

1 AGREEMENT FOR LAW ENFORCEMENT SERVICES

2 32393

3 THIS AGREEMENT is made and entered into, in duplicate, as of August 1,
4 2011 pursuant to a Board of Trustees Meeting of the Long Beach Community College
5 District held on Nov. 8, 2011, and pursuant to a minute order of the City Council of
6 the City of Long Beach at its meeting held on OCTOBER 11, 2011, by and between the
7 CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG
8 BEACH COMMUNITY COLLEGE DISTRICT, a public community college district
9 (hereinafter "DISTRICT"), whose business is located at 4901 East Carson Street, Long
10 Beach, California 90808, and collectively hereinafter referred to as the "PARTY" or
11 "PARTIES".

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

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

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

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

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

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

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

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

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

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

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

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

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

25 Section 1. The CITY shall, through the LBPD, provide law
26 enforcement/police/security protection for the DISTRICT's campuses and facilities,
27 employees, students, visitors, equipment, and activities. Except as otherwise herein
28 specifically set forth, such service shall encompass duties and functions of the type

1 coming within the jurisdiction of and customarily rendered by the LBPD under the Charter
2 of the CITY, the Long Beach Municipal Code, rules, and regulations, and statutes of the
3 State of California.

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

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

8 B. Maintaining security of DISTRICT buildings, equipment,
9 facilities, parking lots, and property;

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

13 D. Enforcing State statutes, municipal ordinances of the CITY
14 and DISTRICT policies;

15 E. Providing security and maintaining order at meetings,
16 hearings, rallies, and other gatherings;

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

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

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

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

28 J. Providing safety escorts upon request for students, faculty,

1 employees, and visitors;

2 K. Participating in administrative hearings as directed by the
3 DISTRICT;

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

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

8 N. Enforcing parking regulations and issuing citations, as
9 directed by the DISTRICT;

10 O. Impounding vehicles and abandoned bicycles;

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

14 Q. Coordinating with DISTRICT personnel to provide
15 educationally appropriate experiences for cadets within the DISTRICT cadet
16 program;

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

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

21 T. Participating in a variety of community college relations, crime
22 prevention, and police safety activities.

23 Section 3. This Agreement shall commence on August 1, 2011 and
24 continue for a period of three (3) years, through and including July 31, 2014. The term of
25 this agreement shall be subject to early termination pursuant to the provisions of Section
26 18 below.

27 Section 4. Subject to the conditions as set forth herein, the CITY shall
28 provide a unit of four (4) Police Officers with Peace Officer Standards Training (P.O.S.T.)

1 Il certification and fifteen (15) Special Services Officers to patrol the PCC and LAC
2 campuses, and other DISTRICT facilities or activities located within the CITY of Long
3 Beach on seven (7) day per week, twenty-four (24) hour per day basis. The LBPD shall
4 increase the scheduling of motor support the first two weeks of every semester. In
5 addition, the CITY shall provide one (1) Public Safety Dispatcher to be located at the
6 CITY's communications center. The LBPD Chief of Police, or his designee, shall from
7 time to time, prepare and implement shift, daily, weekly and monthly schedules of the
8 deployment of Police Officers and Special Services Officers. The scheduled utilization
9 shall remain within the budget as provided in Exhibit "A" and incorporated herein by this
10 reference. This does not constitute a "constant manning" budget. The personnel
11 described above represent the total number of Police and Special Services Officers
12 available to the DISTRICT.

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

20 The DISTRICT and the CITY agree that short term absences, except for the
21 reimbursable P.O.S.T. mandated training and the elective training set forth above, will be
22 staffed on an overtime basis whenever such staffing is mutually agreed upon by the CITY
23 and the DISTRICT. On a monthly basis, the CITY shall provide to the DISTRICT a
24 written report identifying the schedules of the deployment of Police Officers and Special
25 Services Officers and the overtime incurred by the Public Safety Dispatcher. The CITY
26 shall also provide the DISTRICT with such crime reporting information necessary to
27 comply with federal reporting requirements of the DISTRICT. DISTRICT shall have the
28 right to participate in the selection process of personnel assigned to the DISTRICT. If the

1 DISTRICT is dissatisfied with the services rendered by an individual, the DISTRICT will
2 issue a written request to the CITY. The DISTRICT shall have the right to approve the
3 proposed substitute person in the DISTRICT's reasonable discretion.

