

AGREEMENT

30433

THIS AGREEMENT is made and entered into, in duplicate, as of October 1, 2006 pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on October 16, 2007, 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 the Long Beach Police Department 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 above premises and mutual terms 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 October 1, 2006 and shall terminate on September 30, 2008.

Section 2. Subject to the conditions as set forth in Section 3 hereunder, the CITY shall provide officers to staff SCHOOL's high school campuses and units that patrol campuses and respond to requests for service at middle and elementary schools as described in Exhibit "A" attached hereto and incorporated herein by this reference. 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 "B" attached hereto and incorporated herein by this reference.

Section 3. Subject to prior consultations with SCHOOL, the Chief of Police shall determine the level of services to be provided and amend Exhibit "A" as necessary. In the event of a dispute between the parties as to the extent of the duties

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Long Beach, CA 90802-4664

1 and functions to be rendered hereunder, or the minimum level or manner of performance
2 of such services, the determination thereof shall be made by the Chief of Police and shall
3 be final and conclusive.

4 Section 4. SCHOOL shall reimburse CITY fifty percent (50%) of CITY's
5 actual costs as described in Exhibit "B" attached hereto and incorporated herein by this
6 reference. Subject to the conditions set forth in Section 7 hereunder, CITY shall adjust its
7 requests for reimbursement to reflect 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 the SCHOOL
13 or 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 shall
23 increase the salaries of the police officers, the Chief of Police shall make corresponding
24 changes in Exhibit "B" and deliver an amended Exhibit "B" to SCHOOL. The amended
25 Exhibit "B" 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 Avenue, Long Beach, California 90802,
21 Attention: Chief of Police, and to SCHOOL at the address first shown herein. Notice
22 shall be deemed given on the date delivered or the date deposited in the mail, whichever
23 first 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 In the event of termination, SCHOOL shall pay CITY for services satisfactorily performed
27 up to the effective date of termination for which CITY has not been previously paid.

28 a. Except as provided herein, this Agreement shall not be amended,

1 nor any provision or breach hereof waived, except in writing signed by the parties which
2 expressly refers to this Agreement.

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

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

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

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

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

24 Section 14. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, the parties shall not discriminate against any
26 employee or applicant for employment on the basis of race, religion, national origin, color,
27 age, sex, sexual orientation, AIDS, AIDS related condition, handicap, disability, or
28 Vietnam Era veteran status. The parties shall ensure that applicants are employed, and

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1 that employees are treated during their employment without regard to these bases. Such
2 actions shall include, but not be limited to, employment, upgrading, demotion, transfer,
3 recruitment, layoff, termination, rates of pay and selection for training.

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

8 Section 16. This Agreement may be executed in two or more
9 counterparts, each of which shall be deemed an original but all of which taken together
10 shall constitute one and the same instrument.

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

13
14 CITY OF LONG BEACH, a municipal
corporation

15 By  ASSISTANT
16 City Manager

17 "CITY" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

18 LONG BEACH UNIFIED SCHOOL DISTRICT, a
California nonprofit corporation

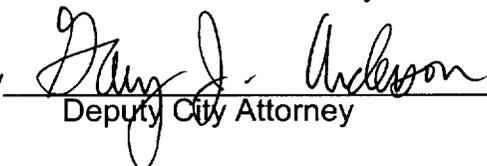
19
20 By 

21
22 By _____

23 "SCHOOL"

24 Approved as to form this 2nd day of November, 2007.

25 ROBERT E. SHANNON, City Attorney

26
27 By 
Deputy City Attorney

28 GJA:ikm 07-03529

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Exhibit "A"
POLICE SERVICES TO THE
LONG BEACH UNIFIED SCHOOL DISTRICT

The Long Beach Police Department (LBPD) will assign nine (9) Police Officers throughout each school year, generally Monday through Friday during normal daytime school hours, from the first day school begins each September through the last day of the school year each June.

The Officers, commonly designated as School Resource Officers (SROs), will be assigned to high school campuses as specified by the Long Beach Unified School District (LBUSD).

The remaining officers will be assigned to field units, commonly designated as J-Cars, and when possible, partnered with LBUSD Security Officers. J-Cars will generally be responsible for response to problems on the District's middle and elementary school campuses and to assist other police units with juvenile related issues.

In addition to the SROs, one (1) Sergeant will be assigned to supervise and monitor these Officers four days per week from Monday through Thursday, to schedule daily deployment, to act as liaison between the City and LBUSD, to respond and take charge of incidents or emergencies at school campuses, and to provide law enforcement related assistance to the school administrators. The Sergeant will only be assigned on Fridays as needed. The cost of the Sergeant and Officers will be shared equally between the Long Beach Police Department and the Long Beach Unified School District.

Pursuant to Section 2. of the Agreement, the LBPD shall have control over daily assignments of police personnel to a campus or field unit. Should additional or fewer SROs be required, the number of J-Car units will be modified to accommodate this change.

EXHIBIT "B"

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

(Effective October 1, 2006 - September 30, 2007)

Personnel

Straight-Time Costs

360 hours per week for 36.0 weeks	Police Officer	\$61.887 *	\$802,057
40 hours per week for 36.0 weeks	Police Sergeant	\$76.948 *	110,806

Overtime Costs

Overtime hours per week for 36.0 weeks	Police Officer	\$59.444 **	\$192,598
10 hours per week for 36.0 weeks	Police Sergeant	\$76.042 **	<u>27,375</u>

Total Cost for Period \$1,132,835

Total Costs for Long Beach Unified School District (50% of total) \$566,418

* Includes personnel, equipment, workers comp & 5% Indirect Cost Recovery Charge

** Includes personnel, and B&W only (no handhelds or workers comp)

**Salary costs subject to adjustment with the implementation of
future negotiated pay raises and/or increase of benefit payments.**

Equipment costs subject annual cost adjustments.

EXHIBIT "B"

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

(Effective October 1, 2007 - September 30, 2008)

Personnel

Straight-Time Costs

360 hours per week for 36.6 weeks	Police Officer	\$64.607 *	\$851,266
40 hours per week for 36.6 weeks	Police Sergeant	\$80.832 *	118,338

Overtime Costs

0 hours per week for 38 weeks	Police Officer	\$65.244 **	\$0
0 hours per week for 38 weeks	Police Sergeant	\$81.533 **	<u>0</u>

Total Cost for Period \$969,604

Total Costs for Long Beach Unified School District (50% of total) \$484,802

* Includes personnel, equipment, workers comp & 5% Indirect Cost Recovery Charge

** Includes personnel, and B&W only (no handhelds or workers comp)

**Salary costs subject to adjustment with the implementation of
future negotiated pay raises and/or increase of benefit payments.**

Equipment costs subject annual cost adjustments.