that the MOA between GSD and the Los Angeles Police Department (LAPD) also be finalized and shared with the Board prior to the Board approving a final MOA between Recreation and Parks and GSD. That agreement has been negotiated and is on file in the Board office for review. In that MOA, LAPD retains the primary responsibility for handling major crime and for following up with investigations when needed. Many of the other questions or requests coming out of that meeting are addressed in the MOA with GSD, with a few exceptions:

- Separate Parks Bureau - GSD will combine service to all City facilities requiring armed Special Officers into their Parks and Facilities Bureau; however, the MOA restricts the number of hours for incidents and facilities outside of parks.
- Distinct Uniforms - All OPS Special Officers will be in dark blue uniforms.

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- Civilian Oversight - A special oversight panel was suggested but not established by GSD.
- Pay Parity for Park Rangers - Park Rangers that remain with the Department will not have pay parity with GSD Special Officers or other Ranger organizations in the state.

In accordance with the Los Angeles City Charter, Section 514, the Mayor or the Council may propose the transfer of any of the powers, duties and functions of the departments, offices and boards of the City set forth in the Charter to another department, office or board created by the Charter or by ordinance. The transfer shall be effective if approved by ordinance adopted by a two-thirds vote of the Council. Therefore, although funds and position authorities have been moved from the Recreation and Parks Department's budget to GSD in the annual City budget which is effective on July 1, 2005, the actual transfer of duties and authority must be effectuated through an ordinance.

### FISCAL IMPACT STATEMENT:

Funding for the security functions performed by the Park Rangers has been eliminated from the Recreation and Parks' budget next year, so approval of this MOA is necessary to give structure to GSD in meeting the Department's security needs. This consolidation has unknown costs in administration and oversight of GSD security performance. Also unknown may be any additional costs to fulfill the non-law enforcement activities which have been undertaken traditionally by Park Rangers in concert with security duties in the past such as, but not limited to, rescue, firefighting, patron relations, event coordination, and crowd control.

Report prepared by James L. Combs, Assistant General Manager

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
THE DEPARTMENT OF GENERAL SERVICES  
FOR SECURITY SERVICES**

This Memorandum of Agreement (hereinafter referred to as MOA) is entered into by and between the Department of General Services of the City of Los Angeles, acting by and through its General Manager, and the Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, in order to satisfy security needs at property under the jurisdiction of the Board of Recreation and Park Commissioners.

WHEREAS, graffiti, vandalism, trespassing and loitering on public property create high maintenance costs for the City and blight in the neighborhoods; and,

WHEREAS, the prevention of crime and maintaining order within parks is necessary to ensure a safe and comfortable environment within the City of Los Angeles; and,

WHEREAS, a visible and active security presence is needed in parks and on public property to prevent crime and maintain order; and,

WHEREAS, on April 27, 2004, the City Council approved in concept the consolidation and functional transfer of security services from the Department of Recreation and Parks and other City departments to a new Office of Public Safety in the General Services Department, with a goal of increasing effectiveness through centralization of security functions, and eliminating wasteful spending and inefficiencies (Council File 03-2062); and,

WHEREAS, Park Rangers are and have been a key component in helping the public to maximize the benefit and enjoyment of the City's larger, regional parks, by conducting a host of recreational, environmental, and security services; and,

WHEREAS, in light of regional park requirements, on December 14, 2004, the City Council directed the development of a plan to deploy 30 Park Rangers (consisting of one Chief Ranger, three Regional Park Rangers, and 26 dedicated Park Rangers) at the City's larger regional parks including Griffith Park, Elysian Park, Runyon Canyon, Sepulveda Basin, Hansen Dam, Ernest Debs Park, Angels Gate/Cabrillo Beach, Venice Beach, Bee Canyon/O'Melveny, and Harbor Regional Park (Council File 04-2043); and,

WHEREAS, for Fiscal Year 2005-2006, resources of 63 Park Rangers and support positions, \$2,077,190 in salary and expenses, and \$533,143 in part-time hours, were added to the budget of the Department of General Services, which had been removed from the Department of Recreation and Parks budget;

NOW THEREFORE, the Department of Recreation and Parks hereby agrees to authorize the General Services Department's Office of Public Safety to provide law enforcement and security within the property under the jurisdiction of the Board of Recreation and Park Commissioners seven days per week, 24-hours per day, and for Recreation and Parks to continue provision of some security and related functions at regional park locations, all in accordance with the following terms and conditions.

**I. DEFINITIONS**

The following terms used in the MOA and/or related documents shall mean and be defined as follows:

CITY: The City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

BOARD: Board of Recreation and Park Commissioners.

GSD: The General Services Department of the City of Los Angeles.

OPS: GSD'S Office of Public Safety.

LAPD: The Los Angeles Police Department of the City of Los Angeles

Park Property: Sites and facilities of approximately 15,500 total acres under the control and/or jurisdiction of the Board of Recreation and Park Commissioners, as detailed in Exhibit A.

MOA: The Memorandum of Agreement.

MOA Administrators: The General Managers of the Department of Recreation and Parks and the Department of General Services, or their designees.

MOA Amendment: A written modification signed by GSD and Board for RAP authorizing and making changes, deletions, or additions to the terms and conditions in the performance of work/security services in accordance with the MOA.

SSM: Security Services Managers, RAP's authorized agents, designated by the General Manager of RAP, to administer the MOA. SSMs handle all daily operations and administrative matters pertaining to the MOA and will monitor the MOA for compliance and inspect the work performance of GSD's Security Officers as required per the MOA.

EOC: The City's Emergency Operations Center, at which Recreation and Parks is called upon to handle shelter and welfare responsibilities in the event of an emergency.

Park Ranger(s): Rangers and staff of the Department of Recreation and Parks' Park Ranger force.

Parks and Facilities Bureau: GSD's dedicated division of OPS encompassing staff and supervision for security services for RAP and City buildings, illustrated in the OPS organization chart (Exhibit B).

Summary of Activities: A table delineating responsibilities undertaken by GSD for RAP or jointly with RAP or in support of RAP, and used to guide the assignments and responsibilities delineated to both GSD and RAP under the MOA (Exhibit C).

SLO: Senior Lead Officer. GSD will designate seven Senior Lead Officers, one assigned to each of the seven Service Areas/Patrol Districts, who will be liaison contacts to the MOA Administrator and RAP supervisors and facility managers for administrative, operational, monitoring, and security needs, corrective actions, and other daily field business matters required by the MOA.

