



LBUSD No.: 2857.04
Board Approval: AUG 18 2009
Purchase Order: C 654202

**AFTER SCHOOL EDUCATION AND SAFETY (ASES)
AGREEMENT FOR SERVICES**

31295

THIS CONTRACT is made this 14th day of May, 2009, between **CITY OF LONG BEACH**, hereinafter called the Contractor, and **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter called the District.

PURPOSE

Program funds shall be used by the Contractor to operate an after-school enrichment program at Edison Elementary School. The program will include academic components to promote achievement, and a range of services and programs to support the mental, physical, social and emotional development of participating students.

SCOPE OF WORK

Contractor agrees to manage the After School Education and Safety (ASES) after school enrichment program in accordance with policies and procedures issued by the District.

TOTAL CONTRACT AMOUNT AND PAYMENT RATE

The District agrees to pay the Contractor a total amount not to exceed ONE HUNDRED SIXTY ONE THOUSAND SIX HUNDRED TWENTY SIX DOLLARS AND NO/100 (\$161,626.00) for services performed. The maximum core amount is \$149,654.00 and supplemental amount is \$11,972.00. The rate per student per day, SIX DOLLARS and 37.5/100 (\$6.375), shall be the maximum billable amount allowed, as set forth by the requirements of the funding grant.

Contractor will receive fifteen percent (15%) of the total amount of the contract for start up expenses on the initial invoice. The District reserves the right to reduce ten percent (10%) of the total contract amount if such expenses are not billed by February 15, 2010.

Contractor must submit monthly attendance reports, coordinator logs, invoices, and monthly program expenditures. An up-to-date expense report must be submitted by February 15, 2010 with sixty percent (60%) of the total contract amount expended. Within one month after the start of the after school program enrollment needs to be at 75% with a goal of 100% by November 1, 2009.

Final expenditures should be submitted to the District within 20 days after June 30, 2010 or after the termination date, with no carryover amounts allowed. Any monies received by Contractor that has not been spent by June 30, 2010 must be returned to District immediately after the final expenditures report, no later than August 15, 2010.

TERM

The effective time period of this contract is July 1, 2009 through June 30, 2010.

RESPONSIBILITY

The work will be performed by the Contractor under the direction of the Director of Special Projects, for the District.

TERMINATION

This contract may be terminated by either party at any time upon fourteen (14) calendar days prior written notice.

BUDGET CONTINGENCY

It is mutually agreed that if sufficient funds are not appropriated for the program in the current year budget and/or subsequent years covered under this contract, then this contract shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this contract, and the Contractor shall not be obligated to perform any provisions of this Contract.

AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the contract. Within ninety (90) days of termination of services at any site, Contractor agrees to turn over all relevant records from program operations to the District, including, but not limited to, attendance records, accounting documents, cancelled checks, and expense receipts.

The Contractor shall make said evidence available to the District at all reasonable times and without charge to the District. Said material shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its suppliers shall keep and preserve all such records for a period of no less than five (5) years, and in no event for a period shorter than required by the funding grant, from and after final payment or contract termination. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this contract until such evidence/documents are provided to the District.

ASSIGNMENT OR TRANSFER

Neither this contract, nor any portion hereof, or interest herein shall be assigned or transferred by either party.

INSURANCE

As a material condition of this Contract, the Contractor shall maintain at its sole expense for the duration of this Contract and if applicable throughout the close-out period of all program activities, a program of insurance or self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with its performance or non-performance pertaining to this Contract. The Contractor shall name the District as additional insured and shall reference this Contract.

The Contractor shall furnish the District with satisfactory written evidence of insurance for the services provided herein, and the additional insured endorsement prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice. Each insurance policy shall be provided by an insurance organization acceptable to the District with a rating of at least A or better and authorized by the California Insurance Commissioner to transact insurance business in the State of California.

Minimum Scope and Limits of Insurance and/or Self-Insurance:

General Liability Coverage for injury, damage, or loss, including, but not limited to, premises and operations, contractual liability, independent contractors, personal injury, and professional liability for errors and omissions, with limits of not less than the following:

General Aggregate: two million dollars (\$2,000,000.00)
Products/Completed Operations Aggregate: one million dollars (\$1,000,000.00)
Personal and Advertising Injury: one million dollars (\$1,000,000.00)
Each Occurrence: one million dollars (\$1,000,000.00)

If coverage is written on claims made form, such coverage shall be endorsed to provide an extended period of not less than one year following the termination of this Contract.

