



1           Section 1. Unless otherwise terminated sooner in accordance with the  
2 provisions herein, this Agreement shall commence on October 1, 2014 and shall  
3 terminate at midnight on September 30, 2015. Subject to City Manager approval, Transit  
4 shall have the option to renew the Agreement for two (2) 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 seven (7) sworn LBPD officers with P.O.S.T. II certification  
7 ("LBPD 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 LBPD, 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  
9 city, TRANSIT management and a Long Beach Police Supervisor will be notified to  
10 determine 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 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 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

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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.

Section 6. CITY shall furnish and supply all necessary labor and supervision for TRANSIT dedicated police services provided above and hereunder. CITY shall also furnish all equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered above and hereunder, except as otherwise agreed to in writing. All persons employed in the performance of such service shall remain under the immediate direction and control of the Chief of Police and not of TRANSIT or any officer or employee thereof. CITY shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations for such employees including but not limited to, social security, income tax withholding, unemployment compensation, and workers' 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  
9 by 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, CITY shall adjust reimbursement to reflect changes in actual cost.  
27 CITY shall provide upon request, records, reports, and invoices of services rendered  
28 provided in Sections 2 and 5 for TRANSIT auditor(s) review. CITY shall be responsible

1 for LBPB's expenses and labor costs associated with sick time, position vacancy,  
2 extended or short term leaves for any officer assigned to the LBPB Transit Dedicated  
3 Unit provided in Section 2, except where TRANSIT requests additional service above and  
4 beyond the LBPB Transit Dedicated Unit to be rendered by officers and/or sergeants in  
5 addition to those services provided in Section 2, which shall be reimbursed at the  
6 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 boards and/or commissions, employees, and agents harmless from and against all  
18 claims, demands, damage, loss, causes of action, liabilities, costs, and expenses,  
19 including reasonable attorneys' fees, whether or not reduced to judgment or paid through  
20 settlement, arising from or attributable to any act or omission of TRANSIT, its officers,  
21 agents, or visitors which is connected in any way with its performance of this Agreement.  
22 CITY shall defend, indemnify and hold TRANSIT, its officers, employees, and agencies  
23 harmless from and against all claims, demands, damage, loss, causes of action,  
24 liabilities, costs, and expenses, including reasonable attorneys' fees, whether or not  
25 reduced to judgment or paid through settlement, arising from or attributable to any act or  
26 omission of CITY, its officers, agents, or visitors which is connected in any way with its  
27 performance of this 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 August 26<sup>th</sup>, 2014 By KENNETH McDONALD  
11 K. McDonald  
12 Type or Print Name / Title

13 August 26, 2014 By LISA PATTON  
14 L. Patton  
15 Type or Print Name / Title

16 "TRANSIT"  
17 CITY OF LONG BEACH, a municipal  
18 corporation  
19 Assistant City Manager

19 September 15, 2014 By J. Madden  
20 City Manager EXECUTED PURSUANT  
21 TO SECTION 301 OF  
22 THE CITY CHARTER.

21 "City"

23 Approved as to form this 3rd day of September, 2014.

24 CHARLES PARKIN, City Attorney  
25 By [Signature]  
26 Deputy City Attorney

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

**EXHIBIT "A"**

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

**(Effective October 1, 2014 - September 30, 2015)**

**Revised 05/05/14**

**DIRECT COSTS**

<b>PERSONNEL</b>	<b>Number of Positions</b>	<b>Annual Billable Hours</b>	<b>Hourly Rate</b>	<b>Total</b>	<b>Subtotals</b>
<b>Straight Time</b>					
Police Officer <sup>1</sup>	7.0	14,616	\$66.254	\$ 968,368	
Police Sergeant	1.0	2,088	\$84.936	\$ 177,346	\$1,145,715
<b>Premium Pay</b>					
Administrative (Administrative Duties) <sup>2</sup>		6,084	\$1.885	\$ 11,468	\$11,468
One Officer Car Pay (4:30PM to 7:30AM) <sup>3</sup>		8,112	\$4.161	\$ 33,754	\$33,754
<b>Worker's Compensation (FY15 Base Budget amount/hr)</b>					
Sergeant & Officers	8.0	16,704	\$5.073	\$ 84,734	\$84,734
<b>Overtime w/Medicare cost (to be billed only as used)</b>					
Police Officer OT	--	641	\$70.224	\$ 45,000	\$45,000
<b>TOTAL PERSONNEL COSTS</b>					<b>\$1,320,671</b>
<b>EQUIPMENT</b>	<b># of Units</b>		<b>Estimated Monthly Cost</b>	<b>Total</b>	
Fleet - Black & White Vehicles <sup>4</sup>	4		\$ 5,572	\$ 66,860	\$66,860
Tech Svcs (Radios/Computers/PDA)			\$ 1,016	\$ 12,191	\$12,191
<b>TOTAL EQUIPMENT COSTS</b>					<b>\$ 79,050</b>
<b>TOTAL DIRECT COSTS</b>					<b>\$1,399,722</b>
<b>INDIRECT COSTS</b>					
Indirect Costs <sup>5,6</sup> Police Department Costs only					<b>\$ 341,432</b>
<b>TOTAL Annual Costs October 1, 2014 - September 30, 2015</b>					<b>\$1,741,154</b>
<i>PD0580LBT</i>					

**Notes:**

<sup>1</sup>Additional Officer will be added to afternoon shift

<sup>2</sup>Administrative Pay for (3) Officers

<sup>3</sup>One Officer Car Pay for (4) Officers

<sup>4</sup>Black & 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)

<sup>5</sup>Indirect Costs excludes WC costs, Fleet & Tech Services, which are direct charged

<sup>6</sup>From FY13 Matrix Cost Allocation Plan (less exclusions noted above)