

1 FIRST AMENDMENT TO AGREEMENT NO. 33523

2 **33523**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 33523 is made and
4 entered, in duplicate, as of June 28, 2016, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on July
6 1, 2014, by and between the CITY OF LONG BEACH, a municipal corporation
7 (hereinafter "CITY"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY
8 (hereinafter "TRANSIT"), a California nonprofit corporation, whose business is located at
9 1963 E. Anaheim Street, Long Beach, California 90813.

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

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

16 WHEREAS, the parties entered Agreement No. 33523 whereby CITY
17 agreed to provide these services; and

18 WHEREAS, the parties wish to exercise their first option to extend the term
19 of the Agreement; and

20 WHEREAS, the parties desire to add the annual amount not to exceed
21 \$1,849,297 for the term October 1, 2015 through September 30, 2016; and

22 WHEREAS, the parties desire to attach a list of direct costs for the term
23 October 1, 2015 through September 30, 2016;

24 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
25 conditions herein contained, the parties agree as follows:

26 1. TRANSIT shall pay CITY for security services the respective prices
27 therefore set forth on Exhibit "A-1", attached hereto and incorporated herein by this
28 reference. The total expenditures for the first extension term of Agreement No. 33523

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 shall not exceed \$1,849,297.

2 2. Section 1 of Agreement No. 33523 is hereby amended to read as
3 follows:

4 "Section 1. Unless otherwise terminated sooner in accordance with
5 the provisions herein, this Agreement shall commence on October 1, 2015 and
6 shall terminate at midnight on September 30, 2016. Subject to City Manager
7 approval, Transit shall have the option to renew the Agreement for one (1)
8 additional term of one (1) year."

9 3. Section 5 Of Agreement No. 33523 is hereby amended to read as
10 follows:

11 "Section 5. The parties shall determine the level of services to be
12 provided. At a minimum, CITY shall provide one (1) police officer 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 0100). 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 Gallery and

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other TRANSIT facilities and assets.

- Focus enforcement efforts on the improvement of TRANSIT operations.
- Communicate with TRANSIT management and respond to TRANSIT's law enforcement needs.
- 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

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year.

- Provide a monthly report, completed by each officer, to TRANSIT management identifying the following:
 - Officer's name, DID and service dates
 - Crimes investigated
 - Calls for service/field investigations
 - Traffic citations
 - Parking citations
 - Misdemeanor citations
 - District car checks
 - Reports
 - Bus boardings
 - Misdemeanor and felony arrests
 - Vehicle numbers and mileage
 - Non TRANSIT related overtime
- Provide an annual report of significant accomplishments to TRANSIT."

4. Section 8 Of Agreement No. 33523 is hereby amended to read as follows:

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

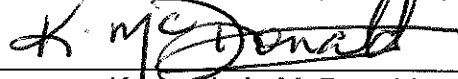
5. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 33523 are ratified and confirmed and shall remain in full force and effect.

///

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


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

5 March 8, 2017

6 By 
7 Kenneth A. McDonald
8 President and CEO

9 This First Amendment to Agreement No. 33523
10 is approved as to form.

11 3/8, 2017

12 By 
13 Vincent C. Ewing
14 General Counsel

15 CITY OF LONG BEACH, a municipal corporation

16 March 21, 2017

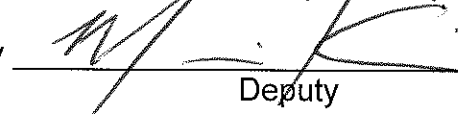
17 By 
18 City Manager
19 "City" Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

20 This First Amendment to Agreement No. 33523 is approved as to form on

21 March 14, 2017.

22 CHARLES PARKIN, City Attorney

23 By 
24 Deputy

25 OFFICE OF THE CITY ATTORNEY
26 CHARLES PARKIN, City Attorney
27 333 West Ocean Boulevard, 11th Floor
28 Long Beach, CA 90802-4664

EXHIBIT “A-1”

EXHIBIT "A"

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

(Effective October 1, 2015 - September 30, 2016)

Revised 7/31/2015

DIRECT COSTS					
PERSONNEL Straight Time	Number of Positions	Annual Billable Hours	Hourly Rate	Total	Subtotals
Police Officer ¹	7.0	14,616	\$68.391	\$ 999,603	
Police Sergeant	1.0	2,088	\$87.391	\$ 182,472	\$1,182,075
Premium Pay					
Administrative (Administrative Duties) ²		6,084	\$1.885	\$ 11,468	\$ 11,468
One Officer Car Pay (4:30PM to 7:30AM) ³		8,112	\$4.206	\$ 34,119	\$34,119
Worker's Compensation (FY16 Base Budget amount/hr)					
Sergeant & Officers	8.0	16,704	\$5.225	\$ 87,275	\$87,275
Overtime w/Medicare cost (to be billed only as used)					
Police Officer OT	--	636	\$70.752	\$ 45,000	\$45,000
TOTAL PERSONNEL COSTS					\$ 1,359,938
EQUIPMENT	# of Units		Estimated Monthly Cost	Total	
Fleet - Black & White Vehicles ⁴	4		\$ 6,045	\$ 72,540.00	\$72,540
Technology Services (Radios/Computers/PDA)			\$ 1,069	\$ 12,833	\$12,833
TOTAL EQUIPMENT COSTS					\$ 85,373
TOTAL DIRECT COSTS					\$ 1,445,311
INDIRECT COSTS					
Department Indirect Costs ^{5,6}					\$ 403,986
TOTAL Annual Costs October 1, 2015 - September 30, 2016					\$ 1,849,297
PD0580LBT					

Notes:

¹Additional Officer will be added to afternoon shift

²Administrative Pay for (3) Officers

³One Officer Car Pay for (4) Officers

⁴Black & White Patrol Vehicles are to be billed at actual costs (LBT fuels and maintains Sgt. vehicle; City responsible for install and maintenance of lights, radio, electronics and police equipment on Sgt. vehicle)

⁵Indirect Costs excludes WC costs, Fleet & Tech Services, which are direct charged

⁶From FY15 Matrix Cost Allocation Plan (less exclusions noted above)