



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

to the District.

B. District Responsibilities. Records of all District Citations shall be delivered by District to City for processing by City on the business day next following the issuance of such citation. District shall conform to City provisions regarding the procedures for completing parking citations, as said provisions now exist or are amended from time to time.

2. DISTRIBUTION OF REVENUES.

A. Definitions.

i. "City's Processing Fee" is the internal cost to the City of processing each District Citation, which cost is determined by dividing the City's budgeted cost for processing all of the District Citations during the City's fiscal year by the anticipated number of District Citations to be processed during that fiscal year.

ii. "City's Costs" is separate from the City's Processing Fee and is defined as the total of the City's Processing Fee and all of the following:

- (a) Fees, charges and costs of the Court as established or modified by the Legislature from time to time;
- (b) Fees, charges and costs of the Department of Motor Vehicles;
- (c) Any other fee, charge or cost the City is required to pay to any government agency related to the processing of citations, whether such fee is currently required or is implemented in the future; and
- (d) The cost of collection, if necessary.

B. The City's Processing Fee during the initial term is Three Dollars and Forty-Five Cents (\$3.45) per District Citation. This fee may be adjusted annually to reflect changes in the City's actual cost of processing. The City shall provide the District with written notice of any adjustment to the Processing Fee thirty

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

(30) days prior to the effective date of the charge. The City's determination of its cost of processing each District Citation shall be final.

C. City shall receive ten percent (10%) of the Net Revenue derived from District Citations.

D. District shall receive ninety percent (90%) of the Net Revenue derived from District's Citations. City's obligation to pay District shall arise only after the City has actually received the payment of District Citations.

E. The City may renegotiate compensation identified in B and C above when the automated processing system and services are replaced or upgraded.

3. TERM AND TERMINATION.

A. The term of this Agreement shall commence at midnight on December 27, 2016, and shall terminate at 11:59 p.m. on December 26, 2018, unless sooner terminated as provided in this Agreement, or unless the services or the project is completed sooner. The term may be extended for three (3) additional one-year terms, at the discretion of the City Manager.

B. Either party may terminate this Agreement at any time by giving at least ninety (90) days' notice, in writing, to the other party at the address for notice provided in this Agreement.

C. Upon termination or expiration of this Agreement, District shall return all handwritten parking citation books, parking handheld devices, hardware and software to the City within thirty (30) days of the City's request.

4. INDEMNIFICATION.

A. District will protect, defend, indemnify and hold City, its officials, employees, and agents, harmless from and against any and all claims, demands, causes of action, losses, damages, and liabilities, whether or not reduced to judgment, which may be asserted against that party arising from or attributable to or caused directly or indirectly by District, its employees, or agents in the

1 performance of work under this Agreement, or any alleged negligent or intentional  
2 act, omission or misrepresentation by District, or its employees, or agents, which  
3 act, omission or misrepresentation is connected in any way with performance of  
4 work under this Agreement. If it is necessary for purposes of resisting, adjusting,  
5 compromising, settling, or defending any claim, demand, cause of action, loss,  
6 damage, or liability, or of enforcing this provision, for City to incur or to pay any  
7 expense or cost, District agrees to and will reimburse City within a reasonable time.  
8 District will give City notice of any claim, demand, cause of action, loss, damage or  
9 liability within ten (10) calendar days.

10 B. City will protect, defend, indemnify and hold District, its officials,  
11 employees, and agents, harmless from and against any and all claims, demands,  
12 causes of action, losses, damages, and liabilities, whether or not reduced to  
13 judgment, which may be asserted against that party arising from or attributable to  
14 or caused directly or indirectly by City, its employees, or agents in the performance  
15 of work under this Agreement, or any alleged negligent or intentional act, omission  
16 or misrepresentation by City, or its employees or agents, which act, omission or  
17 misrepresentation is connected in any way with performance of work under this  
18 Agreement. If it is necessary for purposes of resisting, adjusting, compromising,  
19 settling, or defending any claim, demand, cause of action, loss, damage, or liability,  
20 or of enforcing this provision, for District to incur or to pay any expense or cost, City  
21 agrees to and will reimburse District within a reasonable time. City will give District  
22 notice of any claim, demand, cause of action, loss, damage or liability within ten (10)  
23 calendar days.

24 5. NOTICES. Any notice or approval required by this Agreement shall  
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
26 postage prepaid, addressed to District at the address first stated above, and to City at 333  
27 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of  
28 change of address shall be given in the same manner as stated for other notices. Notice

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 shall be deemed given on the date deposited in the mail or on the date personal delivery  
2 is made, whichever occurs first.

3 6. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
4 constitutes the entire understanding between the parties and supersedes all other  
5 agreements, oral or written, with respect to the subject matter herein.

6 7. AMENDMENT. This Agreement, including all Exhibits, shall not be  
7 amended, nor any provision or breach waived, except in writing signed by the parties which  
8 expressly refers to this Agreement.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly  
10 executed with all formalities required by law as of the date first stated above.

11  
12  
13 \_\_\_\_\_, 2016

LONG BEACH COMMUNITY COLLEGE  
DISTRICT, a public corporation  
By *Ann-Marie Gabel*  
Name Ann-Marie Gabel  
Title V.P. Admin Services

"District"

14  
15  
16  
17  
18 Jan 17, 2017

CITY OF LONG BEACH, a municipal  
corporation  
By *T. Bill*  
City Manager  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

"City"

This Agreement is approved as to form on 1-10, 2017  
2016.

21  
22  
23 CHARLES PARKIN, City Attorney  
By *Charles Parkin*  
Deputy

O.K. To Process  
*Charles Parkin*  
Sign & Date 1-10-2017

24  
25  
26  
27  
28