



LBUSD No.: 2875.08
Board Approval Date: 05 NOV 2013
P.O. No.: C 66 232P

33323

AFTER SCHOOL PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made this 6th day of August 2013, between CITY OF LONG BEACH DEPARTMENT OF PARKS, RECREATION AND MARINE, hereinafter called the Contractor, and LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, hereinafter called the District.

PURPOSE

Program funds shall be used by the Contractor to operate an after-school enrichment program at Lee Elementary School. The program will include academic components to promote participating students' achievement, and a range of services and programs to support the mental, physical, social and emotional development of participating students.

SCOPE OF SERVICES

Contractor agrees to operate the **After School Education and Safety** after-school enrichment program in accordance with Exhibit A, and the Policies and Procedures issued by the District, incorporated herein by reference as Exhibit B.

The following describes the services to be provided for the two (2) components of the after-school enrichment program:

- Core Program
 - The Contractor will operate the Core Program on days when school is in session.
 - The Core Program is a three (3) hour program.
 - The Core Program will operate a minimum of three (3) hours per day and remain open until 6:00 p.m., or 6:40 p.m. if the school day ends at 3:40 p.m., on every regular school day.

- Supplemental Program
 - The Contractor may operate the Supplemental Program during school vacations, intercessions, and summer.
 - The Supplemental Program is a three (3) or six (6) hour program. Note: Legislation requires the Contractor obtain prior approval from the California Department of Education to operate a six (6) hour program.
 - The District facilities will be available for the Contractor to run the Supplemental Program between 8:00 a.m. and 3:30 p.m.
 - If the Contractor chooses to run the Supplemental Program over the approved operating time (either three (3) hours or six (6) hours) or beyond 3:30 p.m., the Contractor is required to complete an Application for Permit to Use School Facilities.
 - The Long Beach Unified School District Nutrition Services Branch will provide meals at no charge to the Contractor for each student eligible for free or reduced price meals who participate in the six (6) hour Supplemental Program.
 - The Contractor agrees to pay the District \$1.50 per meal for each student who is not eligible for free or reduced price meals who participate in the six (6) hour Supplemental Program.

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TOTAL FEE AND RATES

The District agrees to pay the Contractor at a rate of SIX DOLLARS and 37.5/100 (\$6.375) per student attendance for the Core Program and three hour Supplemental Program, and TWELVE DOLLARS and 75/100 (\$12.75) per student attendance for the six hour Supplemental Program.

Total amount to be paid to the Contractor not to exceed **ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$170,500.00)** for services performed. Maximum amount to be paid for the Core Program is \$151,375.00 and the maximum amount to be paid for the Supplemental Program is \$19,125.00.

Contractor will receive fifteen percent (15%) of the total amount of the agreement for start up expenses on the initial invoice. Subsequent payments will be billed monthly based on attendance. Contractor must have invoiced 60% of the total agreement amount by February 14, 2014. The District reserves the right to reduce ten percent (10%) of the total agreement amount if such expenses are not billed by February 14, 2014.

Contractor must submit monthly attendance reports, Program Coordinator logs, invoices, and monthly program expenditures by the 7th of the month in order for invoices to be processed in a timely manner. Within one month after the start of the after school program, enrollment needs to be at 75% with a goal of 100% by November 8, 2013.

Final expenditures should be submitted to the District within 20 days after June 30, 2014 or after the termination date, with no carryover amounts allowed. Any monies received by Contractor that has not been spent by June 30, 2014 must be returned to the District immediately after the final expenditures report but no later than September 15, 2014.

All final invoices, inventories, and expense reports will be submitted by the Contractor within 30 days after the close of the agreement. During the 30-day close of the program, the District's After School Program staff and the Contractor will do inventory.

TERM

The effective time period of this agreement is **July 1, 2013** through **June 30, 2014**. This agreement validity is dependent upon final funding from the California Department of Education (CDE).

TERMINATION

This agreement may be terminated by either party at any time upon fourteen (14) calendar days prior written notice.

BUDGET CONTINGENCY

It is mutually agreed that if sufficient funds are not appropriated for the program in the current year budget and/or subsequent years covered under this agreement, then this agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this agreement, and the Contractor shall not be obligated to perform any provisions of this agreement.

AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing the agreement. Within ninety (90) days of termination of services at any site, Contractor agrees to turn over all relevant records from program operations to the District, including, but not limited to, attendance records, accounting documents, cancelled checks, and expense receipts.

The Contractor shall make said evidence available to the District at all reasonable times and without charge to the District. Said material shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its suppliers shall keep and preserve all such records for a period of no less than five (5) years, and in no event for a period shorter than required by the funding grant, from and after final payment or termination of this agreement. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this agreement until such evidence/documents are provided to the District.

