AGREEMENT

BY AND BETWEEN THE CITY OF LONG BEACH

AND

THE LOS ANGELES COMMUNITY COLLEGE DISTRICT ON BEHALF OF EAST LOS ANGELES COLLEGE

35043

This Agreement is made and entered into on July 1, 2017 by and between the City of Long Beach (hereafter referred to as City) and the Los Angeles Community College District (hereafter referred to as the District) on behalf of East Los Angeles College (hereafter referred to as the College), to provide a District approved educational course by East Los Angeles College through the Long Beach Police Department Training program.

Witnesseth:

WHEREAS, The City of Long Beach conducts training programs designed for entry level and advanced law enforcement personnel; and

WHEREAS, the continuing educational training courses are approved for college credits through the District;

WHEREAS, the College is an accredited, educational institution empowered to grant college credits for approved educational training courses;

NOW THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

A. RESPONSIBILITIES OF THE COLLEGE

- 1. The College is responsible for the educational program conducted under the terms of this Agreement. This course of instruction to be taught under this Agreement is listed in Addendum A. The City and the District may agree to provide additional courses pursuant to terms of this Agreement as the need arises.
- 2. The College shall offer, at the location specified by the City and consistent with the terms of this Agreement, mutually agreed upon and approved educational courses to meet the needs of the Long Beach Police Department Training Program. These locations shall be open to the public while the courses being offered by the District are in session.
- 3. College degree and certificate programs have been approved by the State Chancellor's Office and the courses that make up the program are part of the approved curriculum of the College. The courses of College credit shall have been approved by the College Curriculum Committee and have been approved by the District's Board of Trustees.

- 4. The College shall assist the City in student registration procedures, associated paperwork, and other support services to adequately manage and control its course curriculum. All students shall be processed and registered in accordance with District procedures as outlined in the College catalog to conform to State/District guidelines. The City shall be required to pay student registration fees at the rate established by the State for each enrolled student. Class hours, supervision, evaluation of course content and curriculum, and withdrawal of students shall be consistent with District approved policies regarding all courses.
- 5. The District shall employ all instructors consistent with requirements of the California Code of Regulations on a non-compensated basis (refer to Addendum B). The District retains the primary right to select, assign, and direct the instructional activities of any instructor employed by the District under the terms of this Agreement so long as such direction is consistent with Police Officer Standard and Training (POST) for both the Basic Academy and continued professional and perishable skills training.
- 6. Instruction to be claimed for State apportionment will be under the immediate supervision and control of an employee of the District who has met the minimum qualifications for instruction in the subjects to be taught under the terms of this Agreement in accordance with Title 5 of the California Code of Regulation. The minimum qualifications shall be those designated by the District. Minimum qualifications are within the purview of the Academic Senate and may be subject to change. The Current minimum qualifications are listed in Addendum B.
- 7. Where the instructor is not a paid employee of the District, the District shall have a written agreement with each instructor conducting instruction for which State apportionment is to be collected. The agreement between the District and each instructor shall state that the District has the primary right to control and direct the instructional activities of the instructor so long as such direction is consistent with Police Officer Standard and Training (POST) for both the Basic Academy and continued professional and perishable skills training.
- 8. The College shall approve the selection of course instructors, professional experts, and facilitators and evaluate the quality of instruction to ensure the needs of the students are met and the accreditation requirements of the College are satisfied.
- 9. The College reserves the right to inspect any School records maintained by the City concerning the implementation of the terms of this Agreement.
- 10. If any course under the terms of this Agreement is held outside District boundaries, the District shall comply with the requirements of Section 55230-55232 of Title 5 of the California Code of Regulations regarding approval by adjoining high schools or community college districts and use of non-District facilities.

B. RESPONSIBILITIES OF THE CITY

In exchange for the services and payment provided by the District to the City
under the terms of this Agreement, the City shall provide classroom space at the
Police Department's Training Center and/or other City facilities to be determined
solely by the City for use as off-campus sites by the College for conducting the
courses pursuant to this Agreement.

