

LBUSD No. 6702.12
AUTHORIZED
BY
BOARD ACTION
Date OCT 05 2015 By

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AGREEMENT FOR LAW ENFORCEMENT SERVICES

34067

THIS AGREEMENT is made and entered, in duplicate, as of September 10, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 8, 2015, by and between the LONG BEACH UNIFIED SCHOOL DISTRICT ("SCHOOL"), a California not-for-profit organization, whose business is located at 1515 Hughes Way, Long Beach, California 90810, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, CITY desires to coordinate efforts with SCHOOL in order to reduce crime; and

WHEREAS, SCHOOL desires to coordinate efforts with CITY in order to reduce crime;

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

1. Unless otherwise terminated sooner in accordance with the provisions herein, this Agreement shall commence on September 1, 2015 and shall terminate on June 30, 2016.

2. CITY shall provide as many Police Officers as requested by SCHOOL up to five (5) Police Officers throughout the term of the Agreement on Tuesday through Friday, except on days when students are not present. 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 not exceed the restrictions of the budget as provided in Exhibit "A" attached hereto and incorporated herein by this reference.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 3. Subject to prior consultations with SCHOOL, the Chief of Police, or
2 his designee, shall fulfill the level of services requested by SCHOOL within the limits
3 imposed in Section 2.

4 4. SCHOOL shall reimburse CITY one hundred percent (100%) of
5 CITY'S actual per hour costs up to the limits described in Exhibit "A" attached hereto and
6 incorporated herein by this reference through June 30, 2016. Subject to the conditions
7 set forth in Section 7 hereunder, CITY shall adjust its request for reimbursement to reflect
8 changes in the actual costs.

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

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

24 7. Whenever the Long Beach City Council by resolution increases or
25 decreases the salaries of all CITY police officers, the Chief of Police shall make
26 corresponding changes in Exhibit "A" and deliver an amended Exhibit "A" to SCHOOL.
27 The amended Exhibit "A" shall govern this Agreement from the effective date of the
28 salary change. Any other adjustments in budget items shall be presented to SCHOOL by

1 CITY and must be mutually agreed upon in writing by the parties and approved or ratified
2 by the SCHOOL Board of Education to be effective.

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

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

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

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

27 11. Either party shall have the right to terminate this Agreement for any
28 reason or no reason by giving the other party thirty (30) days' prior written notice. In the

1 event of termination, SCHOOL shall pay CITY for services satisfactorily performed up to
2 the effective date of termination for which CITY has not been previously paid.

3 12. Except as provided herein, this Agreement shall not be amended,
4 nor any provision or breach hereof waived, except in writing signed by both parties and
5 which amendment or waiver expressly refers to this Agreement but shall become
6 effective only after it has been approved or ratified by the SCHOOL Board of Education.

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

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

13 15. This Agreement has been created as a joint effort of the parties and
14 shall not be construed against either party as the drafter.

15 16. All reports, as well as drawings, plans, studies, memoranda, and
16 other documents assembled or prepared by or for, or furnished to SCHOOL in connection
17 with this Agreement shall be the property of SCHOOL, excepting law enforcement
18 records prepared by the Police Department. CITY shall permit the authorized
19 representatives of SCHOOL to inspect and audit all data and records relating to
20 performance under this Agreement, unless otherwise prohibited by law.

21 17. 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 18. In connection with performance of this Agreement and subject to
27 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 CITY hereby certifies that in performing work or providing services for
8 SCHOOL, there shall be no discrimination in its hiring or employment practices because
9 of age, sex, race, religious creed, color, ancestry, national origin, physical disability,
10 mental disability, medical condition, marital status, or sexual orientation, except as
11 provided in Section 12940 of the Government Code. CITY shall comply with applicable
12 federal and California anti-discrimination laws, including but not limited to, the California
13 Fair Employment and Housing Act, beginning with Section 12900 of the California
14 Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat.
15 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the
16 regulations of the Department of Education which implement those Acts. CITY agrees to
17 require compliance with this nondiscrimination policy by all subcontractors employed in
18 connection with this Agreement. CITY shall give written notice of its obligations under
19 this section to labor organizations with which they have a collective bargaining or other
20 agreement, if any.

21 19. In case any provision in this Agreement or its Exhibits is invalid,
22 illegal or unenforceable, such provision shall be severable from the remainder of such
23 contract and the validity, legality and enforceability of the remaining provisions shall not in
24 any way be affected or impaired thereby.

25 20. This Agreement may be executed in two (2) or more counterparts,
26 each of which shall be deemed an original but all of which taken together shall constitute
27 one and the same instrument.

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

4
5 LONG BEACH UNIFIED SCHOOL DISTRICT,
a California not-for-profit organization

6
7 10/19, 2015 By [Signature]
Name LEN HOPPE
8 Title DIRECTOR

9 _____, 2015 By _____
10 Name _____
11 Title _____

12 "SCHOOL"

13
14 CITY OF LONG BEACH, a municipal
corporation

15 Nov. 2, 2015 By [Signature] EXECUTED PURSUANT
16 TO SECTION 301 OF
THE CITY CHARTER.
City Manager

17 "CITY" Assistant City Manager

18 This Agreement is approved as to form on OCTOBER 26, 2015.

19
20 CHARLES PARKIN, City Attorney

21 By [Signature]
22 Deputy

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, 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, 2015 - September 30, 2015)

Personnel

Straight-Time Costs ⁽¹⁾		Hourly Rate ⁽²⁾	Subtotal
200 hours per week for 4 weeks	Police Officer	\$126.500 ⁽³⁾⁽⁴⁾	\$101,200

(Effective October 1, 2015 - June 30, 2016)

Personnel

Straight-Time Costs ⁽¹⁾		Hourly Rate ⁽²⁾	Subtotal
200 hours per week for 32 weeks	Police Officer	\$128.062 ⁽³⁾⁽⁴⁾	\$819,599
		Total Contract Cost	\$920,799
LBUSD 75%			\$690,599
City of Long Beach 25%			\$230,200
			<u>\$920,799</u>

* Includes personnel, equipment, & 100% Indirect Cost (including Worker's Comp) Recovery - Total LBUSD cost not to exceed 75% of the total. Technical Service charges are set at the FY16 MOU rate between the Police Department and the Department of Technology & Innovation.

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