

1 AGREEMENT FOR LAW ENFORCEMENT SERVICES

2 **31149**

3 THIS AGREEMENT is made and entered into, in duplicate, as of January 1,
4 2009 for reference purposes only, pursuant to a minute order of the City Council of the
5 City of Long Beach at its meeting held on 01/06/09, by and between the CITY
6 OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH
7 PUBLIC TRANSPORTATION COMPANY (hereinafter "TRANSIT"), a California nonprofit
8 corporation, whose business is located at 1963 E. Anaheim Street, Long Beach,
9 California 90813.

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

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

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

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

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

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

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

28 Section 1. Unless otherwise terminated sooner in accordance with the

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 provisions herein, this Agreement shall commence upon execution of the Agreement by
2 both parties and shall terminate on midnight on September 30, 2011.

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

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

27 Section 4. CITY shall, acting through the LBPD, provide police services
28 for TRANSIT facilities, equipment, employees, patrons and guests without jurisdiction

1 restrictions in accordance with the statutes of the State of California.

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

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

23 Section 7. For valuable consideration as provided herein, CITY shall
24 provide four (4) patrol vehicles clearly marked "Long Beach Police" and/or "Transit
25 Enforcement" and equipped with the standard equipment required by the LBPD including
26 KDT's, fixed and portable radios, black and white paint, light bar and control head,
27 shotgun rack and identifying markings. All patrol cars shall remain under the immediate
28 direction and control of the LBPD and not of TRANSIT or any officer or employee thereof.

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

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

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

25 Section 11. TRANSIT shall defend, indemnify and hold CITY, its officials,
26 employees, and agents harmless from and against all claims, demands, damage, loss,
27 causes of action, liabilities, costs, and expenses, including reasonable attorneys' fees,
28 whether or not reduced to judgment or paid through settlement, arising from or

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

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

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

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

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

28 B. This Agreement constitutes the entire understanding of the

1 parties and supersedes all other agreements, oral or written with respect to the
2 subject matter herein.

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

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

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

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

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

26 Section 18. In connection with performance of this Agreement and subject
27 to applicable rules and regulations, TRANSIT shall not discriminate against any
28 employee or applicant for employment because of race, religion, national origin, color,

1 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.
2 TRANSIT shall ensure that applicants are employed, and that employees are treated
3 during their employment, without regard to these bases. These actions shall include, but
4 not be limited to, the following: employment, upgrading, demotion or transfer; recruitment
5 or recruitment advertising; layoff or termination; rates of pay or other forms of
6 compensation; and selection for training, including apprenticeship.

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

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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 4/20, 2009 By Laurence W Jackson
7 Laurence W Jackson
8 Type or Print Name

9 "TRANSIT"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 May 29, 2009 By [Signature] Assistant City Manager
13 [Signature] City Manager

14 APPROVED TO SIGN
15 TO SECTION 301 OF
16 THE CITY CHARTER.

17 Approved as to form this 11th day of May, 2009.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Gary J. Anderson, Deputy City Attorney

21 OFFICE OF THE CITY ATTORNEY
22 ROBERT E. SHANNON, City Attorney
23 333 West Ocean Boulevard, 11th Floor
24 Long Beach, CA 90802-4664

EXHIBIT "A"

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

(Effective October 1, 2008 - September 30, 2009)

PERSONNEL

Straight Time	# of Positions	Annual Hours to be billed	Hourly Rate	Totals		
Police Officer	6	12,528	\$54.190	678,892		
Police Sergeant	1/2	1,044	\$71.655	74,808		\$753,700
Premium Pay - 1 Officer Car 4:30PM to 7:30AM						
Premium Pay		6,240	\$3.615	22,558		\$22,558
Worker's Compensation (FY09 amount/hr)						
Sergeant & Officers	6.5	13,572	\$2.814	38,192		\$38,192
Overtime w/Medicare cost (To be billed only as used)						
Police Officer OT	--	500	\$58.979	29,490	\$29,490	\$843,939
EQUIPMENT						
	# of Units		Est Unit Monthly Cost	Totals		
Black & White ¹	4		1,213	58,244	\$58,244	
B & W Radio & Computer	4		100	4,800	\$4,800	
Handheld Radio	6.5		30	2,340	\$2,340	\$65,384
INDIRECT COSTS						
Indirect Costs ^{2,3} Police Department Costs only						\$227,941
TOTAL Annual Costs October 1, 2008 - September 30, 2009						<u>\$1,137,264</u>

Notes:

- ¹ Black & White Patrol Cars are to be billed at actual costs
- ² Indirect Costs excludes Workers' Compensation costs, which are direct charged
- ³ From FY07 PFM Cost Allocation Plan

LONG BEACH POLICE DEPARTMENT

Cost of Police Services to the Long Beach Public Transportation Company

Two Year Contract Cost Projections

PERSONNEL	FY10 & FY11 ARE ESTIMATES ONLY				
	FY09 (Oct '08-Sep'09)	FY10 (Oct '09-Sep'10)	FY11 (Oct '10-Sep'11)	FY10 Est % Increase	FY11 Est % Increase
Straight Time					
Police Officer					
Police Sergeant	\$753,700	\$776,311	\$799,600	3%	3%
Premium Pay - 1 Officer Car					
Premium Pay	\$22,558	\$23,234	\$23,931	3%	3%
Worker's Compensation					
Sergeant & Officers	\$38,192	\$38,574	\$38,959	1%	1%
Overtime w/Medicare cost					
Police Officer OT	\$29,490	\$30,374	\$31,285	3%	3%
	\$843,939	\$868,493	\$893,777		
EQUIPMENT					
Black & White ¹	\$58,244	\$59,991	\$61,791	3%	3%
B & W Radio & Computer	\$4,800	\$4,944	\$5,092	3%	3%
Handheld Radio	\$2,340	\$2,410	\$2,483	3%	3%
	\$65,384	\$67,346	\$69,366		
INDIRECT COSTS					
Indirect Costs ^{2,3}	\$227,941	\$234,779	\$241,823	3%	3%
TOTAL Annual Costs	\$1,137,264	\$1,170,618	\$1,204,965	\$3,512,847	

Notes:

- ¹ Black & White Patrol Cars are to be billed at actual costs
- ² Indirect Costs exclude Workers' Compensation costs, which are direct charged
- ³ From FY07 PFM Cost Allocation Plan