Special Officer/Senior Special Officer: GSD's armed peace officer Civil Service employee who provides services outlined in the MOA, or the supervisor thereof overseeing security services provided by GSD under this MOA.

Security Officer (Public Safety Officer)/Senior Security Officer: GSD's Civil Service employee who provides services outlined in the MOA, or the supervisor thereof overseeing security services provided by GSD under this MOA.

Security Officer (Exempt) or Public Safety Officer: Part-time or half-time employee providing assistance on security assignments such as locking or unlocking gates.

Watch Commander: Principal Special Officers or Senior Special Officers acting in this capacity in accordance with MOU #12, on duty twenty-four hours a day, daily, assigned to oversee all activities of the Parks and Facilities Bureau during the working shift and to respond to all needs and requests of SSMs or the MOA Administrator in the provision of services to RAP.

## II. TERM OF MOA

The term of this MOA shall be for one (1) year. The MOA may be renewed annually at the discretion of the BOARD, with notice to GSD of renewal, revision, or cancellation, at least 60 days prior to expiration. In conjunction with consideration of renewal, the BOARD will receive a performance summary report from the General Managers of RAP and GSD 90 days prior to

expiration of the MOA, describing GSD's performance in meeting the terms of the MOA, the results of the quarterly GSD customer satisfaction surveys and progress based on numbers reported monthly.

### **III. RESPONSIBILITIES OF GSD**

#### **A. Parks and Facilities Bureau**

There shall be within the Parks and Facilities Bureau staff dedicated to parks and whose officers are assigned to provide services specifically and exclusively for RAP as follows.

1. Providing service at RAP facilities and to RAP employees and visitors
2. Providing services at other facilities located within parks such as libraries
3. Responding to calls for service at any facility City-wide when exigent conditions exist, i.e. crime in progress (assault, rape, burglary, etc.); unusual occurrence (gas leak, airplane crash, hazardous material spill, etc.); officer request for backup, assistance, or help; fire; flood; such service not to exceed 7% of non-park property assignments as described in Paragraph C., 2., below. Assistance by Special Officers/Security Officers assigned to other than RAP services will be reciprocated in the event of the same emergency or special calls on RAP property.
4. Provision of services under present agreements such as field responsibilities in the event of EOC activation and the LAFD/RAP Water Tender agreement.

#### **B. Transition Period for Consolidation**

Upon implementation of the Office of Public Safety, peace officer Park Ranger position authorities will transfer from the RAP to OPS. The number of filled and vacant positions is contingent upon eligible Park Rangers who elect to transfer to OPS. It is anticipated that at least 19 Special Officer vacancies will be transferred to OPS. GSD is actively working with Personnel Department on recruitment and testing to fill these vacancies. Due to the requirements for this position, length of the testing process and academy training period, up to eighteen months may be needed to achieve maximum staffing levels. GSD and RAP agree upon a transition period, through the first term of this MOA, where the failure to meet staffing requirements for Deployment below, Section III, Paragraph C., 1., in the Special Officer classification is not cause for revocation of this MOU. The purpose of this transition period is to afford GSD sufficient time to fill Special Officer vacancies.

C. GSD Staffing, Vacancies, Training

1. **Deployment:** GSD shall provide an optimum deployment of one (1) Chief Special Officer (Captain), four Principal Special Officers (Lieutenants), eleven (11) Senior Special Officers (Sergeants), fifty-five (55) Special Officers, plus part-time Security Officers, to administer security responsibilities listed in Section A., above, and related duties for RAP, 365/6 days per year, 24 hours per day. A deployment schedule is attached in Exhibit D, showing both the optimum and a minimum deployment schedule. Optimum deployment will include 55 Special Officers assigned to RAP and minimum deployment includes 30 Special Officers. GSD will actively work to fill any vacant Special Officer positions and operate at the optimum level. In the event that fewer than 30 Special Officers are assigned to patrols of Recreation and Parks facilities, GSD will utilize overtime to achieve patrols equivalent to services provided by 30 Special Officers and meet with RAP to establish a timeline for returning to minimum deployment.
2. **Dedication of 1580 Hours per Officer:** Each Special Officer/Security Officer is paid 2080 hours within a calendar year, and GSD estimates that upon deducting average time spent on training, vacation, sick and injured-on-duty (IOD) usage, each Special Officer/Security Officer spends an average of 1700 hours assigned to their regular duties. GSD agrees that Special Officers/Security Officers assigned to service on RAP property will dedicate 93% (approximately 1580 hours per year) of their patrol hours to RAP, and a maximum of 7% (approximately 120 hours per year) of their patrol hours responding to calls for service or emergencies at non-RAP facilities under the responsibility of the Office of Public Safety. The maximum of 7% for non-RAP facilities does not include unforeseen major catastrophic events such as natural disasters and terrorist attacks. GSD will monitor the number of patrol hours worked at non-RAP facilities by Special Officers assigned to park patrols and provide a report to RAP on a monthly basis.
3. **Ratio of Vacancies:** If the numbers of allocated positions within the OPS increases or decreases, staffing levels for services to RAP under this MOA will be determined by the ratio of the numbers of positions transferred to GSD from RAP to the total numbers of positions in the OPS. In the event that salary savings exist due to vacant authorized positions, GSD agrees to make a good faith effort to maintain the same level of service provided under full staffing through the use of overtime or other means mutually acceptable to GSD and RAP. In no event can the vacancy rate in the Parks and Facilities Bureau be greater than the vacancy rate in other sections or bureaus of OPS.
4. **Cost of Training:** GSD, at its own expense, shall provide and furnish all labor, equipment, and supplies for the OPS assigned Special Officers and Security

Officers for their performance of security services as specified. GSD shall supply RAP with staff who are properly trained, qualified, and certified, and who meet the minimum requirements and qualifications called for in the MOA.