4 Section 5. Subject to the conditions as set forth herein, the CITY shall
5 provide the services of a sworn police Lieutenant to perform duties including, but not
6 limited to, the following: (1) working with the DISTRICT staff on a continuous basis to
7 develop program goals and objectives and developing strategies with assigned officers to
8 implement same; (2) reviewing activity logs to identify problems and developing
9 programs for officers to meet specific target goals including, but not limited to,
10 intelligence, undercover activities, staff and student safety, graffiti abatement strategies,
11 parking enforcement, and other needs identified by the DISTRICT; (3) meeting no less
12 than monthly with the DISTRICT's designated contract liaison to review prior activities
13 and develop plans for the next month; (4) organizing and implementing training programs
14 for assigned officers as well as other sworn officers who might be assigned on a
15 temporary basis to the DISTRICT; and (5) developing plans to address the unique needs
16 of a community college, including protection of expressive rights and assembly.

17 The Lieutenant shall devote no less than one hundred sixty (160) hours per
18 month in connection with the performance of the above-described duties. The schedule
19 utilizations shall remain within the budget as provided in Exhibit "A" and incorporated
20 herein by this reference. This does not constitute a "constant manning budget." The
21 Lieutenant described above represents the total number of Lieutenants available to the
22 DISTRICT. The PARTIES agree that the CITY will not be required to use personnel from
23 other locations to fill any vacancy caused by the Lieutenant's short term absences for
24 reasons, including, but not limited to training, sick leave, and/or vacation, except that (1) if
25 the absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or
26 (2) if the training is non-reimbursable to the CITY and is elective training, the CITY shall
27 provide personnel to fill the vacancy for the duration of the short term absence, or shall
28 provide a credit for the absence, as agreed to upon discussion between the PARTIES.

1 Short term absences for these purposes shall be defined as less than ten (10) working
2 days. The DISTRICT and the CITY agree that short term absences, except for the
3 reimbursable P.O.S.T. mandated training and the elective training set forth above, will be
4 staffed on a regular-time basis whenever such staffing is mutually agreed upon by the
5 CITY and the DISTRICT.

6 Section 6. In the event of a dispute between the PARTIES as to the
7 extent of the duties and functions to be rendered hereunder, or the minimum level or
8 manner of performance of such services including, but not limited to, situations where (1)
9 a criminal offense has been committed in an officer's presence; (2) there is a citizen or
10 officer in distress; and/or (3) there is an emergency requiring deployment of all available
11 sworn officers, the determination shall be made by the LBPD Chief of Police and shall be
12 final and conclusive. On a monthly basis, the LBPD Chief of Police or designee shall
13 provide the DISTRICT with a report describing the level of services provided during the
14 preceding month. The PARTIES agree that the Superintendent-President or designee of
15 the DISTRICT and the Chief of Police of the CITY shall have the authority to contact each
16 other to discuss concerns they have regarding any issues that arise under this
17 Agreement.

18 Section 7. CITY employees shall remain under the immediate direction
19 and control of the LBPD Chief of Police and not of the DISTRICT or any officer or
20 employee thereof. No person employed by the CITY to perform any of the duties set
21 forth in this Agreement shall, under any circumstances, be considered an agent or
22 employee of the DISTRICT. The CITY shall pay all wages, salaries and other amounts
23 due its employees in connection with this Agreement and shall be responsible for all
24 reports and obligations for such employees including, but not limited to, retirement
25 contributions, deferred compensation contributions, social security, income tax
26 withholding, unemployment compensation, and Workers' Compensation. The CITY
27 assumes all responsibility for all services provided pursuant to the Agreement, standards
28 of performance of its employees, discipline of officers, Special Services Officers, and

1 personnel, and other matters incident to the performance thereof.

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

4 A. Four (4) patrol vehicles clearly marked "Long Beach Police"
5 and equipped with the standard equipment required by the LBPD including MDC's,
6 fixed radio, black and white paint, light bar and control head, shotgun rack, and
7 identifying markings. Said vehicles shall be in such condition, both in appearance
8 and mechanical, as the average condition of patrol vehicles regularly used by the
9 CITY, and shall meet LBPD fleet standards. CITY shall provide all maintenance,
10 fuel, repair and replacement of vehicles. The CITY shall invoice the DISTRICT on
11 a monthly basis a charge for fleet services encompassing all of the above
12 mentioned expenses. When vehicles require replacement, the CITY shall replace
13 the vehicle per the CITY's customary practice or policy.

