

AGREEMENT FOR LAW ENFORCEMENT SERVICES

36441

THIS AGREEMENT is made and entered into, in duplicate, as of October 6, 2022, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on October 4, 2022, by and between the CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH COMMUNITY COLLEGE DISTRICT, a public community college district (hereinafter "DISTRICT"), whose business is located at 4901 East Carson Street, Long Beach, California 90808, and collectively hereinafter referred to as the "PARTY" or "PARTIES".

WHEREAS, because of the difficulty in recruiting and retaining qualified police and safety personnel, the DISTRICT does not have the ability to provide the full range of police/security services provided by a full-service police department, such as the Long Beach Police Department (LBPd); and

WHEREAS, the necessary expert law enforcement/police/security services, knowledge, experience, and ability are not available through the DISTRICT, and the DISTRICT is not able to hire and retain sufficient police officers and safety personnel with the required knowledge, experience, and abilities; and

WHEREAS, the CITY and LBPd have demonstrated to the DISTRICT that they have the necessary expert knowledge, experience, and ability to render highly specialized technical services that are not available through the DISTRICT; and

WHEREAS, the CITY and LBPd are willing and able to provide the DISTRICT with law enforcement/police/security services to address crime issues, including those requiring highly specialized or technical knowledge and experience, and to promote safety within the community, including, but not limited to, crime lab services, detectives investigations, SWAT detectives, K-9 services, helicopter support services, intelligence services, community relations services, and peer support teams; and

WHEREAS, the CITY will provide equipment, materials, facilities, and support services that are not feasibly available through the DISTRICT; and

1 WHEREAS, the DISTRICT intends to contract with the CITY for law
2 enforcement/police/security services to be provided by the LBPB at both the Pacific
3 Coast (PCC) and Liberal Arts (LAC) campuses, as well as other DISTRICT facilities
4 which are owned, operated, maintained, controlled, or administered by the DISTRICT;
5 and

6 WHEREAS, criminal incidents involving the violation of the personal health,
7 safety, and welfare of persons and property occurring in or around the DISTRICT
8 campuses and facilities are a concern of the Long Beach community; and

9 WHEREAS, the CITY intends to enhance and promote perceptions of
10 personal safety to the community as a whole; and

11 WHEREAS, contracting with the CITY will avoid duplication of
12 administrative personnel, and provide the DISTRICT with specialized law
13 enforcement/police/security services in the areas of supervision, personnel, records, and
14 labor issues; and

15 WHEREAS, costs of the LBPB police/security services provide herein,
16 including the salary and benefits of the sworn and civilian staff, their equipment, and an
17 overtime contingency, will be provided or reimbursed by the DISTRICT; and

18 WHEREAS, as a result of the foregoing, the authority for the DISTRICT to
19 enter into a contract with the CITY for the performance of municipal police and security
20 services by the CITY and LBPB is granted by Government Code §55631;

21 NOW, THEREFORE, in consideration of the above premises and mutual
22 terms and conditions herein, the PARTIES agree as follows:

23 Section 1. The CITY shall, through the LBPB, provide law
24 enforcement/police/security protection for the DISTRICT's campuses and facilities,
25 employees, students, visitors, equipment, and activities. Except as otherwise herein
26 specifically set forth, such service shall encompass duties and functions of the type
27 coming within the jurisdiction of and customarily rendered by the LBPB under the Charter
28 of the CITY, the Long Beach Municipal Code, rules, and regulations, and statutes of the

1 State of California.

2 Section 2. Law enforcement/police/security protection, as set forth in
3 Section 1, shall include, but not be limited to; the following types of services:

4 A. Maintaining security for the purpose of protecting the health,
5 safety, and welfare of DISTRICT students, faculty, employees, and visitors;

6 B. Maintaining security of DISTRICT buildings, equipment,
7 facilities, parking lots, and property;

8 C. Responding to calls for service, investigating injuries and
9 accidents, interviewing victims, complainants, and witnesses; writing reports, and
10 submitting copies of such reports to the DISTRICT;