5. **No Reassignments:** To assist in maintaining the integrity of experience in providing service to RAP, all employees transferred from RAP to OPS will remain in the Parks and Facilities Bureau and not be reassigned except upon the express request of the employee, to be accommodated on a case by case basis at the discretion of GSD when minimum staff can be maintained. Temporary training assignments are not considered involuntary reassignments, and GSD reserves the right to assign personnel to any facility under the responsibility of OPS during an emergency, for the duration of the emergency, so long as the 7% (120 hours) of non-RAP service time per employee is not exceeded by any combination of temporary training or emergency work.
6. **Standard RAP-related Training:** RAP shall provide GSD with a course curriculum representing the standard course of training used by RAP for Park Rangers and RAP Security Officers. Any Senior Officer, SLO, Special Officer, or Security Officer not previously employed by RAP but assigned to provide services to RAP under this MOA, shall have completed, within six months of assignment, a course of training which includes the RAP-provided curriculum.
7. **Part-Time Security Staff:** Part-time security staff, transferred from RAP, will be assigned to details which include the opening of Griffith Park, Parking Lot Closures (Exhibit E), Soccer patrol which serves Griffith Park and the Valley, Hollywoodland Girl's Camp and Wonderful Outdoor World camping program, along with special assignments to assist full-time staff.
8. **Attention to Duty:** As most service provided RAP under this MOA is necessarily performed without close supervision, the responsibility for the performance of duty lies primarily with each Special Officer or Security Officer. Each OPS employee providing service to RAP under this MOU must discharge that responsibility by the faithful and diligent performance of duty, including courteous treatment of patrons and RAP staff, exercise of excellent listening and communications skills, demonstration of empathy, and use of problem solving skills. GSD shall not impede or distract from the regular operations on RAP property or of RAP staff.

D. GSD Supervision

1. GSD will assign Senior Special Officers and Senior Security Officers as necessary to provide the required field supervision and training to the Special Officers and Security Officers during the performance of their duties as required by the MOA and any other written orders. GSD shall transfer and train staff as necessary to sustain a safe and productive ratio of supervision, including authorization of overtime.
2. At least one Senior Special Officer or one Watch Commander will be on duty at all times, 24 hours a day, seven days a week.
3. Supervisor Inspections: Senior Special Officers/Security Officers will conduct field supervision of security services and patrol coverage of the parks and facilities, visiting park locations regularly with visits random and unannounced. They will conduct inspections, provide back up as needed, and respond to unusual and emergency calls from the Parks and Facilities Bureau's Special Officers and Security Officers in the field. Each Senior Special Officer/Security Officer is responsible for the work assignments, training, and performance of Special Officers and Security Officers assigned under his/her supervision to provide services to RAP. They shall:
  - a. Establish daily operating standards, assignments, and priorities
  - b. Enforce performance standards and work regulations
  - c. Prepare and supervise work schedules.
  - d. Review and approve field data and reports
  - e. Maintain liaison with MOA Administrator and/or SSMs.
  - f. Schedule and conduct in-service training.
  - g. Prepare incident and other pertinent reports as required.
  - h. On a daily basis, at least once per shift, patrol field locations, to provide quality controls and assurances of security services provided.
5. MOA Management: GSD shall designate a Chief Special Officer I (Parks and Facilities Bureau Captain) to provide GSD's day-to-day general administration and managerial direction of the required MOA work and overall administration of GSD's assigned personnel. This person shall become RAP's primary contact person, shall work with the MOA Administrator and designees on a day-to-day basis and shall be available as needed for the administration and effective functioning of the requested security services required in the MOA.
6. City and GSD Staff Meetings: Meetings between the SSMs, SLOs, and Senior Special Officers and Senior Security Officers shall be scheduled on a monthly

basis, or as often as necessary, or as requested by MOA Administrator, and as determined by the circumstances in the administration of the MOA to discuss problems, discrepancy reports, and status of MOA services.

- a. The meetings will cover all matters regarding the MOA and related to operations, quality of services, MOA compliance, changes in the scope of work, solutions to problems.
  - b. GSD's designee shall address all MOA matters on behalf of GSD, including but not limited to, the following: payroll, invoicing (as appropriate), assignments of personnel, disciplinary actions, MOA performance and non-performance, corrective actions, special assignments, quality assurances and controls, changes of MOA, and other matters of mutual interest or concern to RAP and GSD.
7. Relief for Absenteeism and Vacation: GSD shall provide relief to Special Officers or Security Officers as necessary and/or work overtime to ensure that all work is performed as required. If the Supervisor is absent, GSD shall provide a replacement that is competent and has been given the authority to carry out the duties of the Supervisor.

**E. Specifications for Work**

GSD will address violations of law in a proactive manner, to reduce occurrences of such activity in the parks. To the extent reasonable and possible GSD will provide for social services support (for example, transportation of intoxicated or mentally disturbed persons to an appropriate facility), as well as providing general customer service and support to the public.

1. Personnel Levels: GSD shall maintain the capability to provide levels of Special Officers and Security Officers who are capable of performing MOA work and meeting the emergency requirements of RAP as a result of and/or regard to civil disturbance, riots, war, acts of God, labor actions/strikes which includes but is not limited to the enactment/issuance/operation of any municipal, county, state, or federal law, local ordinance, or executive and administrative directives or judicial regulation, order, or decree, or any local, national emergency, or any other similar cause outside of the control of GSD. The Department of Recreation and Parks makes no guarantee of the number of positions or hours that may be required for services under this MOA.
  - a. Maintenance of Peace and Order: Special Officers and Security Officers shall prevent breaches of the peace or any other disorderly conduct or violations of law that would cause harm to persons or the damage and/or

- loss of property and in compliance with City and RAP rules, regulations, policy and protocol.
- b. **Prevent Unauthorized Access:** Special Officers and Security Officers shall prevent unauthorized person(s) from gaining access to RAP-designated restricted areas, as directed by RAP, and from gaining access to park grounds during closed hours, and when necessary and appropriate, shall detain such unauthorized person(s).
  - c. **Report Hazardous Conditions:** Special Officers and Security Officers shall report immediately, daily or as the circumstances warrant, any potentially hazardous conditions and/or items in need of repair, to the SSM or local facility manager.
  - d. **Emergency Assistance:** In the event of an emergency or unusual occurrence, which adversely affects the interest of RAP, the Special Officer or Security Officer shall summon for the appropriate assistance, such as the local fire or police departments, and notify GSD Security Dispatch and the MOA Administrator and SSMs.
  - e. **Injury or Illness:** Special Officers and Security Officers shall obtain professional assistance for and in accordance with local procedures in the event of injury or illness to members of RAP staff, City employees, general public or others while on the grounds under control of RAP.
  - f. **Sign-in and Sign-out:** Special Officers and Security Officers and SLOs shall identify themselves to an RAP on-site employee whenever on park property. In accordance with procedures and performance milestones specified by RAP and GSD, GSD will establish goals of at least one sign-in contact at each facility included in Exhibit A per month.
  - g. **Hollywood Sign Security:** GSD shall monitor the security system, report technical problems as directed by RAP, and report to RAP Regional Rangers any trespassing or other activity requested for report by RAP.
  - h. **RAP Staff Training:** GSD will participate in RAP staff training generally and Regional Park Rangers specifically, on security-related issues, and assist in obtaining staff support from LAPD as required. Participation includes but is not limited to curriculum development, conduct of information lessons, follow-up at park sites, compilation of documentation and backup materials for distribution to RAP staff, and being reasonably available for questions at all times.
  - i. **Stop-In and Drop-In Centers:** GSD will assist in coordination with LAPD to support and sustain use of the Stop-In and Drop-In Centers located at various parks and recreation centers, and assist in enriching the program.
2. **Reports and Records:** Special Officers and Security Officers shall prepare all required written reports, including reports on incidents, injuries (City or Non-City employees), accidents, fires, altercations, crimes.