14 B. Twenty (20) hand-held radios.

15 C. All patrol cars and equipment of the CITY shall remain under
16 the immediate direction and control of the LBPD and not of the DISTRICT or any
17 officer or employee thereof.

18 D. All materials and equipment, with the exception of police
19 radios and computers, purchased by the CITY and reimbursed by the DISTRICT
20 shall become the property of the DISTRICT and shall be delivered to the
21 DISTRICT (together with any documentation evidencing title thereto) upon the
22 expiration or termination of this Agreement. The DISTRICT shall have the option
23 of selling said equipment back to the CITY at its fair market value upon the
24 expiration or termination of this Agreement. Police radios and computers will
25 remain the possession of the CITY and the DISTRICT shall be reimbursed for the
26 fair market value of this equipment.

27 E. Except as otherwise specifically provided herein, the CITY
28 shall provide all necessary labor, supervision, equipment, communication facilities,

1 and supplies necessary to maintain the agreed upon level of service to be
2 provided hereunder.

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

4 A. Facilities at the Liberal Arts Campus, which shall include
5 workspace, data links, lockers and restroom facilities for both men and women,
6 computers compatible with LBPD software and such other tools, equipment, and
7 services as are necessary to perform the services agreed to, including, but not
8 limited to, custodial services, utilities, installation and maintenance of a T1 line,
9 televisions, DVD players and closed circuit (Cable) television. Acceptance of the
10 facilities shall be subject to the review and approval of the LBPD Police Chief or
11 his designee, and such acceptance shall not be unreasonably withheld. However,
12 additional modification to the facilities shall be subject to mutual agreement of the
13 DISTRICT and the CITY.

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

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

26 Whenever the CITY utilizes additional CITY personnel, equipment, or
27 resources not referenced in Exhibit "A" for the purpose of carrying out the
28 police/security/law enforcement services to be performed under this Agreement (i.e.

1 investigation of or processing of a crime uncovered by CITY personnel, or CITY requests
2 use of additional support, or crime lab services), the costs of such personnel, equipment
3 or resources shall be borne by the CITY, unless otherwise agreed to, in writing, by the
4 DISTRICT. Whenever the DISTRICT requests, in writing, additional services outside the
5 scope of the types of services enumerated in Section 2 herein, or requests, in writing,
6 that the CITY utilize an additional CITY personnel, equipment, or resources not
7 referenced in Exhibit "A" (i.e. DISTRICT requests that the CITY provide detectives to
8 conduct a special investigation for the DISTRICT), the cost of such personnel, equipment
9 or resources shall be borne by the DISTRICT out of the overtime budget at regular-time
10 rates. However, resources such as SWAT, detectives, K-9, helicopter, and community
11 relations speakers shall be made available to the DISTRICT at no charge.

12 Overtime usage shall not exceed the agreed upon overtime budget set forth
13 in Exhibit "A". The PARTIES shall periodically meet to review overtime usage.

14 Section 11. The DISTRICT agrees to reimburse the CITY for Indirect
15 (Overhead) Costs incurred by this Agreement, equal to twelve point seven percent
16 (12.7%) of the Direct Costs shown on Exhibit "A" to this Agreement. Direct Costs are
17 herein defined as Personnel costs consisting of straight-time with all benefits including
18 but not limited to Workers Compensation and Pension Bond costs plus overtime costs
19 including Medicare for Sworn personnel and Medicare and FICA for Civilian personnel
20 plus all Equipment costs shown on Exhibit "A" to this Agreement. Indirect Costs will be
21 adjusted annually each August 1st to equal twelve point seven percent (12.7%) of the
22 then current Direct Costs shown on the then current Exhibit "A" for the applicable August
23 1st through July 31st annual period.

