

LBUSD No.	6702	06
<b>AUTHORIZED</b>		
BY		
<b>BOARD ACTION</b>		
Date	12/10/09	By VS
P.O. No.	C654364	

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**  
**31467**

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THIS AGREEMENT is made and entered into, in duplicate, as of September 1, 2009 pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on 12/15/2009, by and between the CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH UNIFIED SCHOOL DISTRICT (hereinafter "SCHOOL"), a California nonprofit corporation, whose business is located at 1515 Hughes Way, Long Beach, California 90810.

WHEREAS, SCHOOL desires to contract with CITY for law enforcement services at Long Beach Unified Schools; and

WHEREAS, CITY is willing to assist SCHOOL in providing law enforcement services and promoting safety within the schools;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Section 1. Unless otherwise terminated sooner in accordance with the provisions herein, this Agreement shall commence on September 1, 2009 and shall terminate on June 30, 2010.

Section 2. Subject to the conditions as set forth in Section 3 hereunder, CITY shall provide up to five (5) Police Officers throughout the term of this Agreement. Said officers shall be assigned to SCHOOL'S high school campuses as specified by SCHOOL. The Chief of Police, or his designee, shall from time to time prepare and implement shift, daily, weekly and monthly schedules of the deployment of officers and patrol cars. The scheduled utilization shall remain within the restrictions of the budget as provided in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 3. Subject to prior consultations with SCHOOL, the Chief of Police, or his designee, shall determine the level of services to be provided. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services,

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 the determination thereof shall be made by the Chief of Police and shall be final and  
2 conclusive.

3           Section 4.    SCHOOL shall reimburse CITY one hundred percent (100%)  
4 of CITY's actual per hour costs as described in Exhibit "A" attached hereto and  
5 incorporated herein by this reference through June 30, 2010. Subject to the conditions  
6 set forth in Section 7 hereunder, City shall adjust its requests for reimbursement to reflect  
7 changes in the actual costs.

8           Section 5.    CITY shall furnish and supply all necessary labor, supervision,  
9 equipment, communication facilities, and supplies necessary to maintain the level of  
10 service to be rendered hereunder, except as otherwise agreed to in writing. All persons  
11 employed in the performance of such service shall be CITY employees and shall remain  
12 under the immediate direction and control of the Chief of Police and not of SCHOOL or  
13 any employee thereof. CITY shall pay all wages, salaries and other amounts due its  
14 employees in connection with this Agreement and shall be responsible for all reports and  
15 obligations for such employees including, but not limited to, social security, income tax  
16 withholding, unemployment compensation, and workers' compensation.

17           Section 6.    CITY shall submit invoices to SCHOOL on a monthly basis.  
18 Such invoices shall include the officers' identification numbers, total hours worked on the  
19 project, miles accrued on the vehicles and any explanation for exceptions to the  
20 shifts/hours worked. SCHOOL shall pay said invoices within thirty (30) calendar days of  
21 receipt.

22           Section 7.    Whenever the Long Beach City Council by resolution  
23 increases the salaries of police officers, the Chief of Police shall make corresponding  
24 changes in Exhibit "A" and deliver an amended Exhibit "A" to SCHOOL. The amended  
25 Exhibit "A" shall govern this Agreement from the effective date of the salary increase.  
26 Any other adjustments in budget items shall be presented to SCHOOL by CITY and must  
27 be mutually agreed upon in writing by the parties to be effective.

28           Section 8.    SCHOOL shall defend, indemnify and hold CITY, its officials,

1 employees, and agents harmless from and against all claims, demands, damage, loss,  
2 causes of action, liabilities, costs, and expenses, including reasonable attorneys' fees,  
3 whether or not reduced to judgment or paid through settlement, arising from or  
4 attributable to any act or omission of SCHOOL, its officers, agents, or visitors which is  
5 connected in any way with its performance of this Agreement.

6 CITY shall defend, indemnify and hold SCHOOL, its officers, employees,  
7 and agents harmless from and against all claims, demands, damage, loss, causes of  
8 action, liabilities, costs, and expenses, including reasonable attorneys' fees, whether or  
9 not reduced to judgment or paid through settlement, arising from or attributable to any act  
10 or omission of CITY, its officers, agents, or visitors which is connected in any way with its  
11 performance of this Agreement.

12 Section 9. Upon request, CITY and SCHOOL shall furnish to one  
13 another proof that each has comprehensive general liability and/or self-insurance. CITY  
14 and SCHOOL also agree to maintain programs of insurance, or self-insurance, as  
15 required by the State of California, covering workers' compensation benefits payable to  
16 their employees injured in the scope of their employment, and shall pay such claims prior  
17 to seeking indemnity, if applicable, from each other.

18 Section 10. Any notice required hereunder shall be in writing and  
19 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,  
20 addressed to CITY at 400 West Broadway, Long Beach, California 90802, Attention:  
21 Chief of Police, and to SCHOOL at the address first shown herein. Notice shall be  
22 deemed given on the date delivered or the date deposited in the mail, whichever first  
23 occurs.

