



36640

REIMBURSEMENT AGREEMENT

This Agreement is made and entered into this 8th day of May 2023, between the **Long Beach Unified School District of Los Angeles County**, hereinafter referred to as "District," and **City of Long Beach Department of Parks, Recreation & Marine**, hereinafter referred to as "Contractor" and jointly referred to herein as the "Parties."

The parties agree as follows:

1. Services to be Provided. The District agrees to reimburse the Contractor as follows: To provide summer swimming programs at selected parks and school sites throughout the District, in accordance with Exhibit A, as requested by the District. Services for this Agreement will be performed under the direction of the Assistant Superintendent – High Schools, during the course of the work.
2. Exhibit. Consultant's proposal is attached hereto and incorporated herein by this reference as Exhibit A. Exhibit A is limited as it applies to this Agreement to its clarification of Paragraphs 1 and 4 only. Other terms in Exhibit A that do not clarify Paragraphs 1 and 4 are void. Where other terms in Exhibit A conflict with this Agreement, the Agreement shall prevail.
3. Term. This Agreement shall be effective for the period of June 20, 2023 through August 25, 2023.
4. Compensation. District agrees to reimburse Contractor a total not to exceed SEVENTY THOUSAND Dollars and NO/100 (\$70,000.00), for the above services.
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Termination. District may, at any time, with or without reason, terminate this Agreement. Contractor agrees to compensate District for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
7. Hold Harmless. Contractor shall defend, indemnify, and hold harmless the District and its governing board, officers, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, including the District, arising from or connected in any way directly or indirectly or as a consequence of the acts and

omissions of Contractor, its agents, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, including, but not limited to, its failure to comply with its obligations under this Agreement and under the law.

8. Insurance. By signing this agreement, both parties certify that they have current insurance policies and maintain the following types of and amounts of coverage: Worker's Compensation, Employer's Liability and Comprehensive General Liability – minimum of \$1,000,000 per occurrence; \$2,000,000 aggregate.

9. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

10. Compliance With Applicable Laws. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11. Entire Agreement/Amendment. This Agreement constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

12. Nondiscrimination. Contractor agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familiar status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.

13. Images. If applicable, the Consultant is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the District, or any image that represents the District without express prior written consent from the District and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured.

14. Non-waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

15. Notice. 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, with postage prepaid. 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: 562-663-3004

CONTRACTOR:
City of Long Beach, Department of
Parks, Recreation & Marine
2760 Studebaker Road
Long Beach, CA 90815
Attn: Caitlynn Cruz
Telephone: 562-570-1809
Email: caitlynn.cruz@longbeach.gov

13. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

14. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles County, California.

15. **Education Code 45125.** During the entire term of this Contract, the Contractor and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with Long Beach Unified School District pupils in the performance of the work of this Agreement.

16. 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.

17.

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

City of Long Beach Department of Parks,
Recreation & Marine

Signature: Linda F. Tatum

Print Name: LINDA F. TATUM

Title: ASST. CITY MANAGER

Date: 8-1-2023

E-mail: _____

Long Beach Unified School District of Los
Angeles County

Signature: John Tamura

Print Name: John Tamura

Title: Purchasing & Contracts Director

Date: 5/08/2023

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Approved as to form:
Date: 07/07/2023

By: Dawn McIntosh
For: Dawn McIntosh, City Attorney

Exhibit A

Belmont Pool Summer 2023

4320 East Olympic Plaza • (562) 570-1806

GENERAL INFORMATION

Belmont Plaza Pool is a year-round, outdoor facility. Water temperature is maintained between 80 – 82 degrees. Children under 48" tall must be accompanied by an adult in the water at all times. Swimsuits are required. Infants must wear "swim diapers." Pool fee is per entry. We do not offer refunds of admission fees. Schedules and fees may be subject to change. **POOL CLOSED MONDAY, JUNE 19, TUESDAY, JULY 4 (INDEPENDENCE DAY).**

OPEN SWIM FEES

Youth (ages 17yrs&under), \$1 – FREE JUNE 20 – AUGUST 25 compliments of LBUSD.

Seniors (ages 50yrs&over), \$3

Adults (ages 18-49yrs), \$4

SWIM PASSES: Swim passes are available online or at the pool. Each swim pass purchase is valid for 1-year from purchase date. Membership pass fees: Youth-\$20, Seniors-\$58, Adults-\$87. Membership Pass valid for 25 visits. Fees may be subject to change.