24 Section 12. The CITY shall submit invoices to the DISTRICT on a monthly
25 basis. Such invoices shall include the peace officer's and/or Special Services Officer's
26 identification number, total hours worked, and any explanation for exceptions to the
27 shifts/hours worked. CITY shall provide supporting documentation for all requested
28 authorized reimbursable expenses and such documentation shall be attached to the

1 invoice when submitted. In accordance with the Agreement, the CITY shall provide patrol
2 and supervisory services to ensure coverage seven (7) days a week, twenty-four (24)
3 hours a day with an increase in coverage the first two (2) weeks of each semester. The
4 DISTRICT shall pay said invoices within forty-five (45) days of receipt.

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

13 Section 14. The CITY shall defend, indemnify and hold DISTRICT, its
14 Board of Trustees, officers, employees, sub consultants and agents harmless from and
15 against all claims, demands, damage, loss, causes of action, liabilities, costs, and
16 expenses, including reasonable attorneys' fees, whether or not reduced to judgment or
17 paid through settlement, arising from or attributable to any act or omission of the CITY, its
18 officers, employees, agents or visitors which is connected in any way with its
19 performance of this Agreement. The CITY exclusively assumes responsibility for acts of
20 its employees or agents as they relate to the services to be provided during the course
21 and scope of their employment. The CITY, its agents, and employees are not considered
22 in any manner to the DISTRICT employees.

23 Section 15. The indemnification clauses set forth in Sections 13 and 14
24 shall survive termination of the Agreement and shall not be limited to the availability or
25 collectability of insurance coverage. By providing for indemnification by and among the
26 PARTIES hereto, as set forth above, it is expressly understood that the provisions of
27 California Government Code §895.2 and §895.6 are not applicable to the Agreement.
28 The provisions of California Civil Code §2778 regarding interpretation of indemnity

1 agreements are made a part hereof as though fully set forth herein.

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

5 If to DISTRICT: Attention: Contracts Management, G-4
6 Long Beach Community College District
7 4901 E. Carson Street
8 Long Beach, California 90808

9
10 With a copy to: Attention: Director, Business Support Services, G-4
11 Long Beach Community College District
12 4901 E. Carson Street
13 Long Beach, California 90808

14
15 If to CITY: Attention: Chief of Police
16 Long Beach Police Department
17 400 W. Broadway
18 Long Beach, California 90802

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

21 Section 17. Whenever the Long Beach City Council by resolution shall
22 change the compensation to the classification of Lieutenant, Police Officer, Special
23 Services Officer and/or Public Safety Dispatcher, the LBPD Chief of Police shall make a
24 corresponding change to Exhibit "A" as provided in Section 10 above and deliver the
25 amended Exhibit "A" to the DISTRICT. The amended Exhibit "A" as provided in Section
26 10 above shall govern this Agreement from the effective date of the salary increase. Any
27 other adjustments to Exhibit "A" expenses shall be presented to the DISTRICT by the
28 CITY and must be mutually agreed upon in writing by the PARTIES to be effective. Prior

1 to the presentation to the Long Beach City Council of any proposed resolution changing
2 the compensation, the CITY shall advise the DISTRICT Superintendent-President or
3 designee regarding any proposed changed.

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

9 Section 19. This Agreement shall not be amended, nor any provision or
10 breach hereof waived, except in writing signed by the PARTIES which expressly refers to
11 this Agreement. In signing any such writing, the person signing on behalf of each PARTY
12 hereto shall certify that he/she is authorized by his/her principal to either waive or amend
13 any provision of the Agreement. Clarifications concerning provisions contained within
14 this Agreement may be mutually agreed upon by the PARTIES and reduced to writing in
15 the form of written Amendment executed by the City Manager on behalf of the CITY and
16 Superintendent-President on behalf of the DISTRICT, or their designees.

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

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

25 Section 22. The terms of this Agreement have been negotiated between
26 the PARTIES as an arm's length transaction. The language contained in all the parts of
27 the Agreement shall be construed as a whole in accordance with its fair meaning and
28 without regard to California Civil Code §1654 or similar statues, and neither this

1 Agreement nor any part hereof shall be construed against either PARTY as the drafter.

2 Section 23. All reports as well as drawings, plans, studies, memoranda,
3 and other documents assembled or prepared by or for, or furnished to DISTRICT in
4 connection with this Agreement shall be the property of DISTRICT, excepting law
5 enforcement records prepared by the LBPD. The CITY shall permit the authorized
6 representatives of the DISTRICT to inspect and audit all law enforcement records
7 prepared by the LBPD, data, and records relating to performance under this Agreement,
8 unless otherwise prohibited by law. For purposes of this Section, the CITY shall comply
9 with the California Public Records Act, Government Code § 6250 et seq.

