

AGREEMENT FOR LAW ENFORCEMENT SERVICES

35167

THIS AGREEMENT is made and entered, in duplicate, as of October 24, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 23, 2018, by and between the LONG BEACH UNIFIED SCHOOL DISTRICT ("SCHOOL"), a California not-for-profit organization, whose business is located at 1515 Hughes Way, Long Beach, California 90810, and the CITY OF LONG BEACH, a municipal corporation ("CITY").

WHEREAS, SCHOOL desires to contract with CITY for law enforcement services at Long Beach Unified Schools; and

WHEREAS, CITY and SCHOOL desire to coordinate efforts in order to reduce crime; and

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

1. Unless otherwise terminated sooner in accordance with the provisions herein, this Agreement shall commence on August 29, 2018, and shall terminate on June 30, 2019.

2. CITY shall provide as many Police Officers as requested by SCHOOL, but no more than four (4) Police Officers throughout the term of the Agreement on Tuesday through Friday, except on days when students are not present. Said officers shall be assigned to SCHOOL'S high school campuses as specified by SCHOOL. The Chief of Police, or his designee, shall from time to time prepare and implement shift, daily, weekly and monthly schedules of the deployment of officers and patrol cars. The scheduled utilization shall not exceed the restrictions of the budget as provided in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Subject to prior consultations with SCHOOL, the Chief of Police, or his designee, shall fulfill the level of services requested by SCHOOL within the limits imposed in Section 2.

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 4. SCHOOL shall reimburse CITY one hundred percent (100%) of
2 CITY'S actual per hour costs up to the limits described in Exhibit "A" attached hereto and
3 incorporated herein by this reference through June 30, 2019. Subject to the conditions
4 set forth in Section 7 hereunder, CITY shall adjust its request for reimbursement to reflect
5 changes in the actual costs.

6 5. CITY shall furnish and supply all necessary labor, supervision,
7 equipment, communication facilities, and supplies necessary to maintain the level of
8 service to be rendered hereunder, except as otherwise agreed to in writing. All persons
9 employed in the performance of such service shall be CITY employees and shall remain
10 under the immediate direction and control of the Chief of Police and not of SCHOOL or
11 any employee thereof. CITY shall pay all wages, benefits, salaries and other amounts
12 due its employees in connection with this Agreement and shall be exclusively responsible
13 for computing, withholding, paying, recording and filing with respect to all obligations for
14 such employees including, but not limited to, social security, income tax withholding,
15 dues, unemployment compensation, and workers' compensation.

16 6. CITY shall submit invoices to SCHOOL on a monthly basis. Such
17 invoices shall include the officers' identification numbers, total hours worked on the
18 project, miles accrued on the vehicles and any explanation for exceptions to the
19 shifts/hours worked. SCHOOL shall pay said invoices within thirty (30) calendar days of
20 receipt.

21 7. Whenever the Long Beach City Council by resolution increases or
22 decreases the salaries of all CITY police officers, the Chief of Police shall make
23 corresponding changes in Exhibit "A" and deliver an amended Exhibit "A" to SCHOOL.
24 The amended Exhibit "A" shall govern this Agreement from the effective date of the
25 salary change. Any other adjustments in budget items shall be presented to SCHOOL by
26 CITY and must be mutually agreed upon in writing by the parties and approved or ratified
27 by the SCHOOL Board of Education to be effective.

28 8. SCHOOL shall defend, indemnify and hold CITY, its officials,

1 employees, and agents harmless from and against all third-party claims, demands,
2 damage, loss, causes of action, liabilities, costs, and expenses, including reasonable
3 attorneys' fees, whether or not reduced to judgment or paid through settlement, arising
4 from or attributable to any act or omission of SCHOOL, its officers, agents, or visitors
5 which is connected in any way with its performance of this Agreement.

6 CITY shall defend, indemnify and hold SCHOOL, its Board Members,
7 officers, employees, and agents harmless from and against all third-party claims,
8 demands, damage, loss, causes of action, liabilities, costs, and expenses, including
9 reasonable attorneys' fees, whether or not reduced to judgment or paid through
10 settlement, arising from or attributable to any act or omission of CITY, its officers, agents,
11 or visitors which is connected in any way with its performance of this Agreement.

12 9. Upon request, CITY and SCHOOL shall furnish to one another proof
13 that each has comprehensive general liability and/or self-insurance. CITY and SCHOOL
14 also agree to maintain programs of insurance, or self-insurance, as required by the State
15 of California, covering workers' compensation benefits payable to their employees injured
16 in the scope of their employment, and shall pay such claims prior to seeking indemnity, if
17 applicable, from each other.

18 10. Any notice required hereunder shall be in writing and personally
19 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed
20 to CITY at 400 West Broadway, Long Beach, California 90802, Attention: Chief of Police,
21 and to SCHOOL at the address first shown herein, Attention: Chief Business and
22 Financial Officer. Notice shall be deemed given on the date delivered or the date
23 deposited in the mail, whichever first occurs.

24 11. Either party shall have the right to terminate this Agreement for any
25 reason or no reason by giving the other party thirty (30) days' prior written notice. In the
26 event of termination, SCHOOL shall pay CITY for services satisfactorily performed up to
27 the effective date of termination for which CITY has not been previously paid.

