



Agreement No. 2459.01 Revised
Board Approval: 403 22 2006
Purchase Order: C _____

29850

AGREEMENT FOR SERVICES

THIS AGREEMENT is revised this 12th day of October, 2006, between **CITY OF LONG BEACH** hereinafter called the Contractor, and **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter called the District.

SCOPE OF SERVICES:

The Contractor agrees to perform services for the District as follows:

To administer the California Work Opportunity for Kids (CalWORKs) program after school at Edison, Garfield, Grant, King, Lafayette and Lee Elementary Schools. Contractor agrees to manage the CalWORKs program for the District in accordance with the terms of the contract and the agreed upon budgets between the Los Angeles County Office of Education (LACOE) and the District. Services are to include providing childcare, hiring staff, purchasing supplies, materials, and equipment, and various other expenses, including overhead, to operate the program.

The Contractor shall implement appropriate procedures and ensure compliance with the following participant eligibility and certification rules:

- a. Contractor shall enroll only those children whose eligibility has been verified by LACOE.
- b. Contractor shall ensure that priority After-School Enrichment Program participation is given to CalWORKs children.
- c. In the event that there is a vacant slot and there are no pending applications for CalWORKs children, Contractor may enroll a child who has been verified by LACOE to be a member of a Needy Family that receives Food Stamps and/or zero share-of-cost Medi-Cal benefits.
- d. Contractor shall participate fully in the periodic recertification of children's eligibility for continued participation. Pursuant to County rules, LACOE is responsible for re-evaluation and recertification of eligibility at least annually.
- e. Contractor will take action on all reported eligibility changes within ten (10) business days.

The Contractor shall secure additional funding to allow for scholarships for parents paid participants and secure grants from other agencies involved in work force development so non-CalWORKs children are able to participate as funds are available.

The work will be performed under the direction of the Director, Special Projects, for the District.

COMPENSATION:

The District agrees to pay the Contractor eighty-five percent (85%) of the funds provided by LACOE for before and/or after school fees. Total amount paid to the Contractor shall be a sum not to exceed ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED NINETY FIVE AND NO/100 DOLLARS (\$121,595.00), for the above services (Edison - \$26,683.00, Garfield - \$8,493.00, Grant - \$10,976.00, King - \$15,859.00, Lafayette - \$23,583.00 and Lee - \$36,001.00). Payment will be made to the Contractor on a fixed fee basis utilizing the rate per participating child established by the County of Los Angeles.

TERM:

The effective time period of this agreement is to be February 1, 2006 through December 31, 2006.

INSURANCE:

As a material condition of this Contract, the Contractor shall maintain at its sole expense, for the duration of this Contract and if applicable throughout the close-out period of all program activities, a program of insurance or self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with its performance or non-performance pertaining to this Contract. The Contractor shall name the District as additional insured and shall reference this Contract. The Contractor shall furnish the District with satisfactory written evidence of insurance and the additional insured endorsement prior to commencement of this Contract. Each insurance policy or self-insurance program required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice. Each insurance policy shall be provided by an insurance organization acceptable to the District with a rating of at least A or better and authorized by the California Insurance Commissioner to transact insurance business in the State of California.

Minimum Scope and Limits of Insurance and/or Self Insurance:

General Liability Coverage for injury, damage, or loss, including, but not limited to, premises and operations, contractual liability, independent contractors, personal injury, and professional liability for errors and omissions, with limits of not less than the following:

- General Aggregate: two million dollars (\$2,000,000.00)
- Products/Completed Operations Aggregate: one million dollars (\$1,000,000.00)
- Personal and Advertising Injury: one million dollars (\$1,000,000.00)
- Each Occurrence: one million dollars (\$1,000,000.00)

If coverage is written on claims made form, such coverage shall be endorsed to provide an extended period of not less than one year following the termination of this Contract.

Comprehensive Auto Liability insurance which shall be endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than one million dollars (\$1,000,000.00), per occurrence.

Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability coverage with limits of not less than the following:

- Each accident: one million dollars (\$1,000,000.00)
- Disease – policy limit: one million dollars (\$1,000,000.00)
- Disease – each employee: one million dollars (\$1,000,000.00)

INDEMNIFICATION:

Contractor also agrees to hold harmless and indemnify the District, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder, and Contractor agrees to defend any and all actions, suits or other legal proceedings, at Contractor's own expense, cost and risk, that may be brought or instituted against the District, its officers, agents and employees, on any such claim or demand, and pay or satisfy any final judgment or award against the District, its officers, agents or employees in any such action, suit or legal proceeding.

MISCELLANEOUS:

During the entire term of this Contract, the Contractor, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), when it is determined that the Contractor will have contact with Long Beach Unified School District pupils in the performance of the work of the Contract.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.

In accordance with Education Code Section 17604, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

CITY OF LONG BEACH

LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY.

By [Signature]
Print Name Gerald R. Miller
Title City Manager
Date 11.21.06
Address 333 West Ocean Boulevard
Long Beach, CA 90802
Phone 562.570.6711
Fax 562.570.6583
Tax ID# [Redacted]

By [Signature]
Barrick L. Bartlett
Purchasing and Contracts Director
Date 10/12/06

APPROVED AS TO FORM

11/7, 20 06
ROBERT E. SHANNON, City Attorney
BY [Signature]
SENIOR DEPUTY CITY ATTORNEY

Attachment A

List of City of Long Beach employees at LBUSD sites

Andrean Brown	Lydia Esparza
Antonio Melena	Marco Garcia
Araceli Marin	Margarita Herrera
Araceli Meza	Maria Gutierrez
Araceli Oviedo	Mario Woolfolk
Armando Padilla	Marisol Duran
Artis Lanier	Michelle Stephens
Ben Gomez	Nailyn Bowman
Brian Wright	Nancy Magana
Brooks Davis	Navy Sok
Carmen Ambriz	Nicole Moore
Carolina Ponce	Omar Nunez
Chantrell Neal	Patrick Verebely
Chris Wade	Ronesse Thornton
Christine Smith	Sam Chhoeuy
Cina Tea	Serena Radford
Crystal Halona	Serey Hong
Daniel Smith	Shechinah Carter
Daveth Yoak	Shiela Carswell
David Campbell	Sokry Sao
Debra Gilder	Stephen Logsdon
Debresha Adams	Teela Golden
Dwight Stewart	Vanthea Dith
Enrique Alvarenga	Vincent Greene
Gabrielle Wilson	Wesley Vaughan
Guadalupe Marin	Yolanda Fluornoy
Jaime Parker	Yuliana Montano
Jason Richardson	
Jessica Poole	
Joey Eades	
Johanna Zuniga	
Jose Molina	
Joy Warren	
Juilliana Montano	
Karen Geib	
Kevin Riles	
Kimberly Collins	
Kristy Miller	
La Keysha Gray	
Lillie Chester	
Ly Heng	