- a. GSD shall respond to a RAP location and document incidents when LAPD or other agency is dispatched and when the following has occurred:
1. Shots fired or heard.
  2. Injuries, when a person has been transported to the hospital.
  4. Gang related activity that occurred in the park.
  5. Violent acts - assaults, batteries, or threats.
  6. Confirmed burglary
  7. Any other similar major incident

The report shall be submitted within 24 hours following the end of the shift in which the incident occurred, to the SLO, SSM, and the facility manager as appropriate, if requested. Any appropriate follow-up reports must also be completed.

- b. GSD shall maintain copies of reports, logs, and time sheets relating to services to RAP. GSD will, on a weekly basis, submit a copy of the previous week's critical incident log related to security-related services under this MOA to the MOA Administrator. Notwithstanding that weekly submittal, GSD will provide copies of reports, logs, and other documents to RAP within 48 hours of request by the MOA Administrator or designee, such document disclosure subject to Peace Officer Bill of Rights and City Personnel rules.
- c. GSD will utilize a Procedure Manual encompassing Standards and Operating Procedures, copies of which must be submitted to the MOA Administrator and Chief Park Ranger and must be updated monthly or more frequently, as often as amended. Instructions to perform specific work for RAP or more at specific sites will be prepared as Work Assignments or other written notices and will be copied to RAP monthly or immediately if requested.
3. Patrol: GSD shall provide a foot patrol service. GSD may drive vehicles on walkways and trails not established as public highways when due care is given to avoiding damage to park property and providing safety to park visitors.
4. Fixed Post: GSD shall provide service at fixed security posts for special programs, special events, or other RAP purposes, if requested specifically by the MOA Administrator. GSD shall specifically provide fixed post security service for meetings of the BOARD wherever scheduled in every case at the level requested by the MOA Administrator, as agreed to as to propriety and necessity by GSD.

5. **Public Information:** GSD's Special Officers and Security Officers shall provide information as requested from members of the general public lawfully in buildings and/or on the grounds under control of RAP.
  - a. **Public and News Media Contacts:** City of Los Angeles facilities occasionally will become involved in newsworthy projects or events. Situations in which general interest leads to direct news media contacts must be dealt with carefully to ensure that all statements or information offered by GSD and OPS staff reflect the policies of RAP and the City.
  - b. All requests for statement of RAP or City policy regarding any matter under the control of or of direct interest to RAP must be referred immediately to the MOA Administrator and the RAP Office of Public Relations at 213-928-9294. After hours, holidays, or in the event that none of the aforementioned regular contact persons can be contacted, requests will be referred in accordance with a Call-Out list provided and updated by RAP.
  - c. All requests for information other than previously prepared written and approved information should be referred immediately to the MOA Administrator.
  - d. Under no condition are Special Officers or Security Officers, GSD, or its designated personnel to speak, in any form, to the media in regard to RAP policy or park issues, except as expressly requested by the MOA Administrator, however, GSD and any persons so designated by GSD are authorized and expected to speak about GSD's performance under this MOA.
6. **Traffic Control:** GSD shall provide staff as required by work assignments to direct, control and monitor the admittance of public pedestrians, City employees, public vehicles, and City vehicles to parks in Exhibit A.
7. **Lost and Found:** Special Officers and Security Officers shall receive, provide receipt for and promptly create a loss report for lost and found articles pending the return to owner or for other appropriate City approved disposal. A copy of reports of lost property shall be forwarded to the SSM and local facility manager. GSD will log in and maintain found items for thirty (30) days. After 30 days, these items will be released to LAPD and booked. The following information is needed: Name of the person reporting the found/lost item, where it was found/lost, what date and time the person found/lost item, and a description of the item found/lost. GSD will notify the MOU Administrator monthly of the status of Lost and Found items.

8. **Escort Services:** GSD's Security Officers shall provide security and escort services for City employees and VIPs on park property, when requested, as staffing levels permit.
9. **Operation of Equipment:** Special Officers and Security Officers shall make a good faith effort to operate minor/small equipment, operate light switches, thermostats, circuit breakers, alarm keypads, irrigation valves and controllers, and similar items, in cooperation with RAP staff or in an effort to resolve problems before calling others.
10. **Monthly Report:** GSD shall furnish a Monthly Activities Report, as directed, to the MOA Administrator. Each month the report shall include the following:
  - a. A descriptive list of significant activities/observations which occurred during the month at each location, including the dates and times of the occurrences. Also, the report shall list all problems, solutions, crimes, security recommendations, maintenance repair needs reported, personnel changes, Supervisors' field inspection discrepancies and commendations, property losses and achievements for the Site. A copy of each security report for the period covered shall be attached to the monthly report.
  - b. Provide an explanation for any RAP queries/questions regarding quality control reports, incidents, crimes, injuries or other MOA matters that were not answered or completed, or reasons why the MOA Administrator was not notified of any incident, injury or other security concern, if such situation occurred. GSD is to provide a solution for any problems, discrepancies, and quality control report deficiencies.
11. **Civil Disturbances:** GSD's Special Officers and Security Officers shall perform such other functions as may be necessary under the direction of LAPD or RAP in the event of situations or occurrences such as civil disturbances, attempts to commit sabotage, or other criminal acts adversely affecting the security and safety of RAP, its employees, property and the general public lawfully in buildings and/or on the grounds under control of RAP.
12. **Public Expression Activity:** Park property is a traditional venue for public expression as embodied in the First Amendment to the Constitution of the United States. Recognizing this tradition, GSD shall defer to the instruction of the MOA Administrator or the SSM in RAP in participating in, handling issues arising from, or providing security services during a scheduled or spontaneous event or activity which involves any type of public expression/First Amendment, free speech activity such as a public assembly, meeting, gathering, demonstration, parade, or other public expression of views (including, but not limited to, any activity involving public political, artistic, or religious expression), unless

overriding public safety considerations result in express direction from LAPD. RAP will handle all permitting and public contact in regard to public expression/First Amendment activities or queries.

