

AGREEMENT

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This Agreement ("Agreement") is entered into on December 21, 2011 between the CITY OF LONG BEACH, a municipal corporation (the "City"), and LONG BEACH COMMUNITY COLLEGE DISTRICT, a public corporation whose address is 4901 E. Carson Street, Long Beach, California 90808 (hereinafter "District"), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on December 20, 2011 and a minute order adopted by the Board of Trustees of the Long Beach Community College District at its meeting held on October 25, 2011.

Recitals:

WHEREAS, the City presently collects parking citation fines and forfeitures through the use of an automated parking system; and

WHEREAS, District has a parking enforcement program on its campuses and has requested the City to process District's parking citations, and City is willing to do so; and

WHEREAS, it is mutually beneficial for the parties to implement such a program;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. RESPONSIBILITIES OF THE PARTIES.

A. City Responsibilities. City shall process parking citations issued by District's authorized personnel ("District Citations") in the same manner and to the same extent as the City processes parking citations issued by City's authorized personnel. City may amend its procedures from time to time and shall notify District as to any substantive changes.

i. The parking fines and fees will be established by the City Council.

ii. The City will provide parking citation handheld devices,

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1 hardware and software to interface with the City's automated parking
2 system.

3 iii. The City will provide handwritten parking citation books
4 to the District.

5 B. District Responsibilities. Records of all District Citations shall
6 be delivered by District to City for processing by City on the business day next
7 following the issuance of such citation. District shall conform to City provisions
8 regarding the procedures for completing parking citations, as said provisions now
9 exist or are amended from time to time.

10 2. DISTRIBUTION OF REVENUES.

11 A. Definitions.

12 i. "City's Processing Fee" is the internal cost to the City of
13 processing each District Citation, which cost is determined by dividing the
14 City's budgeted cost for processing all of the District Citations during the
15 City's fiscal year by the anticipated number of District Citations to be
16 processed during that fiscal year.

17 ii. "City's Costs" is separate from the City's Processing
18 Fee and is defined as the total of the City's Processing Fee and all of the
19 following:

20 (a) Fees, charges and costs of the Court (currently
21 set at sixty eight dollars (\$68.00) for a citation related to the illegal
22 use of off-street disabled parking, and at twelve dollars and Fifty
23 Cents (\$12.50) per citation for other parking citations) as established
24 or modified by the Legislature from time to time;

25 (b) Fees, charges and costs of the Department of
26 Motor Vehicles;

27 (c) Any other fee, charge or cost the City is required
28 to pay to any government agency related to the processing of

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citations, whether such fee is currently required or is implemented in the future; and

(d) The cost of collection, if necessary.

B. The City's Processing Fee during the fiscal year 2009-2010 was Three Dollars and Forty Five Cents (\$3.45) per District Citation. This fee may be adjusted annually to reflect changes in the City's actual cost of processing. The City shall provide the District with written notice of any adjustment to the Processing Fee thirty (30) days prior to the effective date of the charge. The City's determination of its cost of processing each District Citation shall be final.

C. City shall receive ten percent (10%) of the Net Revenue derived from District Citations.

D. District shall receive ninety percent (90%) of the Net Revenue derived from District's Citations. City's obligation to pay District shall arise only after the City has actually received the payment of District Citations.

E. The City may renegotiate compensation identified in B and C above when the automated processing system and services are replaced or upgraded.

3. TERM AND TERMINATION.

A. The term of this Agreement shall be two (2) years. The parties may extend this Agreement for three (3) additional one (1) year terms.

B. Either party may terminate this Agreement at any time by giving at least ninety (90) day's notice, in writing, to the other party at the address for notice provided in this Agreement.

C. Upon termination or expiration of this Agreement, District shall return all handwritten parking citation books, parking handheld devices, hardware and software to the City within thirty (30) days of the City's request.

4. INDEMNIFICATION.

A. District will protect, defend, indemnify and hold City, its

1 officials, employees, and agents, harmless from and against any and all claims,
2 demands, causes of action, losses, damages, and liabilities, whether or not
3 reduced to judgment, which may be asserted against that party arising from or
4 attributable to or caused directly or indirectly by District, its employees, or agents
5 in the performance of work under this Agreement, or any alleged negligent or
6 intentional act, omission or misrepresentation by District, or its employees, or
7 agents, which act, omission or misrepresentation is connected in any way with
8 performance of work under this Agreement. If it is necessary for purposes of
9 resisting, adjusting, compromising, settling, or defending any claim, demand,
10 cause of action, loss, damage, or liability, or of enforcing this provision, for City to
11 incur or to pay any expense or cost, including attorney's fees or court costs,
12 District agrees to and will reimburse City within a reasonable time. District will give
13 City notice of any claim, demand, cause of action, loss, damage or liability within
14 ten (10) calendar days.

15 B. Similarly, City will protect, defend, indemnify and hold District,
16 its officials, employees, and agents, harmless from and against any and all claims,
17 demands, causes of action, losses, damages, and liabilities, whether or not
18 reduced to judgment, which may be asserted against that party arising from or
19 attributable to or caused directly or indirectly by City, its employees, or agents in
20 the performance of work under this Agreement, or any alleged negligent or
21 intentional act, omission or misrepresentation by City, or its employees or agents,
22 which act, omission or misrepresentation is connected in any way with
23 performance of work under this Agreement. If it is necessary for purposes of
24 resisting, adjusting, compromising, settling, or defending any claim, demand,
25 cause of action, loss, damage, or liability, or of enforcing this provision, for District
26 to incur or to pay any expense or cost, including attorney's fees or court costs, City
27 agrees to and will reimburse District within a reasonable time. City will give District
28 notice of any claim, demand, cause of action, loss, damage or liability within ten

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1 (10) calendar days.

2 5. NOTICES. Any notice or approval required by this Agreement shall
3 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
4 postage prepaid, addressed to District at the address first stated above, and to City at
5 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of
6 change of address shall be given in the same manner as stated for other notices. Notice
7 shall be deemed given on the date deposited in the mail or on the date personal delivery
8 is made, whichever occurs first.

9 6. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
10 constitutes the entire understanding between the parties and supersedes all other
11 agreements, oral or written, with respect to the subject matter herein.

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

14 LONG BEACH COMMUNITY COLLEGE
15 DISTRICT, a public corporation

16 Dec. 27, 2011 By: [Signature]
17 Name: Ann-Marie Gabel
18 Title: VP Admin. Services

19 "District"

20 CITY OF LONG BEACH, a municipal
21 corporation

22 By [Signature] Assistant City Manager
23 City Manager

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

27 This Agreement is approved as to form on Dec. 22, 2011.

28 ROBERT E. SHANNON, City Attorney
By [Signature]
Deputy