LAP SWIM

Mon-Fri	5:30AM-9:30AM	Short Course
Mon-Fri	12:00PM-1:00PM	Short Course
Tue/Thurs	7:00 PM-9:00PM	Short Course
Sat	8:00AM-12:00PM	Short Course
Sun	8:00AM-12:00PM	Short Course

ALL AGES RECREATION SWIM

Mon-Sun 1:00PM-3:00 PM

Mon/Wed/Fri 7:00PM-9:00PM

Swim meets and special events may cause changes to the regular pool schedule. Call the pool at 570-1806 for more information or check the website at:

http://www.longbeach.gov/park/recreation/aquatics/pools/belmont_plaza_pool.asp

WATER EXERCISE CLASSES

Adults of all ages benefit from these fun, fast paced, low impact classes designed to shape you up with little or no stress on your knees or back. For more information regarding the Water Exercise program, call (562) 570-1807. Seniors 50+ are free with a Senior Fitness Pass. Walk-in fee is \$6 per class for adults or \$42 for a fitness pass valid for 10 classes.

Shallow Water Exercise:	Mon/Wed/Fri/Sun	11:00AM-11:50AM
	Tue/Thursday	7:10PM-8:00PM
Deep Water Exercise:	Mon/Wed/Fri/Sun	10:00AM-10:50AM

SWIM LESSONS:

Class options: Saturday mornings and Monday-Thursday mornings. Youth classes are 25 minutes in length; Adults 50 minutes. Registration for classes will be available on-line (lbparks.org) or at Belmont Plaza Pool during regular scheduled hours. Cash, money orders, debit/credit card, and personal checks with a preprinted address are accepted. Please make checks payable to the City of Long Beach. Online registration is also available for all swimming lessons offered at Belmont Plaza Pool. Visit <http://lbparks.org> to register online. If you are unsure of the level for which to sign-up, call or stop by the pool to arrange for a swim test. Classes may be cancelled or combined in the event of low enrollment. Please register early to reserve your place in class and no later than one week prior to the beginning of the session.

Jordan High School Pool Summer 2023

GENERAL INFORMATION

Jordan High School Pool is a summer only, indoor facility. Water temperature is maintained between 82-84 degrees. Children must be at least 42 inches tall or accompanied by an adult in the water at all times. Swimsuits are required. Infants must wear "swim diapers". Pool fee is per entry. We do not offer refunds of admission fees. Schedule and fees may be subject to change. Schedule is effective from June 21st – August 27th.

POOL CLOSED MONDAY JUNE 19 AND TUESDAY, JULY 4 (INDEPENDENCE DAY OBSERVANCE)

OPEN SWIM FEES

Youth (ages 17yrs&under), \$1.00 - FREE JUNE 20 – AUGUST 26 compliments of LBUSD.

Seniors (ages 50yrs&up), \$2.00

Adults (ages 18-49yrs), \$3.00

LAP SWIM

M-F 10:00AM-1:00PM

ALL AGES RECREATION SWIM

M-F 1:00PM-3:00PM

WATER EXERCISE CLASSES

Ages 16 & up. Looking for a new style of exercise? This is the class for you! It will help you shape-up and keep fit. This class is offered on an on-going basis. Don't miss the fun! Fee is \$3.00/class meeting. Senior Citizens 50+ free with a Senior Fitness Pass.

Water Exercise T/TH 11:00AM-11:50AM

SWIMMING LESSONS

Classes are conducted during two-week sessions for 25 minutes Monday – Thursday.

Swim lessons fees are \$32. Cash, money orders, debit/credit card, and personal checks with a preprinted address are accepted. Please make checks payable to the City of Long Beach. Refunds for classes will only be granted prior to the first class meeting, with a \$10 service charge assessed.

If you are unsure of the level for which to sign-up, call or stop by the pool to arrange for a swim test. Classes may be cancelled or combined in the event of low enrollment. Please register early to reserve your place in class and no later than one week prior to the beginning of the session.

