



LBUSD Agreement No.: 1819-0454-00
Board Approval Date: 2/6/19
Purchase Order No.: C672655

35279

REIMBURSEMENT AGREEMENT

This AGREEMENT is made and entered into this **25th** day of **February 2019**, between the **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter referred to as "DISTRICT," and the **CITY OF LONG BEACH**, hereinafter referred to as "CONTRACTOR."

The parties agree as follows:

1. Services to be Provided. The DISTRICT agrees to reimburse the CONTRACTOR as follows: To provide the Long Beach Fire Department, Marine Safety Division, Junior Lifeguard Prep Class program at Cabrillo and Jordan high schools for selected students district-wide. This work will be performed under the direction of the Superintendent of Schools, for the District during the course of the Work.
2. Term. This AGREEMENT shall be effective for the period February 4, 2019 through June 14, 2019.
3. Compensation. DISTRICT agrees to reimburse CONTRACTOR a total not to exceed TWENTY THOUSAND EIGHT HUNDRED SEVENTY DOLLARS and NO/100 (\$20,870.00), for the above services.
4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
5. Termination. Either Party may, at any time, with or without reason, terminate this AGREEMENT. Notice shall be deemed given when received by the CONTRACTOR and/or DISTRICT or no later than three days after the day of mailing, whichever is sooner. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. DISTRICT will compensate CONTRACTOR only for services satisfactorily rendered to the date of termination.
6. Hold Harmless. DISTRICT and CONTRACTOR agree to defend, indemnify, and hold harmless each other and their governing boards, officers, employees and agents from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not limited to attorney fees and costs), penalties, assessments, judgments, or obligations, actions, or causes of action, whatsoever for or in connection with any injury, damage, or loss to any person or property, arising from or connected in any way directly or indirectly or as a consequence of the acts and omissions of each other, its agents, or any person, firm or corporation employed by the DISTRICT and CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the scope of this AGREEMENT, including, but not limited to, its failure to comply with its obligations under this AGREEMENT and under the law.
7. Insurance. By signing this AGREEMENT, both parties certify that they have current insurance policies and maintain the following types of and amounts of coverage: Worker's Compensation, Employers' Liability and Comprehensive General Liability - minimum of \$1,000,000 per occurrence; \$2,000,000 aggregate.
8. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

9. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

10. Permits/Licenses. CONTRACTOR and all CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

12. Nondiscrimination. CONTRACTOR agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familial status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations.

13. Images. If applicable, the CONTRACTOR is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express prior written consent from the DISTRICT and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured.

14. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

15. Notice. 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) email, (c) facsimile, or (d) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. 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: 562-663-3001

CONTRACTOR:
City of Long Beach
Long Beach Fire Department, Marine Safety Division
3205 Lakewood Boulevard
Long Beach, CA 90808
Attn.: Chief Gonzalo Medina
Telephone: 562-570-1287

16. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

17. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Los Angeles County, California.

18. Education Code 45125. During the entire term of this Contract, the CONTRACTOR and its contractors and agents, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements) with respect to individuals who will have contact with Long Beach Unified School District pupils in the performance of the work of this AGREEMENT.

19. In accordance with Education Code Section 17604, this contract 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 entities.

CITY OF LONG BEACH

By [Signature]
Print Name Tom Modica
Title Assistant City Manager
Date 5/2/19
Tax ID# [REDACTED]
Telephone (562) 570-6711
E-Mail Tom.Modica@longbeach.gov

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

By [Signature]
Ron Hoppe 6/4/19
Purchasing & Contracts Director
Date 6/14/19
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

**LONG BEACH FIRE DEPARTMENT,
MARINE SAFETY DIVISION**

By [Signature]
Print Name GONZALO MEDINA
Title MARINE SAFETY CHIEF
Date 7/2/19
Tax ID# [REDACTED]
Telephone (702) 570-1287
E-Mail GONZALO.MEDINA@LONGBEACH.GOV

APPROVED AS TO FORM

April 15, 2019
CHARLES PARKIN, City Attorney

By [Signature]
MONICA J. KILAITA
DEPUTY CITY ATTORNEY

EXHIBIT A

Below is the staff cost breakdown needed for the contract agreement. LBUSD would provide \$20,870 to staff the JG Prep class.

| | Jordan | Cabrillo | Totals | Staff Loaded Hourly Rate | Staff Salary |
|-------------------------------------|-----------|-----------|-----------|-----------------------------|--------------|
| Enrollment | 25 | 35 | 60 | | |
| Instructors | 5 | 7 | 12 | | |
| # of Program Hrs/NCLG Instructor | 52 | 52 | 104 | | |
| Total NCLG Hrs | 260 | 364 | 624 | \$30.00 | \$18,720.00 |
| MSO Hrs | 25 | | 25 | \$86.00 | \$2,150.00 |

Total Staffing Cost: \$20,870.00

Prep class will be expanded to Cabrillo and Jordan pools and available to LBUSD students ages 9-17 as of July 1st, 2019 only. Max registration numbers will be 25 students for each facility. The exact days and times of the prep class are still being worked out with the schools. We are hoping for Feb 5 - May 2, Tue and Thu 4:30pm-5:30pm. Note the Feb 5 start date will be before the meeting to vote and approve this endeavor. Realistically, the start date will be flexible based on how quickly we can get put in contact with the district's multimedia arm to market the event.

The JG Prep Class is an opportunity for prospective new JGs to improve their swimming stroke and speed. The class is taught by LBJG Instructors. The goal is to swim 100 yards in under two minutes (or 100 meters in under 2:13.2). This is the time standard for entrance into the JG summer program. Swimming is an important part of lifeguarding and as such, swimming is also an important part of our junior lifeguard program. We want all our junior guards to feel comfortable and strong in the water. The safety of our JGs is our top priority. The prep class is an opportunity to cast a wider net for our JG program and bring more kids into the program who wouldn't otherwise be able to participate.

To be eligible for participation in the Prep Class, your child must have not participated in the Long Beach JG program in the past AND meet the age requirements for the 2019 JG program: Ages 9-17 as of July 1st, 2019.

LBIG will provide the instructors at Cabrillo and Jordan.