11 D. Enforcing State statutes, municipal ordinances of the CITY
12 and DISTRICT policies;

13 E. Providing security and maintaining order at meetings,
14 hearings, rallies, and other gatherings;

15 F. Patrolling on foot as well as in patrol cars campus grounds,
16 buildings, facilities, and parking lots with the intent of being visible, engaging and
17 accessible to students;

18 G. Increased field support the first two weeks of every semester;

19 H. Observing and reporting public safety problems, safety,
20 hazards, other matters needing further attention by the DISTRICT, including
21 responding to incidents and preparing appropriate reports and submittal of such
22 reports to the appropriate DISTRICT personnel;

23 I. Rendering aid to students, faculty, and visitors, including
24 vehicle jump starts and retrieval of keys locked in vehicles by means of equipment
25 provided and maintained by the DISTRICT;

26 J. Providing safety escorts upon request for students, faculty,
27 employees, and visitors;

28 K. Participating in administrative hearings as directed by the

1 DISTRICT;

2 L. Providing information as requested by the Dean of Student
3 Affairs regarding reported incidents of student misconduct for the DISTRICT's
4 utilization in student disciplinary and due process hearings;

5 M. Receiving, investigating, and responding to citizen complaints;

6 N. Enforcing parking regulations and issuing citations, as
7 directed by the DISTRICT;

8 O. Impounding vehicles and abandoned bicycles;

9 P. Providing crime statistics and maintaining compliance with the
10 Cleary Act and present an annual report to the Board of Trustees on the crime
11 statistics;

12 Q. Coordinating with DISTRICT personnel to provide
13 educationally appropriate experiences for student assistants within the DISTRICT
14 program;

15 R. Maintaining required training and qualification requirements,
16 including but not limited to, First Aid, CPR, and AED certification;

17 S. Assisting with DISTRICT emergency planning and
18 preparedness, and serving as first responders to any emergency; and

19 T. The District shall create a Diversity, Equity, and Inclusion
20 (DEI) training curriculum that is in alignment with the police department's current
21 training as determined by the police department. Officers will attend the District-
22 sponsored DEI training annually or as provided by the District.

23 U. CITY will direct police department employees to maximize the
24 time spent outside of their motorized vehicles with the purpose of engaging and
25 assisting District students, faculty, and staff, while prioritizing protection for the
26 DISTRICT's campuses and facilities, employees, students, visitors, equipment,
27 and activities.

28 V. CITY will make every effort to minimize the deployment of

1 safety patrol vehicles in campus locations with high pedestrian traffic unless
2 necessary for operational purposes or to support prioritizing protection for the
3 DISTRICT's campuses and facilities, employees, students, visitors, equipment,
4 and activities.

5 W. All Special Service Officers (SSO) assigned to the District
6 shall be PC 832 certified through the State of California Commission on Peace
7 Officer Standards and Training (POST) and receive appropriate training to support
8 this certification.

9 X. CITY will work toward equipping all officers assigned to the
10 District with body-worn cameras in accordance with the anticipated department-
11 wide implementation of the body-worn camera program.

12 Section 3. This Agreement shall commence on October 1, 2022 and
13 continue for a one-year period, through and including September 30, 2023. The term of
14 this agreement shall be subject to early termination pursuant to the provisions of Section
15 18 below.

16 Section 4. Subject to the conditions as set forth herein, the CITY shall
17 provide a unit of four (4) Police Officers with Peace Officer Standards Training (P.O.S.T.)
18 II certification and twelve (12) Special Services Officers (III), and one (1) Special Services
19 Officer (IV) to patrol the PCC and LAC campuses, and other DISTRICT facilities or
20 activities located within the CITY of Long Beach on seven (7) day per week, twenty-four
21 (24) hour per day basis. The LBPD shall increase the scheduling of motor support the
22 first two weeks of every semester. In addition, the CITY shall provide one (1) Public
23 Safety Dispatcher to be located at the CITY's communications center. The LBPD Chief
24 of Police, or his designee, shall from time to time, prepare and implement shift, daily,
25 weekly and monthly schedules of the deployment of Police Officers and Special Services
26 Officers. The scheduled utilization shall remain within the budget as provided in Exhibit
27 "A" and incorporated herein by this reference. This does not constitute a "constant
28 manning" budget. The personnel described above represent the total number of Police

1 and Special Services Officers available to the DISTRICT.