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

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

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

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

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

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

11 C. Police professional liability or errors and omissions coverage
12 in an amount of One Million Dollars (\$1,000,000) per claim and Two Million Dollars
13 (\$2,000,000 in aggregate), and

14 D. Workers' compensation and employer's liability in an amount
15 not less than One Million Dollars (\$1,000,000) per accident or occupational illness
16 as required by the California Labor Code.

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

26 Section 28. If any provision of this Agreement as applied to either PARTY
27 or to any circumstance is adjudged by a court of competent jurisdiction to be void or
28 unenforceable for any reason, this fact shall in no way affect, to the maximum extent

1 permissible by law, any other provision of this Agreement, the application of any such
2 provision under circumstances different from those adjudicated by the court, or the
3 validity of enforceability of this Agreement as a whole.

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

6 Section 30. Nothing in this Agreement, express or implied, is intended to
7 confer any rights or remedies under or by reason of the Agreement on any person other
8 than the PARTIES to it. Nothing contained in this Agreement is intended to relieve or
9 discharge any obligation of any third person or to any PARTY to this Agreement or give
10 any third person any right of subrogation over or action against any PARTY to this
11 Agreement.

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

14 Section 32. This Agreement may be executed in one or more
15 counterparts, each of which shall be deemed an original, but all of which together shall
16 constitute one and the same instrument.

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

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

LONG BEACH COMMUNITY COLLEGE DISTRICT, a public community college district

11/9, 2011

By 

Ann-Marie Gabel
Type or Print Name

"DISTRICT"

CITY OF LONG BEACH, a municipal corporation

11.30, 2011

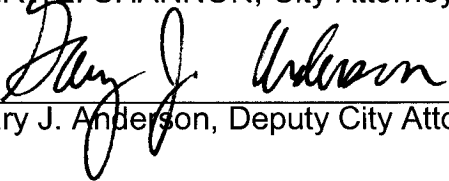
By  Assistant City Manager

City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

Approved as to form this 16th day of November, 2011.

ROBERT E. SHANNON, City Attorney

By 
Gary J. Anderson, Deputy City Attorney

LONG BEACH POLICE DEPARTMENT
Long Beach City College Agreement

EXHIBIT "A"

Cost for August 1, 2011 - September 30, 2011 (two-month period)

DIRECT COSTS

PERSONNEL Straight Time w/Benefits	# of Positions	Annual Hours to be billed 10/1/10- 9/30/11	Hourly Rate	Estimated Monthly Cost	Annual Total 10/1/10-9/30/11	Hours 8/1/11- 9/30/11	Estimated Cost for Two-Month Period of 8/1/11-9/30/11
Police Lieutenant	1	2,088	\$92.519	\$16,098	\$193,179	348	\$32,197
Police Officer	4	8,352	\$65.629	\$45,678	\$548,132	1,392	\$91,355
Special Services Officer III	15	31,320	\$42.548	\$111,051	\$1,332,609	5,220	\$222,102
Communications Dispatcher II	1	2,088	\$46.013	\$8,006	\$96,076	348	\$16,013
Totals				\$180,833	\$2,169,996	7,308	\$361,666

Overtime with Medicare for Sworn, with Medicare & FICA for Civilian (to be billed only as used)	# of Positions	Annual Hours to be billed 10/1/10- 9/30/11	Average Hourly Overtime	Estimated Monthly Cost	Annual Total 10/1/10-9/30/11	Hours 8/1/11- 9/30/11	Estimated Cost for Two-Month Period of 8/1/11-9/30/11
Average Overtime	--	2,089	\$49.509	\$8,619	\$103,423	348	\$17,237
Totals				\$8,619	\$103,423	348	\$17,237

