

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

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

21 Section 4. CITY shall, acting through the LBPD, provide police services
22 for TRANSIT facilities, equipment, employees, patrons and guests in accordance with the
23 statutes of the State of California. The Transit Detail Officers will respond to TRANSIT
24 calls for service in the City of Long Beach and in other cities where TRANSIT service is
25 provided. The LBPD will assist TRANSIT and will liaison with local law enforcement in
26 other jurisdictions.

27 The LBPD is authorized to enforce TRANSIT public transportation laws, in
28 other cities, where TRANSIT public transportation service is present. Serious crime

1 involving victims and or violence will be managed by the local law enforcement agency.
2 During these investigations, the Transit Detail Officer(s) will provide appropriate
3 assistance. If additional Long Beach Transit Detail services are requested in another
4 city, TRANSIT management and a Long Beach Police Supervisor will be notified to
5 determine the appropriate response.

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

17 The LBPD shall provide the following services to support and improve
18 TRANSIT operations:

- 19 ■ Provide safety and security for TRANSIT employees, customers and
20 assets.
- 21 ■ Continually monitor the TRANSIT and the LBPD radio and respond
22 to TRANSIT calls for service in and out of the City.
- 23 ■ Provide patrol of TRANSIT routes, bus stops, the Transit Mall and
24 other TRANSIT facilities and assets.
- 25 ■ Focus enforcement efforts on the improvement of TRANSIT
26 operations.
- 27 ■ Communicate with TRANSIT management and respond to
28 TRANSIT's law enforcement needs.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Identify suspicious activity, contact suspicious persons and continually seek to identify threats to homeland security and TRANSIT operations.
- Use problem-solving and crime prevention models to address concerns.
- Provide professional customer service and positively engage TRANSIT employees and customers.
- Address quality-of-life and environmental concerns and intervene in activities or conditions that are detrimental to TRANSIT operations and service.
- Conduct uniform and plainclothes operations at the direction of the Transit Detail Sergeant.
- Conduct criminal investigations and interviews, file traffic reports involving TRANSIT vehicles and assets, collect and process evidence, complete TRANSIT reports, enforce the law, issue citations and make arrests as necessary.
- When necessary, use lawful and appropriate force to protect life and property and safely effect arrests.
- Conduct plainclothes surveillance operations at the Transit Mall four times per year.
- Conduct training opportunities for TRANSIT Supervisors twice per year.
- Participate in at least one multi-agency preparedness exercise per year.
- Provide a monthly report, completed by each officer, to TRANSIT management identifying the following:
 - Officer's name, DID and service dates
 - Crimes investigated

- 1 o Calls for service/field investigations
- 2 o Traffic citations
- 3 o Parking citations
- 4 o Misdemeanor citations
- 5 o District car checks
- 6 o Reports
- 7 o Bus boardings
- 8 o Misdemeanor and felony arrests
- 9 o Vehicle numbers and mileage
- 10 o Non TRANSIT related overtime

- 11 ▪ Provide an annual report of significant accomplishments to
- 12 TRANSIT.

13 Section 6. CITY shall furnish and supply all necessary labor and
14 supervision for TRANSIT dedicated police services provided above and hereunder. CITY
15 shall also furnish all equipment, communication facilities, and supplies necessary to
16 maintain the level of service to be rendered above and hereunder, except as otherwise
17 agreed to in writing. All persons employed in the performance of such service shall
18 remain under the immediate direction and control of the Chief of Police and not of
19 TRANSIT or any officer or employee thereof. CITY shall pay all wages, salaries and
20 other amounts due its employees in connection with this Agreement and shall be
21 responsible for all reports and obligations for such employees including but not limited to,
22 social security, income tax withholding, unemployment compensation, and workers'
23 compensation.

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

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

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

19 Section 9. TRANSIT shall reimburse CITY as described in Exhibit "A"
20 attached hereto and incorporated herein by this reference. Subject to the condition set
21 forth in Section 13, CITY shall adjust reimbursement to reflect changes in actual cost.
22 CITY shall provide upon request, records, reports, and invoices of services rendered
23 provided in Sections 2 and 5 for TRANSIT auditor(s) review. CITY shall be responsible
24 for LBPD's expenses and labor costs associated with sick time, position vacancy,
25 extended or short term leaves for any officer assigned to the LBPD Transit Dedicated
26 Unit provided in Section 2, except where TRANSIT requests additional service above and
27 beyond the LBPD Transit Dedicated Unit to be rendered by officers and/or sergeants in
28 addition to those services provided in Section 2, which shall be reimbursed at the

1 overtime rate in effect at the time of such overtime accrued.