2 The PARTIES agree that the CITY will not be required to use personnel
3 from other locations to fill vacancies caused by short term absences for reasons,
4 including but not limited to training, sick leave, and/or vacation, except that (1) if the
5 absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or (2)
6 if the training is non-reimbursable to the CITY and is elective training, the CITY shall
7 provide personnel to fill the vacancy for the duration of the short term absence, or shall
8 provide a credit for the absence, as agreed to, upon discussion between the PARTIES.

9 The DISTRICT and the CITY agree that short term absences, except for the
10 reimbursable P.O.S.T. mandated training and the elective training set forth above, will be
11 staffed on an overtime basis whenever such staffing is mutually agreed upon by the CITY
12 and the DISTRICT. On a monthly basis, the CITY shall provide to the DISTRICT a
13 written report identifying the schedules of the deployment of Police Officers and Special
14 Services Officers. The CITY shall also provide the DISTRICT with such crime reporting
15 information necessary to comply with federal reporting requirements of the DISTRICT.
16 DISTRICT shall have the right to participate in the selection process of personnel
17 assigned to the DISTRICT. If the DISTRICT is dissatisfied with the services rendered by
18 an individual, the DISTRICT will issue a written request to the CITY. The DISTRICT shall
19 have the right to approve the proposed substitute person in the DISTRICT's reasonable
20 discretion.

21 Section 5. Subject to the conditions as set forth herein, the CITY shall
22 provide the services of a sworn police Lieutenant to perform duties including, but not
23 limited to, the following: (1) working with the DISTRICT staff on a continuous basis to
24 develop program goals and objectives and developing strategies with assigned officers to
25 implement same; (2) reviewing activity logs to identify problems and developing
26 programs for officers to meet specific target goals including, but not limited to,
27 intelligence, undercover activities, staff and student safety, graffiti abatement strategies,
28 parking enforcement, and other needs identified by the DISTRICT; (3) meeting no less

1 than monthly with the DISTRICT's designated contract liaison to review prior activities
2 and develop plans for the next month; (4) organizing and implementing training programs
3 for assigned officers as well as other sworn officers who might be assigned on a
4 temporary basis to the DISTRICT; and (5) developing plans to address the unique needs
5 of a community college, including protection of expressive rights and assembly.

6 The Lieutenant shall devote no less than one hundred sixty (160) hours per
7 month in connection with the performance of the above-described duties. The schedule
8 utilizations shall remain within the budget as provided in Exhibit "A" and incorporated
9 herein by this reference. This does not constitute a "constant manning budget." The
10 Lieutenant described above represents the total number of Lieutenants available to the
11 DISTRICT. The PARTIES agree that the CITY will not be required to use personnel from
12 other locations to fill any vacancy caused by the Lieutenant's short term absences for
13 reasons, including, but not limited to training, sick leave, and/or vacation, except that (1) if
14 the absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or
15 (2) if the training is non-reimbursable to the CITY and is elective training, the CITY shall
16 provide personnel to fill the vacancy for the duration of the short term absence, or shall
17 provide a credit for the absence, as agreed to upon discussion between the PARTIES.
18 Short term absences for these purposes shall be defined as less than ten (10) working
19 days. The DISTRICT and the CITY agree that short term absences, except for the
20 reimbursable P.O.S.T. mandated training and the elective training set forth above, will be
21 staffed on a regular-time basis whenever such staffing is mutually agreed upon by the
22 CITY and the DISTRICT.

23 Section 6. In the event of a dispute between the PARTIES as to the
24 extent of the duties and functions to be rendered hereunder, or the minimum level or
25 manner of performance of such services including, but not limited to, situations where (1)
26 a criminal offense has been committed in an officer's presence; (2) there is a citizen or
27 officer in distress; and/or (3) there is an emergency requiring deployment of all available
28 sworn officers, the determination shall be made by the LBPD Chief of Police and shall be

1 final and conclusive. On a monthly basis, the LBPD Chief of Police or designee shall
2 provide the DISTRICT with a report describing the level of services provided during the
3 preceding month. The PARTIES agree that the Superintendent-President or designee of
4 the DISTRICT and the Chief of Police of the CITY shall have the authority to contact each
5 other to discuss concerns they have regarding any issues that arise under this
6 Agreement.