- 2. In exchange for the services and payment provided by the District to the City under the terms of this Agreement, the City shall provide to the College services and equipment which includes, but is not limited to, instructors, professional experts, facilitators, support staff, educational and specialized equipment, materials, day to day management support, and all other related services and overhead necessary to implement to terms of this Agreement.
- 3. The City will maintain records of attendance and achievement. Records will be open at all times to officials of the College and submitted on a developed schedule.
- 4. The City shall provide a line-of-sight instructor of record who shall be a non-compensated employee of the District and who shall meet all the District minimum qualifications for faculty teaching in a law enforcement capacity.
- 5. All instructional materials provided by the City to students will be at no additional cost to students enrolled in the course in connection with this Agreement. To the extent that charges will be made for student instructional materials, the charges must be in compliance with Education Code section 76365, 5 California Code of Regulations sections 59400 et seq., LACCD Board Rule 6415 and LACCD Administrative Regulation E-80.

C. JOINT RESPONSIBILITIES OF THE CITY AND THE COLLEGE

- 1. The City and the College shall each work in good faith to implement this Agreement, and shall use their best efforts to resolve any disputes informally.
- The City shall coordinate with the College to ensure that all personal, equipment
 and materials used in carrying out its responsibilities under this Agreement
 conform to State of California mandated standards governing instructional
 programs.
- 3. The City will inform the college of opportunities to support all Long Beach Police Department Training programs within College's geographical boundaries including "In-Service Training" or continuing education, which the County deems suitable for College affiliation and College certificates. The College agrees that the City may affiliate with other community colleges for courses for which the College declines affiliation.
- 4. College courses conducted under the terms of this Agreement must be identified as being open to the general public. The college shall allow any person who has been admitted to the College and who has met the applicable prerequisites to enroll in courses taught under the terms of this Agreement in accordance with State law. The District policy on open enrollment is published in the College catalogue and schedule of classes, along with a description of the courses offered under the terms of this Agreement and information about whether the courses are offered for credit and are transferable.

A student requesting registration in Long Beach Police Department's Training Program courses would first need to complete the prerequisites of Long Beach Police Department Training Program courses. In order for the District to claim apportionment for a student in a particular course and in order for the student's

attendance to qualify for payment under the terms of this Agreement, the student must be enrolled in the course through the College.

5. The College and the City will ensure that ancillary and support services, such as counseling and job placement, are provided for the students enrolled in courses under the Agreement.

D. PAYMENT FOR SERVICES

The District will pay the City based on Student instructional hours (weekly student contact hours-WSCH or full-time equivalent students-FTES) in accordance with State guidelines. In consideration for the services provided here under the District shall pay the City \$4.25 per student instructional hour that is eligible for State general apportionment. If the State-established registration fee is other than \$46.00 per unit, payments will reflect a pro rata adjustment per student instructional hour for student registration fees based on the change to the rate established by the State. If no compensation is paid by the State to the District, the District will not be obligated to pay the City. If the District is paid apportionment on a pro rata basis by the State, this apportionment shall be applied directly to the City.

E. PAYMENT

All payments by the District under this Agreement shall be subject to verification by the City of Long Beach and other appropriate State of California agencies. Classes offered under this Agreement which do not meet State requirements or District policy shall not be considered when computing the payment under this Agreement.

The District shall pay the City upon submission of a valid invoice as follows:

- 1. An initial payment will be made on February 15th of each year based on the number of courses taught during the preceding six-month period.
- 2. Final payment shall be made approximately 45 days after the receipt of funds from the State. Source data and associated developmental documentation that support the number of students taught will be presented to the City.

F. CERTIFICATIONS

- 1. The District certifies that it does not receive full compensation for the direct educational costs from these courses from any public or private agency, individual or group.
- 2. The City certifies that the instructional activity to be conducted under the terms of this Agreement will not be fully funded by other sources in accordance with Education Code section 84752.

