

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

AGREEMENT FOR LAW ENFORCEMENT SERVICES

36149

THIS AGREEMENT is made and entered into, in duplicate, as of October 6, 2021 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on September 14, 2021, by and between the CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH PUBLIC TRANSPORTATION COMPANY (hereinafter "LBT"), a California nonprofit corporation, whose business is located at 1963 E. Anaheim Street, Long Beach, California 90813.

WHEREAS, criminal incidences involving personal safety and property occurring in or about the Transit Gallery, bus shelters, stops, buses bus routes and other related LBT properties within the City Of Long Beach are a significant challenge in the community; and

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

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 criminal activity; and

WHEREAS, CITY is willing to assist LBT in responding to, investigation, and solving of criminal activity 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 on October 1, 2021 and shall terminate at midnight on September 30, 2022. Subject to City Manager approval, LBT shall have the option to renew the Agreement for three (3) additional one (1) year periods. The parties may amend this agreement as needed to update pricing or other

1 changes mutually agreed upon by the parties.

2 Section 2. Subject to the conditions as set forth in Section 5, CITY shall
3 provide a dedicated unit of six (6) sworn LBDP officers to patrol the LBT System, in the
4 City of Long Beach, during all hours of system operation. The parties shall jointly
5 develop shifts/hours that will provide the highest degree of safety and security for LBT'S
6 employees and customers. The scheduled utilization shall remain within the restrictions
7 of the budget as provided in Section 9, and incorporated herein by this reference.

8 Section 3. *Diff.*

9 A. Lieutenant. Subject to the conditions as set forth in Section 5, CITY shall
10 provide a dedicated sworn police Lieutenant (surface transportation) for LBT related
11 police duties to include, without limitation, the following: 1) serve as a subject matter
12 expert dedicated and accountable solely to the management of bus/rail security and law
13 enforcement operations within the City of Long Beach; 2) facilitate enhanced access for
14 LBT Security management to regional surface transportation security operations,
15 information and intelligence; 3) attend Quarterly LBT Transit Security Enforcement
16 Committee meetings and provide input on law enforcement service impacts and
17 overlapping crime concerns of regional surface transportation partner agencies; 4)
18 perform a liaison function to ensure effective information sharing between LBT, Metro,
19 and regional transportation law enforcement agencies; and 5) possess a security
20 clearance and have access to global and national intelligence related to bus and rail
21 threats.

22 B. Sergeant. Subject to the conditions as set forth in the Section 5, CITY
23 shall provide a dedicated sworn Sergeant for LBT-related police duties to include, but not
24 limited to, the following: 1) working with LBT Security Management on a continuous basis
25 to develop program goals and objectives and developing strategies with assigned officers
26 to implement same; 2) reviewing activity logs to identify challenges and developing
27 programs for field officers to meet specific target goals including, but not limited to,
28 undercover and proactive activities, youth and gang offenses, fare evasion, disputes,

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1 criminal acts, Code of Conduct violations of law, and accident investigation; 3) meeting
2 monthly with LBT's Security Administration to review prior activities and develop plans for
3 the next month; 4) organize and implement training programs for assigned officers and
4 other sworn officers who might be assigned on a temporary basis to LBT; 5) insure all
5 shifts as provided in Section 2, are adequately and sufficiently staffed; and 6) insure all
6 LBT officers communicate their availability at the beginning and end of their shift and
7 maintain radio communications throughout; 7) Provide LBT Security Management with
8 monthly and an annual reports summarizing the assigned officers' activities during the
9 indicated time periods.

10 Section 4. CITY shall, acting through the LBPD, provide police services
11 for LBT facilities, equipment, employees, patrons and guests in accordance with the
12 statutes of the State of California within the City of Long Beach. The LBT Transit Detail
13 Officers will respond to LBT calls for service in the City of Long Beach. The LBPD will
14 assist LBT and will liaison with local state, and federal law enforcement in other
15 jurisdictions.

16 LBT will contact local law enforcement agencies in other jurisdictions and
17 request that they respond to and investigate violations of LBT-related statutes in their
18 own jurisdictions. During these investigations, LBT Transit Enforcement Detail Officer(s)
19 will provide appropriate assistance. If LBT requests additional LBPD assistance in other
20 jurisdictions, LBT communications will notify LBT Security Manager, or, if unavailable, an
21 LBT Supervisor, who will confer with the LBPD Sergeant to determine the most
22 appropriate response.