7 Section 7. CITY employees shall remain under the immediate direction
8 and control of the LBPD Chief of Police and not of the DISTRICT or any officer or
9 employee thereof. No person employed by the CITY to perform any of the duties set
10 forth in this Agreement shall, under any circumstances, be considered an agent or
11 employee of the DISTRICT. The CITY shall pay all wages, salaries and other amounts
12 due its employees in connection with this Agreement and shall be responsible for all
13 reports and obligations for such employees including, but not limited to, retirement
14 contributions, deferred compensation contributions, social security, income tax
15 withholding, unemployment compensation, and Workers' Compensation. The CITY
16 assumes all responsibility for all services provided pursuant to the Agreement, standards
17 of performance of its employees, discipline of officers, Special Services Officers, and
18 personnel, and other matters incident to the performance thereof.

19 Section 8. For valuable consideration as described in Exhibit "A", the
20 CITY shall provide:

21 A. Four (4) patrol vehicles clearly marked "Long Beach Police"
22 and equipped with the standard equipment required by the LBPD including MDC's,
23 fixed radio, black and white paint, light bar and control head, shotgun rack, and
24 identifying markings. Said vehicles shall be in such condition, both in appearance
25 and mechanical, as the average condition of patrol vehicles regularly used by the
26 CITY, and shall meet LBPD fleet standards. CITY shall provide all maintenance,
27 fuel, repair and replacement of vehicles. The CITY shall invoice the DISTRICT on
28 a monthly basis a charge for fleet services encompassing all of the above

1 mentioned expenses. When vehicles require replacement, the CITY shall replace
2 the vehicle per the CITY's customary practice or policy.

3 B. Nineteen (19) hand-held radios.

4 C. All patrol cars and equipment of the CITY shall remain under
5 the immediate direction and control of the LBPB and not of the DISTRICT or any
6 officer or employee thereof.

7 D. All materials and equipment, with the exception of police
8 radios and vehicle computers, purchased by the CITY and reimbursed by the
9 DISTRICT shall become the property of the DISTRICT and shall be delivered to
10 the DISTRICT (together with any documentation evidencing title thereto) upon the
11 expiration or termination of this Agreement. The DISTRICT shall have the option
12 of selling said equipment back to the CITY at its fair market value upon the
13 expiration or termination of this Agreement. Police radios and vehicle computers
14 will remain the possession of the CITY and the DISTRICT shall be reimbursed for
15 the fair market value of this equipment.

16 E. Except as otherwise specifically provided herein, the CITY
17 shall provide all necessary labor, supervision, equipment, communication facilities,
18 and supplies necessary to maintain the agreed upon level of service to be
19 provided hereunder.

20 Section 9. The DISTRICT shall provide the CITY with:

21 A. Facilities at the Liberal Arts Campus, which shall include
22 workspace, data links, lockers and restroom facilities for both men and women,
23 computers compatible with LBPB software and such other tools, equipment, and
24 services as are necessary to perform the services agreed to, including, but not
25 limited to, custodial services, utilities, installation and maintenance of a T1 line,
26 televisions, DVD players and closed circuit (Cable) television. Acceptance of the
27 facilities shall be subject to the review and approval of the LBPB Police Chief or
28 his designee, and such acceptance shall not be unreasonably withheld. However,

1 additional modification to the facilities shall be subject to mutual agreement of the
2 DISTRICT and the CITY.

3 B. Four (4) telephone lines to the communication center to
4 establish a Virtual Private Network (VPN) connection.

5 Section 10. With the exception of Indirect Costs, discussed in Section 11
6 F "A", attached hereto and incorporated herein by this reference, represents the
7 maximum costs, expenses, and overtime allotment associated with the implementation of
8 the police/security/law enforcement services that are the subject of this Agreement. No
9 costs not specifically set forth in Exhibit "A" may be billed to the DISTRICT by the CITY
10 without the DISTRICT's expressed written consent. The CITY shall bill the DISTRICT for
11 its actual costs, within the maximums set forth in Exhibit "A" and in accordance with
12 Sections 11 and 17. The DISTRICT shall reimburse the CITY as set forth in Section 17.
13 Adjustments to Exhibit "A" may only be made in accordance with the provisions of
14 Section 17 hereunder or by mutual agreement of the PARTIES.