G. INDEMNIFICATION

1. The City agrees to defend, indemnify and hold harmless the District, its Board of Trustees, officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the City's breach or

failure to comply with any of its obligations contained in this Agreement and/or by reason of negligent or willful acts, errors, misrepresentations, or omissions of the City, its Boards, officers, employees, representatives and agents.

2. The District agrees to defend, indemnify and hold harmless the City, its officers, employees, representatives and agents from every action, claim or demand which may be made in connection with the District's breach or failure to comply with any of its obligations contained in this Agreement and/or by reason of the negligent or willful acts, errors, misrepresentations, or omissions of the District, its Board of Trustees, officers, employees, representatives and agents.

H. INSURANCE

- 1. The City agrees to maintain a program of general liability insurance or self-insurance coverage throughout the terms of this Agreement. The certificate shall state a limit of liability not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The City shall provide the District with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The City shall provide thirty (30) days written notice to the District of any material change in coverage. Further, the City shall maintain a program of worker's compensation insurance throughout the terms of this Agreement.
- 2. The District agrees to maintain a program of general liability insurance or self-insurance coverage throughout the term of this Agreement. The certificate shall state a limit of liability no less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The District shall provide the City with a certificate of insurance as evidence of coverage prior to the execution of this Agreement. The District shall provide thirty (30) days written notice to the City of any material change in coverage. Further, the District shall maintain a program of workers' compensation insurance throughout the terms of this Agreement.

I. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

J. EXTENSION, MODIFICATIONS AND TERMINATION

This Agreement is for the period of one year, terminating on June 30, 2018. This Agreement may be extended for additional period of one (1) year upon amendment in writing, signed by both parties. The District's Board of Trustees would need to approve any extension of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least sixty (60) days prior to the date specified for such termination.

In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other party accruing prior to the date of such termination. Each party shall be released from all obligations or performance that

would otherwise accrue subsequent to the date of such termination. Neither party shall incur any liability to the other by reason of such termination.

K. **AUTHORITY OF THE CHIEF**

The Police Chief, or its designee, shall have full authority to administer this Agreement on behalf of the City. This includes, but not limited to the right to terminate, amend, extend, modify or alter specific terms of the Agreement in accordance with the terms set forth in this Agreement. The Police Chief shall have full access and authority to audit all pertinent records concerning this Agreement.

L. **NOTICES**

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage prepaid to the following address:

CITY OF LONG BEACH Patrick West

City Manager 333 W. Ocean Blvd Long Beach, CA 90802

LONG BEACH POLICE Robert Luna, Police Chief **DEPARTMENT**

Long Beach Police Department

400 W Broadway

Long Beach, CA 90802

EAST LOS Nghi Nghem, Interim Vice President

ANGELES COLLEGE Administrative Services

> East Los Angeles College 1301 Avenida Cesar Chavez Monterey Park, CA 91754-6099

M. **WAIVER**

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

GOVERNING LAW N.

This Agreement shall be interpreted according to the laws of the State of California.

O. AGREEMENT

VICE PRESIDENT

ADMINISTRATIVE SERVICES EAST LOS ANGELES COLLEGE

This document constitutes the entire Agreement between the parties. This agreement may not be altered or modified except by the express written consent of the City, the College and the District. Each party acknowledges there are no other provisions or presentations that have not been incorporated into this Agreement. The City acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees.

IN WITNESS WHEREOF, the City and the District for the College enter into this Agreement as of the day, month, and year first written above.