EQUIPMENT	# of Units	Estimated Per Unit Monthly Cost	Estimated Per Unit Annual Cost 10/1/10- 9/30/11	Estimated Monthly Cost	Annual Total 10/1/10-9/30/11	-	Estimated Cost for Two-Month Period of 8/1/11-9/30/11
Black & White	4	\$1,457.52	\$17,490	\$5,830	\$69,961	-	\$11,660
B & W Radio & Computer	4	\$116.83	\$1,402	\$467	\$5,608	-	\$935
Handheld Radio	20	\$58.42	\$701	\$1,168	\$14,020	-	\$2,337
Supplies, Office Equipment, Uniforms, Training, Travel, and City's Technology Services Dept. charges to LBPD for PC Equipment & Services, Wireless PDA, Data Center, Email and Web Services, used at LBCC	-	-	-	\$3,287	\$39,449	-	\$6,575
Totals				\$10,753	\$129,038		\$21,506

TOTAL DIRECT COSTS \$200,205 \$2,402,457 \$400,410

INDIRECT COSTS				Estimated Monthly Cost	Annual Total 10/1/10-9/30/11	-	Estimated Cost for Two-Month Period of 8/1/11-9/30/11
12.7% of Direct Costs				\$25,426	\$305,112	-	\$50,852
Totals				\$25,426	\$305,112		\$50,852

TOTAL Monthly, Annual, and Two-Month Period of 8/1/11-9/30/11 Costs: \$225,631 \$2,707,569 \$451,262

LONG BEACH POLICE DEPARTMENT
Long Beach City College Agreement

EXHIBIT "A"

Cost for October 1, 2011 - July 31, 2012 (10-month period)

DIRECT COSTS

PERSONNEL Straight Time w/Benefits	# of Positions	Annual Hours to be billed 10/1/11- 9/30/12	Hourly Rate	Estimated Monthly Cost	Annual Total 10/1/11-9/30/12	Hours 10/1/11- 7/31/12	Estimated Cost for 10-Month Period of 10/1/11- 7/31/12
Police Lieutenant	1	2,088	\$98.216	\$17,090	\$205,074	1,740	\$170,895
Police Officer	4	8,352	\$68.373	\$47,587	\$571,049	6,960	\$475,874
Special Services Officer III	15	31,320	\$45.655	\$119,160	\$1,429,914	26,100	\$1,191,595
Communications Dispatcher II	1	2,088	\$49.157	\$8,553	\$102,639	1,740	\$85,533
Totals				\$192,390	\$2,308,677	36,540	\$1,923,897

Overtime with Medicare for Sworn, with Medicare & FICA for Civilian (to be billed only as used)	# of Positions	Annual Hours to be billed 10/1/11- 9/30/12	Average Hourly Overtime	Estimated Monthly Cost	Annual Total 10/1/11-9/30/12	Hours 10/1/11- 7/31/12	Estimated Cost for 10-Month Period of 10/1/11- 7/31/12
Average Overtime	--	2,089	\$51.753	\$9,009	\$108,112	1,741	\$90,093
Totals				\$9,009	\$108,112	1,741	\$90,093

EQUIPMENT	# of Units	Estimated Per Unit Monthly Cost	Estimated Per Unit Annual Cost 10/1/11- 9/30/12	Estimated Monthly Cost	Annual Total 10/1/11-9/30/12	-	Estimated Cost for 10-Month Period of 10/1/11- 7/31/12
Black & White	4	\$1,532.79	\$18,394	\$6,131	\$73,574	-	\$61,312
B & W Radio & Computer	4	\$116.83	\$1,402	\$467	\$5,608	-	\$4,673
Handheld Radio	20	\$58.42	\$701	\$1,168	\$14,020	-	\$11,683
Supplies, Office Equipment, Uniforms, Training, Travel, and City's Technology Services Dept. charges to LBPD for PC Equipment & Services, Wireless PDA, Data Center, Email and Web Services, used at LBCC	-	-	-	\$3,346	\$40,149	-	\$33,458
Totals				\$11,113	\$133,351		\$111,126

TOTAL DIRECT COSTS \$212,512 \$2,550,139 \$2,125,116

INDIRECT COSTS				Estimated Monthly Cost	Annual Total 10/1/11-9/30/12	-	Estimated Cost for 10-Month Period of 10/1/11-7/31/12
12.7% of Direct Costs				\$26,989	\$323,868	-	269,890
Totals				\$26,989	\$323,868		\$269,890

TOTAL Monthly, Annual, and 10-Month Period of 10/1/11-7/31/12 Costs: \$239,501 \$2,874,007 \$2,395,006