Comprehensive Auto Liability insurance which shall be endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

Workers' Compensation insurance with limits as required by the Labor Code of the State of California and **Employers' Liability coverage** with limits of not less than the following:

Each accident: one million dollars (\$1,000,000.00)
 Disease – policy limit: one million dollars (\$1,000,000.00)
 Disease – each employee: one million dollars (\$1,000,000.00)

The Contractor agrees to provide Workers' Compensation Insurance covering services to be provided by Contractor under this contract, or to self-insure such services.

INDEMNIFICATION

Contractor agrees to hold harmless and indemnify the District, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder, and Contractor agrees to defend any and all actions, suits or other legal proceedings, at Contractor's own expense, cost and risk, that may be brought or instituted against the District, its officers, agents and employees, on any such claim or demand, and pay or satisfy any final judgment or award against the District, its officers, agents or employees in any such action, suit or legal proceeding.

District agrees to hold harmless and indemnify the Contractor, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of willful misconduct or negligence by District hereunder.

EQUIPMENT

Contractor acknowledges that all equipment necessary for the program will be purchased by the District from After School Education and Safety (ASES) grant proceeds. District shall maintain title to all equipment purchased for the program.

REPORTING REQUIREMENTS

The Contractor shall submit to District all financial documents including a written budget of estimated expenses for each program site prior to the beginning of the District's fiscal year and statistical and narrative reports required by District, as further outlined in the policies and procedures issued by the District. At a minimum, Contractor agrees

to submit the following reports: program budget for the term of this agreement, to be submitted before the commencement of services; year end accounting reconciliation, to be submitted within thirty (30) days after the end of each contract; State and Federal evaluation templates; and attendance track records every seventh day of the following month. All such reports shall be submitted on a timely basis. Long Beach Unified School District reserves the right to place additional reporting requirements on the Contractor as appropriate.

NO THIRD PARTY OBLIGATIONS

The execution and delivery of this contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

CHANGES TO THE CONTRACT

This contract represents the entire contract between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or modified only by an amendment in writing signed by both parties.

DISPUTES

All legal claims must be mediated in the County of Los Angeles within the State of California.

In the event of a dispute or claim arising out of or relating to the contract, both parties agree to engage in mediation prior to seeking any legal relief.

If either party brings an action or proceeding in order to enforce the provisions of this contract, each party shall bear the cost of its own attorney's fees.

GOVERNING LAW

This contract shall be governed by the laws of the State of California both as to interpretation and performance.

COMPLIANCE:

The Contractor shall conduct the program in compliance with all current and applicable laws and regulations. The Contractor shall also execute activities and expend resources in conformity with the guidelines in the Grant.

INTERPRETATION

Should interpretation of this contract, or any portion thereof, be necessary, it is deemed that this contract was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the contract or caused it to be prepared. The captions and headings of the various sections of the contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

INDEPENDENT CONTRACTOR:

This contract is by and between Long Beach Unified School District and Contractor and is not intended, and shall not be construed by the aforementioned parties or any third parties, to create the relationship of principal or agent, officer, employee, partnership, joint venture or any other business or legal association Long Beach Unified School District and Contractor. Contractor understands and agrees that all persons furnishing services on behalf of Contractor pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of Long Beach Unified School District. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf on Contractor pursuant to this contract.

FINGERPRINT REQUIREMENTS:

During the entire term of this Contract, the Contractor shall fully comply with the provisions of Education Code 45125.1 (Fingerprint Requirements).

NOTICES

All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given by one or more of the following: (a) personal service, (b) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Long Beach Unified School District
2201 E. Market Street
Long Beach, CA 90805
Attn: Contracts Office
Telephone: 562-663-3016
Facsimile: 562-634-5013

CONSULTANT:
City of Long Beach
Contract Management Division
2760 N. Studebaker Rd.
Long Beach, CA 90815
Attn: Elvira Hallinan
Telephone: 562-570-3100
Facsimile: 562-570-3109

EDUCATION CODE:

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective agencies.

CITY OF LONG BEACH EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.
By *[Signature]* Assistant City Manager
Print Name PATRICK H. WEST
Title CITY MANAGER
Date 7.9.09
Phone (562) 570-6711
FAX (562) 570-6583
Tax ID# [Redacted]
E-Mail N/A

LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By *[Signature]*
Barrick L. Bartlett
Purchasing and Contracts Director
Date 8/19/09

APPROVED AS TO FORM
June 25, 2009
ROBERT E. SHANNON, City Attorney
By *[Signature]*
GARY J. ANDERSON
DEPUTY CITY ATTORNEY