

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**32469**

THIS AGREEMENT is made and entered into, in duplicate, as of October 1, 2011, for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on November 15, 2011, by and between the CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY (hereinafter "TRANSIT"), a California nonprofit corporation, whose business is located at 1963 E. Anaheim Street, Long Beach, California 90813.

WHEREAS, on November 6, 1990, the voters of the County of Los Angeles approved by majority vote Proposition C, an ordinance establishing a one-half percent sales tax for public transit; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority ("MTA") is responsible for the administration of the tax; and

WHEREAS, criminal incidences involving personal safety and property occurring in or about the transit mall, system-wide bus shelters, buses, bus routes and other related transit properties are a major problem in the community; and

WHEREAS, CITY desires to enhance and promote perceptions of personal safety to the community as a whole; and

WHEREAS, TRANSIT desires to contract with the Long Beach Police Department ("LBPD") for law enforcement services in response to, the investigation of and solving of crime problems; and

WHEREAS, CITY is willing to assist TRANSIT in responding to, investigation of and solving of said crime problems and promoting the perceptions of safety within the community;

NOW, THEREFORE, in consideration of the above premises and mutual terms and conditions herein, the parties agree as follows:

Section 1. Unless otherwise terminated sooner in accordance with the

1 provisions herein, this Agreement shall commence upon execution of the Agreement by  
2 both parties and shall terminate on midnight on September 30, 2012. Subject to City  
3 Manager approval, Transit shall have the option to renew the Agreement for two (2)  
4 additional terms of one (1) year.

5           Section 2. Subject to the conditions as set forth in Section 5 CITY shall  
6 provide a dedicated unit of five (5) sworn LBPB officers with P.O.S.T. II certification  
7 ("LBPB Transit Dedicated Unit") to patrol the Long Beach Transit System during all hours  
8 of system operation. The parties shall jointly develop shifts/hours that will provide the  
9 highest degree of safety and security for TRANSIT'S employees and customers. The  
10 scheduled utilization shall remain within the restrictions of the budget as provided in  
11 Section 9 and incorporated herein by this reference.

12           Section 3. Subject to the conditions as set forth in Section 5, CITY shall  
13 provide a dedicated sworn police Sergeant for TRANSIT related police duties to include,  
14 without limitation, the following: 1) working with TRANSIT System Security Staff on a  
15 continuous basis to develop program goals and objectives and developing strategies with  
16 assigned officers to implement same; 2) reviewing activity logs to identify problems and  
17 developing programs for field officers to meet specific target goals including, but not  
18 limited to, undercover activities, youth and gang oriented crimes, fare evasion, accident  
19 investigation, aggressive behavior towards any TRANSIT employee, customer or guest of  
20 TRANSIT; 3) meeting monthly with TRANSIT's Security Administration to review prior  
21 activities and develop plans for the next month; 4) organize and implement training  
22 programs for assigned officers and other sworn officers who might be assigned on a  
23 temporary basis to TRANSIT; 5) insure all shifts as provided in Section 2 are adequately  
24 and sufficiently staffed; and 6) insure all TRANSIT officers communicate their availability  
25 at the beginning and end of their shift and maintain radio communications throughout.

26           Section 4. CITY shall, acting through the LBPB, provide police services  
27 for TRANSIT facilities, equipment, employees, patrons and guests in accordance with the  
28 statutes of the State of California. The Transit Detail Officers will respond to TRANSIT

1 calls for service in the City of Long Beach and in other cities where TRANSIT service is  
2 provided. The LBPD will assist TRANSIT and will liaison with local law enforcement in  
3 other jurisdictions.

4 The LBPD is authorized to enforce TRANSIT public transportation laws, in  
5 other cities, where TRANSIT public transportation service is present. Serious crime  
6 involving victims and or violence will be managed by the local law enforcement agency.  
7 During these investigations, the Transit Detail Officer(s) will provide appropriate  
8 assistance. If additional Long Beach Transit Detail services are requested in another city,  
9 TRANSIT management and a Long Beach Police Supervisor will be notified to determine  
10 the appropriate response.