28 12. Except as provided herein, this Agreement shall not be amended,

1 nor any provision or breach hereof waived, except in writing signed by both parties and
2 which amendment or waiver expressly refers to this Agreement but shall become
3 effective only after it has been approved or ratified by the SCHOOL Board of Education.

4 13. This Agreement constitutes the entire understanding of the parties
5 and supersedes all other agreements, oral or written, with respect to the subject matter
6 herein.

7 14. This Agreement shall be governed by and construed in accordance
8 with the laws of the State of California. CITY and SCHOOL agree that any action shall
9 be filed in the County of Los Angeles, South District.

10 15. This Agreement has been created as a joint effort of the parties and
11 shall not be construed against either party as the drafter.

12 16. All reports, as well as drawings, plans, studies, memoranda, and
13 other documents assembled or prepared by or for, or furnished to SCHOOL in connection
14 with this Agreement shall be the property of SCHOOL, excepting law enforcement
15 records prepared by the Police Department. CITY shall permit the authorized
16 representatives of SCHOOL to inspect and audit all data and records relating to
17 performance under this Agreement, unless otherwise prohibited by law.

18 17. CITY certifies that it has no interest and shall not acquire any
19 interest, direct or indirect, which would conflict in any manner or degree with the
20 performance of services under this Agreement, except as allowed by law. CITY further
21 certifies that in the performance of this Agreement, no person having any such interest
22 shall be employed hereunder.

23 18. In connection with performance of this Agreement and subject to
24 applicable rules and regulations, SCHOOL shall not discriminate against any employee
25 or applicant for employment because of race, religion, national origin, color, age, sex,
26 sexual orientation, gender identity, AIDS, HIV status, handicap or disability. SCHOOL
27 shall ensure that applicants are employed, and that employees are treated fairly during
28 their employment, without regard to these bases. These actions shall include, but not be

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1 limited to, the following: employment, upgrading, demotion or transfer; recruitment or
2 recruitment advertising; layoff or termination; rates of pay or other forms of
3 compensation; and selection for training, including apprenticeship.

4 CITY hereby certifies that in performing work or providing services for
5 SCHOOL, there shall be no discrimination in its hiring or employment practices because
6 of age, sex, race, religious creed, color, ancestry, national origin, physical disability,
7 mental disability, medical condition, marital status, or sexual orientation, except as
8 provided in Section 12940 of the Government Code. CITY shall comply with applicable
9 federal and California anti-discrimination laws, including but not limited to, the California
10 Fair Employment and Housing Act, beginning with Section 12900 of the California
11 Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat.
12 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the
13 regulations of the Department of Education which implement those Acts. CITY agrees to
14 require compliance with this nondiscrimination policy by all subcontractors employed in
15 connection with this Agreement. CITY shall give written notice of its obligations under
16 this section to labor organizations with which they have a collective bargaining or other
17 agreement, if any.

18 19. In case any provision in this Agreement or its Exhibits is invalid,
19 illegal or unenforceable, such provision shall be severable from the remainder of such
20 contract and the validity, legality and enforceability of the remaining provisions shall not in
21 any way be affected or impaired thereby.

22 20. This Agreement may be executed in two (2) or more counterparts,
23 each of which shall be deemed an original but all of which taken together shall constitute
24 one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with all the formalities required by law as of the date first above written.

LONG BEACH UNIFIED SCHOOL DISTRICT,
a California not-for-profit organization

December 19, 2018

By [Signature]
Name Ron Hoppe
Title Purchasing & Contracts Director

_____, 2018

By _____
Name _____
Title _____

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"SCHOOL"

CITY OF LONG BEACH, a municipal
corporation

1/22/19, 2018

By [Signature]
City Manager

"CITY"

This Agreement is approved as to form on January 7, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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EXHIBIT "A"

**Cost of Police Services to the
Long Beach Unified School District
School Resource Officer Program**

(Effective August 29, 2018 - September 30, 2018)

Personnel			Hourly Rate ⁽²⁾	Subtotal
Straight-Time Costs ⁽¹⁾				
80 hours per week for 4 weeks	Police Officer		\$152.85 ⁽³⁾⁽⁴⁾	\$48,913

(Effective October 1, 2018 - June 30, 2019)

Personnel			Hourly Rate ⁽²⁾	Subtotal
Straight-Time Costs ⁽¹⁾				
80 hours per week for 32 weeks	Police Officer		\$159.02 ⁽³⁾⁽⁴⁾	\$407,104

Total Contract Cost \$456,017

LBUSD	75%			\$342,013
City of Long Beach	25%			\$114,004
				<u>\$456,017</u>

* Includes personnel, equipment, & 100% Indirect Cost (including Worker's Comp) Recovery - Total LBUSD cost not to exceed 75% of the total. Technical Service charges are set at the FY19 MOU rate between the Police Department and the Department of Technology & Innovation.

⁽¹⁾ Based on 2 Police Officers, each working 4 ten-hour shifts per week, using the LBUSD calendar.

⁽²⁾ An all-inclusive rate for personnel (with benefits), equipment⁽⁵⁾, & 100% recovery of LBPD's indirect costs. Indirect costs include Worker's Compensation costs for 2 police officers.

⁽³⁾ Salary costs are subject to adjustment with the implementation of future negotiated pay raises and/or increase of benefits.

⁽⁴⁾ Equipment costs are subject to annual cost adjustments.

⁽⁵⁾ LBPD. No Sergeant or J-Cars will be assigned to the SRO Program.