

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

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AGREEMENT
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

34605

This Agreement is entered into, in duplicate, effective as of August 4, 2016, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 21, 2016, by and between CREA/PPC LONG BEACH TOWNE CENTER PO, LLC, a Delaware limited liability company, with offices located at 7575 Carson Boulevard, Long Beach, California 90808 (hereinafter referred to as "Center") and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as "City").

WHEREAS, the Long Beach Police Department (LBPD) provides public law enforcement services within the City of Long Beach which includes the Long Beach Towne Center; and

WHEREAS, Center has requested the City to provide supplemental law enforcement services to the Long Beach Towne Center over and above the law enforcement services provided to the public generally; and

WHEREAS, the parties had entered into contract no. 28970 whereby City agreed to provide supplemental law enforcement services; and

WHEREAS, the parties desire to enter into a new agreement where City shall make available, for a fee, trained LBPD personnel to provide supplemental law enforcement services to Center.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. DEFINITIONS. For the purpose of this Agreement:

"Basic Law Enforcement Services" shall mean provision of law enforcement personnel and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City. Such Basic Law Enforcement Services shall include, but not necessarily be limited to, responses to citizen initiated calls, assistance provided by Officers to the public generally; community relations services provided to the public generally; attendance at meetings to the same

1 extent such services are provided to the general public; homicide investigations, gang
2 investigations, narcotics investigations, arson investigations, explosives investigations,
3 SWAT teams, vice investigations, child abuse investigations, patrol of public streets,
4 maintenance of records and preparation of statistical and other reports generally
5 maintained and prepared by LBPD; booking and jailing services; and time spent in court to
6 testify as to Basic Law Enforcement Services matters.

7 "Supplemental Law Enforcement Services" shall refer to the provision of
8 Long Beach Police Department law enforcement personnel dedicated to the performance
9 of law enforcement duties at Long Beach Towne Center in addition to the Basic Law
10 Enforcement Services. During the hours specified herein, law enforcement personnel
11 performing Supplemental Law Enforcement Services will not leave the Long Beach Towne
12 Center. Their duties will include performing visible patrols of the Long Beach Towne
13 Center, except for when performing specific duties such as responding to calls, or taking
14 breaks. While performing the Supplemental Law Enforcement Services, officers will
15 maintain regular communication with the Center's security staff and will carry a Center
16 security radio.

17 2. **TERM.** Unless sooner terminated as provided for herein, this
18 Agreement shall be for a term of six (6) months commencing on April 1, 2017, and ending
19 on September 30, 2017. The Agreement may be extended for additional six-month terms
20 as approved by the City and upon mutual agreement by the City and Center.

21 3. **AGREEMENT PRICE.** The price for the Supplemental Law
22 Enforcement Services to be provided by LBPD to Center shall be at the rates provided for
23 in Exhibit "A" hereto. Upon the submission of an invoice by City, Center agrees to pay for
24 services rendered prior to the execution of this Agreement at the rates provided for in
25 Exhibit "A". City shall submit invoices to Center on a monthly basis. Center shall pay said
26 invoices within thirty (30) days of receipt.

27 4. **LONG BEACH POLICE DEPARTMENT'S RESPONSIBILITIES.**

28 (a) **Level of Service.** In consultation with Center, the Chief of Police shall

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1 determine the level of service to be provided. In the event of a dispute between the parties
2 as to the extent of the duties and functions to be rendered herein, or the minimum level or
3 manner of performance of such services, such duties and functions and the level or manner
4 of performance of such services shall be reasonably determined by the Chief of Police and
5 shall be final and conclusive.

6 (b) **LBPD Responsibilities.** LBPD agrees to perform the Supplemental
7 Law Enforcement Services in a good and workmanlike manner, maintaining at least the
8 professional standards required by LBPD of its general professional law enforcement
9 personnel performing police services for the public generally.

10 (c) **Personnel.** LBPD shall provide all personnel to perform service
11 functions under this Agreement. The recruitment, selection, training and supervision shall
12 be the sole responsibility of the LBPD.

13 The LBPD shall use best efforts to respond to Center's requests and needs
14 in filling personnel positions under this Agreement.

15 5. **BILLING AND REPORTS.** LBPD shall bill Center monthly for
16 Supplemental Law Enforcement Services rendered under this Agreement. Such monthly
17 billing shall identify and detail the Supplemental Law Enforcement Services provided by
18 personnel during the preceding period. Said billing shall not include charges for Basic Law
19 Enforcement Service responses.