11 Section 5. The parties shall determine the level of services to be  
12 provided. At a minimum, CITY shall provide one (1) police officers per shift, with the  
13 morning shift beginning at the start of revenue service and the afternoon shift through the  
14 conclusion of TRANSIT'S service day (approximately 0600 through 2400). Vacancies as  
15 a result of time off may or may not be filled at the discretion of TRANSIT. The LBPD  
16 Transit Dedicated Unit will exclusively protect TRANSIT as provided in Section 3 and 4  
17 except where: 1) a criminal offense has been committed in an officer's presence; 2) there  
18 is a citizen or officer in distress and/or 3) there is an emergency requiring deployment of  
19 all available sworn officers. This is limited to declared emergencies by the Mayor, City  
20 Manager or Chief of Police. All shifts as provided in Section 2 that are not utilized will be  
21 adjusted within the restrictions of the budget as provided in Section 9.

22 The LBPD shall provide the following services to support and improve  
23 TRANSIT operations:

- 24           ▪ Provide safety and security for TRANSIT employees, customers and  
25           assets.
- 26           ▪ Continually monitor the TRANSIT and the LBPD radio and respond  
27           to TRANSIT calls for service in and out of the City.
- 28           ▪ Provide patrol of TRANSIT routes, bus stops, the Transit Mall and

1 other TRANSIT facilities and assets.

- 2       ▪ Focus enforcement efforts on the improvement of TRANSIT
- 3       operations.
- 4       ▪ Communicate with TRANSIT management and respond to
- 5       TRANSIT's law enforcement needs.
- 6       ▪ Identify suspicious activity, contact suspicious persons and
- 7       continually seek to identify threats to homeland security and
- 8       TRANSIT operations.
- 9       ▪ Use problem-solving and crime prevention models to address
- 10      concerns.
- 11      ▪ Provide professional customer service and positively engage
- 12      TRANSIT employees and customers.
- 13      ▪ Address quality-of-life and environmental concerns and intervene in
- 14      activity or conditions that are detrimental to TRANSIT operations and
- 15      service.
- 16      ▪ Conduct uniform and plainclothes operations at the direction of the
- 17      Transit Detail Sergeant.
- 18      ▪ Conduct criminal investigations and interviews, file traffic reports
- 19      involving TRANSIT vehicles and assets, collect and process
- 20      evidence, complete TRANSIT reports, enforce the law, issue
- 21      citations and make arrests as necessary.
- 22      ▪ When necessary, use lawful and appropriate force to protect life and
- 23      property and safely effect arrests.
- 24      ▪ Conduct plainclothes surveillance operations at the Transit Mall four
- 25      times per year.
- 26      ▪ Conduct training opportunities for TRANSIT Supervisors twice per
- 27      year.
- 28      ▪ Participate in at least one multi-agency preparedness exercise per

1 year.

- 2       ▪ Provide a monthly report, completed by each officer, to TRANSIT
- 3 management identifying the following:
- 4           ○ Officer's name, DID and service dates
  - 5           ○ Crimes investigated
  - 6           ○ Calls for service/Field investigations
  - 7           ○ Traffic Citations
  - 8           ○ Parking Citations
  - 9           ○ Misdemeanor Citations
  - 10          ○ District car checks
  - 11          ○ Reports
  - 12          ○ Bus boardings
  - 13          ○ Misdemeanor and felony arrests
  - 14          ○ Vehicle numbers and mileage
  - 15          ○ Non TRANSIT related overtime
- 16       ▪ Provide an annual report of significant accomplishments to
- 17 TRANSIT.

18           Section 6. CITY shall furnish and supply all necessary labor and

19 supervision for TRANSIT dedicated police services provided above and hereunder. CITY

20 shall also furnish all equipment, communication facilities, and supplies necessary to

21 maintain the level of service to be rendered above and hereunder, except as otherwise

22 agreed to in writing. All persons employed in the performance of such service shall

23 remain under the immediate direction and control of the Chief of Police and not of

24 TRANSIT or any officer or employee thereof. CITY shall pay all wages, salaries and

25 other amounts due its employees in connection with this Agreement and shall be

26 responsible for all reports and obligations for such employees including but not limited to,

27 social security, income tax withholding, unemployment compensation, and workers'

28 compensation.

1           Section 7. For valuable consideration as provided herein, CITY shall  
2 provide four (4) patrol vehicles clearly marked "Long Beach Police" and/or "Transit  
3 Enforcement" and equipped with the standard equipment required by the LBPD including  
4 KDT's, fixed and portable radios, black and white paint, light bar and control head,  
5 shotgun rack and identifying markings.