CITY OF LONG BEACH:	š.
PWest	1/4/18
BY: PATRICK WEST, CITY MANAGER	DATE
LONG BEACH POLICE DEPARTMENT:	
BY: ROBERT LUNA, POLICE CHIEF	11.16.17 DATE
EAST LOS ANGELES COLLEGE:	DATE
Mysi ant	11/16/19
BY: Myeshia D. Armstrong	DATE

APPROVED AS TO FORM

CHARLES PARKIN, dity Attorney

- /MONICA J. KILAITA DEPUTY CITY ATTORNEY

ADDENDUM A

(Courses of Instruction that may be taught under the terms of this Agreement)

ADMINISTRATION OF JUSTICE CONTRACT CLASSES

9/1/17

	DA/PROB	COURSE	HRS.	UNITS	REVISED/	STATUS
COURSE NAME	CLASSES	NO.			WRITTEN	
Active Shooter Strategies		AJ 462	8	.5	2012	Approved
Advanced Basic Criminal Inv. CSU		AJ 135	40	2.25	2012	Approved
Advanced Driver's Training I		AJ 225	8	0.25	2015	Approved
Advanced Driver's Training II		AJ 226	16	0.5	2015	Approved
Advanced Search Warrants	DA	AJ 167	9	0.5	2015	Approved
Advanced Special Weapons and		AJ 145	100	3.5	2012	Approved
Tactics Instruction		-				
Advanced Supervision for Civilians		AJ 181	24	1.5		Archived
Advanced Tactical Communications		AJ 221	8	0.5	2015	Approved
Advanced Traffic Collision Inv. CSU		AJ 164	80	4.5	2012	Approved
Advanced Training Instructor-Update		AJ 105	24	1.5	2012	Approved
Advanced Vehicle Theft Inv. CSU		AJ 134	40	2.25	2012	Approved
Analytical Interviewing-Basic		AJ 107	40	2.25	2012	Approved
Analytical Interviewing-Instructor		AJ 106	40	2.5		Archived
Anger Management Techniques		AJ 325	8	0.5	2015	Approved
Animal Control Officer Legal Update		AJ 401	24	1	woons were	Archived
AR-15 Rifle		AJ 133	16	0.5	2012	Approved
Arrest and Firearms CSU	PROB	AJ 108	40	2.25	2012	Approved
Asset Forfeiture	DA	AJ 440	8	0.5	2014	Approved
Background Investigation		AJ 193	40	2.25	A4400	Approved
Bailiff Orientation		AJ 142	40	2.25	2012	Approved
Basic Dual Purpose Motorcycle		AJ 420	80	2.5	2015	Approved
Training						
Basic Effective Court Testimony	DA	AJ 186	16	1		Archived
Basic Forensics for Detectives		AJ 69	8	0.5	2006-W	Approved
Basic Leadership Institute		AJ 188	16	1.5	2014	Approved
Basic Leadership Institute Facilitator		AJ 199	40	2.25		Approved
Workshop			No.	***************************************		
Basic Long Riffle Instructor		AJ 147	40	1.25	CA4	Archived
Basic Motorcycle Training		AJ 194	80	3	2015	Approved
Basic Narcotics Investigations CSU		AJ 412	40	2.25	2009	Approved
Basic Search Warrants	DA	AJ 171	4.5	0.25	2015	Approved
Basic Traffic Collision Inv. CSU		AJ 162	40	2.25	2012	Approved
Basic Training Academy CSU	See AJ 82	AJ 98	850	17.5	2014	Approved
Baton Qualification		AJ 351	4	0.25		Archived
Bicycle Patrol-Basic		AJ 109	40	1.5	2012	Approved
Blast and Explosive Recognition		AJ 128	40	2.25	2012	Approved
Bonus I Functional Supervisor		AJ 143	40	2.5		Archived
Breathalizer Operator Training		AJ 195	4	0.25	2015	Approved
Career Ethics/Integrity	BOTH	AJ 110	8	0.5	2012	Approved