15 Whenever the CITY utilizes additional CITY personnel, equipment, or
16 resources not referenced in Exhibit "A" for the purpose of carrying out the
17 police/security/law enforcement services to be performed under this Agreement (i.e.
18 investigation of or processing of a crime uncovered by CITY personnel, or CITY requests
19 use of additional support, or crime lab services), the costs of such personnel, equipment
20 or resources shall be borne by the CITY, unless otherwise agreed to, in writing, by the
21 DISTRICT. Whenever the DISTRICT requests, in writing, additional services outside the
22 scope of the types of services enumerated in Section 2 herein, or requests, in writing,
23 that the CITY utilize an additional CITY personnel, equipment, or resources not
24 referenced in Exhibit "A" (i.e. DISTRICT requests that the CITY provide detectives to
25 conduct a special investigation for the DISTRICT), the cost of such personnel, equipment
26 or resources shall be borne by the DISTRICT out of the overtime budget at regular-time
27 rates. However, resources such as SWAT, detectives, K-9, and helicopter shall be made
28 available to the DISTRICT at no charge.

Overtime usage shall not exceed the agreed upon overtime budget set forth in Exhibit "A," except when overtime labor is used to replace full time positions due to long term vacancies. In this event, straight time costs will be reduced to account for the increase in overtime with the intent of remaining within the overall agreed annual budget. The PARTIES shall periodically meet to review overtime usage.

Section 11. The DISTRICT agrees to reimburse the CITY for actual and indirect costs incurred in servicing this contract, as summarized in Exhibit "A" to this Agreement.

Section 12. The CITY shall submit invoices to the DISTRICT on a monthly basis. Such invoices shall include the peace officer's and/or Special Services Officer's identification number, total hours worked, and any explanation for exceptions to the shifts/hours worked. CITY shall provide supporting documentation for all requested authorized reimbursable expenses and such documentation shall be attached to the invoice when submitted. In accordance with the Agreement, the CITY shall provide patrol and supervisory services to ensure coverage seven (7) days a week, twenty-four (24) hours a day with an increase in coverage the first two (2) weeks of each semester. The DISTRICT shall pay said invoices within forty-five (45) days of receipt.

Section 13. The DISTRICT shall defend, indemnify and hold CITY, its officers, employees, and agents harmless from and against all claims, demands, damage, loss, causes of action, liabilities, costs, and expenses, including reasonable attorneys' fees, whether or not reduced to judgment or paid through settlement, arising from or attributable to any act or omission of the DISTRICT, its officers, agents, employees, or visitors which is connected in any way with its performance of this Agreement specifically including, but not limited to, any dispute which may arise between DISTRICT employees, and/or employee organizations.

Section 14. The CITY shall defend, indemnify and hold DISTRICT, its Board of Trustees, officers, employees, sub consultants and agents harmless from and against all claims, demands, damage, loss, causes of action, liabilities, costs, and

1 expenses, including reasonable attorneys' fees, whether or not reduced to judgment or
2 paid through settlement, arising from or attributable to any act or omission of the CITY, its
3 officers, employees, agents or visitors which is connected in any way with its
4 performance of this Agreement. The CITY exclusively assumes responsibility for acts of
5 its employees or agents as they relate to the services to be provided during the course
6 and scope of their employment. The CITY, its agents, and employees are not considered
7 in any manner to the DISTRICT employees.

8 Section 15. The indemnification clauses set forth in Sections 13 and 14
9 shall survive termination of the Agreement and shall not be limited to the availability or
10 collectability of insurance coverage. By providing for indemnification by and among the
11 PARTIES hereto, as set forth above, it is expressly understood that the provisions of
12 California Government Code §895.2 and §895.6 are not applicable to the Agreement.
13 The provisions of California Civil Code §2778 regarding interpretation of indemnity
14 agreements are made a part hereof as though fully set forth herein.