6           TRANSIT will purchase and maintain one unmarked supervisor police  
7 vehicle. All police related lights, radio, electronics and police equipment shall be installed  
8 and maintained at CITY's expense. The vehicle shall be registered to and fully insured by  
9 the CITY as all similar CITY police vehicles are insured. CITY shall provide proof of  
10 insurance listing TRANSIT as the Certification Holder and additional insured by  
11 endorsement. Title for the vehicle shall remain with TRANSIT. TRANSIT shall pay for all  
12 fuel and maintenance costs for the supervisor's vehicle. Such vehicle will be supplied for  
13 the contract period only. CITY assumes all liability and will hold TRANSIT harmless for  
14 any and all damages arising from CITY's use of the vehicle. CITY shall be responsible  
15 for, and repair or replace the vehicle as necessary, due to any damage caused by  
16 accidents or beyond normal wear and tear. All patrol cars shall remain under the  
17 immediate direction and control of the LBPD and not of TRANSIT or any officer of  
18 employee thereof.

19           Section 8. TRANSIT shall provide the LBPD Transit Dedicated Unit with  
20 six (6) portable radios consistent with TRANSIT issued equipment. TRANSIT shall  
21 provide LBPD with work space, and such other tools, equipment, and services as  
22 necessary to perform the duties agreed to including, but not limited to, training, data,  
23 reports, requests, transit material and information.

24           Section 9. TRANSIT shall reimburse CITY as described in Exhibit "A"  
25 attached hereto and incorporated herein by this reference. Subject to the condition set  
26 forth in Section 13, approval by TRANSIT, CITY shall adjust reimbursement to reflect  
27 changes in actual cost. CITY shall provide upon request, records, reports and invoices of  
28 services rendered provided in Sections 2 and 5 for TRANSIT auditor(s) review. CITY

1 shall be responsible for LBPDP's expenses and labor costs associated with sick time,  
2 position vacancy, extended or short term leaves for any officer assigned to the LBPDP  
3 Transit Dedicated Unit provided in Section 2, except where TRANSIT requests additional  
4 service above and beyond the LBPDP Transit Dedicated Unit to be rendered by officers  
5 and/or sergeants in addition to those services provided in Section 2, which shall be  
6 reimbursed at the overtime rate in effect at the time of such overtime accrued.

7           Section 10. CITY shall submit invoices to TRANSIT on a monthly basis.  
8 Such invoices shall include the sergeant's identification number, officer's identification  
9 number, individual and total hours worked, miles accrued on service vehicles and a  
10 monthly activity summary report by officer. Non-TRANSIT related overtime will be  
11 identified in the monthly report and shall not be charged to TRANSIT. In accordance with  
12 Sections 2 and 3, CITY shall provide designated TRANSIT sworn and trained police  
13 supervisory and patrol services. In the event that such agreed to coverage is not  
14 provided, TRANSIT is entitled to a credit against the monthly costs as provided in Section  
15 9. TRANSIT shall pay said invoices within thirty (30) days of receipt.

16           Section 11. TRANSIT shall defend, indemnify and hold CITY, its officials,  
17 employees, and agents harmless from and against all claims, demands, damage, loss,  
18 causes of action, liabilities, costs, and expenses, including reasonable attorneys' fees,  
19 whether or not reduced to judgment or paid through settlement, arising from or  
20 attributable to any act or omission of TRANSIT, its officers, agents, or visitors which is  
21 connected in any way with its performance of this Agreement. CITY shall defend,  
22 indemnify and hold TRANSIT, its officers, employees, and agencies harmless from and  
23 against all claims, demands, damage, loss, causes of action, liabilities, costs, and  
24 expenses, including reasonable attorneys' fees, whether or not reduced to judgment or  
25 paid through settlement, arising from or attributable to any act or omission of CITY, its  
26 officers, agents, or visitors which is connected in any way with its performance of this  
27 Agreement.

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1           Section 12. Any Notice required hereunder shall be in writing and  
2 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,  
3 addressed to CITY at 400 W. Broadway, Long Beach, California 90802, Attention: Chief  
4 of Police, and to TRANSIT at the address first shown herein. Notice shall be deemed  
5 given on the date delivered or the date deposited in the mail, whichever first occurs.