13. **Communications and Dispatch:** The OPS Communications Center will continue to function as the off-hours point of contact for RAP and the public regarding emergency building/facility repairs, EOC activations, and other emergency conditions occurring outside of normal business hours. RAP will provide, and OPS will maintain up to date facility information and phone contact numbers of RAP managers, supervisor, and crafts persons.
14. **Notifications:** Major incidents that meet the criteria specified by RAP and/or which involve LAPD or LAFD response must be communicated immediately by e-mail as soon as GSD Dispatch is notified, with follow-up via telephone and e-mail in accordance with a priority order set by RAP. RAP is responsible for providing updated incident criteria, and names and contact information for notifications, to GSD monthly or more often as needed to remain current.
15. **Occupational Safety and Health Act:** GSD agrees that, for the purpose of being in compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for RAP shall be deemed entirely within GSD's responsibility. GSD shall take all necessary precautions for the safety of employees on the job and of RAP's employees. GSD will notify the MOA Administrator promptly, in writing, if a charge of non-compliance with the above Act has been filed against GSD in connection with MOA security services.
16. **Schedules:** The MOA Administrator has the right to obtain from GSD any Park and Facilities Bureau Special Officer, supervising officers, or Security Officers schedules, written work assignments, and facility procedures upon demand.
17. **Incident Command:** When a GSD officer or emergency responder arrives on scene of an incident, that officer becomes the incident commander, until relieved by a designated supervisor. The Incident Commander (IC) is responsible for control of the incident when possible, preliminary assessment, request for additional resources, and safety of all concerned. When a GSD special officer becomes the IC of an incident, that officer must be cognizant that RAP is being represented by that officer and that this responsibility includes coordination with the Unified Command and/or the primary emergency agency that may be in charge of the incident. As resources arrive, the IC to the incident becomes the LAFD Captain, or paramedic, or ranking LAPD officer, as the case may be, although the GSD special officer is still representative of GSD and RAP, taking local issues into consideration as the GSD/RAP IC.

Each GSD officer must be fully trained in Incident Command System (ICS) and related emergency standards, and be prepared to carry out their responsibility during the entire incident – documentation, communication, primary assessment, request of appropriate resources. During an incident, the GSD Incident Commander (IC) must be able to resolve issues, by proper analysis and flexible adjustment in decision making, relative to RAP needs and practicalities. The GSD IC must be prepared to listen to civilian personnel who previously would have directed RAP Park Rangers and to consider that civilian(s) input in their decision making and to provide sound justification for their actions. The primary goal is the safe and effective resolution of an incident.

**F. Equipment**

1. **Radios:** GSD shall furnish each Special Officer and Security Officer on park property with a two-way radio that is capable of transmitting and receiving clear messages over the required distances within the City and from any park location to GSD's dispatch center. The radios should have one (1) channel for use in local communications between other Security Officer(s), between Security Officers and Site Staff at the Site as necessary, and from the Site to GSD's dispatch center. The radios and other equipment shall be furnished, maintained, and paid for by GSD. RAP Park Rangers will have access to this channel on their existing radio system.

GSD agrees to maintain a radio system which will allow both OPS field units, the OPS Communications Center and RAP units to communicate by radio. GSD agrees to maintain these radio links with all present RAP Divisions that utilize the radio. This includes rangers, maintenance and construction forces, lifeguards, administration and other RAP units.

2. **Related Equipment and Supplies:** GSD shall provide each Special Officer and Security Officer with pens, pencils, GSD forms, City forms, and all other related supplies and equipment necessary to perform their duties.
4. **Vehicles and Drivers:** All vehicles required by GSD to perform under this MOA will be supplied and maintained by GSD. Parking will be permitted at RAP facilities only during authorized business.
5. **Public Telephone Contact Numbers:** GSD, through the Information Technology Agency on behalf of the City, shall retain and support public telephone numbers 323-913-7390 and 323-913-4688 with revisions to messaging and transfer to GSD Dispatch for live response 24-hours a day. GSD shall develop and execute a public information campaign to inform about alternative central dispatch

telephone numbers, however to the extent feasible the numbers 323-913-7390 and 323-913-4688 will be retained on an on-going basis.

6. Keys: Access to master keys of RAP facilities on Exhibit A will be given to GSD SLOs and their supervisors only. Access to generally used gate keys will be supplied to all GSD personnel.

G. Emergency Services

Provided at no additional cost to RAP.

1. Emergency Services: GSD shall provide emergency radio dispatched units at the request of the MOA Administrator and/or SSMs. Emergency services are those requiring non-scheduled augmentation of Special Officers or Security Officers from the basic complement of staff assigned under this MOA, such as (reference n Section III. Responsibilities of GSD, A. Parks and Facilities Bureau, 3. Emergency Conditions) but not limited to: crime in progress (assault, rape, burglary, etc.); unusual occurrence (gas leak, airplane crash, hazardous material spill, etc.); officer request for backup, assistance, or help; fire; flood; or other natural disasters.
2. Emergency Personnel: Emergency Special and Security Officers assigned to a park site shall meet all the training qualifications and requirements specified in this MOA, when available.
3. Shelter and Welfare Support: RAP is assigned functions as the lead Public Welfare and Shelter Division of the Emergency Operations Organization as defined by Administrative Code, Ch 3, Div 8. GSD will provide, as part of the services inclusively rendered under this MOA, all necessary and required support for execution of these responsibilities under the Administrative Code (per Section IV, Responsibilities of RAP, Paragraph C, Other Services, Sub-Paragraph 2) with exception of the staff position in the Emergency Operations Center (EOC).

H. Parking Lot Closure/Park Opening Program

GSD shall perform the gate closure and gate opening at various parks described generally as the Parking Lot Closure Program. The current list of park closures is shown as Exhibit E. Unless otherwise specified on Exhibit D, parks on the list shall be closed by 10:30 p.m. or as soon as possible, with the final closures no later than 1:00 a.m., depending on the number of facilities requiring closure and temporary circumstances at each location. Parks opened under this program daily are Griffith, Runyon, Wattles, and Sunnyslope each morning by 5:30 a.m. From time to time, by Council Motion or

administratively because of safety and security concerns, other parks are added, often on a temporary basis. GSD shall provide gate closing or opening under this program and for any other locations as notified in writing by the MOA Administrator and designated for reasons explained in writing, and as agreed upon by GSD. All work assignments, complaints, requests, or questions about the Parking Lot Closure/Park Opening Program will be forwarded to GSD to handle, with copy of action and response plan back to RAP.