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Cultural Awareness Training		AJ 213	16	1		Archived
Cultural Sensitivity Training for Law		AJ 216	8	0.5	2015	Approved
Enforcement Personnel						
(Museum of Tolerance)	MG CCC 11 CCC 1 CC	1.7.4.60			0015	
Current Aspects of Statements and	DA	AJ 169	8.5	0.5	2015	Approved
Confessions		MOMEOUNING HOMEOUN AND AND THE PROPERTY OF THE	s			
Current Aspects of the Miranda Rights	DA	AJ 168	4	0.25	2015	Approved
Custodial Evidence Collection		AJ 355	4	0.25		Archived
Custodial Health Issues	PROB	AJ 402	8	0.5	2015	Approved
Custodial Legal Update	PROB	AJ 365	8	0.5	2015	Approved
Custodial Report Writing	PROB	AJ 322	8	0.5	2015	Approved
Custodial Report Writing II	PROB	AJ 341	8	0.5	2015	Approved
Custodial Report Writing III	PROB	AJ 342	8	0.5	2015	Approved
Custodial Riot Training		AJ 348	8	0.5		Archived
Custodial Search & Seizure		AJ 403	4	0.25		Archived
Custodial Special Weapons Training	And control	AJ 404	8	0.5	2014	Approved
Custody Assistant Phase I CSU		AJ 140	320	10	2014	Approved
Custody Assistant Phase II		AJ 323	80	2	and the second s	Archived
Custody Command School UC/CSU		AJ 358	24	1		Archived
Custody Executive Command Training		AJ 363	16	1	2015	Approved
Custody Force Training	Use 343	AJ 344	8	0.5	2014	Archived
Custody Incident Command Training		AJ 359	40	2.25	2015	Approved
Custody Incident Command Training	AND THE PERSON NAMED IN COLUMN	AJ 360	8	0.5	2015	Approved
Update Update				**-		
Custody Training Officer School	MANUAL MA	AJ 361	24	1	2015	Approved
Data Entry for Law Enforcement		AJ 245	16	1	2015	Approved
Personnel LARCIS Data Entry)		110 12 13		_	2010	, appro, co
Deadly Force Alternative		AJ 330	4	0.25		Archived
(Force Options Simulator Course)		110 330		0,20		
Defense Tactics for Women		AJ 377	8	0.5	2012	Approved
Deputy Sheriff Trainee Phase II		AJ 149	160	7		Archived
Deputy Trainee Academy		AJ 154	360	14		Archived
DNA Awareness	DA	AJ 457	8	0.5	2014	Approved
DNA Evidence	DA	AJ 442	8	0.5	2015	Approved
Domestic Violence Crime Scene	DA	AJ 419	8	0.5	2014	Approved
Investigation	DA	A3 717		0.5	2017	ripproved
Driver Awareness Course/EVOC		AJ 378	8	0.25	2012	Approved
Patrol Trainee Phase V/Update		A3 370		0.23	2012	ripproved
Driver Awareness-Instructor		AJ 224	24	1	2015	Approved
Techniques		AJ ZZT	27	1	2013	ripproved
(Instructor for Driver Awareness)					-	
Driver Training Instructional		AJ 227	40	1.75	2012	Approved
		AJ 227	70	1.75	2012	Approved
Techniques (Instructor for Driver Training)						
(Instructor for Driver Training)		AJ 228	4	0.25	2015	Approved
Driving Simulator Applications		AJ 228 AJ 229	16	0.23	2015	Approved
Driving Techniques for Executive		AJ ZZY	10	0.50	2013	Approved
Security (For aution Protection Priving)						
(Executive Protection Driving)	PROB	AJ 362	8	0.5	NORTH CONTRACTOR	Archived
Drug and Alcohol Awareness for	LKUB	AJ 302	0	0.5		Archived
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Reserve Academy Level I	4444444444	AJ 318	324	7	0014	Approved
Reserve Academy Level II		AJ 317	265	6	2014	Approved
Reserve Academy Level III		AJ 316	220	5	2014	Approved
Respect Based Leadership	3 4 5 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	AJ 421	8	0.5	2015	Approved
Search and Seizure Update	DA	AJ 121	16	1 7.0	2015	Approved
Security Officer and Training		AJ 127	200	7.0	2012	Approved
Self-Defense Techniques for Law	PROB	AJ 327	8	0.5	2015	Approved
