

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 **AGREEMENT**

2 **FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

3 **29298**

4 This Agreement is entered into, in duplicate, dated for reference purposes
5 as of July 19, 2005, pursuant to a minute order adopted by the City Council of the City of
6 Long Beach at its meeting held on July 19, 2005 by and between RAINBOW HARBOR
7 PARTNERS, LLC, a California limited liability company ("V2O") and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the Long Beach Police Department ("LBPD") provides public law
10 enforcement services within the City of Long Beach; and

11 WHEREAS, V2O has requested that City provide supplemental law
12 enforcement services to its night club facility commonly known as "V2O" (the "Facility")
13 located in the Pike Entertainment Complex over and above the law enforcement services
14 provided to the public generally; and

15 WHEREAS, City is willing to make available on an occasional basis, for a fee,
16 trained LBPD personnel to provide supplemental law enforcement services on private
17 property.

18 NOW, THEREFORE, it is agreed between the parties hereto as follows:

19 1. **DEFINITIONS.** For the purpose of this Agreement:

20 "Basic Law Enforcement Services" shall mean provision of law enforcement
21 personnel and facilities of the same character and to the same extent as are furnished
22 from time to time without a service fee to other dwellings and inhabitants in City. Such
23 Basic Law Enforcement Services shall include, but not necessarily be limited to, responses
24 to citizen-initiated calls; assistance provided by officers other than the officers provided for
25 herein; community relations services provided to the public generally; attendance at
26 meetings to the same extent such services are provided to the general public; homicide
27 investigations, gang investigations, narcotics investigations, arson investigations,
28 explosives investigations, SWAT teams, vice investigations, child abuse investigations,

1 patrol of public streets, maintenance of records and preparation of statistical and other
2 reports generally maintained and prepared by LBPD; booking and jailing services; and time
3 spent in court to testify as to Basic Law Enforcement Services matters.

4 "Supplemental Law Enforcement Services" shall refer to the provision of law
5 enforcement personnel dedicated to the performance of law enforcement duties at or
6 around the Facility in addition to Basic Law Enforcement Services. During the hours
7 specified herein, law enforcement personnel performing Supplemental Law Enforcement
8 Services will not leave the general vicinity of the Facility. Their duties will include
9 performing visible patrols around the perimeter of the Facility and around its general
10 vicinity, except for when performing specific duties such as responding to calls, or taking
11 breaks. While performing the Supplemental Law Enforcement Services, officers will
12 maintain regular communication with the Facility's security staff. Said services will be
13 performed on Fridays and Saturdays from 11:00 p.m. to 3:00 a.m.

14 **2. TERM.** Unless sooner terminated as provided for herein, this
15 Agreement shall be for a term of three (3) months commencing on June 15, 2005 and
16 ending on September 15, 2005.

17 **3. AGREEMENT PRICE.** The price for the Supplemental Law
18 Enforcement Services to be provided by LBPD to V2O shall be at the rates provided for
19 in Exhibit "A" hereto. Upon the submission of an invoice by City and to the extent it has not
20 already paid for such services, V2O agrees to pay for services rendered prior to the
21 execution of this Agreement at the rates provided for in Exhibit "A". Following the
22 execution of this Agreement, City shall submit invoices to V2O on a monthly basis. V2O
23 shall pay said invoices within thirty (30) days of receipt.

24 **4. LONG BEACH POLICE DEPARTMENT'S RESPONSIBILITIES.**

25 **(a) Level of Service.** In consultation with V2O, the Chief of Police shall
26 determine the level of service to be provided to V2O under this Agreement. In the
27 event of a dispute between the parties as to the extent of the duties and functions
28 to be rendered herein, or the minimum level or manner of performance of such

1 services, the determination of the Chief of Police with respect to such dispute shall
2 be deemed final and conclusive.

3 (b) **LBPD Responsibilities.** LBPD agrees to perform the Supplemental
4 Law Enforcement Services in a good and workmanlike manner, maintaining at least
5 the professional standards required by LBPD of its general professional law
6 enforcement personnel performing police services for the public generally.

7 (c) **Personnel.** LBPD shall provide all personnel to perform service
8 functions under this Agreement. The recruitment, selection, training and
9 supervision shall be the sole responsibility of the LBPD.

10 5. **BILLING AND REPORTS.** LBPD shall bill V2O monthly for
11 Supplemental Law Enforcement Services rendered under this Agreement. Such monthly
12 billing shall identify and detail the Supplemental Law Enforcement Services provided by
13 personnel during the preceding period. Said billing shall not include charges for Basic Law
14 Enforcement Services.

15 6. **EMPLOYEES OF CITY.** All persons employed in the performance of
16 such service shall be City employees and shall remain under the immediate and exclusive
17 direction and control of the Chief of Police.

18 City shall pay all wages, salaries, and other amounts due its employees in
19 connection with this Agreement and shall be responsible for all reports and obligations for
20 such employees including, but not limited to, social security, income tax withholding,
21 unemployment compensation, and workers' compensation. V2O shall not be liable for
22 compensation or indemnity to any employee for injury or sickness arising out of his or her
23 employment with City.