23 Section 5. The parties shall determine the level of services to be
24 provided. At a minimum, CITY shall provide one (1) police officer per shift, with the
25 morning shift beginning at the start of revenue service and the afternoon shift through the
26 conclusion of LBT'S service day (approximately 0600 through 0100hrs). Vacancies as a
27 result of time off may or may not be filled at LBT's discretion. The LBPD Transit
28 Dedicated Unit will exclusively protect LBT as provided in Section 3 and 4 except where:

1 1) a criminal offense has been committed in an officer's presence; 2) there is a citizen or
2 officer in distress and/or 3) there is an emergency requiring deployment of all available
3 sworn officers. This is limited to declared emergencies by the Mayor, City Manager or
4 Chief of Police. All shifts as provided in Section 2 that are not utilized will be adjusted
5 within the restrictions of the budget as provided in Section 9.

6 The LBPD shall provide the following services to support and improve
7 TRANSIT operations:

- 8 ▪ Provide safety and security for LBT employees, customers and
9 assets.
- 10 ▪ Continually monitor the LBT and the LBPD radios and respond to
11 LBT calls for service within the City.
- 12 ▪ Provide patrol of LBT routes, bus stops, the Transit Gallery and other
13 LBT facilities and assets throughout LBT's service area, within the
14 City.
- 15 ▪ Focus enforcement efforts on the safety, security and improvement
16 of LBT operations.
- 17 ▪ Communicate with LBT Management and respond to LBT's law
18 enforcement needs.
- 19 ▪ Identify suspicious activity, contact suspicious persons, loiters and
20 trespasser and continually seek to identify and mitigate threats to
21 public safety and LBT operations.
- 22 ▪ Use constructive problem-solving, community policing concepts,
23 and other crime prevention models to address concerns.
- 24 ▪ Provide professional customer service and positively engage LBT
25 employees and customers.
- 26 ▪ Address quality-of-life and environmental concerns and intervene in
27 activities or conditions that are detrimental to LBT operations,
28 service, and security.

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- Conduct uniform and plainclothes operations at the direction of the LBT Detail Sergeant.
- Conduct criminal investigations and interviews, file traffic reports involving LBT vehicles and assets, collect and process evidence, complete required LBT and LBPD 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 training opportunities for LBT Supervisors and other personnel as requested.
- Participate in at least one multi-agency preparedness exercise per year.
- Report all LBT enforcement activities, via radio or telephone, to LBT communications supervisors for documentation in LBT's incident reporting system. Where applicable, include all LBPD-generated call and report numbers.

Key Deliverables:

- At the discretion of the sergeant, provide, at a minimum, consistent and measurable proactive policing activities as follows:

Officer:

- Walk and Talks (LBT Gallery and other locations as required)
 - One (1) per shift

Team:

- Bus Boardings:
 - Two (2) total per week (one per week, per shift)
- Bus ride-alongs
 - One (1) every two months

Officer Reporting: Provide a monthly report on the approved electronic form

1 tracking all relevant data, particularly Uniform Crime Report data and the key
2 performance indicators stipulated above.

3 Sergeant Reporting: Provide a cumulative Monthly Team report on the
4 approved electronic form, with relevant charts/graphs, that summarizes the team's
5 monthly activities. The Team Report shall include cumulative team data in the same
6 format as that reported by each officer, and which include monthly transit enforcement
7 highlights and accomplishments and recommendations (if any) for adapting/improving
8 existing procedures.

9 Provide a cumulative Annual Team Report on the approved electronic form
10 that summarizes the monthly report data, with relevant charts/graphs, and which includes
11 annual LBT enforcement highlights and accomplishments.

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

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

27 TRANSIT will purchase and maintain one unmarked supervisor police
28 vehicle. All police related lights, radio, electronics and police equipment shall be installed

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

11 Section 8. TRANSIT shall provide the LBPDP Transit Dedicated Unit with
12 portable radios for each team member consistent with LBT issues equipment.