6           Section 13. Whenever the City Council by resolution shall increase the  
7 salaries of the police officers, the Chief of Police shall make corresponding changes in  
8 the budget as provided in Section 9 and deliver the amended budget to TRANSIT. The  
9 amended budget as provided in Section 9 shall govern the Agreement from the effective  
10 date of the salary increase. Any other adjustments in budget items shall be presented to  
11 TRANSIT by CITY and must be mutually agreed upon in writing by the parties to be  
12 effective.

13           Section 14. Either party shall have the right to terminate this Agreement  
14 for any reason or no reason by giving the other party thirty (30) days prior written notice.  
15 In the event of termination, TRANSIT shall pay CITY for services satisfactorily performed  
16 up to the effective date of termination for which CITY has not been previously paid.

17           A. This Agreement shall not be amended, nor any provision or  
18 breach hereof waived, except in writing signed by the parties which expressly  
19 refers to this Agreement.

20           B. This Agreement constitutes the entire understanding of the  
21 parties and supersedes all other agreements, oral or written with respect to the  
22 subject matter herein.

23           C. This agreement shall be governed by and construed in  
24 accordance with the laws of the State of California. CITY and TRANSIT agree that  
25 the courts of the County of Los Angeles shall have exclusive jurisdiction over any  
26 litigation between the parties arising from this Agreement.

27           D. This Agreement has been created as a joint effort of the  
28 parties and shall not be construed against either party as the drafter.



1           Section 15. All reports, as well as drawings, plans, studies, memoranda,  
2 and other documents assembled or prepared by or for, or furnished to TRANSIT in  
3 connection with this Agreement shall be the property of TRANSIT, excepting restricted or  
4 law enforcement sensitive records prepared by the LBPD. CITY shall permit the  
5 authorized representatives of TRANSIT to inspect and audit all data and records relating  
6 to performance under this Agreement, unless otherwise provided by law. For purposes  
7 of this Section, CITY shall comply with the California Public Records Act, Government  
8 Code § 6259 et seq.

9           Section 16. TRANSIT shall not transfer or assign its rights or delegate its  
10 duties hereunder without prior written consent of CITY. Any attempted assignment or  
11 delegation shall be void and any purported assignee or delegate shall acquire no right or  
12 interest by reason of such attempted assignment or delegation.

13           Section 17. CITY certifies that it has no interest and shall not acquire any  
14 interest, direct or indirect, which would conflict in any manner or degree with the  
15 performance of services under this Agreement, except as allowed by law. CITY further  
16 certifies that in the performance of this Agreement, no person having any such interest  
17 shall be employed hereunder.

18           Section 18. In connection with performance of this Agreement and subject  
19 to applicable rules and regulations, TRANSIT shall not discriminate against any  
20 employee or applicant for employment because of race, religion, national origin, color,  
21 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.  
22 TRANSIT shall ensure that applicants are employed, and that employees are treated  
23 during their employment, without regard to these bases. These actions shall include, but  
24 not be limited to, the following: employment, upgrading, demotion or transfer; recruitment  
25 or recruitment advertising; layoff or termination; rates of pay or other forms of  
26 compensation; and selection for training, including apprenticeship.

27           Section 19. Upon request, CITY and TRANSIT shall furnish to one  
28 another proof that each has comprehensive general liability and/or self-insurance. CITY

1 and TRANSIT also agree to maintain programs of insurance, or self-insurance, as  
2 required by the State of California, covering workers' compensation benefits payable to  
3 their employees injured in the scope of their employment, and shall pay such claims prior  
4 to seeking indemnity, if applicable, from each other.

5 IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
6 to be duly executed with all the formalities required by law as of the date first above  
7 written.