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

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

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

28 Section 13. Whenever the City Council by resolution shall increase the

1 salaries of the police officers, the Chief of Police shall make corresponding changes in
2 the budget as provided in Section 9 and deliver the amended budget to TRANSIT. The
3 amended budget as provided in Section 9 shall govern the Agreement from the effective
4 date of the salary increase. Any other adjustments in budget items shall be presented to
5 TRANSIT by CITY and must be mutually agreed upon in writing by the parties to be
6 effective.

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

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

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

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

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

23 Section 15. All reports, as well as drawings, plans, studies, memoranda,
24 and other documents assembled or prepared by or for, or furnished to TRANSIT in
25 connection with this Agreement shall be the property of TRANSIT, excepting restricted or
26 law enforcement sensitive records prepared by the LBPD. CITY shall permit the
27 authorized representatives of TRANSIT to inspect and audit all data and records relating
28 to performance under this Agreement, unless otherwise provided by law. For purposes

1 of this Section, CITY shall comply with the California Public Records Act, Government
2 Code § 6259 et seq.

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

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

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

21 Section 19. Upon request, CITY and TRANSIT shall furnish to one
22 another proof that each has comprehensive general liability and/or self-insurance. CITY
23 and TRANSIT also agree to maintain programs of insurance, or self-insurance, as
24 required by the State of California, covering workers' compensation benefits payable to
25 their employees injured in the scope of their employment, and shall pay such claims prior
26 to seeking indemnity, if applicable, from each other.

27 ///

28 ///

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

4 LONG BEACH PUBLIC TRANSPORTATION
5 COMPANY, a California nonprofit corporation

6 March 15, 2017⁸

7 By K. McDonald

8 KEN McDONALD

Type or Print Name / Title

9 This Agreement is approved as to form.

10 3/16/18 2017^(R)

11 By [Signature]

12 Vincent C. Ewing, Gen. Counsel

Type or Print Name / Title

13 "TRANSIT"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 3/28/18, 2018

17 By [Signature]

City Manager

18 "City"

19
20 This Agreement is approved as to form on March 27, 2018.

21 CHARLES PARKIN, City Attorney

22 By [Signature]

23 Deputy City Attorney

EXHIBIT "A"



Long Beach Police Department
Cost Exhibit for Police Services - Long Beach Transit
 Contract Period: 2018
 Contract Term: 10/01/2017 through 09/30/2018
 Reflects anticipated FY 18 POA raises
 Revised: 8/10/2017 to maintain 7 police officers, 1 sergeant; eliminates fueling costs

Category 1: Personnel Costs

Straight-Time	Number of Positions	Estimated Annual Straight-Time Hours	Total Estimated Annual Billable Hours	Fully Loaded Hourly Rate	Estimate of FY 18 Actuals	
Police Officer	7	2088	14616	\$90.01 - \$108.452	\$ 1,437,022	
Police Sergeant	1	2088	2088	\$ 127.660	\$ 266,546	
Note: Worker's Compensation costs now included in the Fully Loaded Rate.					Subtotal: Straight-Time Costs	\$ 1,703,568
Premium Pay		Estimated Annual Work Hours per Employee	Total Estimated Annual Billable Hours	Premium Pay Hourly Rate	Estimate of FY 18 Actuals	
One Officer Car Pay	4	2088	8352	\$ 4.459	\$ 37,240	
Note: One Officer Car Pay applied to single officer unit hours worked between 4:30pm - 7:30PM per the POA contract.					Subtotal: Premium Pay Costs	\$ 37,240
Overtime w/ Medicare	Number of Positions	Estimated Annual OT Hours		Average Hourly OT Rate	Estimate of FY 18 Actuals	
Police Officer	N/A	619		\$ 81.185	\$ 50,254	
Police Sergeant	N/A	0		\$ 105.411	\$ -	
Note: Overtime calculated by taking 1.5 times the adjusted hourly rate for the employee + a 1.45% Medicare rate					Subtotal: Overtime Costs	\$ 50,254
Total Personnel Costs					\$	1,791,062