20 6. **EMPLOYEES OF CITY.** All persons employed in the performance of
21 such service shall be City employees and shall remain under the immediate direction and
22 control of the Chief of Police.

23 City shall pay all wages, salaries, and other amounts due its employees in
24 connection with this Agreement and shall be responsible for all reports and obligations for
25 such employees including, but not limited to, social security, income tax withholding,
26 unemployment compensation, and workers' compensation. Center shall not be liable for
27 compensation or indemnity to any employee for injury or sickness arising out of his or her
28 employment with the City.

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1 This Agreement does not, is not intended, nor shall it be construed to create
2 the relationship of agent, employee, or joint venture between Center and LBPD. Center
3 shall not be responsible or liable for the direct payment of any salaries, wages, or other
4 compensation to any LBPD personnel performing services hereunder; and except as
5 otherwise specified herein, Center shall not be liable for compensation or indemnity to any
6 LBPD employee for injury or sickness arising out of his or her employment.

7 **7. COMPLIANCE WITH LAWS.**

8 (a) LBPD agrees to be bound by applicable federal, state, and local laws,
9 regulations and directives as they pertain to the performance of the Agreement.

10 (b) LBPD will comply with the requirements of the following statues and
11 regulations: (i) the California Drug-Free Workplace Act of 1990; (ii) all applicable federal,
12 state, and local laws governing safety, health and sanitation; (iii) the Civil Rights Act of
13 1964, Title VI; (iv) Age Discrimination Act of 1975 and Section 504 of the Rehabilitation
14 Act of 1973.

15 **8. INSURANCE.** Concurrent with the execution of this Agreement by
16 Center, and as a condition precedent to the effectiveness of this Agreement and in partial
17 performance of the obligations assumed under the Agreement, Center shall procure and
18 maintain at Center's expense for the duration of this Agreement the following insurance
19 against claims for injuries to persons or damage to property which may arise from or in
20 connection with the performance of this Agreement by Center, its agents, representatives,
21 employees or subcontractors.

22 A. Comprehensive General Liability in an amount no less than Two
23 Million Dollars (\$2,000,000) combined single limit for each occurrence or Four Million
24 Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury and property
25 damage. The City, their officials, employees, agents, and volunteers shall be covered as
26 insureds as respects liability arising out of activities performed by or on behalf of Center
27 and coverage shall be in a form acceptable to the City Risk Manager.

28 B. Automobile liability in an amount not less than Five Hundred

1 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and
2 property damage covering owned, non-owned and hired vehicles.

3 C. Workers' Compensation as required by the Labor Code of the State of
4 California and Employers' Liability limits of One Million Dollars (\$1,000,000) per
5 occurrence.

6 D. Accidental Medical, Death and Dismemberment Insurance for all
7 participants not entitled to workers' compensation benefits under the provisions of Section
8 3700 of the Labor Code of the State of California, unless this requirement has been waived
9 in writing by the City Risk Manager. Said insurance shall be in amounts not less than One
10 Hundred Thousand Dollars (\$100,000) Accidental Medical and twenty-Five Thousand
11 Dollars (\$25,000) Accident Death and Dismemberment.

12 Each insurance policy shall be endorsed to state that coverage shall not be
13 cancelled by either party, reduced in coverage or in limits, except after thirty (30) days'
14 prior written notice has been given to the City, and shall be primary and not contributing to
15 any other insurance or self-insurance maintained by the City.

16 Acceptable insurance coverage shall be placed with carriers admitted to write
17 insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
18 Company and may be subject to such self-insurance or deductible as may be approved by
19 the City Risk Manager. Any subcontractors which Center may use in the performance of
20 services under this Agreement shall be required to maintain insurance in compliance with
21 the provisions of this Section.

22 Center shall furnish City with certificates of insurance and with original
23 endorsements affecting coverage as required above. The certificates and endorsements
24 for each insurance policy shall be signed by a person authorized by that insurer to bind
25 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
26 extended reporting period of not less than one hundred eighty (180) days. No claims made
27 policies shall be acceptable to City unless the City Manager determines that no occurrence
28 policy is available in the market for the particular risk being insured. Any modification or

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1 waiver of the insurance requirements contained in this Agreement shall only be made with
2 the written approval of the City Risk Manager in accordance with established City policy.