13 Section 9. TRANSIT shall reimburse CITY on the basis of the hours
14 worked by LBPDP employees in connection with this agreement. Each hour worked by a
15 LBPDP officer in connection with this agreement shall be billed at a loaded officer hourly
16 rate to be mutually agreed upon by LBT and CITY in writing each year of this agreement.
17 Each hour worked by the sergeant in connection with this agreement shall be billed at a
18 loaded sergeant hourly rate to be mutually agreed upon by LBT and CITY in writing each
19 year of this agreement. Subject to the condition set forth in Section 13, CITY shall adjust
20 reimbursement to reflect changes in actual cost. CITY shall provide upon request,
21 records, reports, and invoices of services rendered provided in Section 2 and 5 for LBT
22 auditor(s) review. CITY shall be responsible for LBPDP's expenses and labor costs
23 associated with sick time, position vacancy, extended or short term leaves for any officer
24 assigned to the LBPDP Transit Dedicated Unit provided in Section 2, except where LBT
25 requests additional service above and beyond the LBPDP Transit Dedicated Unit to be
26 rendered by officers and/or sergeants in addition to those services provided in Section 2,
27 which shall be reimbursed at the overtime rate at the time of such overtime accrued.

28 Section 10. CITY shall submit invoices to LBT on a monthly basis. Such

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1 invoices shall be in a format mutually agreed upon by the parties. City shall not charge
2 Non-LBT related overtime to LBT. In accordance with Sections 2 and 3, CITY shall
3 provide designated LBT sworn and trained police Supervisory and Patrol services. In the
4 event that such agreed to coverage is not provided, CITY shall not bill LBT for the hours
5 that were not covered provided in Section 9. LBT shall pay said invoices within thirty(30)
6 days of receipt.

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

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

24 Section 13. Whenever the City Council by resolution shall increase the
25 salaries of the police officers, the Chief of Police shall make corresponding changes to
26 the hourly rates charged to LBT as provided by Section 9 and deliver the amended
27 budget to LBT. The amended budget as provided in Section 9 shall govern the
28 Agreement from the effective date of the salary increase. Any other adjustments in

1 budget items shall be presented to LBT by CITY and must be mutually agreed upon in
2 writing by the parties to be effective.

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

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

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

13 C. This agreement shall be governed by and construed in
14 accordance with the laws of the State of California. CITY and LBT agree that the
15 courts of the County of Los Angeles shall have exclusive jurisdiction over any
16 litigation between the parties arising from this Agreement.

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

19 Section 15. All reports, as well as drawings, plans, studies, memoranda,
20 and other documents assembled or prepared by or for, or furnished to LBT in connection
21 with this Agreement shall be the property of LBT, excepting restricted or law enforcement
22 sensitive records prepared by the LBPd. CITY shall permit the authorized
23 representatives of LBT to inspect and audit all data and records relating to performance
24 under this Agreement, unless otherwise provided by law. For purposes of this Section,
25 CITY shall comply with the California Public Records Act, Government Code § 6259 et
26 seq.

27 Section 16. LBT shall not transfer or assign its rights or delegate its duties
28 hereunder without prior written consent of CITY. Any attempted assignment or

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1 delegation shall be void and any purported assignee or delegate shall acquire no right or
2 interest by reason of such attempted assignment or delegation.

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

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

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

23 Section 20. LBT agrees to assist LBPD with periodic review of, and
24 recording from, its various close-circuit camera systems when requested via the
25 approved LBT procedure and on the approved LBT form. LBT reserves the right to
26 request cost reimbursement for processing.

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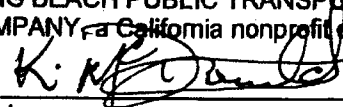
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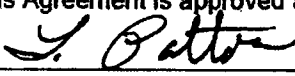
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with all the formalities required by law as of the date first above written.

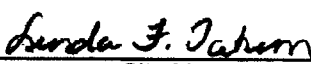
November 16th, 2021

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit corporation
By 
Kenneth McDonald
Type or Print Name / Title

November 18th, 2021


This Agreement is approved as to form.
By 
LISA PATTON
Type or Print Name / Title

October 8, 2021

"TRANSIT"
CITY OF LONG BEACH, a municipal corporation
By 
City Manager

"City" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on OCTOBER 6, 2021

CHARLES PARKIN, City Attorney
By 
Deputy City Attorney



Long Beach Police Department
Cost Exhibit for Police Services - Long Beach Transit
 Contract Period: 2022
 Contract Term: 10/01/2021 through 09/30/2022
 Contract Notes: Maintains 6 police officers, 1 police sergeant and 5% of a police lieutenant