15 Section 16. Any notice required hereunder shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
17 as follows:

18 If to DISTRICT: Attention: Contracts Management, G-4
19 Long Beach Community College District
20 4901 E. Carson Street
21 Long Beach, California 90808
22
23 With a copy to: Attention: Director, Business Support Services, G-4
24 Long Beach Community College District
25 4901 E. Carson Street
26 Long Beach, California 90808
27
28 If to CITY: Attention: Chief of Police

1 Long Beach Police Department

2 400 W. Broadway

3 Long Beach, California 90802

4 Notice shall be deemed given on the date delivered or the date deposited in the mail,
5 whichever first occurs.

6 Section 17. Whenever the Long Beach City Council by resolution shall
7 change the compensation to the classification of Lieutenant, Police Officer, Special
8 Services Officer and/or Public Safety Dispatcher, the LBPD Chief of Police shall make a
9 corresponding change to Exhibit "A" as provided in Section 10 above and deliver the
10 amended Exhibit "A" to the DISTRICT. The amended Exhibit "A" as provided in Section
11 10 above shall govern this Agreement from the effective date of the salary increase. Any
12 other adjustments to Exhibit "A" expenses shall be presented to the DISTRICT by the
13 CITY and must be mutually agreed upon in writing by the PARTIES to be effective. Prior
14 to the presentation to the Long Beach City Council of any proposed resolution changing
15 the compensation, the CITY shall advise the DISTRICT Superintendent-President or
16 designee regarding any proposed changed.

17 Section 18. Either party shall have the right to terminate this Agreement
18 for any reason, without penalty, by giving the other PARTY sixty (60) days written notice
19 prior to the date of termination. In the event of termination, the DISTRICT shall pay the
20 CITY for services satisfactorily performed up to the effective date of termination for which
21 the CITY has not been previously paid.

22 Section 19. This Agreement shall not be amended, nor any provision or
23 breach hereof waived, except in writing signed by the PARTIES which expressly refers to
24 this Agreement. In signing any such writing, the person signing on behalf of each PARTY
25 hereto shall certify that he/she is authorized by his/her principal to either waive or amend
26 any provision of the Agreement. Clarifications concerning provisions contained within
27 this Agreement may be mutually agreed upon by the PARTIES and reduced to writing in
28 the form of written Amendment executed by the City Manager on behalf of the CITY and

1 Superintendent-President on behalf of the DISTRICT, or their designees.

2 Section 20. This Agreement, including all exhibits attached hereto,
3 constitutes the entire agreement of the PARTIES and supersedes all other agreements,
4 negotiations, or understandings, whether oral or written, with respect to the subject
5 matter contained herein.

6 Section 21. This Agreement shall be governed by and construed in
7 accordance with the laws of the State of California. The CITY and the DISTRICT agree
8 that the courts of the County of Los Angeles shall have exclusive jurisdiction over any
9 litigation between the PARTIES arising from this Agreement.

10 Section 22. The terms of this Agreement have been negotiated between
11 the PARTIES as an arm's length transaction. The language contained in all the parts of
12 the Agreement shall be construed as a whole in accordance with its fair meaning and
13 without regard to California Civil Code §1654 or similar statutes, and neither this
14 Agreement nor any part hereof shall be construed against either PARTY as the drafter.

15 Section 23. All reports as well as drawings, plans, studies, memoranda,
16 and other documents assembled or prepared by or for, or furnished to DISTRICT in
17 connection with this Agreement shall be the property of DISTRICT, excepting law
18 enforcement records prepared by the LBPB. The CITY shall permit the authorized
19 representatives of the DISTRICT to inspect and audit all law enforcement records
20 prepared by the LBPB, data, and records relating to performance under this Agreement,
21 unless otherwise prohibited by law. For purposes of this Section, the CITY shall comply
22 with the California Public Records Act, Government Code § 6250 et seq.

23 Section 24. The CITY shall not transfer or assign its rights or delegate its
24 duties hereunder without prior written consent of the DISTRICT. Any attempted
25 assignment or delegation shall be void and any purported assignee or delegate shall
26 acquire no right or interest by reason of such attempted assignment or delegation.

27 Section 25. The CITY certifies that it has no interest and shall not acquire
28 any interest, direct or indirect, which would conflict in any manner or degree with the

1 performance of services under this Agreement, except as allowed by law. The CITY
2 further certifies that in the performance of this Agreement, no person having any such
3 interest shall be employed hereunder.

