LBUSD No.: 2877.04
Board Approval: AUG 18 2009
Purchase Order: C 654208

AFTER SCHOOL EDUCATION AND SAFETY (ASES)
AGREEMENT FOR SERVICES

31291

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 Hudson K-8 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 SEVENTY EIGHT THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS AND NO/100 ($178,968.00) for services performed. The maximum core amount is $148,368.00 and supplemental amount is $30,600.00. 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.

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 note 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 _____ Assistant City Manager

Print Name PATRICK H. WEST

Title CITY MANAGER

Date 7-6-09

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 _____

Barrick L. Bartlett

Purchasing and Contracts Director

Date 8/19/09

APPROVED AS TO FORM

June 25, 2009

ROBERT E. SHANNON, City Attorney

By _____

GARY J. ANDERSON
DEPUTY CITY ATTORNEY