8 LONG BEACH PUBLIC TRANSPORTATION  
9 COMPANY, a California nonprofit corporation

10 December 20, 2011

By

Laurence W. Jackson

Laurence W. Jackson

Type or Print Name

11 "TRANSIT"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 Assistant City Manager

15 By

[Signature]

City Manager

16 "City"

17 EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

18 Approved as to form this 28<sup>th</sup> day of December, 2011.

19 ROBERT E. SHANNON, City Attorney

20 By

Gary J. Anderson

Gary J. Anderson, Deputy City Attorney

**EXHIBIT "A"****Cost of Police Services to the  
Long Beach Public Transportation Company****(Effective October 1, 2011 - September 30, 2012)*****DIRECT COSTS***

<b>PERSONNEL</b>	<b># of</b>	<b>Annual</b>			
<b>Straight Time</b>	<b>Positions</b>	<b>Hours to</b>	<b>Hourly Rate</b>	<b>Totals</b>	<b>Subtotals</b>
Police Officer	5.0	10,440	\$64.057	668,752	
Police Sergeant	1.0	2,088	\$82.080	171,382	\$840,134
<b>Premium Pay - 1 Officer Car 4:30PM to 7:30AM</b>					
Premium Pay		4,056	\$4.161	16,877	\$16,877
<b>Worker's Compensation (FY12 amount/hr)</b>					
Sergeant & Officers	6.0	12,528	\$3.458	43,324	\$43,324
<b>Overtime w/Medicare cost (to be billed only as used)</b>					
Police Officer OT	--	304	\$69.877	21,243	\$21,243
<b>TOTAL PERSONNEL COSTS</b>					<b>921,578.05</b>
<b>EQUIPMENT</b>	<b># of Units</b>		<b>Est Unit</b>	<b>Totals</b>	
			<b>Monthly Cost</b>		
Black & White <sup>1</sup>	4		1,418	68,087	\$68,087
Tech Charges for Radios, Computers			861	10,335	\$10,335
<b>TOTAL EQUIPMENT COSTS</b>					<b>78,421.69</b>
<b>TOTAL DIRECT COSTS</b>					<b>999,999.74</b>
<b><i>INDIRECT COSTS</i></b>					
Indirect Costs <sup>2,3</sup> Police Department Costs only					<b>440,286.46</b>
<b>TOTAL Annual Costs October 1, 2011 - September 30, 2012</b>					<b><u>1,440,286.20</u></b>

**Notes:** <sup>1</sup>Black & White Patrol Vehicles are to be billed at actual costs  
<sup>2</sup>Indirect Costs excludes WC costs & Fleet Costs, which are direct charged  
<sup>3</sup>From FY12 Wildan Cost Allocation Plan

# LONG BEACH POLICE DEPARTMENT

## Cost of Police Services to the Long Beach Public Transportation Company

**Two-Year Cost Projections**  
(Contract expires September 30, 2014)\*

DIRECT COSTS		FY13 ESTIMATE ONLY		FY14 ESTIMATE ONLY	
		FY13 Est. (Oct '12-Sep'13)	FY13 Est % Increase	FY14 Est. (Oct '13-Sep'14)	FY14 Est % Increase
<b>PERSONNEL</b>					
<b>Straight Time</b>					
Police Officer	\$668,752	\$668,752	0%	\$672,096	0.5%
Police Sergeant	\$171,382	\$171,382	0%	\$171,382	0%
<b>Premium Pay - 1 Officer Car</b>					
Premium Pay	\$16,877	\$16,877	0%	\$16,961	0.5%
<b>Worker's Compensation</b>					
Sergeant & Officers	\$43,324	\$44,624	3%	\$45,962	3%
<b>Overtime w/Medicare cost</b>					
Police Officer OT	\$21,243	21,243	0%	\$21,349	0.5%
Personnel Total	\$921,578	\$922,878		\$927,751	
<b>EQUIPMENT</b>					
Black & White <sup>1</sup>	\$68,087	\$69,449	2%	\$70,838	2%
Tech Charges Radios, Computers	\$10,335	\$10,541	2%	\$10,752	2%
Equipment Total	\$78,422	\$79,990		\$81,590	
<b>TOTAL DIRECT COSTS</b>	\$1,000,000	\$1,002,868		\$1,009,341	
<b>INDIRECT COSTS</b>					
Indirect Costs <sup>2,3</sup>	\$440,286	\$453,495	3%	\$467,100	3%
<b>TOTAL AGREEMENT COSTS</b>	\$1,440,286	\$1,456,363		\$1,476,441	

**Notes:**

<sup>1</sup> Black & White Patrol Vehicles and Unmarked Sgt. Vehicle are to be billed at actual costs

<sup>2</sup> Indirect Costs exclude Workers' Compensation costs, which are direct charged

<sup>3</sup> From FY12 Wildan Cost Allocation Plan

\* Two one-year options to renew are possible