Category 1: Personnel Costs						
Straight-Time Rates Inclusive of all Shift Pays						
Straight-Time	Number of Positions	Estimated Annual Straight-Time Hours per Employee	Total Estimated Annual Billable Hours	Fully Loaded Hourly Rate	Estimate of FY 22 Actuals	FY21 Cost Exhibit
Police Officer	6	2,088	12,528	\$ 117.22	\$ 1,365,305	\$ 1,300,228
Police Sergeant	1	2,088	2,088	\$ 137.47	\$ 281,710	\$ 271,607
Police Lieutenant	5%	2,088	100	\$ 164.11	\$ 15,383	\$ 14,828
Subtotal: Straight-Time Costs					\$ 1,662,397	\$ 1,586,663
Overtime w/ Medicare	Number of Positions	Estimated Annual OT Hours	Average Hourly OT Rate	Estimate of FY 22 Actuals	FY21 Cost Exhibit	
Police Officer	N/A	1640	\$ 103.56	\$ 169,839	\$ 148,732	
Police Sergeant	N/A	40	\$ 122.25	\$ 4,890	\$ 4,596	
Subtotal: Overtime Costs					\$ 174,729	\$ 153,328
<i>Note: Overtime calculated by taking 1.5 times the adjusted hourly rate for the employee + 1.6% Medicare rate</i>						
Total Personnel Costs					\$ 1,837,126	\$ 1,739,991
Category 2: Estimated Equipment Costs						
Description of Costs					Estimate of FY 22 Actuals	FY21 Cost Exhibit
Uniforms	Replacement and repair of uniforms and gear due to routine wear and tear			\$ 3,000	-	
Subtotal: General Equipment Costs					\$ 3,000	-
Inmate Booking Cost	Notes: Booking charges will be billed to LBT based on actual inmates that are booked by month. This reimburses the City for the cost of booking and housing inmates in the jail.			\$939.45 per booked inmate arrested by the Transit Enforcement Detail	\$939.45 per booked inmate arrested by the Transit Enforcement Detail	
	Number of Employees Supported	Annual Ongoing Cost per Employee		Estimate of FY 22 Actuals	FY21 Cost Exhibit	
Body Camera Software Support and RMS Integration Licenses	7	\$ 1,508.00		\$ 10,642	\$ 8,316	
Body Camera Archiving and Redaction Support	7	\$ 1,000.00		\$ 7,000	\$ 7,000	
Subtotal: BWC Costs					\$ 17,642	\$ 15,316
	Number of Vehicles Supported	Maintenance and Repairs Services	Fuel Costs	Capitalization Charges	Estimate of FY 22 Actuals	FY21 Cost Exhibit
Fleet Costs	4	\$ 24,566	\$ -	\$ 62,232	\$ 86,798	\$ 122,327
<i>Note: No fuel costs applied to any vehicles; no maintenance/capitalization costs included for the sergeant's vehicle. FY22 methodology uses general patrol vehicle estimates. Newer vehicles are anticipated to have lower maintenance costs. Primary driver in cost savings for FY22 is reduced maintenance estimate.</i>						
Subtotal: Fleet Costs					\$ 88,799	\$ 122,327
	Data Center	Email and Web Services	Telecom	Mobile (Based on FY21 Actuals)	Estimate of FY 22 Actuals	FY21 Cost Exhibit
Technology Support Costs	\$ 19,839	\$ 13,258	\$ 25,699	\$ 11,018	\$ 70,882	\$ 66,589
<i>Note: Costs represent estimates of FY 22 allocation. Charges are allocated by central Technology Department and passed through PD to service contractors based on percentage of total PD budget. Income driven by combined citywide infrastructure upgrades.</i>						
Subtotal: Technology Support Costs					\$ 70,882	\$ 66,589
Total Equipment Costs					\$ 101,521	\$ 81,913
Sub-total of Direct Costs (Personnel and Equipment)					\$ 2,015,347	\$ 1,834,221
Category 3: Indirect Cost Rate						
					FY22	FY21
Total Indirect Costs (will be billed monthly as 1/12 annual cost)					\$ 306,249	\$ 338,626
					FY22	FY21
Total Contract Amount for FY 2022					\$ 2,410,592	\$ 2,270,747