

INSTRUCTIONAL SERVICE AGREEMENT 31614

This Instructional Service Agreement (this “**Agreement**”) is made and entered into as of August 1, 2010, by and between Long Beach Community College District, a community college district organized and operating pursuant to California Education Code Sections 70900 *et seq.* (the “**District**”), and the City of Long Beach, a California municipal corporation (the “**City**”). The District and the City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**” This Agreement is made with reference to the following facts:

RECITALS

A. The City owns and operates a Police Academy (“**Police Academy**”) and Fire Training Center (“**Fire Training Center**”), each located in Long Beach, California.

B. The City desires certain instructional services and educational programs to be provided at the Police Academy and at the Fire Training Center for the benefit of the City’s current and prospective police officers and firefighters.

C. The District is willing to provide such services and programs, both for the benefit of City personnel and others, subject to the terms and conditions of this Agreement.

D. The Board of Trustees of the District authorized the execution of this Agreement at its meeting on January 12, 2010.

E. The City Council of the City authorized the execution of this Agreement at its meeting on Feb. 16, 2010.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the Parties hereto agree as follows:

1. **Courses to be Provided by District.** During the term of this Agreement, the District shall provide the Police Training Courses and Firefighter Training Courses identified in Sections 1.1 and 1.2 below (collectively, the “**Courses**”).

1.1. **Police Training Courses.** The District shall provide the following types of law enforcement training courses (collectively, the “**Police Training Courses**”):

1.1.1. a “Basic Recruit” training course comprised of between 25 and 28 weeks of instruction, or such greater or lesser number of hours as is necessary to allow the course to be certified by the California Commission on Peace Officer Training and Standards (“**POST**”);

- 1.1.2. “Modular Format (Levels I, II, and III) Reserve Recruit” training courses comprised of approximately 1,100 hours of instruction. The exact number of hours shall be that which is necessary to allow the courses to be certified by POST;
- 1.1.3. an “Advanced Officer Training” course offering training to current law-enforcement personnel including perishable skills and the latest innovations in police work; and
- 1.1.4. such other federal, state and local law enforcement and firearms qualification, re-qualification and training programs as may be mutually agreed upon by the District and the City and approved in writing by both the Training Director of the Police Academy and the Dean responsible for the District’s instructional department.

1.2. **Firefighter Training Courses**. The District shall provide the following types of firefighter training courses (collectively, the “**Firefighter Training Courses**”):

- 1.2.1. a “Recruit Training” course providing instruction and training in basic firefighting skills, and such additional training in at least the minimum amounts necessary to qualify course participants to obtain “EMT-1”, “HazMat FRO” and “Firefighter 1” certifications. This Recruit Training course shall be conducted over a 16-week period (expanded as necessary to accommodate District holidays) and shall provide 560 hours of instruction and training;
- 1.2.2. an “In-Service Training” course available to current firefighting personnel;
- 1.2.3. “Technical Rescue” courses; and
- 1.2.4. such other firefighter training programs as may be mutually agreed upon by the District and the City and approved in writing by both the In-Service Training coordinator of the Fire Training Center and the Dean responsible for the District’s instructional department.

1.3. **Course Contents and Duration**. The requirements of each of the Courses shall be determined by the District in its sole discretion, but shall be subject to the approval of the City, which approval shall not be unreasonably denied or delayed. In addition to the matters identified in Sections 1.1 and 1.2 above, the following conditions and requirements shall apply to the Courses:

- 1.3.1. Each Police Training Course shall consist of no less than the minimum number of instructional hours specified by the course outline and no less than the minimum selection and training standards established by the appropriate approving agency.

- 1.3.2. Each Firefighter Training Course shall consist of no less than the minimum number of training hours specified by the course outline and recommended by the appropriate approving agency.

1.4. **City's Right to Enroll Students; Enrollment Period.** The City shall have the right, at its expense, to enroll its current or prospective employees as students in the Courses ("City Students"). The enrollment period for each of the Courses shall be determined by the District in its sole discretion, but shall be either (a) substantially similar to those of the majority of the other college courses conducted by the District, or (b) approved by the City.

1.5. **Course Eligibility Requirements.** All persons who are current or former law enforcement officers or current police department civilian employees (whether employed by the City or by other federal, state or local law enforcement agencies) shall be eligible to enroll in any of the Police Training Courses provided they meet the Course pre-requisites. All persons enrolling in firearms classes shall have Department of Justice clearance. All persons who are current or former firefighters (whether employed by the City or by other federal, state or local fire departments or agencies) shall be eligible to enroll in any of the Firefighter Training Courses. Pursuant to regulations promulgated by the Board of Governors of the California Community Colleges Chancellor's Office, which regulations are codified at Section 51006 of Title 5 of the California Code of Regulations (5 CCR § 51006), enrollment in the Courses shall be open to any other person who has been admitted to the District's college and who has met any applicable prerequisite, subject, however, to limitations deemed appropriate by the District pursuant to 5 CCR § 58106. All such other persons may be required to meet eligibility requirements established by the District as a prerequisite to enrollment in the Courses. In no event shall enrollment in the Courses be limited to City Students, but each student enrolled must meet the pre-requisites of the Courses.

1.6. **Minimum and Maximum Number of Students per Course.** The District shall not be required to conduct any Police Training Course or Firefighter Training Course unless at least twenty (20) students (or any lesser number specified in the course outline) have been enrolled in that Course. A District department head shall meet with the appropriate District Dean to determine options for Courses that do not meet the minimum enrollment requirements set forth in this Section 1.6 (which options may include, without limitation, combining course sections). The maximum number of students permitted for each Course will be designated on each Course's specific Course outline.