24 This Agreement does not, is not intended, nor shall it be construed to create
25 the relationship of agent, employee, or joint venture between V2O and LBPD. V2O shall
26 not be responsible or liable for the direct payment of any salaries, wages, or other
27 compensation to any LBPD personnel performing services hereunder; and except as
28 otherwise specified herein, V2O shall not be liable for compensation or indemnity to any

1 LBPDP employee for injury or sickness arising out of his or her employment.

2 **7. COMPLIANCE WITH LAWS.**

3 (a) LBPDP agrees to be bound by applicable federal, state, and local laws,
4 regulations and directives as they pertain to the performance of the Agreement.

5 (b) LBPDP will comply with the requirements of the following statues and
6 regulations: (i) the California Drug-Free Workplace Act of 1990; (ii) all applicable
7 federal, state, and local laws governing safety, health and sanitation; (iii) the Civil
8 Rights Act of 1964, Title VI; (iv) Age Discrimination Act of 1975 and Section 504 of
9 the Rehabilitation Act of 1973.

10 **8. INSURANCE.** Concurrent with the execution of this Agreement by
11 V2O, and as a condition precedent to the effectiveness of this Agreement and in partial
12 performance of the obligations assumed under the Agreement, V2O shall procure and
13 maintain at V2O's expense for the duration of this Agreement the following insurance
14 against claims for injuries to persons or damage to property which may arise from or in
15 connection with the performance of this Agreement by V2O, its agents, representatives,
16 employees or subcontractors.

17 A. Comprehensive General Liability in an amount no less than Two
18 Million Dollars (\$2,000,000) combined single limit for each occurrence or Four
19 Million Dollars (\$4,000,000) General Aggregate for bodily injury, personal injury and
20 property damage. City, its officials, employees, agents, and volunteers shall be
21 covered as insureds as respects liability arising out of activities performed by or on
22 behalf of V2O and coverage shall be in a form acceptable to the City Risk Manager.

23 B. Automobile liability in an amount not less than Five Hundred
24 Thousand Dollars (\$500,000) combined single limit per accident for bodily injury and
25 property damage covering owned, non-owned and hired vehicles.

26 C. Workers' Compensation as required by the Labor Code of the State
27 of California and Employers' Liability limits of One Million Dollars (\$1,000,000) per
28 occurrence.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 D. Accidental Medical, Death and Dismemberment Insurance for all
2 participants not entitled to workers' compensation benefits under the provisions of
3 Section 3700 of the Labor Code of the State of California, unless this requirement
4 has been waived in writing by the City Risk Manager. Said insurance shall be in
5 amounts not less than One Hundred Thousand Dollars (\$100,000) Accidental
6 Medical and Twenty-Five Thousand Dollars (\$25,000) Accident Death and
7 Dismemberment.

8 Each insurance policy shall be endorsed to state that coverage shall not be
9 cancelled by either party, reduced in coverage or in limits, except after thirty (30) days' prior
10 written notice has been given to City, and shall be primary and not contributing to any other
11 insurance or self-insurance maintained by City.

12 Acceptable insurance coverage shall be placed with carriers admitted to write
13 insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
14 Company and may be subject to such self-insurance or deductible as may be approved
15 by the City Risk Manager. Any subcontractors which V2O may use in the performance of
16 services under this Agreement shall be required to maintain insurance in compliance with
17 the provisions of this Section.

18 V2O shall furnish City with certificates of insurance and with original
19 endorsements affecting coverage as required above. The certificates and endorsements
20 for each insurance policy shall be signed by a person authorized by that insurer to bind
21 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
22 extended reporting period of not less than one hundred eighty (180) days. No claims made
23 policies shall be acceptable to City unless the City Manager determines that no occurrence
24 policy is available in the market for the particular risk being insured. Any modification or
25 waiver of the insurance requirements contained in this Agreement shall only be made with
26 the written approval of the City Risk Manager in accordance with established City policy.

27 **9. CONFLICT OF INTEREST.** City certifies that it has no interest and
28 shall not acquire any interest, direct or indirect, which would conflict in any manner or

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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

4 **10. INDEMNIFICATION AND HOLD HARMLESS.** V2O expressly agrees
5 to defend, protect, indemnify and hold harmless City, its officers, employees and agents,
6 free and harmless from and against any and all claims, damages, expenses, loss or liability
7 of any kind or nature whatsoever growing out of, or resulting from the alleged acts or
8 omissions of V2O, its officers, agents or employees, in the performance of this Agreement;
9 and V2O shall at its own cost, expense and risk, defend all claims or legal actions that may
10 be instituted against either V2O or City, and V2O shall pay any settlement entered into or
11 satisfy any judgment that may be rendered against either V2O or City as a result of said
12 alleged acts or omissions of V2O, its officers, agents or employees, in the performance of
13 this Agreement.