Category 2: Estimated Equipment Costs

Fleet Costs	Number of Vehicles Supported	Maintenance and Repairs Services	Fuel Costs	Capitalization Charges	Estimate of FY 18 Actuals	
	4	\$ 20,388	\$ -	\$ 19,136	\$ 39,524	
Note: Estimated Fleet Costs based on the cost percentage increase/decrease experienced betw					Subtotal: Fleet Costs	\$ 39,524
Technology Support Costs	Positions Supported	Data Center Services	Email/Internet Services	Phone Line Services	Estimate of FY 18 Actuals	
	8	\$ 7,329	\$ 5,408	\$ -	\$ 12,737	
Note: Estimated Technology Costs based on the cost percentage increase/decrease experienced between FY 16 and FY 17.					Subtotal: Technology Support Costs	\$ 12,737
Total Equipment Costs					\$	52,261

Category 3: Indirect Cost Rate

Total Indirect Costs (will be billed monthly)	\$	586,154
--	-----------	----------------

Total Contract Amount for FY 2018	\$	2,429,477
--	-----------	------------------

EXHIBIT A
**Cost of Police Services to the
 Long Beach Public Transportation Company**
 Comparison FY17 original, FY17 with POA Raises, FY18

PERSONNEL COSTS (VARIABLE)					
	FY17 Original	FY17 with POA Raises [A]	FY18 with POA raises	Diff FY17 vs. FY18 w/POA	Diff FY17 w/POA vs. FY18 w/POA
Straight time					
Police Officer (Hourly Rate)	\$ 72.30	\$80.77 - \$96.96	\$90.01 - \$108.45	37.2%	11.7%
Police Officer Subtotal	\$ 1,056,739	\$ 1,297,915	\$ 1,437,022	36.0%	10.7%
Police Sergeant (Hourly Rate)	\$ 92.15	\$ 117.02	\$ 127.66	38.5%	9.1%
Police Sergeant Subtotal	\$ 192,404	\$ 244,333	\$ 266,546	38.5%	9.1%

Premium Pay					
Admin Duties-Rate	\$ 1.89	\$ -	\$ -	-	-
Admin Duties-Total	\$ 11,808	\$ -	\$ -	0.0%	-
One Officer Car (4:30pm to 7:30 am)-Rate	\$ 4.20	\$ 4.33	\$ 4.46	6.2%	3.0%
One Officer Car (4:30pm to 7:30 am)-Total	\$ 35,103	\$ 36,153	\$ 37,240	6.1%	3.0%

Worker's Compensation					
Sergeant & Officers - Rate	\$ 5.22	\$ 5.22	\$ -	-	-
Sergeant & Officers - Total	\$ 87,275	\$ 87,275	\$ -	-	-

Overtime w/ Medicare cost					
Police Officer OT - Rate	\$ 72.69	\$ 76.99	\$ 81.19	11.7%	5.5%
Police Officer OT - Total	\$ 45,000	\$ 48,967	\$ 50,254	11.7%	2.6%
Police Sergeant OT - Rate	\$ -	\$ 102.34	\$ 105.41	-	3.0%
Police Sergeant OT - Total	\$ -	\$ -	\$ -	-	-

TOTAL PERSONNEL COSTS	\$ 1,428,329	\$ 1,714,644	\$ 1,791,062	25.4%	4.5%
------------------------------	--------------	--------------	--------------	-------	------

EQUIPMENT COSTS (VARIABLE)					
EQUIPMENT COSTS					
Technology Services (Radios/Computers/PDA)	\$ 16,322	\$ 16,322	\$ 12,737	-22.0%	-22.0%
Fleet Costs	\$ 62,083	\$ 62,082	\$ 39,524	-36.3%	-36.3%
TOTAL EQUIPMENT COSTS	\$ 78,405	\$ 78,404	\$ 52,261	-33.3%	-33.3%

INDIRECT COSTS (FIXED)					
DEPARTMENT INDIRECT COSTS	\$ 410,954	\$ 410,954	\$ 586,154	42.6%	42.6%

TOTAL ANNUAL COSTS	\$ 1,917,688	\$ 2,204,002	\$ 2,429,477	26.7%	10.2%
---------------------------	--------------	--------------	--------------	-------	-------

Sources:

"FY17 Original" based on Exhibit A Revised 5/03/16, submitted to LBT 5/04/16
 "FY17 with POA Raises" based on Exhibit A Updated to reflect mid-year POA raises: 4/3/2017
 "FY18 with POA Raises" based on Exhibit A Revised 8/10/2017 to maintain 7 officers and eliminate fueling

Notes on Major Changes:

[A]- Police Officers Association negotiated a rate increase that was signed into effect in March 2017, effective retroactive to October 2016. This rate increase is referred to as "POA Raises" in this document.
 [B] - LBT began fueling the fleet of police cars in FY18, eliminating the fueling cost from the "Fleet Costs".