I. Annual Budget and Staffing Plan

To the extent that new, enhanced, or expanded services are known to be required or desired by RAP for the new fiscal year, RAP will provide to GSD by August 15<sup>th</sup> each year a description of the new or expanded services needed in the upcoming fiscal year. RAP reserves the right to supplement that request if necessary because of changing or unforeseen conditions. GSD will provide to RAP for review, a proposed annual budget and staffing plan, based on the City's fiscal year, by November 15<sup>th</sup> of each year, for services to be rendered for the following year.

IV. RESPONSIBILITIES OF RAP

A. Regional Park Rangers in RAP

When enacted by Ordinance and fully funded by allocation of the Mayor and Council, RAP will staff and administer a Regional Park Ranger Program. Deployment and duties will be adjusted accordingly for staffing shortfalls below the optimum level listed below.

1. Contingent upon funding, RAP will deploy a staff of 30 Park Rangers, in classifications to be determined, dedicated to the City's larger, regional, parks specifically Griffith Park, Elysian Park, Runyon Canyon, Sepulveda Basin, Hansen Dam, Ernest Debs Park, Angels Gate/Cabrillo Beach, Venice Beach, Bee Canyon/O'Melveny, and Harbor Regional Park. RAP will staff the EOC as activated and will pursue hiring an Emergency Preparedness Coordinator who will facilitate actions between RAP and other agencies, including GSD, in emergencies.
2. Park Ranger recreational, environmental, and security responsibilities in the Regional Parks include:
  - a. Provide information to park patrons on park programs and identification of local vegetation and wildlife.
  - b. Prepare curriculum and speak to groups/individuals about topics such as parks, vegetation, native animals and history.
  - c. Guide hikes and environmental programs for youth in overnight camping programs.

- d. Patrol Recreation and Park facilities by vehicle, foot, horseback.
  - e. Provide emergency services and shelter to persons in emergency conditions.
  - f. Respond to accidents and administer First Aid and/or Cardio Pulmonary Resuscitation (CPR) to victims, some of whom may have infectious diseases.
  - g. Organize and participate in search and rescue operations for people who are lost.
  - h. Manage park resources to address wildlife issues, special events, repairs and maintenance, fire safety, patron utilization.
  - i. Maintain an equestrian unit.
  - j. Coordinate, manage, schedule, collect revenue for, and/or produce special events and special park uses.
  - k. Monitor park conditions and follow up as needed to maintain safe and useful facilities.
  - l. Maintain a fire prevention and suppression unit and respond to fires on and adjacent to park property.
3. Peace Officer Standards and Training (POST) certified Rangers who chose not to go to GSD, are not offered a position at GSD, or who fail the examination for Special Officer in GSD, will retain peace officer status. These Rangers can write citations, enforce park ordinances, and detain but not arrest or book suspects. Rangers will approach park patrons seen violating laws or regulations, unless the Ranger feels his or her safety is in jeopardy, and request voluntary compliance. If the patron does not comply, or if the Ranger feels his or her safety is in jeopardy, the Ranger shall contact GSD for follow-up enforcement. GSD'S Training Coordinator will also coordinate training and disseminate new laws and requirements to the Rangers. Said liaison should be at the level of at least Senior Lead Officer.
4. The Park Ranger Division will supply RAP uniformed Ranger or crowd control staffing at special events and civic events (except meetings of the BOARD, which shall be a fixed post activity for GSD), with staff supplemented by GSD as required by the MOA Administrator or SSMs. RAP will supply all staffing necessary in support of filming on park property.

**B. Management and Coordination of MOU**

1. The Chief Park Ranger is the primary SSM for RAP. Assisting in this function are the Senior Park Rangers and the Superintendents of Region Operations, which together form an oversight body of SSMs.

C. Other Responsibilities of RAP

1. RAP, generally through the Regional Park Ranger Division and/or through the RAP Office of Public Information, will handle all permitting and public contact in regard to any scheduled or spontaneous event or activity which involves any type of public expression/First Amendment free speech activity such as a public assembly, meeting, gathering, demonstration, parade, or other public expression of views (including, but not limited to, any activity involving public political, artistic, or religious expression).
2. RAP functions as the lead Public Welfare and Shelter Division of the Emergency Operations Organization in the City in the event that:
  - Emergency Operations Center (EOC) is activated During local emergency declared by the Mayor
  - Local emergency is declared by Governor
  - State of War is declared

a. Administrative Code, Ch 3, Div 8, designates lead role of RAP to arrange for housing and shelter facilities for persons rendered homeless as a result of a local emergency. RAP provides all available full time personnel to EOC, Department Operations Center (DOC), and Department facilities as shelters. Public Welfare/Shelter Division, with American Red Cross and LAUSD and other agencies will arrange to furnish food, clothing, shelter, registration, information services and case work to individuals and families affected by a local emergency.

  - a. When the Public Welfare/Shelter Division is activated at the EOC, RAP will be in charge of the division and will have a representative in the EOC. The following agencies will report to RAP within the Operations Section of EOC: Los Angeles Unified School District, Association for Retarded Citizens (ARC), Salvation Army, Library Department, Housing Department, Community Development Department, Community Redevelopment Agency, Department of Aging.
  - b. Requests in the opening and operation of shelters and welfare requests will be coordinated through RAP at the EOC.
  - c. GSD will provide, as part of the services inclusively rendered under this MOA, all necessary and required support for execution of these responsibilities under the Administrative Code.
3. RAP permits GSD to exclusively occupy and use the former Pettigrew building in Griffith Park as the single office space on park property. Through January 3, 2006, OPS may utilize temporarily a designated office in the Valley Region Headquarters building, including equipping the room with lockers, and affording

24-hour access and parking availability, pending completion of the Braude Valley Substation.

