

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
32293**

THIS AGREEMENT is made and entered into, in duplicate, as of September 1, 2011, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on 8-2-11, by and between the CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH UNIFIED SCHOOL DISTRICT (hereinafter "SCHOOL"), a California not-for-profit organization, 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 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:

Section 1. Unless otherwise terminated sooner in accordance with the provisions herein, this Agreement shall commence on September 1, 2011 and shall terminate on June 30, 2012.

Section 2. CITY shall provide as many Police Officers as requested by SCHOOL up to five (5) Police Officers throughout the term of this 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.

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

Section 4. SCHOOL shall reimburse CITY one hundred percent (100%) of CITY'S actual per hour costs up to the limits described in Exhibit "A" attached hereto and incorporated herein by this reference through June 30, 2012. Subject to the conditions set forth in Section 7 hereunder, City shall adjust its requests for reimbursement to reflect changes in the actual costs.

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

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

Section 7. Whenever the Long Beach City Council by resolution increases or decreases the salaries of all CITY police officers, the Chief of Police shall make corresponding changes in Exhibit "A" and deliver an amended Exhibit "A" to SCHOOL. The amended Exhibit "A" shall govern this Agreement from the effective date of the salary change. Any other adjustments in budget items shall be presented to SCHOOL by CITY and must be mutually agreed upon in writing by the parties and approved or ratified by the SCHOOL Board of Education to be effective.

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

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

Section 9. Upon request, CITY and SCHOOL shall furnish to one another proof that each has comprehensive general liability and/or self-insurance. CITY and SCHOOL also agree to maintain programs of insurance, or

self-insurance, as required by the State of California, covering workers' compensation benefits payable to their employees injured in the scope of their employment, and may pay such claims prior to seeking indemnity, if applicable, from each other.

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

Section 11. Either party shall have the right to terminate this Agreement for any reason or no reason by giving the other party thirty (30) days' prior written notice. In the event of termination, SCHOOL shall pay CITY for services satisfactorily performed up to the effective date of termination for which CITY has not been previously paid.

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

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

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

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

Section 12. All reports, as well as drawings, plans, studies, memoranda, and other documents assembled or prepared by or for, or furnished to SCHOOL in connection with this Agreement shall be the property of SCHOOL, excepting law enforcement records prepared by the Police Department. CITY shall permit the authorized representatives of SCHOOL to inspect and audit all data and records relating to performance under this Agreement, unless otherwise prohibited by law.

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

Section 14. In connection with performance of this Agreement and subject to applicable rules and regulations, SCHOOL shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. SCHOOL shall ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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.

"SCHOOL"
LONG BEACH UNIFIED SCHOOL DISTRICT
A California not-for-profit organization

July 6, 2010 by Barrick L. Bartlett

Barrick L. Bartlett, Purchasing & Contracts
Director

"CITY"
"CITY OF LONG BEACH, a municipal
corporation

8.18, 2010 by Patrick M. West
Assistant City Manager
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**
Patrick M. West, City Manager

Approved as to form this 9th day of August, 2011.

ROBERT E. SHANNON, City Attorney

By Ray J. Anderson, Deputy
City Attorney

EXHIBIT "A"

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

(Effective September 1, 2011 - September 30, 2011)

Personnel

Straight-Time Costs ⁽¹⁾		Hourly Rate ⁽²⁾	Subtotal
200 hours per week for 2.6 weeks	Police Officer	\$95.871 ⁽³⁾⁽⁴⁾	\$49,853

(Effective October 1, 2011 - June 30, 2012)

Personnel

Straight-Time Costs ⁽¹⁾		Hourly Rate ⁽²⁾	Subtotal
200 hours per week for 33.2 weeks	Police Officer	\$100.285 ⁽³⁾⁽⁴⁾	\$673,915
		Total Contract Cost	\$723,768
LBUSD 83%			\$601,712
City of Long Beach 17%			\$122,056
			<u>\$723,768</u>

* Includes personnel, equipment, & 100% Indirect Cost (including Worker's Comp) Recovery-Total LBUSD cost not to exceed \$601,712. Both Technical Services and Fleet charges are set at the FY11 rate and are subject to change pending the release of respective FY 12 MOUs.

- (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.