



35657

Agreement No. 1920-0370-00

CONSULTANT AGREEMENT

This Agreement is made and entered into this 11/21/2019, between the Long Beach Unified School District of Los Angeles County, hereinafter referred to as "District," and City of Long Beach, Long Beach Fire Department, Marine Division hereinafter referred to as "Consultant," and jointly referred to herein as the "Parties."

The Parties agree as follows:

1. **Services.** To provide the Long Beach Fire Department Junior Lifeguard summer program at JG locations for 50 selected students district-wide, in accordance with Exhibit A, as requested by the District. The Consultant is to report to the Superintendent, for the District, 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.** Consultant shall commence providing services under this Agreement on 6/22/2020, and will diligently perform as required. Under no circumstance shall the term of this contract extend beyond 7/31/2020 without a written amendment to this Agreement executed by the Parties in writing.
4. **Fee.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$26,750.00.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District which are not specified in the Agreement.
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant 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. Consultant 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. Consultant 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 Consultant employees.
7. **Materials.** Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, unless otherwise agreed by the Parties. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.
8. **Originality of Services.** Consultant agrees that, if applicable, all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
9. **Intellectual Property.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, title and interest in said matter.
10. **Termination.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day



of mailing, whichever is sooner.

11. **Indemnification.**

Consultant 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 Consultant, its agents, or any person, firm or corporation employed by the Consultant, 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.

12. **Insurance.**

Consultant agrees to carry commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate, automobile liability insurance with limits of One Million Dollars (\$1,000,000) combined single limit, and professional errors and omissions with limits of One Million Dollars (\$1,000,000) per claim/One Million Dollars (\$1,000,000) aggregate, in forms mutually acceptable to the Parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. In addition, Consultant agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Upon request, Consultant shall provide District with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and its officers, agents and employees as additional insured under the commercial general liability insurance policy and the automobile liability insurance policy.

13. **Assignment.**

The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

14. **Choice of Law.**

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, California and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

15. **Permits/Licenses.**

Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

16. **Integration/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 the Parties to the Agreement.

17. **Nondiscrimination.**

Consultant 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.

18. **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.

19. **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.



20. 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. As of 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: 562-663-3005

Consultant:

City of Long Beach, Long Beach Fire Department, Marine Division
3205 Lakewood Blvd.
Long Beach, CA 90808
Attn: Gonzalo Medina
Telephone: 562-570-1286
Email: gonzalo.medina@longbeach.gov

21. 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.

22. Governing Law/Venue.

The terms and conditions of this Agreement shall be governed by the laws of the State of California, excluding California's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of California, excluding its choice-of-law principles, with venue in Los Angeles County, California.

23. Education Code Section 45125.

During the entire term of this Contract, the Consultant and its contractors and agents, shall fully comply with the provision of Education Code Section 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.

24. Per Education Code Section 17604, this Agreement is not valid nor 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 entities.

City of Long Beach, Long Beach Fire Department,
Marine Division

Long Beach Unified School District of Los Angeles
County

Signature: Linda F. Tatum

Signature: Ron Hoppe

Print Name: LINDA F. TATUM

Ron Hoppe

Title: ASST. CITY MANAGER

Purchasing & Contracts Director

Date: September 8, 2020

Date: 9/24/2020

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

SEPT. 3, 2020

CHARLES PARKIN, City Attorney

By ARTURO D. SANCHEZ
Board Approval Date: 12/18/2019, Req. No.: 20504741
(LBUSD Consultant Agreement Rev. 4-24-19)

ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

EXHIBIT A

JG Prep Class

The JG Prep Class is an opportunity for prospective new JGs to improve their swimming stroke and speed. The class is taught by LBJG Instructors. The goal is to swim 100 yards in under two minutes (or 100 meters in under 2:13.2). This is the time standard for entrance into the JG summer program. Swimming is an important part of lifeguarding and as such, swimming is also an important part of our junior lifeguard program. We want all our junior guards to feel comfortable and strong in the water. The safety of our JGs is our top priority. The prep class is an opportunity to cast a wider net for our JG program and bring more kids into the program who wouldn't otherwise be able to participate.

The JG Prep Class will be offered at Cabrillo and Jordan High School pools and available to LBUSD students ages 9-17 as of July 1st, 2019 only. Max registration numbers will be 25 students for each facility. Classes will be held Tuesday, Thursday and Friday from 4:30-5:30pm, and will run from February 18 – May 29.

JG Summer Program

The Junior Lifeguard Program offers students ages nine to seventeen instruction in lifeguard rescue techniques, first aid, ocean sports, physical conditioning and marine ecology. Participants also have the opportunity to become CPR certified. This program gives students the experience they need for future careers as lifeguards or in various public service professions. Field trips and competitions highlight the six-week course. All aspects of beach activity will be explored from beach running to skin diving. The program is presented in a manner that will enable each student to participate to the best of his or her abilities while learning new skills. We end each summer with the annual Ironguard event—a four mile run and two mile swim that shows students the progress they have made throughout the summer.

The JG summer program will take place Monday – Friday, June 22 – July 31 from 1:00-4:00pm. Bus transportation will be available to students. The bus will pick up at both Jordan and Cabrillo High School and drop students off at the JG location (55th Place and Ocean Blvd. or another location specific for field trips). The bus will also return students back to the high schools at the end of each day.

Best,

Kylee Yocky
Clerk Typist

Long Beach Fire Department | Marine Safety
3205 Lakewood Blvd. | Long Beach, CA 90808
Office: 562-570-1286



**CITY OF
LONGBEACH**



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EXHIBIT A

2020 Junior Lifeguard Prep Class - Staffing Costs (Contract #1)

Total Hours and Cost are projected for the full duration of the Prep Class

15 weeks / 45 1-Hour Class Sessions + 1 hour of prep time (30 mins front end/30 mins back end)

Classes are Tues, Thurs & Friday from 4:30pm-5:30pm

Prep Class Hours / Cost

	Jordan	Cabrillo	Totals	Staff Loaded Hourly Rate	Staff Salary
Enrollment	25	25	50		
Instructors	5	5	10		
# of Program Hrs/NCLG					
Instructor	90	90	180		
Total NCLG Hrs	450	450	900	\$ 30.00	\$ 27,000.00
MISO Hrs	45		45	\$ 86.00	\$ 3,870.00
Total Staffing Cost:					\$ 30,870.00

2020 Junior Lifeguard Summer Program Costs (Contract #2)

Number of Participants	Program Fee/Participant	Total Costs
50	\$ 510.00	\$ 25,500.00

Additional Clothing Items

Item	Cost	# of Items	Total
Sweatshirt	\$ 25.00	50	\$ 1,250.00

Grand total: \$ 26,750.00