

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

1 CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

2 AND

3 CITY OF LONG BEACH

4 **35059**

5 THIS AGREEMENT is made and entered into this 11th day of July, 2018, by
6 and between the CITY OF LONG BEACH through the Long Beach Police Department,
7 located at 400 West Broadway, Long Beach, California 90802, hereinafter referred to as
8 "City", and the CALIFORNIA DEPARTMENT OF CORRECTIONS AND
9 REHABILITATION, hereinafter referred to as "State Parole", both of whom are collectively
10 referred to as the "Parties".

11 WHEREAS, City desires to provide parole prevention and intervention
12 services to assist in reducing incidents of truancy, criminality and other serious behavioral
13 problems; and

14 WHEREAS, State Parole has statutory authority pursuant to Section 652 of
15 the Welfare and Institutions Code and Section 1203.14 of the Penal Code to provide certain
16 expertise and resources in this area; and

17 WHEREAS, the undersigned Parole Representative has been delegated
18 authority by State Parole to negotiate and sign agreements to provide these services;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
20 conditions in this Agreement, the Parties agree as follows:

21 1. PURPOSE OF THE AGREEMENT. The purpose of this Agreement
22 is to maintain within the City of Long Beach, State Parole (hereinafter referred to as "PO")
23 access to office space for one to two days a week based upon agent availability, without
24 charge, to the co-located PO. Parole services shall be provided by State Parole through
25 this Agreement and shall be consistent with the laws of the State of California and the
26 guidelines of the City.

27 2. STATEMENT OF WORK.

28 State Parole will provide, maintain and support the co-located PO with

1 a lap top computer, air card for access to the internet, and a cell phone for business
2 related calls.

3 City shall provide office space for one to two days a week based upon
4 agent availability, including telephone and photo copier services, within its
5 boundaries for use by the assigned POs.

6 3. EMPLOYMENT STATUS. The assigned PO is an employee of State
7 Parole and is entitled to wages and employee benefits appropriate to what is provided other
8 State employees who are POs. It is additionally understood that no term or condition of
9 this Agreement can conflict with State statute defining the status of the POs as Peace
10 Officers.

11 4. TERMINATION. In the event that City or State Parole withdraws its
12 participation in the project described in this Agreement, such withdrawal shall be preceded
13 by thirty (30) days written notice to the other party.

14 5. TERM. This Agreement shall be for a period of twelve (12) months
15 commencing on October 1, 2018 and terminating on September 29, 2019.

16 6. INDEPENDENT CONTRACTOR. In performing services under this
17 agreement, the co-located PO shall at all times remain a California Department of
18 Corrections and Rehabilitation employee and not an employee, representative, or agent of
19 Long Beach Police Department. State Parole shall have control over co-located
20 employees who work and the manner in which it is performed. State Parole acknowledges
21 and agrees that a) Long Beach Police Department will not withhold taxes of any kind from
22 State Parole co-located workers' compensation, b) Long Beach Police Department will not
23 secure workers' compensation or pay unemployment insurance to, for or on State Parole's
24 behalf, and c) Long Beach Police Department will not provide and State Parole is not
25 entitled to any of the usual and customary rights, benefits or privileges of Long Beach
26 Police Department employees. State Parole expressly warrants that neither State Parole
27 nor any of State Parole's employees or agents shall represent themselves to be employees
28 or agents of Long Beach Police Department.

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1 7. INDEMNIFICATION. The parties agree to defend, indemnify
2 and hold harmless each other against any and all liability, expenses and claims arising
3 from their respective acts or omissions, including attorney's fees and costs, related to this
4 Agreement. City shall be responsible for damages caused by the negligence of its
5 directors, officers, employees and agents occurring in the performance of this Agreement.
6 State Parole shall be responsible for damages caused by the negligence of its directors,
7 officers, employees and agents occurring in the performance of this Agreement. It is the
8 intention of the City and State Parole that the provisions of this Section be interpreted to
9 impose on each party responsibility for the negligence of their respective directors, officers,
10 employees and agents. The indemnification specified in this Section shall survive
11 termination or closeout of this Agreement.

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1 IN WITNESS WHEREOF, the California Department of Corrections and
2 Rehabilitation and City have caused this Agreement to be executed on their behalf by their
3 authorized representatives, the day, month and year first above written.

4 CALIFORNIA DEPARTMENT OF
5 CORRECTIONS AND REHABILITATION

6 September 11, 2018

By 

7 Name Diana Ronguillo

8 Title District Administrator

9
10 _____, 2018

By _____

11 Name _____

12 Title _____

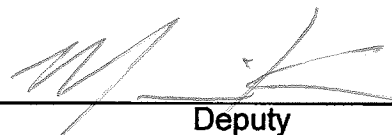
13
14 CITY OF LONG BEACH

15 August 2, 2018

16 By 
Patrick H. West, City Manager

17
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19 This Agreement is approved as to form on July 25, 2018.

20 CHARLES PARKIN, City Attorney

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22 By 
23 Deputy

24
25 Tom Modica
26 Assistant City Manager
27 EXECUTED PURSUANT
28 TO SECTION 301 OF
THE CITY CHARTER

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