



34361

Agreement No. 5890.01  
Board Approval: May 17, 2016  
Purchase Order: C 670129

### REIMBURSEMENT AGREEMENT

This AGREEMENT is made and entered into this 3<sup>rd</sup> day of **August, 2016**, 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 Provided. The DISTRICT agrees to reimburse the PROVIDER for facility use to conduct a 10-week summer swim program at Belmont Plaza Pool, Silverado Pool, Millikan High School Pool, Jordan High School Pool, and Martin Luther King, Jr. Pool and to include all necessary staffing and other services as outlined in Exhibit A. These services will be performed under the direction of the Superintendent of Schools for the District, and/or his designee during the course of the Work.
2. Term. This AGREEMENT shall be effective for the period June 20, 2016 through August 26, 2016.
3. Compensation. DISTRICT agrees to reimburse PROVIDER a total not to exceed FOURTY FIVE THOUSAND DOLLARS and 00/100 (\$45,000.00) for the above services.
4. Exhibit. PROVIDER's budget and summary of services 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 Provided, and Compensation, any additional terms included in Exhibit A are hereby rendered void. If any terms or conditions conflict between this agreement and Exhibit A, the agreement shall prevail.
5. Independent Provider. PROVIDER, in the performance of this AGREEMENT, shall be and act as an independent provider. 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.
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 DISTRICT and PROVIDER, are public entitled 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. Assignment. The obligations of the PROVIDER pursuant to this AGREEMENT shall not be assigned by the PROVIDER.

9. 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 accruing out of the performance of such operations.

10. 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.

11. Entire Agreement/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 both parties to the AGREEMENT.

12. Nondiscrimination. PROVIDER agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familial 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.

13. 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.

14. 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.

15. 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

PROVIDER:  
City of Long Beach  
Department of Parks, Recreation & Marine  
2760 n. Studebaker Road  
Long Beach, CA 90815  
Attn: Leslie Hunsaker  
Email: [Leslie.Hunsaker@longbeach.gov](mailto:Leslie.Hunsaker@longbeach.gov)

16. 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.

17. 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.

18. 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 entities.

**CITY OF LONG BEACH**

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

By *PHW* Assistant City Manager

By *R Hoppe*

Print Name Patrick H. West

Ron Hoppe

Title City Manager

Purchasing and Contracts Director

Date 8/23/16

Date 9/1/16

Tax ID# [REDACTED]

Telephone 562-570-6916

E-Mail —

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM

Aug 10, 20 16  
CHARLES PARKIN, City Attorney

By *[Signature]*  
DEPUTY CITY ATTORNEY

## **EXHIBIT A**

### Summer Recreation Swim Program at Belmont Pool

- Program will operate M-Su
- Recreation Swim Program will be on site from 1:00 – 3:00 p.m. daily and 7:00 – 9:00 p.m. M/W/F

### Summer Recreation Swim Program at Jordan HS Pool

- Program will operate M-F
- Recreation Swim Program will be on site from 1:00 – 3:00 p.m. daily

### Summer Recreation Swim Program at King Park Pool

- Program will operate M-Su
- Recreation Swim Program will be on site from 1:00 – 3:30 p.m. daily and 6:30 – 8:00 p.m. Tu/Th

### Summer Recreation Swim Program at Millikan Pool

- Program will operate M-F
- Recreation Swim Program will be on site from 1:00 – 3:00 p.m. M/W/F

### Summer Recreation Swim Program at Silverado Park Pool

- Program will operate M-Su
- Program will be on site from 1:00 – 3:30 p.m. daily and 7:00 – 8:30 p.m. Wed