**V. GSD PERFORMANCE OF MOA**

A. **Monitoring Criteria:** RAP reserves the right to monitor and conduct field evaluation/inspections of the levels and quality of security services provided for compliance/implementation of MOA terms and conditions, performance responsibilities, and for the performance of GSD's Special Officers and Security Officers. RAP will monitor and evaluate the administration of the MOA and GSD's security services for quality of service and maintenance of security in compliance with and according to the MOA and all applicable requirements under laws and regulations. This monitoring will include, but not be limited to the following:

1. **Personnel:** Assignment of properly qualified, trained, equipped Special Officers and Security Officers, SLOs, other supervisors, and deployment of minimum, optimal, or additional levels of Special Officers and Security Officers and ability of GSD to provide a reasonably consistent, stable staff in the Parks and Facilities Bureau.
2. **Equipment:** Special Officer, Security Officers, and SLOs will be visually inspected for appropriate full-functioning equipment, and for maintenance of, condition of, and cleanliness of equipment.
3. **Duties:** Execution of MOA duties and responsibilities as specified in accordance with the MOA, Manuals, and written instructions.
4. **MOA Administration:** Administration of MOA terms, related cooperation, and good working relations with MOA Administrator, SSMS, facility managers, Park Rangers, RAP and other City employees, park visitors, and LAPD Police Forces.
5. **Records:** Maintenance of records, records made available upon request, and the proper records, files, accounting, and daily/field reports, incident and investigation reports maintained.
6. **Review and Audits:** RAP reserves the right at any time during normal working hours to review and audit GSD's reports, information, files and records pertaining to the MOA. RAP may, upon request, review them on-site and inspect for proper cause as specified by the MOA Administrator, SSMS, or other designated City staff or LAPD, or for required auditing or legal purposes, in administering the MOA.

7. **Notifications:** Timeliness and accuracy of notifications to RAP and reports on major and serious incidents.
- B. Monitoring Administration of MOA:** The Chief Park Ranger, in collaboration with other SSMs and the MOA Administrator, will monitor and evaluate GSD's performance and the security services provided in compliance with terms and conditions of the MOA, personally and through subordinates. GSD will designate the Chief Special Officer as the primary liaison(s) to the SSMs for administrative, operational, monitoring, and security needs, corrective actions, and other business matters required by the MOA. Inspections and monitoring will be conducted in a manner so as not to unduly interfere with the GSD's ability to carry out the terms and requirements in the MOA. Should problems of non-performance be found, RAP may:
1. Require GSD in writing to take immediate action to bring such matters into compliance with the requirements, terms and conditions of the MOA.
  2. Cancel the MOA. RAP may terminate the MOA in accordance with the terms set forth in the MOA.
- C Performance Standards:** Each GSD Security Officer and Field Supervisor is to know and understand the required quality of the performance standards, as follows.
1. Be properly trained and demonstrate ability and working knowledge of:  
Emergency response plans, bomb threats and fire/safety evacuation plans, response and control of emergency situations, the responsibilities associated with employee escorts, duties and responsibilities as outlined in job classification, work assignments, and performance requirements.
  2. Ability to prepare and timely submit written reports, which are grammatically correct and able to be presented for management and/or potential litigation review.
  3. Work effectively with RAP staff, law enforcement, fire safety, or other emergency service agencies.
  4. Teach and guide new hires in the performance of their duties to assure that job responsibilities as defined by general, specific, or written work assignments are carried out in accordance with stated objectives or instructions.
  5. Every SLO, supervisor, and manager assigned by GSD to supervise and manage the personnel under this MOA shall demonstrate the ability to: meet all officer

performance standards, to supervise, train and serve as a positive role model for Special Officers and Security Officers, and to understand GSD's and RAP's responsibilities under this MOA.

6. Demonstrate familiarity with park property, facilities, names, and park program and facility objectives, typical operations, hours of operation, and unusual problems or designations.
- D. **Conduct Standards:** GSD's assigned key personnel, Special Officers, and Security Officers shall meet high standards of appearance and demeanor, and shall at all times treat RAP and other City employees, vendors and visitors to parks with the utmost courtesy and respect.
- E. **Quality Assurance:** Each month GSD's performance will be compared to the MOA standards and requirements. RAP may use a variety of inspection/monitoring methods to evaluate GSD's performance. The methods of evaluation that may be used include, but are not limited to, sampling, surveys, and review of monthly statistical reports and other written reports. Indicators, listed below, will be used, in part, to monitor effectiveness levels.
1. Arrests for drug use; drug possession and drug sales.
  2. Occurrences of lewd behavior observed, deterred, or cited on park property.
  3. Number of citations issued.
  4. Incidents of open containers of alcohol, "drunk in public," or other violations of local and state laws regulating the use and possession of alcohol.
  5. Amount of graffiti, defacement, damage to foliage, and other vandalism of park property.
  6. Instances of urination and defecation in park areas observed, deterred, or cited.
  7. Quantity of trash and refuse discarded into parks and number of citations issued for illegal disposal of trash.
  8. Number of assaults committed upon park users.
  9. Number of transient persons who populate parks during operating and non-operating hours.

10. The number of persons who remain in the park past the park's official closing time or who enter the park during the park's closed hours.
11. Response time on both emergencies and non-emergency calls. Percentage of emergency responses made in less than ten minutes.
12. Feedback in writing, positive and negative, from the public.

GSD and RAP will jointly and/or separately monitor customer and employee satisfaction by soliciting, on a quarterly basis, input from surrounding businesses, park users, and RAP staff on randomly selected park locations, to evaluate GSD's ability to provide the services required. Additionally, GSD will compile monthly statistics including but not limited to criminal activities, patron complaints, actions taken related to un-permitted park usage, enforcement actions taken to reduce crime levels and undesirable behavior, and on factors as listed above. All results and statistics shall be included as part of a monthly report to the RAP Administrator and SSMs.

- F. Performance of the Work: If GSD fails to provide 24 hours per day, 365/6 days per year security, or fails to maintain the approved minimal staff levels, or if in the judgment of the MOA Administrator, GSD's security work methods are not adequate to assure coverage of the security work per the MOA, the MOA Administrator may require GSD to provide a written action plan for resolving performance issues, and RAP may further recommend consideration of any number or combination of scheduling, staffing, or supervision changes, which may be enacted at GSD's discretion to resolve the performance issue.

Routine work will be considered to have not been performed when any of the following conditions exist in accordance with the terms and conditions of the MOA.

1. Security work is not performed in strict accordance with the work schedules, scheduled work shift, and to professional security standards and this MOA.
2. Duties and tasks are not performed within the scheduled work shift, or the specified number of hours or staff for security coverage is not provided.