NOTICES

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) e-mail, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested. 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 and Marine
2760 N. Studebaker Rd.
Long Beach, CA 90815
Attn.: Bob Livingstone
Telephone: 562-570-3231
Facsimile: 562-570-8692

RESPONSIBILITY

The work will be performed by the Contractor under the direction of the Director of Special Projects, for the District.

ASSIGNMENT OR TRANSFER

Neither this agreement, nor any portion hereof, or interest herein shall be assigned or transferred by either party.

INSURANCE

As a material condition of this agreement, the Contractor shall maintain at its sole expense, for the duration of this Agreement and if applicable throughout the close-out period of all program activities, a program of insurance or self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with its performance or non-performance pertaining to this Agreement. The Contractor shall name the District as additional insured and shall reference this Agreement. The Contractor shall furnish the District with satisfactory written evidence of insurance for the services provided herein, and the additional insured endorsement prior to commencement of this agreement. Each insurance policy or self-insurance program required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice. Each insurance policy shall be provided by an insurance organization acceptable to the District with a rating of at least A or better and authorized by the California Insurance Commissioner to transact insurance business in the State of California.

Minimum Scope and Limits of Insurance and/or Self-Insurance:

General Liability Coverage for injury, damage, or loss, including, but not limited to, premises and operations, contractual liability, independent contractors, personal injury, and professional liability for errors and omissions, with limits of not less than the following:

- General Aggregate: two million dollars (\$2,000,000.00)
- Products/Completed Operations Aggregate: one million dollars (\$1,000,000.00)
- Personal and Advertising Injury: one million dollars (\$1,000,000.00)
- Each Occurrence: one million dollars (\$1,000,000.00)

If coverage is written on claims made form, such coverage shall be endorsed to provide an extended period of not less than one year following the termination of this Contract.

Comprehensive Auto Liability insurance which shall be endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence.

Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability coverage with limits of not less than the following:

- Each accident: one million dollars (\$1,000,000.00)
- Disease - policy limit: one million dollars (\$1,000,000.00)
- Disease - each employee: one million dollars (\$1,000,000.00)

The Contractor agrees to provide Workers' Compensation Insurance covering services to be provided by Contractor under this agreement, or to self-insure such services.

INDEMNIFICATION

Contractor agrees to hold harmless and indemnify the District, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder, and Contractor agrees to defend any and all actions, suits or other legal proceedings, at Contractor's own expense, cost and risk, that may be brought or instituted against the District, its officers, agents and employees, on any such claim or demand, and pay or satisfy any final judgment or award against the District, its officers, agents or employees in any such action, suit or legal proceeding.

District agrees to hold harmless and indemnify the Contractor, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of willful misconduct or negligence by District hereunder.

EQUIPMENT

Contractor acknowledges that all equipment necessary for the program will be purchased by the District from grant proceeds. District shall maintain title to all equipment purchased for the program.

IN-KIND CONTRIBUTION

The Contractor agrees that in-kind contribution to the program is integral to the on-going success of the program. The Contractor agrees to contribute 15% to the program during the term of this agreement. In-kind contributions shall be demonstrated in an In-Kind Financial Budget report to be submitted to the District on an annual basis.

REPORTING REQUIREMENTS

The Contractor shall submit to District all financial documents including a written budget of estimated expenses for each program site at the beginning of the district's fiscal year and statistical and narrative reports required by District, as further outlined in Exhibit A. At a minimum, Contractor agrees to submit the following reports: program budget for the term of this agreement, to be submitted within thirty days of the commencement of services; year end accounting reconciliation, to be submitted by September 1st of each program year; State and Federal evaluation templates; and attendance track records. All such reports shall be submitted on a timely basis. Long Beach Unified School District reserves the right to place additional reporting requirements on the Contractor as appropriate.

NO THIRD PARTY OBLIGATIONS

The execution and delivery of this agreement shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

CHANGES TO THE AGREEMENT

This agreement represents the entire agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended or modified only by an amendment in writing signed by both parties.

DISPUTES

All legal claims must be mediated in the County of Los Angeles within the State of California.

In the event of a dispute or claim arising out of or relating to the agreement, both parties agree to engage in mediation prior to seeking any legal relief.

If either party brings an action or proceeding in order to enforce the provisions of this agreement, each party shall bear the cost of its own attorney's fees.

GOVERNING LAW

This agreement shall be governed by the laws of the State of California both as to interpretation and performance.

FINGERPRINT REQUIREMENTS

During the entire term of this Agreement, the Contractor shall fully comply with the provisions of Education Code 45125.1 (Fingerprint Requirements).

