



Agreement No. 1617-1086-00  
Board Approval: March 15, 2017  
Purchase Order: C 670653

**34642**

## REIMBURSEMENT AGREEMENT

This AGREEMENT is made and entered into this 10<sup>th</sup> day of **March 2017**, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and **CITY OF LONG BEACH DEPARTMENT OF PARKS, RECREATION & MARINE**, hereinafter referred to as "CONTRACTOR."

The parties agree as follows:

1. Services to be Provided. The DISTRICT agrees to reimburse the CONTRACTOR as follows: To provide summer swimming programs at Belmont, King and Silverado parks, and Cabrillo, Jordan, and Millikan High schools. This work will be performed under the direction of the Superintendent of Schools, for the District during the course of the Work.
2. Term. This AGREEMENT shall be effective for the period June 19, 2017 through August 27, 2017.
3. Compensation. DISTRICT agrees to reimburse CONTRACTOR a total not to exceed SEVENTY THOUSAND DOLLARS and NO/100 (\$70,000.00), for the above services.
4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's employees.
5. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.
6. Hold Harmless. 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.
7. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.
8. 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. CONTRACTOR 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 CONTRACTOR, CONTRACTOR's

business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

9. Permits/Licenses. CONTRACTOR and all CONTRACTOR'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.

10. 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.

11. Nondiscrimination. CONTRACTOR 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.

12. Images. If applicable, the CONTRACTOR 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.

13. Non Waiver. The failure of DISTRICT or CONTRACTOR 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.

14. 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

CONTRACTOR:  
City of Long Beach Department of Parks,  
Recreation & Marine  
Long Beach, CA 90815  
Attn: Jeffrey Brown  
Telephone: 562-570-3161  
Facsimile: 562-570-3152

15. 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.

16. 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.

17. Education Code 45125. During the entire term of this Contract, the CONTRACTOR and its contractors and agents, shall fully comply with the provision of Education Code 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.

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 DEPARTMENT OF PARKS, RECREATION & MARINE**

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

By 

By 

Print Name Tom Modica

Ron Hoppe

Title Assistant City Manager

Purchasing & Contracts Director

Date 6/6/17

Date 6/22/17

Tax ID# [REDACTED]

Telephone (562) 570-5091

E-Mail Tom.Modica@LongBeach.gov

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM

5/19, 2017  
CHARLES PARKIN, City Attorney

By   
LINDA T. VU  
DEPUTY CITY ATTORNEY

## Exhibit A

### **1) Summer Swimming Program at Cabrillo High School Pool**

- Program will operate Monday through Friday
- Program operating hours: 11:30 a.m. to 6:00 p.m.

The program schedule is as follows:

- 11:30 a.m.: Facility Set-up
- 12:00 p.m. - 2:00 p.m. M-F: Recreational Swim
- 2:00 p.m. - 3:00 p.m. M-TH: LA84 Swim Team
- 3:00 p.m. - 5:30 p.m. M-TH: Swimming Lessons\*

**\*Swimming Lessons: M-TH (5) 2-week sessions, June 19, 2017 through August 25, 2017.**

- ❖ 3:00 p.m. Pre-K1 and Pre-K2
  - ❖ 3:30 p.m. Level 1 and Level 2
  - ❖ 4:00 p.m. Level 3 and Level 4
  - ❖ 4:30 p.m. Level 5 and Level 6
  - ❖ 5:00 p.m. Parent/Child and Adult
- 5:30 p.m. Facility Lockup

### **2) Summer Recreation Swim Program at Belmont Pool**

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

### **3) Summer Recreation Swim Program at Jordan High School Pool**

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

### **4) Summer Recreation Swim Program at King Park Pool**

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

### **5) Summer Recreation Swim Program at Millikan High School Pool**

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

### **6) Summer Recreation Swim Program at Silverado Pool**

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