3 **9. CONFLICT OF INTEREST.** The City certifies that it has no interest
4 and shall not acquire any interest, direct or indirect, which would conflict in any manner or
5 degree with the performance of services under this Agreement, except as allowed by law.
6 The City further certifies that in the performance of this Agreement, no person having any
7 such interest shall be employed hereunder.

8 **10. INDEMNIFICATION AND HOLD HARMLESS.** Center expressly
9 agrees to defend, protect, indemnify and hold harmless the City, its officers, employees
10 and agents, free and harmless from and against any and all claims, damages, expenses,
11 loss or liability of any kind or nature whatsoever growing out of, or resulting from the alleged
12 acts or omissions of Center, its officers, agents or employees, in the performance of this
13 Agreement; and Center shall at its own cost, expense and risk, defend all claims or legal
14 actions that may be instituted against either Center or the City, and Center shall pay any
15 settlement entered into or satisfy any judgment that may be rendered against either Center
16 or the City as a result of said alleged acts or omissions of Center, its officers, agents or
17 employees, in the performance of this Agreement.

18 City expressly agrees to defend, protect, indemnify and hold harmless
19 Center, its officers, employees and agents, free and harmless from and against any and
20 all claims, damages, expenses, loss or liability of any kind or nature whatsoever growing
21 out of, or resulting from the alleged acts or omissions of City, its officers, agents or
22 employees, in the performance of this Agreement; and City shall at its own cost, expense
23 and risk, defend all claims or legal actions that may be instituted against either Center or
24 the City, and City shall pay any settlement entered into or satisfy any judgment that may
25 be rendered against either Center or the City as a result of said alleged acts or omissions
26 of City, its officers, agents or employees, in the performance of this Agreement.

27 **11. TERMINATION OF EITHER PARTY.** Either party may terminate this
28 Agreement for convenience, without cause, upon thirty (30) days advance written notice.

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1 **12. THIRD PARTY BENEFICIARIES.** No person or entity shall be
2 deemed to be a third party beneficiary of this Agreement.

3 **13. SUCCESSOR AND ASSIGNMENT.** This Agreement may not be
4 assigned by either party except with prior written consent of the other party.

5 **14. SUBCONTRACTING.** The City **shall not** subcontract any part of work
6 covered by this Agreement.

7 **15. INTERPRETATION.** No provision of this Agreement is to be
8 interpreted for or against either party because that party's legal representative drafted such
9 provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

10 **16. WAIVER.** No breach of any provision hereof can be waived unless in
11 writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of
12 any breach of the same or any other provision hereof.

13 **17. NOTICES.** Notices provided for in this Agreement shall be in writing
14 and shall be addressed to the party intended to receive the same, at the following address:

15 Vestar: CREA/PPC Long Beach Towne Center PO, LLC
16 7575 Carson Boulevard
17 Long Beach, CA 90808
18 Attn: Property Manager

19 City: City of Long Beach Police Department
20 333 W Ocean Boulevard
21 Long Beach, CA 90802
22 Attn: City Manager

23 Notices addressed as above provided shall be given (i) by U.S. Mail, postage
24 prepaid, return receipt requested; (ii) delivered in person with written acknowledgment of
25 the receipt thereof; or (iii) by facsimile transmission confirmed by electronic confirmation-
26 of-receipt slip. The LBPD and Center may designate a different address or addresses for
27 notices to be sent by giving written notice of such change of address to the other party.
28 Notice shall be deemed to have been given or delivered upon personal delivery thereof,
upon receipt by facsimile, or two (2) days after deposit in the U.S. Mail.

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IN WITNESS WHEREOF, City and Center have executed this Agreement through their duly authorized officers effective the date first set forth herein.

CREA/PPC LONG BEACH TOWNE
CENTER PO, LLC, a Delaware limited liability company

By: CREA/PPC VENTURE, LLC,
a Delaware limited liability company,
Its Sole Member

By: MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY
a Massachusetts corporation,
Managing Member

By: BARINGS, LLC,
a Delaware limited liability company,
Its Authorized Agent

April 12, 2017

By [Signature]
Name Robert Giffin
Title Managing Director

"Center"

CITY OF LONG BEACH, a municipal corporation

May 2, 2017

By [Signature]
City Manager
Assistant City Manager
"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

The foregoing Agreement is approved as to form on April 25, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