Enforcement (Critical Decision						
Making)		A I O 1 O	1.0	1		Archived
Sex Offender Registration and		AJ 219	16	1		Arcinved
Tracking Procedures (Sex Offender						
Registration and Tracking for Inv.)	- Land Address of the Control of the	AJ 148	40	2.25	2012	Approved
Sexual Assault Investigation			40	1.5	2012	Approved
Side-Handle Baton Inst.		AJ 431	8	0.5	2015	
Sign Language for Emergency		AJ 333	8	0.5	2013	Approved
Personnel	ESH OF TOHER THOUSAND	A T 1//	90	3.5	2012	Ammariad
Special Weapons and Tactics		AJ 144	80	2.25	2012	Approved
Street Gangs ad Subculture CSU		AJ 122 AJ 95	40	1.5	2013	Approved
Successful Habits for Law Enf.			24		2012	Approved
Successful Habits for Law Enf.	WISHING CONTROL OF CON	AJ 96	8	0.5	2016	Approved
Suicide Preventive Measures for		AJ 337	4	0.25	2015	Approved
Inmates		A T O 1 1	0	0 F	2015	Amanazad
Supervision Accountability		AJ 211	8	0.5	2013	Approved
(Accountability Through Supervision)	MANAGEMENT OF THE STREET	A T 15.C	90	4.5	2012	Amazad
Supervision for Civilians in Law		AJ 156	80	4.3	2012	Approved
Enforcement	DDOD	AJ 124	80	4.5	2012	Approved
Supervisory Training-First Level CSU	PROB		4	0.25	2012	Approved
Survivor Techniques for Custodial		AJ 336	4	0.23	2014	Approved
Personnel (Officer's Survival)		AT166	8	0.5	2012	Approved
Tactical Communications for Law		AJ 155	8	0.5	2012	Approved
Enforcement Professionals		A T 120	32	2	<u> </u>	Archived
Tactical Entry		AJ 130 AJ 334		$\frac{2}{0.5}$	2015	Approved
Tactical Weapons Qualification			8		2015	Approved
Taser Training		AJ 347	8	0.5	2013	Archived
Team Techniques of Community	: 	AJ 237	0	0.5		Atomved
Policing I		AJ 238	16	1.0		Archived
Team Techniques of Community		AJ 238	10	1.0		Atemveu
Policing II		AT 125	8	0.5	2015	Approved
Tear Gas Refresher/ Handler		AJ 125			2015	Approved
Terrorism Awareness Training	NAME AND ADDRESS OF THE PARTY O	AJ 408	8 8	0.5	2015	
The Administrative Investigation		AJ 222	8	0.5	2013	Approved
Process (Administrative Inv's)		A T 2 40	-	l	2015	Ammarrad
The Use of Force Update for		AJ 340	8	0.5	2015	Approved
Supervisors		A T 0 C 7	00	1 25	W. (1000)	Anahirrad
Transitional Academy		AJ 257	80	2.5	2012	Archived
Urban Terrorism: First Responder	an Control	AJ 398	8	0.5	2012	Approved
Use of Force I	- Contractive Cont	AJ 91	8	0.5	and proceedings (Colon), a subserve on the process (Arthur to the colon)	Archived
Use of Force II		AJ 92	8	0.5	2016	Archived
Use of Force III	<u></u>	AJ 93	8	0.5	2015	Approved

ADDENDUM B

Title 5. Education Code of California

53410. Minimum Qualifications for Instructors of Credit Courses, Counselors, and Librarians.

The minimum qualifications for service as a community college faculty member teaching any credit course, or as a counselor or librarian, shall be satisfied by meeting any one of the following requirements:

- (a) For faculty assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
 - (1) Possession of a bachelor's degree, or equivalent foreign degree, plus two years of professional experience directly related to the faculty member's assignment; or
 - (2) Possession of an associate degree, or equivalent foreign degree, plus six years of professional experience directly related to the faculty member's assignment.

NOTE: Minimum qualifications are also met by those individuals possessing a life time teaching credential in their field of training; ie: police training