



Agreement No. 5113.02
Board Approval: SEP - 2 - 2014
Purchase Order: C 664205

**AGREEMENT
FOR
EXTENDED SCHOOL YEAR PROGRAM
33514**

This AGREEMENT is made and entered into this 16th day of April 2014, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and **CITY OF LONG BEACH**, hereinafter referred to as "PROVIDER."

The parties agree as follows:

1. Services to be Furnished by PROVIDER: **To provide the Belmont Beach Camp, Bayshore Beach Camp, Bay Club Teen Camp and Counselor in Training programs for students with exceptional needs per the Extended School Year (ESY) Optional Program**, as requested by the DISTRICT. DISTRICT will provide a list of all eligible students to the PROVIDER. Only eligible students shall be covered by this AGREEMENT. The PROVIDER is to report the dates and number of contractual hours of service provided to the students during the ESY Optional Program to the Assistant Superintendent, Office of School Support Services or designee for the DISTRICT. This report of information shall be delivered no later than September 30, 2014. The Assistant Superintendent, Office of School Support Services or designee will be the administrator for this agreement.
2. Exhibit/Fee. PROVIDER's proposal is attached hereto and incorporated herein by this reference as Exhibit A. The purpose of Exhibit A as used in this agreement is to further define Paragraphs 1 and 3 only, Services to be Furnished, and Term. The DISTRICT agrees to pay PROVIDER in accordance with the rates listed on Exhibit A.
3. Term. PROVIDER shall commence providing services under this AGREEMENT on June 16, 2014, and will diligently perform as required. Under no circumstance shall the term of this contract extend beyond August 29, 2014 without a written amendment to this AGREEMENT executed by both parties in writing.
4. Independent Contractor. PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent contractor. PROVIDER 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. PROVIDER 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. PROVIDER 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 PROVIDER's employees.
5. Materials. PROVIDER 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 both parties. PROVIDER's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.
6. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate PROVIDER only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by PROVIDER. Notice shall be deemed given when received by the PROVIDER or no later than three days after the day of mailing, whichever is sooner.

7. Hold Harmless. As both the Long Beach Unified School District and PROVIDER, are public entities under Government Code Section 895.2. Pursuant to Government Code Section 895.2, each party shall assume liability for bodily injury or death and property damage caused by its negligence or willful misconduct arising from or connected with its performance under this agreement to the extent that such liability would be imposed in the absence of Government Code Section 895.2. To that end, each party shall indemnify and hold the other harmless from and against any damage, demand, cause of action, claim loss, cost, expense or liability that may be imposed on such other party by virtue of Government Code Section 895.2 arising from or connected with its performance under this agreement. Each party waives subrogation. The provisions of Civil Code Section 2778 are made a part hereof as if fully set forth.
8. Insurance. Pursuant to Section 7, PROVIDER 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 both parties to protect PROVIDER and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, PROVIDER 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, PROVIDER shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. PROVIDER agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.
9. Assignment. The obligations of the PROVIDER pursuant to this AGREEMENT shall not be assigned by the PROVIDER.
10. Compliance With Applicable Laws. 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. PROVIDER 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 PROVIDER, PROVIDER's business, and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.
11. Permits/Licenses. PROVIDER and all PROVIDER'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.
12. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute 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.
13. Nondiscrimination. PROVIDER 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.
14. Images. If applicable, the PROVIDER 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.

15. Non Waiver. The failure of DISTRICT or PROVIDER 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.

16. 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: 562-663-3031
Facsimile: 562-634-5013

PROVIDER:
City of Long Beach
Parks, Recreation & Marine Administration
2760 Studebaker Road
Long Beach, CA 90815
Attn.: Joy Warren
Telephone: 562-570-7986

17. 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.

18. 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.


19. Education Code 45125. During the entire term of this Contract, the PROVIDER, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), when it is determined that the PROVIDER will have contact with Long Beach Unified School District pupils in the performance of the work of the Contract.


20. 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 entities.

CITY OF LONG BEACH

**LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By  Assistant City Manager

By 

Print Name PATRICK H. WEST

Barrick L. Bartlett

Title CITY MANAGER EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Purchasing and Contracts Director

Date 8.1.14

Date 9/3/14

Tax ID# [REDACTED]

Telephone (562) 570-3157

E-Mail Alan.Kosoff@LongBeach.gov

APPROVED AS TO FORM

July 9, 2014
CHARLES PARKIN, City Attorney


By 
**KENDRA L. CARNEY
DEPUTY CITY ATTORNEY**

Exhibit A

Program Description

<p>Belmont Beach Camp – City of Long Beach Parks, Recreation & Marine (Ages 5 – 7) 4000 Olympic Plaza, located on the beach side patio of the Belmont Plaza Pool.</p>	<p>Select up to five (5) weeks of camp</p>	<p>M - F</p>	<p>9 a.m. – 4 p.m.</p>
<p>Bayshore Beach Camp – City of Long Beach Parks, Recreation & Marine (Ages 8 – 12) 5415 E. Ocean Blvd., located adjacent to the Bayshore playground and roller hockey rink. Camp includes sailing, canoeing, kayaking, swimming, crafts, field trips & features environmental activities. A 45-minute Marine Biology lesson is conducted twice a week.</p>	<p>Select up to five (5) weeks of camp</p>	<p>M-F</p>	<p>9 a.m. – 4 p.m.</p>
<p>Bay Club Teen Camp – City of Long Beach Parks, Recreation & Marine (Ages 13-15) 5437 E. Ocean Blvd., located on the dock at Leeway Sailing Center. Learn the basics of exciting water sports such as sailing, canoeing, and kayaking in addition to beach activities and field trips.</p>	<p>Select up to five (5) weeks of camp</p>	<p>M-F</p>	<p>12 p.m. – 5 p.m.</p>

Exhibit A

Program Description

Counselor in Training Program- City of Long Beach Parks, Recreation & Marine (Ages 14 – 17, completed Grade 8) Participants learn team building activities, camper supervision,	Three (3) week camp (Camper must attend all 3 weeks)	M-F	9 a.m. – 4 p.m.
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Dates: June 16, 2014 through August 29, 2014

1. Belmont Beach Camp and Bayshore Beach Camp

Rates per Student: The District will pay for a maximum of five (5) one-week sessions at \$155.00 per week for a maximum of \$775.00 per five-week session.

2. Bay Club Teen Camp

Rates per Student: The District will pay for a maximum of five (5) one-week sessions at \$120.00 per week for a maximum of \$600.00 per five-week session.

3. Counselor in Training Program

Rates per Student: The District will pay for a maximum of one (1) three-week session at \$310.00 per session.

4. Extended care and excursions fees are not included