

AGREEMENT FOR LAW ENFORCEMENT SERVICES

29912

THIS AGREEMENT is made and entered into, in duplicate, as of August 23, 2006, for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on ~~April 30, 2002~~ ^{August 23, 2006}, 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 St., 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;

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

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;

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

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 provisions herein, this Agreement shall commence upon the execution of the Agreement by both parties and shall terminate at midnight on September 30, 2008.

Section 2. Subject to the conditions as set forth in Section 5, CITY shall provide a dedicated unit of six (6) sworn LBPD officers with P.O.S.T. II certification ("LBPD Transit Dedicated Unit") to patrol the Long Beach Transit System during all hours of system operation. The parties shall jointly develop shifts/hours that will provide the highest degree of safety and security for TRANSIT'S employees and customers. The officer's deployment will ensure that the coverage of system operation will be provided by two (2) officers per shift (watch). The scheduled utilization shall remain within the restrictions of the budget as provided in Section 9 and incorporated herein by this reference.

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

Section 4. CITY shall, acting through the LBPD, provide police services for TRANSIT facilities, equipment, employees, patrons and guests without jurisdiction restrictions in accordance with the statutes of the State of California.

Section 5. The parties shall determine the level of services to be provided. At a minimum, CITY shall provide two (2) police officers per shift, with the morning shift beginning at the start of revenue service and the afternoon shift through the conclusion of TRANSIT'S service day (approximately 0600 through 0100). The LBPD Transit Dedicated Unit will exclusively protect TRANSIT as provided in Sections 3 and 4 except where: 1) a criminal offense has been committed in an officer's presence; 2) there is a citizen or officer in distress; and/or 3) there is an emergency requiring deployment of all available sworn officers. This is limited to declared emergencies by the Mayor, City Manager or Chief of Police. All shifts as provided in Section 2 that are not utilized will be adjusted within the restrictions of the budget as provided in Section 9.

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 worker's compensation.

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

patrol cars shall remain under the immediate direction and control of the LBPD and not of TRANSIT or any officer or employee thereof.

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

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

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

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

Section 12. Any Notice required hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to CITY at 100 Long Beach Boulevard, Long Beach, California 90802, Attention: Chief of Police, and to TRANSIT at the address first shown herein. Notice shall be deemed given on the date delivered or the date deposited in the mail, whichever first occurs.

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

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

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

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

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

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

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

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

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

Section 18. In connection with performance of this Agreement and subject to applicable rules and regulations, TRANSIT shall not discriminate against any employee or

applicant for employment on the basis of race, religion, national origin, color, age, gender, sexual orientation, AIDS, AIDS related condition, handicap, disability, or Vietnam Era veteran status. TRANSIT shall ensure that applicants are employed, and that such employees are treated during their employment without regard to these bases. Such actions shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay and selection for training. It is the policy of CITY to encourage the participation of Disadvantage, Minority and Women-owned Business Enterprises and CITY encourages TRANSIT to use its best efforts to carry out this policy in the award of all subcontracts.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

"CITY"

CITY OF LONG BEACH,
a municipal corporation

Date: August 23, 2006

APPROVED AS TO FORM

8/10 2006
ROBERT E. SHANNON, City Attorney
By [Signature]
DEPUTY CITY ATTORNEY

By: [Signature]
City Manager

"TRANSIT"

LONG BEACH PUBLIC TRANSPORTATION
COMPANY, a California non-profit corporation

Date: 7/7, 2006

By: [Signature]
Name: Laurel W Jackson
Title: President CEO

Date: 7/7, 2006

By: [Signature]
Name: EDWARD F. KING
Title: U.P. OPERATIONS

EXHIBIT "A"

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

(Effective July 1, 2006 - September 30, 2006)

PERSONNEL

Straight Time	# of Positions	Hours to be billed	Hourly Rate	Totals	
Police Officer	6	3,132	\$48.562	152,096	
Police Sergeant	1/2	261	\$61.777	16,124	\$168,220

Overtime (To be billed only as used)

Police Officer OT	--	125	\$48.221	6,028	\$6,028
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EQUIPMENT	# of Units		Est Unit Monthly Cost	Totals	
Black & White	4		1,274	15,285	
B & W Radio & Computer	4		175	2,100	
Handheld Radio	6.5		50	975	\$18,360

TOTAL Three Months July 1, 2006 - September 30, 2006 \$192,608

(Effective October 1, 2006 - September 30, 2007)

PERSONNEL

Straight Time	# of Positions	Hours to be billed	Hourly Rate	Totals	
Police Officer	6	12,528	\$50.754	635,846	
Police Sergeant	1/2	1,044	\$64.664	67,509	\$703,355

Overtime (To be billed only as used)

Police Officer OT	--	500	\$51.158	25,579	\$25,579	\$728,934
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EQUIPMENT	# of Units		Est Unit Monthly Cost	Totals	
Black & White	4		1,274	61,140	
B & W Radio & Computer	4		175	8,400	
Handheld Radio	6.5		50	3,900	\$73,440

TOTAL Annual Costs October 1, 2006 - September 30, 2007 \$802,374

Notes: (1) All Straight Time Labor Costs include \$2.673/hr of Workers Compensation cost
(2) Black & White Patrol Cars are to be billed at actual costs