4 Section 26. In connection with performance of this Agreement and subject
5 to applicable rules and regulations, and all federal and state anti-discriminatory laws,
6 neither PARTY shall discriminate against any employee or applicant for employment on
7 the basis of race, religion, national origin, color, age, sex, sexual orientation, gender
8 identity, AIDS, HIV status, handicap or disability. The PARTIES shall ensure that
9 applicants are employed, and that employees are treated during their employment,
10 without regard to these bases. Such actions shall include, but not be limited to, the
11 following: employment, upgrading, demotion or transfer; recruitment or recruitment
12 advertising; layoff or termination; rates of pay or other forms of compensation; and
13 selection for training, including apprenticeship.

14 Section 27. Concurrent with the execution of this Agreement and in partial
15 performance of CITY's obligations hereunder, CITY shall deliver to DISTRICT a
16 Certificate of Self-Insurance on CITY'S standard form providing evidence of coverage for:

17 A. Commercial general liability self-insurance equivalent in
18 coverage scope to ISO CG 00 01 10 93 in an amount not less than Two Million
19 Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in
20 aggregate,

21 B. Commercial automobile liability equivalent in coverage to ISO
22 form CA 00 01 06 92 in an amount not less than One Million Dollars (\$1,000,000)
23 combined single limit covering Auto Symbol 1 ("Any Auto"),

24 C. Police professional liability or errors and omissions coverage
25 in an amount of One Million Dollars (\$1,000,000) per claim and Two Million Dollars
26 (\$2,000,000 in aggregate), and

27 D. Workers' compensation and employer's liability in an amount
28 not less than One Million Dollars (\$1,000,000) per accident or occupational illness

1 as required by the California Labor Code.

2 The general liability self-insurance shall be amended to include an
3 additional insured endorsement to the general liability insurance equivalent in coverage
4 scope ISO form CG 20 26 11 85 naming "DISTRICT, its board of trustees, officials, and
5 employees" as additional insureds under the general liability coverage. With respect to
6 this Agreement, the self-insurance program shall not be suspended, voided, changed, or
7 cancelled by CITY except after thirty (30) days prior written notice to DISTRICT, and shall
8 be primary and noncontributing to any other insurance or self-insurance maintained by
9 DISTRICT. Any modification or waiver of Section 27's requirements shall be made only
10 with the mutual approval of the CITY's and DISTRICT's Risk Manager or designee.

11 Section 28. If any provision of this Agreement as applied to either PARTY
12 or to any circumstance is adjudged by a court of competent jurisdiction to be void or
13 unenforceable for any reason, this fact shall in no way affect, to the maximum extent
14 permissible by law, any other provision of this Agreement, the application of any such
15 provision under circumstances different from those adjudicated by the court, or the
16 validity of enforceability of this Agreement as a whole.

17 Section 29. Time is of the essence in the performance of each PARTY's
18 respective obligations under this Agreement.

19 Section 30. Nothing in this Agreement, express or implied, is intended to
20 confer any rights or remedies under or by reason of the Agreement on any person other
21 than the PARTIES to it. Nothing contained in this Agreement is intended to relieve or
22 discharge any obligation of any third person or to any PARTY to this Agreement or give
23 any third person any right of subrogation over or action against any PARTY to this
24 Agreement.

25 Section 31. The remedies set forth in this Agreement are cumulative and
26 not exclusive to any other legal or equitable remedy available to a PARTY.

27 Section 32. This Agreement may be executed in one or more
28 counterparts, each of which shall be deemed an original, but all of which together shall

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 constitute one and the same instrument.

2 IN WITNESS WHEREOF, the PARTIES hereto have caused this
3 Agreement to be duly executed on the respective dates set forth opposite their
4 signatures.