Lessons Dates:

6/21-7/2 Monday-Thursday

7/5-7/15 Monday-Thursday

7/19-7/29 Monday-Thursday

8/2-8/12 Monday-Thursday

King Pool Summer 2023

GENERAL INFORMATION

King Park Pool is a year-round, indoor facility. Water temperature is maintained between 82-85 degrees. Children must be at least 42 inches tall or accompanied by an adult in the water at all times. Swimsuits are required. Infants must wear "swim diapers". Pool fee is per entry. We do not offer refunds of admission fees. Schedule and fees may be subject to change. **POOL CLOSED MONDAY, JUNE 19, TUESDAY, JULY 4 (INDEPENDENCE DAY).**

OPEN SWIM FEES

Youth (ages 17yrs & under), \$1.00 - FREE JUNE 20 – AUGUST 25 compliments of LBUSD.

Seniors (ages 50yrs & up), \$2.00

Adults (ages 18-49yrs), \$3.00

SWIM PASSES: Swim passes are available online or at the pool. Each swim pass purchase is valid for 1-year from purchase date. Membership pass fees: Seniors-\$40, Adults-\$65. Membership pass valid for 25 visits. Fees may be subject to change.

LAP SWIM

Tu/Th/F	6:00AM-8:00AM
M-Sun	12:00PM-1:00PM

ALL AGES RECREATION SWIM

M-F	1:00PM-3:00PM
Sat/Sun	1:00PM-3:30PM
T/Th	6:30PM-8:00PM

WATER EXERCISE CLASSES

Ages 16 & up. Looking for a new style of exercise? This is the class for you! It will help you shape-up and keep fit. This class is offered on an on-going basis. Don't miss the fun! Fee is \$3.00/class meeting. Senior Citizens 50+ free with a Senior Fitness Pass.

Deep Water	TU/TH/F	6:30AM-7:20AM
Shallow Water	TU/TH/F	8:00AM-8:50AM
Shallow Water	M/W	6:00PM-6:50PM

Silverado Park Pool Summer 2023

GENERAL INFORMATION

Silverado Park Pool is a year-round, indoor facility. Water temperature is maintained between 81 -84 degrees. Children must be at least 42 inches tall or accompanied by an adult in the water at all times. Swimsuits are required. Infants must wear "swim diapers". Pool fee is per entry. We do not offer refunds of admission fees. Schedule and fees may be subject to change. **POOL CLOSED MONDAY JUNE 19 AND TUESDAY, JULY 4 (INDEPENDENCE DAY).**

OPEN SWIM FEES

Youth (ages 17yrs & under), \$1.00 - FREE JUNE 20 – AUGUST 25 compliments of LBUSD.

Seniors (ages 50yrs & up), \$2.00

Adults (ages 18-49yrs), \$3.00

SWIM PASSES: Swim passes are available online or at the pool. Each swim pas purchase is valid for 1-year from purchase date. Membership pass fees: Seniors-\$40, Adults-\$65. Membership pass valid for 25 visits. Fees may be subject to change.

LAP SWIM

M/W/F 6:30AM-9:00AM

M-Sun 12:00PM-1:00PM

M-Th (2 LANES ONLY) 6:00PM-7:00PM

ALL AGES RECREATION SWIM

M-Sun 1:00PM-3:30PM

W 7:00PM-8:30PM

WATER EXERCISE CLASSES

Ages 16 & up. Looking for a new style of exercise? This is the class for you! It will help you shape-up and keep fit. This class is offered on an on-going basis. Don't miss the fun! Fee is \$3.00/class meeting. Senior Citizens 50+ free with a Senior Fitness Pass.

Deep Water M/W/F/Sun 10:00AM-10:50AM

Shallow Water M/W/F/Sun 11:00AM-11:50AM

SWIMMING LESSONS

Class options: Monday/Wednesday, Tuesday/Thursday, Monday – Thursday or Saturday. Youth classes are 25 minutes in length; Adults 50 minutes. Registration for classes will be available online or at Silverado Park Pool during regular scheduled hours.

Cash, money orders, debit/credit card, and personal checks with a preprinted address are accepted. Please make checks payable to the City of Long Beach. Online registration is also available for all swimming lessons offered at Silverado Park Pool. Visit www.lbparcs.org to register online. Refunds for classes will only be granted prior to the first class meeting, with a \$10 service charge assessed.

If you are unsure of the level for which to sign-up, call or stop by the pool to arrange for a swim test. Classes may be cancelled or combined in the event of low enrollment. Please register early to reserve your place in class and no later than one week prior to the beginning of the session.