24 Section 11. Either party shall have the right to terminate this Agreement  
25 for any reason or no reason by giving the other party thirty (30) days' prior written notice.  
26 When this Agreement expires, if both parties agree, services shall continue on a month-  
27 to-month basis until a new Agreement is signed by both parties. In the event of  
28 termination, SCHOOL shall pay CITY for services satisfactorily performed up to the

1 effective date of termination for which CITY has not been previously paid.

2 a. Except as provided herein, this Agreement shall not be amended,  
3 nor any provision or breach hereof waived, except in writing signed by both parties and  
4 which amendment or waiver expressly refers to this Agreement.

5 b. This Agreement constitutes the entire understanding of the parties  
6 and supersedes all other agreements, oral or written, with respect to the subject matter  
7 herein.

8 c. This Agreement shall be governed by and construed in accordance  
9 with the laws of the State of California. CITY and SCHOOL agree that any action shall  
10 be filed in the County of Los Angeles, South District.

11 d. This Agreement has been created as a joint effort of the parties and  
12 shall not be construed against either party as the drafter.

13 Section 12. All reports, as well as drawings, plans, studies, memoranda,  
14 and other documents assembled or prepared by or for, or furnished to SCHOOL in  
15 connection with this Agreement shall be the property of SCHOOL, excepting law  
16 enforcement records prepared by the Police Department. CITY shall permit the  
17 authorized representatives of SCHOOL to inspect and audit all data and records relating  
18 to performance under this Agreement, unless otherwise provided by law. For purposes  
19 of this Section, CITY shall comply with the California Public Records Act, Government  
20 Code § 6250 et seq.

21 Section 13. CITY certifies that it has no interest and shall not acquire any  
22 interest, direct or indirect, which would conflict in any manner or degree with the  
23 performance of services under this Agreement, except as allowed by law. CITY further  
24 certifies that in the performance of this Agreement, no person having any such interest  
25 shall be employed hereunder.

26 Section 14. In connection with performance of this Agreement and subject  
27 to applicable rules and regulations, SCHOOL shall not discriminate against any employee  
28 or applicant for employment because of race, religion, national origin, color, age, sex,

1 sexual orientation, gender identity, AIDS, HIV status, handicap or disability. SCHOOL  
2 shall ensure that applicants are employed, and that employees are treated fairly during  
3 their employment, without regard to these bases. These actions shall include, but not be  
4 limited to, the following: employment, upgrading, demotion or transfer; recruitment or  
5 recruitment advertising; layoff or termination; rates of pay or other forms of  
6 compensation; and selection for training, including apprenticeship.

7 Section 15. In case any provision in this Agreement or its Exhibits is  
8 invalid, illegal or unenforceable, such provision shall be severable from the remainder of  
9 such contract and the validity, legality and enforceability of the remaining provisions shall  
10 not in any way be affected or impaired thereby.

11 Section 16. This Agreement may be executed in two (2) or more  
12 counterparts, each of which shall be deemed an original but all of which taken together  
13 shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed with all the formalities required by law as of the date first above written.

LONG BEACH UNIFIED SCHOOL DISTRICT,  
a California nonprofit corporation

NOVEMBER 16, 2009

By 


Chris Stenhouse

Type or Print Name

"SCHOOL"

CITY OF LONG BEACH, a municipal corporation

1.15, ~~2009~~  
2010

By  Assistant City Manager  
City Manager

**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER**

"CITY"  
Approved as to form this 1<sup>st</sup> day of January, ~~2009~~ 2010

ROBERT E. SHANNON, City Attorney

By   
Deputy City Attorney

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

EXHIBIT "A"

**Cost of Police Services to the  
Long Beach Unified School District  
School Resource Officer Program**

**(Effective September 1, 2009 - September 29, 2009)**

**Personnel**

Straight-Time Costs <sup>(1)</sup>		Per Hour	Subtotal
#REF! hours per week for 2.6 weeks	Police Officer	79.489 <sup>(2)(3)</sup>	41,335

**(Effective September 30, 2009 - June 30, 2010)**

**Personnel**

Straight-Time Costs <sup>(1)</sup>		Per Hour	Subtotal
#REF! hours per week for 33.2 weeks	Police Officer	83.389 <sup>(2)(3)</sup>	560,377

**Total Cost for Period \***

Total            \$ 601,712

\* Includes personnel, equipment, & 100% Indirect Cost (including Workers' Comp) Recovery

LBUSD will pay 100% of the full hourly Police Officer rate as shown above.

The agreement and this Exhibit B assume there will be no Overtime. Should Overtime be necessary, and with the prior agreement of LBUSD, Overtime shall be charged at the rate of \$63.579 per hour for each Police Officer working Overtime.

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- (1) Based on 5 Police Officers, each working 40 hours per week, using the LBUSD calendar.
  - (2) An all-inclusive rate for personnel (with benefits), equipment<sup>(5)</sup>, & 100% recovery of LBPD's indirect costs. Indirect costs include Workers' Compensation costs.
  - (3) Salary costs are subject to adjustment with the implementation of future negotiated pay raises and/or increase of benefit payments.
  - (4) The number of hours per week will be determined by LBUSD in consultation with the Youth Services Division of LBPD. No Sergeant or J-Cars will be assigned to the SRO program.
  - (5) Equipment costs are subject to annual cost adjustments.