

1 AGREEMENT

2 31017

3 THIS AGREEMENT is made and entered, in duplicate, as of SEPTEMBER
4 25, 2008 for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting held on December 9, 2008, by and
6 between VOHNE LICHE KENNELS CANINE SECURITY, LLC, a business ("LICHE"),
7 and THE CITY OF LONG BEACH ("City").

8 WHEREAS, the Long Beach Police Department ("LBPD") performs
9 specialized canine training requiring unique skills; and

10 WHEREAS, LICHE requires the type of canine training performed by LBPD
11 and desires to retain LBPD to provide training; and

12 WHEREAS, LBPD is willing and able to perform said training for LICHE on
13 the terms herein;

14 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
15 conditions in this Agreement, the parties agree as follows:

16 SECTION 1. Recitals.

17 LBPD shall furnish canine training to LICHE in accordance with the
18 standards of the profession and as set forth in Appendix "A" attached hereto and
19 incorporated herein by this reference.

20 SECTION 2. Services and Fees.

21 A. It is agreed between the parties that LBPD shall provide
22 LICHE with one (1) full-time, Long Beach Police Officer, who will provide canine
23 training services. LICHE agrees to reimburse LBPD for all costs, including the
24 overtime rate with Medicare for the use of the LBPD employee and the officer's
25 assigned vehicle, as set forth in Appendix "A."

26 B. LICHE has the option of providing a vehicle for the officer to
27 use while performing his duties or the officer can use his current City of Long
28 Beach Police Department vehicle. Costs for this vehicle are incorporated into the

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1 indirect costs component of Attachment A.

2 C. LICHE will ensure a set of canine kennels will be constructed
3 at the Long Beach Training Academy. LICHE shall have full access and use of
4 said kennels during the term. At the conclusion of the training or term, whichever
5 occurs first, the CITY shall become rightful owner of said canine kennels at no cost
6 to the CITY.

7 D. LICHE will provide technologies deemed appropriate for local
8 use by the LBPDP. At the conclusion of the training or term, whichever occurs first,
9 the CITY shall retain these technologies at no cost to the CITY.

10 E. LICHE will make available to the LBPDP, on a case-by-case
11 basis, relevant training as is mutually agreeable to both parties

12 F. CITY shall provide LICHE with space at the Long Beach
13 Training Academy to accommodate the construction of their kennels and the
14 boarding of their canines.

15 G. LICHE will have the ultimate responsibility for the care and
16 feeding of their canines at the kennel facility, as well as the cleanliness of the
17 kennel. It is understood that this service will be performed by the Long Beach
18 Police Officer assigned to this position.

19 H. LBPDP will assist LICHE with staffing for this program as well
20 as training assistants as needed and upon request and approval. These services
21 will be reimbursed at the individuals' overtime rate.

22 I. The CITY will provide the use of training resources (e.g.
23 helicopter and boats) on an as available basis and at a mutually agreed upon rate.

24 SECTION 3. Term.

25 The term of this Agreement shall be for one (1) year from the date of
26 signing. The parties agree there will be an annual option to renew this agreement at one
27 (1) year increments. All options to renew must be in writing, signed by both parties.

28 It is further agreed LICHE shall reimburse CITY for all costs, including

1 indirect costs, up to \$250,000.00 annually for training services related to this agreement.

2 SECTION 4. Notification.

3 Any notification to be given hereunder by the CITY to LICHE shall be given
4 to KENNETH LICKLIDER. Any notification to be given hereunder by LICHE to the CITY
5 shall be given to the Long Beach Chief of Police, or his designee.

6 reimbursement.

7 *please A(1)* LICHE will reimburse the CITY for the use of a Long Beach
8 *in* thly basis by wire transfer, which will be arranged prior to
9 eement.

10 B. The rate of reimbursement will be at the Contract Overtime
11 Rate, including Medicare, for the Officer. This rate includes the cost of back-filling
12 the officer's position plus equipment, vehicle and administrative overhead (indirect
13 costs). The specific rates, including any anticipated pay raises, are provided in
14 Attachment A.

15 C. Reimbursement under the term of this agreement covers 2088
16 hours of service by the Long Beach Police Officer assigned under this agreement.
17 Additionally, up to 20 hours of overtime per week, or 1044 hours per year, may be
18 available for use to provide additional resources to LICHE when mutually
19 agreeable. Work schedules, holidays, vacations, training and service-related
20 travel time for the Officer, will be a matter resolved between LICHE and the
21 Officer.

22 D. The Long Beach Police Officer assigned under this agreement
23 will be covered by the City medical plan throughout the term.

24 SECTION 6. Waiver.

25 A. LICHE hereby assumes full responsibility and liability for any
26 risk of bodily injury, death, or property damage arising out of and damages,
27 injuries, or deaths to LICHE resulting from the services to be performed herein by
28 LICHE.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

VOHNE LICHE KENNELS CANINE SECURITY, LLC

1/15, 2009

By [Signature]
PRESIDENT
Kenneth D. LICKLIDER
Type or Print Name

"Liche"

CITY OF LONG BEACH, a municipal corporation

Feb 2, 2009

By [Signature] Assistant City Manager
PATRICK H. WEST
City Manager

"City"

This Agreement is approved as to form on January 27, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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OFFICIAL RECORD
RECORDED 3/1 6
188 CITY CHARTER

**Attachment A
Explanation of Costs**

Item	Hourly Rate	Approx. Monthly Rate	Approx. Annual Rate
Officer OT Rate (2,088 annual OT hours; Rate Calculated based on hourly overtime rate plus Medicare)	\$64.914	\$11,295	\$135,540
Indirect Costs (Unit indirect cost rate [equipment, vehicle, admin.] based on 2,088 annual hours)	\$8.794	\$1,530	\$18,362
CONTRACT OVERTIME RATE (for 2,088 hours)	\$73.708	\$12,825	\$153,902
Additional OT Hours, as needed (1,044 annual OT hours; Rate Calculated based on hourly overtime Rate plus Medicare)	\$64.914	\$5,648	\$67,770
Indirect Costs (Unit indirect cost rate [equipment, vehicle, admin.] based on 1,044 annual hours)	\$8.794	\$765	\$9,180
CONTRACT OVERTIME RATE (for 1,044 hours)	\$73.708	\$6,413	\$76,951
Training Equipment / Reimbursable Resources	Use of additional CITY resources (e.g. helicopters, boats, etc.) reimbursable at a mutually agreeable rate not to exceed \$19,147		\$19,147
Total Contract			\$250,000

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