- G. Unacceptable Performance: GSD shall be required to immediately correct those activities found by RAP to be unacceptably performed. Failure to correct deficiencies may result in RAP's cancellation of the MOA. Performance of a listed service is considered acceptable when GSD performs the tasks specified in the MOA in a manner acceptable to RAP and yielding acceptable security related conditions at parks. When an SSM or facility manager or other RAP staff determines that the performance is unacceptable, he/she shall complete an MOA Discrepancy Report and submit same to the Chief Park Ranger. GSD will be

notified by telephone, written notice through mail, or faxed copy by RAP if there is a discrepancy or unacceptable performance. GSD will have five working days from date of the verbal notification to respond or reconcile the discrepancy. GSD shall explain in writing, and discuss at the next monthly status meeting if appropriate, why reported performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. RAP's MOA Administrator and/or SSMs Facility Manager will evaluate GSD's explanation and determine if any actions need to be taken as stated in this MOA.

- H. **Removal of Personnel and Assessment:** The MOA Administrator may require that GSD reassign OPS officers from a park location or from assignment to RAP facilities, if a serious personnel complaint against the officer has been sustained. In the event that an allegation of serious misconduct, which reflects negatively against RAP and/or GSD, is revealed against an officer, GSD will request that the employee be placed on paid administrative leave, pending the outcome of the internal affairs investigation.
- I. **Non-Waiver:** Failure of the MOA Administrator, SSMs, or other authorized staff during the progress of the MOA, to discover or reject unacceptable work, or work not performed in accordance with the MOA, shall not be deemed as acceptance thereof, nor deemed a waiver of RAP's right to a proper execution of the MOA or any part of it by GSD.

**VI. OUTSIDE OVERSIGHT OF GSD**

- A. **Customer Complaints and Notifications:** Public service complaints in parks on security issues shall be directed to the facility manager who will, in turn, notify the appropriate SSM for transmission to GSD, for initial response to RAP within twenty-four (24) hours. The form for submitting complaints to GSD and the GSD policy for handling and processing complaints is attached as Exhibit F.
  - 1. Upon receipt of a complaint about Special Officers or Security Officers or other personnel providing services to RAP directly, GSD shall without delay inform the MOA administrator and Chief Park Ranger, and other SSM(s) as applicable, about the complaint received, the actions taken to investigate by GSD's staff/administrator involved in resolving the complaint, and the recommended resolution of the complaint. When a complaint is received on the day preceding a holiday or weekend, it shall be serviced on the next working day.
  - 2. In the event that a member of the public notifies RAP personnel of a complaint concerning performance or overall service levels of OPS staff, not amounting to a complaint against an individual officer, the complainant shall be referred to the on-duty Watch Commander via the OPS Communications Center. The OPS

supervisor assigned to respond to the complaint shall contact the complainant and take appropriate action to prevent aggravation of the incident. GSD will notify the MOA administrator and Chief Park Ranger of the nature of the complaint and action to be taken in furtherance of resolving the complaint, within twenty-four (24) hours of receiving the complaint. GSD shall notify RAP of the complaint disposition in writing. When a complaint is received on the day preceding a holiday or weekend, it shall be serviced on the next working day.

3. If a member of the public notifies RAP personnel of a complaint against an OPS officer, the complainant shall be referred to the on-duty Watch Commander via the OPS Communications Center. The OPS supervisor assigned to respond to the complaint shall notify the MOA administrator and Chief Park Ranger of all formal complaints, including the nature of the complaint and action to be taken in furtherance of investigating or resolving the incident, within twenty-four (24) hours of receiving the complaint. When a complaint is received on the day preceding a holiday or weekend, it shall be serviced on the next working day.

The assigned OPS supervisor will take action to prevent aggravation of the incident and complete an investigation of the complaint allegations, in accordance with the OPS Personnel Complaint policy guidelines. Upon completion of the complaint investigation, GSD shall notify RAP of the complaint disposition in writing. The OPS Personnel Complaint policy and California Penal Code section 832.7 will regulate the release of information relative to a personnel complaint.

4. Failure to respond to a complaint and to remedy the situation shall be considered a violation of MOA requirements.
5. RAP shall maintain a log of all complaints reported with the dispositions for said complaints.

- B. Legal Complaint: Special Officers and Security Officers shall not sign for or accept service of a legal complaint on behalf of RAP. Any request to sign for or accept service of a legal complaint shall be referred to the Office of the BOARD.

## **VII. TERMINATION**

- A. RAP may terminate the MOA for reasons and action of GSD's default if and subject to sustained breach by GSD of any material term or repeated violation of any material provision of the MOA without attempt to cure or without curing breach(es) or violation(s) within ten (10) calendar days after delivery by RAP of a written "Notice to Cure

Deficiency;" or of GSD has inferior and poor quality performance of contracted services and is in breach as evidenced by recurring complaints, incidents of non-performance, and failure to comply with requirements herein as determined by RAP after reasonable attempts to work with GSD to resolve performance issues and as documented in regular reports and reviews. Prior to pursuing a notice of termination, RAP shall attempt to resolve any disagreements impacting the park operations. RAP shall provide at least sixty (60) days prior notice before terminating the MOA.

- B. The MOA may be terminated by GSD for cause, including but not limited to GSD's inability to fulfill the terms of the MOA, by GSD giving RAP a written "Notice of Termination"(Notice). Prior to issuing a notice of termination, GSD shall attempt to resolve any disagreements or issues impacting the park security operations prior to giving RAP Notice. GSD shall provide at least sixty (60) days prior notice before terminating the MOA.
- C. RAP and GSD agree to confer on a proposal for transfer of budgeted resources upon termination of the MOA.

#### **VIII. INCORPORATION OF EXHIBITS**

The following documents are attached hereto and incorporated herein as though set forth at length.

- Exhibit A, Listing of Parks and Facilities of the Department of Recreation and Parks
- Exhibit B, OPS Organization Chart
- Exhibit C, Summary of Activities
- Exhibit D, GSD Optimum and Minimum Deployment Schedule with Part-time Staff for the Park Bureau
- Exhibit E, Gate Closure List
- Exhibit F, Department of General Services Citizen Complaint Form and Internal Procedure

IN WITNESS WHEREOF, the Department of Recreation and Parks and the Department of General Services have caused this MOA to be executed by their duly authorized representatives:

DEPARTMENT OF RECREATION OF  
PARKS

Date: \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
General Manager

DEPARTMENT OF GENERAL SERVICES

By \_\_\_\_\_  
General Manager

APPROVED AS TO FORM:

Date: \_\_\_\_\_,  
ROCKARD J. DELGADILLO, City Attorney

BY: \_\_\_\_\_  
MARK BROWN, Sr. Assistant City Attorney