14 City expressly agrees to defend, protect, indemnify and hold harmless V2O,
15 its officers, employees and agents, free and harmless from and against any and all claims,
16 damages, expenses, loss or liability of any kind or nature whatsoever growing out of, or
17 resulting from the alleged acts or omissions of City, its officers, agents or employees, in the
18 performance of this Agreement; and City shall at its own cost, expense and risk, defend
19 all claims or legal actions that may be instituted against either V2O or City, and City shall
20 pay any settlement entered into or satisfy any judgment that may be rendered against
21 either V2O or City as a result of said alleged acts or omissions of City, its officers, agents
22 or employees, in the performance of this Agreement.

23 **11. TERMINATION OF EITHER PARTY.** Either party may terminate this
24 Agreement for convenience, without cause, upon thirty (30) days advance written notice.

25 **12. THIRD PARTY BENEFICIARIES.** No person or entity shall be
26 deemed to be a third party beneficiary of this Agreement.

27 **13. SUCCESSOR AND ASSIGNMENT.** This Agreement may not be
28 assigned by either party except with prior written consent of the other party.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 **14. SUBCONTRACTING.** City shall not subcontract any part of work
2 covered by this Agreement.

3 **15. INTERPRETATION.** No provision of this Agreement is to be
4 interpreted for or against either party because that party's legal representative drafted such
5 provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

6 **16. WAIVER.** No breach of any provision hereof can be waived unless
7 in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver
8 of any breach of the same or any other provision hereof.

9 **17. NOTICES.** Notices provided for in this Agreement shall be in writing
10 and shall be addressed to the party intended to receive the same, at the following address:

11 V2O: Rainbow Harbor Partners, LLC
12 81 Aquarium Way
13 Long Beach, CA 90802
14 Attn: General Manager

15 City: City of Long Beach Police Department
16 400 Broadway
17 Long Beach, CA 90802
18 Attn: Chief of Police

19 Notices addressed as above provided shall be given (i) by U.S. Mail, postage
20 prepaid, return receipt requested; (ii) delivered in person with written acknowledgment of
21 the receipt thereof; or (iii) by facsimile transmission confirmed by electronic confirmation-of-
22 receipt slip. LBPD and V2O may designate a different address or addresses for notices
23 to be sent by giving written notice of such change of address to the other party. Notice
24 shall be deemed to have been given or delivered upon personal delivery thereof, upon
25 receipt by facsimile, or two (2) days after deposit in the U.S. Mail.

26 **18. ENTIRE AGREEMENT.** This Agreement with Exhibit "A" constitutes
27 the full and final understanding and agreement of the parties with respect to the matters
28 provided for herein, and supersedes all previous understandings, representations,
commitments or agreements, oral or written, pertaining to the services provided for herein.
No other understanding, oral or otherwise, regarding the subject matter of this Agreement,
shall be deemed to exist or to bind either party hereto.

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19. **MODIFICATIONS.** No modification of, or amendment or addition to, this Agreement shall be valid or enforceable unless in writing and signed by both parties.

20. **PARTIAL INVALIDITY.** If any part of this Agreement shall be finally declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement upon written notice to the other.

21. **CHOICE OF LAW.** This Agreement shall be governed by and construed pursuant to the laws of the State of California.

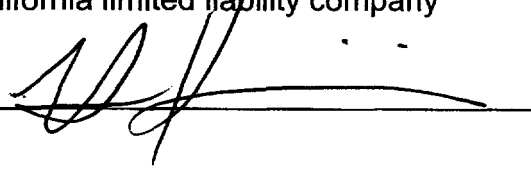
22. **TAX IDENTIFICATION NUMBER.** V2O's Tax Identification Number is 98-0226455.

24. **AUTHORIZATION TO EXECUTE.** Parties warrant and affirm that any and all persons signing this Agreement are authorized and empowered to so sign and signing by such person or persons does bind their respective Party to all terms, covenants and conditions of this Agreement.

IN WITNESS WHEREOF, City and V2O have executed this Agreement through their duly authorized officers effective the date first set forth herein.

RAINBOW HARBOR PARTNERS, LLC,
a California limited liability company

Dated: 9/23, 2005

By: 

Its: _____

"V2O"

/

/

/

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CITY OF LONG BEACH, a municipal corporation

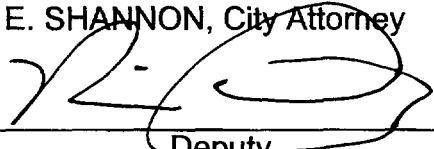
Dated: 10-13, 2005

By: 
City Manager

"City"

The foregoing Agreement is hereby approved as to form this 10th day of October, 2005.

ROBERT E. SHANNON, City Attorney

By: 
Deputy

RFA:cj
07/19/05
L:\APPS\CtyLaw32\WPDOCS\D006\PO04\00076410.WPD 05-02960

**V20 Entertainment Complex
Exhibit A
July 19 – September 30, 2005**

Personnel

Hourly Rate

One Sergeant
Four Officers

\$60.61
\$46.29