5
6 Oct 24, 2022

7, 2022

LONG BEACH COMMUNITY COLLEGE
DISTRICT, a public community college district

By Raymond "Chip" West III, Ph.D.
Raymond "Chip" West III, Ph.D. (Oct 24, 2022 15:37 PDT)

8 Dr. Raymond "Chip" West III

9 Vice President, Business Services

10 "District"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 November 7

14, 2022

15 By

16 City Manager

17 "City"

18 Approved as to form this 2 day of NOVEMBER, 2022.

19 CHARLES PARKIN, City Attorney

20 By

21 Deputy City Attorney

EXHIBIT “A”



City of Long Beach
Cost Exhibit for Police and Dispatcher Services - Long Beach City College
 Contract Period: 2023
 Contract Term: October 1, 2022 through September 30, 2023 □

Category 1: Personnel Costs

Straight-Time	Number of Positions	Estimated Annual Straight-Time Hours per Employee	Total Estimated Annual Billable Hours	Fully Loaded Hourly Rate	Estimate of FY 23 Actuals
SSO III	12	2,088	25,056	\$ 43.98 - 55.77	\$ 1,341,414
SSO IV	1	2,088	2,088	\$ 65.14	\$ 136,002
Police Officer	4	2,088	8,352	\$ 106.64 - 111.68	\$ 941,506
Police Lieutenant	1	2,088	2,088	\$ 152.82	\$ 319,086
					\$ 2,738,009
Straight-Time	Number of Positions	Estimated Annual Work Hours Per Employee	Total Estimated Annual Billable Hours	Premium Pay Hourly Rate	Estimate of FY 23 Actuals
One Officer Car Pay	4	832	3328	\$ 4.77	\$ 15,875
					\$ 15,875
Overtime w/ Medicare	Number of Positions	Estimated Annual OT Hours Allocated to the Security Unit	Total Estimated Annual Billable Hours	Average Hourly OT Rate	Estimate of FY 23 Actuals
SSO III	12	1,393	1,393	\$ 51.32	\$ 71,495
SSO IV	1	116	116	\$ 60.05	\$ 6,966
Police Officer	4	464	464	\$ 98.85	\$ 45,865
Police Lieutenant	1	116	116	\$ 135.80	\$ 15,753
Note: Overtime calculation = 1.5 x average hourly rate + 1.45% Medicare rate for sworn or 7.65% for civilian staff.					
Subtotal: Overtime Costs					\$ 140,078
Total Personnel Costs					\$ 2,893,961

Category 2: Equipment/Service Costs

Description of Costs					Estimate of FY 23 Actuals
General Equipment	Police Personnel Uniforms, Equipment and Training				\$ 12,000
Service	24-Hour Priority Calls for Service Dispatch Services				\$ 127,039
Subtotal: General Equipment/Service Costs					\$ 139,039
Number of Vehicles Supported		Maintenance/Repairs Services	Fuel Costs	Capitalization Charges	Estimate of FY 23 Actuals
Police Personnel Fleet Costs	7	\$ 33,346.00	\$ 51,905.00	\$ 73,846.00	\$ 159,097
Subtotal: Fleet Costs					\$ 159,097
Number of Positions Supported		Data Center Services	Email/Internet Services	Phone Line Services	Estimate of FY 23 Actuals
Police Technology Support Costs	12	\$ 73,794.00	\$ 20,991.00	\$ 5,508.00	\$ 100,293
Subtotal: Technology Support Costs					\$ 100,293
Number of Positions Supported		Bodyworn Camera Purchase (One-Time Cost for Camera Unit)	Software Support	Redaction/PRA Support	Estimate of FY 23 Actuals
Bodyworn Camera Costs	5	\$ -	\$ 7,530.00	\$ 5,000.00	\$ 12,530
Subtotal: Bodyworn Camera Costs					\$ 12,530
Total Equipment/Service Costs					\$ 410,959

Category 3: Indirect Cost Rate

Total Indirect Costs	
12.7% of direct costs with future discussions to take place regarding potential increases	\$ 419,725

Total Contract Amount for FY 2023	\$ 3,724,645
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CN 99816.9 CoLB Law Enforcement Agreement

Final Audit Report

2022-10-24

Created:	2022-10-20
By:	Josh Beltran (jbeltran@lbcc.edu)
Status:	Signed
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"CN 99816.9 CoLB Law Enforcement Agreement" History

-  Document created by Josh Beltran (jbeltran@lbcc.edu)
2022-10-20 - 8:43:46 PM GMT- IP address: 207.233.69.118
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