COMPLIANCE

The Contractor shall conduct the program in compliance with all current and applicable laws and regulations. The Contractor shall also execute activities and expend resources in conformity with the guidelines in the Grant.

INTERPRETATION

Should interpretation of this agreement, or any portion thereof, be necessary, it is deemed that this agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the agreement or caused it to be prepared. The captions and headings of the various sections of the agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

INDEPENDENT CONTRACTOR

This agreement is by and between Long Beach Unified School District and Contractor and is not intended, and shall not be construed by the aforementioned parties or any third parties, to create the relationship of principal or agent, officer, employee, partnership, joint venture or any other business or legal association Long Beach Unified School District and Contractor. Contractor understands and agrees that all persons furnishing services on behalf of Contractor pursuant to this agreement are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of Long Beach Unified School District. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf on Contractor pursuant to this agreement.

EDUCATION CODE

In accordance with Education Code Section 17604, this agreement 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 respective agencies.

**CITY OF LONG BEACH
DEPARTMENT OF PARKS, RECREATION
AND MARINE**

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

By *SWM* Assistant City Manager
Print Name Patrick H. West
Title City Manager
Date 10.15.13
Phone 562-570-6916
Fax 562-570-7650
Tax ID# [REDACTED]
E-Mail patrick.west@longbeach.gov

By *Barrick L. Bartlett*
Barrick L. Bartlett
Purchasing and Contracts Director
Date 11/4/13

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
Sept-26, 2013
CHARLES PARKIN, City Attorney
By *Gary J. Anderson*
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

EXHIBIT A

Scope of Work

The Contractor and the Long Beach Unified School District agree to collaborate to provide an after-school program.

The Contractor agrees to the following:

- To adhere to all terms and conditions of the Long Beach WRAP Policy and Procedures Manual, including subsequent revisions and additions.
- To employ a Coordinator (1 for every 4 sites) to supervise their respective Site Directors, and to coordinate their respective after-school programs between the school and the Site Director;
- To notify the staff at the school and District After-School Program Office immediately of any changes in the after-school program staff.
- After-school program staff will hold at least three emergency drills. (Fire, Earthquake and Lock-Down Drills)
- In the event an emergency occurs after the school office is closed, or during a period when the Contractor is hosting a special event, Site Directors will employ agreed-upon emergency and/or evacuation procedures. Site Directors must have student identification information, including emergency contact telephone numbers, to be able to notify parents, police, medical support, etc.
- Site Directors will work with school Principals to coordinate services with other established programs, such as after-school interventions, other agency programs/projects, etc., and to provide aligned services that meet the needs of the school.
- Principals and Site Directors shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served. Site Directors, Program Coordinators, and Principals will meet at least monthly to monitor program activities, attendance goals, and other plan components. Site Directors will notify Principals when the attendance drops below goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment.
- Site Directors will maintain a waiting list of students to ensure that vacancies are filled as soon as they occur.
- After-school program staff will follow the dress code and management standards established by the school, regarding personal use of cell phones, headsets, recording/listening devices, etc., during program hours.
- Site Director and Principal will meet to agree which classrooms and school site facilities will be used for the after school program.
- After-school program staff shall ensure that classrooms, workspaces, storage areas, and other facilities used for the after-school program be left clean and tidy.
- After-school programs will be open every day during the regular school calendar year.

The Long Beach Unified School District agrees to the following:

- Principals will notify the Site Director of any pending emergency drills so that available after-school program staff can participate. Principals will attempt to have at least one drill be held before the close of school with the after-school program staff.
- The school will provide Site Directors with student identification information, including emergency contact telephone numbers, to be able to notify parents, police, medical support, etc.
- The school reserves the right to make recommendations for appropriate placements for students and will work with Site Directors to coordinate services with other established programs, such as after-school interventions, other agency programs/projects, etc., and to provide aligned services that meet the needs of the school.
- Principals and Site Directors shall cooperate in the recruiting and retaining of students to achieve the number of students budgeted to be served. Site Directors, Program Coordinators, and Principals will meet at least monthly to monitor program activities, attendance goals, and other plan components. Site Directors will notify Principals when the attendance drops below goal number of students to be served, and together they shall develop a written plan for increasing and maintaining enrollment.
- Site Director and Principal will meet to agree which classrooms and school site facilities will be used for the after school program.
- The school site Principal reserves the right to review the performance of the after-school program staff and make recommendations for changes as he/she sees fit.

EXHIBIT B

Policies and Procedures

The Long Beach Unified School District WRAP After-School Policies and Procedures Manual is on file and can be requested at:

Tucker Administrative Office
WRAP Office, Room 8
2221 Argonne Ave.
Long Beach, CA 90815
562-498-2324