2. **Course Fees and Expenses.**

2.1. **District to Determine Fees.** The District shall, in its sole discretion, establish the registration and enrollment fees for the Courses; provided, however, that unless otherwise agreed in writing by the District and the City: (a) the per-unit registration and enrollment fees for the Courses shall not be greater than the highest per-unit registration or enrollment fee charged by the District for its other college courses; and (b) registration and enrollment fees for City Students shall be equal to those payable by other students who enroll in the Courses. If a student withdraws from a Course prior to its completion, no portion of that student's registration or enrollment fee for the Course shall be refunded, except to the extent (if any) generally permitted by the District with respect to its other college courses.

2.2. **City's Payment of Fees for City Students.** The City shall pay the Course registration and enrollment fees for all City Students. Such payment shall be made in the form of a deduction by the District from the City's share of FTES apportionment payments identified in Section 4 below. The District represents that these registration and enrollment fees do not constitute full compensation of the direct education costs incurred by the District in connection with the Courses. For purposes of evidencing eligibility for state apportionment under Education Code § 84752 and 5 CCR §§ 58050(a)(4) and 58051.5(a)(1) and (2), the District and the City each certifies that it has not received full compensation for the direct education costs of the Courses from any public or private agency, individual or group.

2.3. **Course Equipment and Expenses.** Depending on the nature of the Courses, students enrolled in the Courses may need to provide, at their own expense, law enforcement or firefighting equipment, including without limitation uniforms, safety equipment, turnout gear, boots, helmets, firearms, and ammunition for firearms training (collectively, the "Equipment"). The determination as to the types and amounts of Equipment needed by a student in connection with each Course shall be made by the District in its sole discretion in accordance with Course requirements established pursuant to Section 1 above; provided, however, that if the City elects to provide the necessary Equipment for the City Students, the District shall allow City Students to use reasonably equivalent substitute equipment from the City's existing inventory. All students attending the Courses shall be required to assume all other costs incidental to the Courses.

3. **Facilities Provided by City.** The City shall provide classrooms, weapons firing range facilities, and other training facilities at the Police Academy as necessary to allow the District to conduct the Police Training Courses. The City shall provide classrooms, a drill tower, drill grounds and other training facilities at the Fire Training Center as necessary to allow the District to conduct the Firefighter Training Courses. In addition, the City shall, at its expense, provide classrooms, vehicles, tools, fields, showers, lockers, lighting, heating, water, toilet facilities and all other facilities necessary to conduct the Courses. In accordance with 5 CCR § 58051.5(a)(3), all facilities provided by the City hereunder shall be clearly identified in such a manner, and established by appropriate procedures, to ensure that attendance in the Courses is open to the general public, except that students may be required to meet prerequisites which have been established pursuant to 5 CCR §§ 55002, 55201 and 55202.

4. **Compensation to Parties.** As compensation to the Parties for the services performed and facilities provided under this Agreement, each Party shall be entitled to fifty percent (50%) of the net Full-Time Equivalent Student ("FTES") apportionment payments received by the District from the State of California for the Courses. Not later than sixty (60) days after the District receives the final apportionment payment from the State of California relative to any Course, the District shall (a) verify that the payment pertains to the Course, and (b) deliver fifty percent (50%) of the remaining net balance of that verified apportionment to the City. It is understood and the City asserts that 90% of the compensation received by the City under this agreement is for instructional salaries and benefits and 10% is for facilities provided.

5. **Term of Agreement.** The term of this Agreement ("Term") shall commence on August 1, 2010 ("Commencement Date"), and shall expire on July 31, 2013. With the option to renew for two additional one-year terms.

6. **Registration, Enrollment, and Rights of Students.**

6.1. **Student Registration.** Both the District and the City shall have the right to solicit students to enroll in the Courses. The City shall use its best efforts to provide at least twenty (20) City Students for each Course (or any lesser number specified in the course outline). The registration of students for the Courses shall be accomplished using forms prepared and provided by (a) the District, or (b) POST, subject to the District's approval which shall not be unreasonably withheld. The City shall return the completed forms for all City Students to the District by the deadline dates established from time to time by the District.

6.2. **District to Provide an Employee Representative to Assist City Students.** A District employee, provided at the District's expense, shall assist City Students by providing enrollment assistance and registration assistance.

6.3. **City Students May Enroll as District Students But Are Not Required To Do So.** Each City Student shall have the option of either enrolling as a student of the District or of taking the Course(s) without enrolling as a student of the District. Any student enrolled in any Course who is not a City Student must enroll as a student of the District.

6.4. **Units of Credit.** All City Students who choose to enroll as students of the District shall receive units of credit, as determined by the District, for all Courses successfully completed. Such units of credit shall be based on current Carnegie standards if and to the extent the District uses such standards relative to other college courses taught by the District. A student who withdraws from a Course prior to completion of that Course shall receive no units of credit for that Course.

6.5. **Record of Attendance.** The City shall maintain accurate records of attendance and achievement of the students enrolled in the Courses as necessary to allow the District to comply with 5 CCR §§ 58020 through 58024 and 58030. The original records shall be submitted by the City to the District on District forms (or POST forms, if approved in advance by the District, which approval shall not be unreasonably withheld) on a schedule developed by the District and approved by the City (which approval shall not be unreasonably withheld). The City shall maintain a copy of all records and said copies shall be open for review at all times by the District.

6.6. **Waiver of Fees.** Students attending the Courses at the Police Academy and/or the Fire Training Center and enrolled as students of the District shall be entitled to a waiver of the District's student body association fees and health fees when enrolled in the Courses only. Students who choose to waive the fees shall not have access to the services provided to students who have paid the fees.

6.7. **Limitation on Access to Privileges and Benefits.** Students attending the Courses at the Police Academy and/or the Fire Training Center shall not have access to certain privileges and benefits afforded other students of the District, unless otherwise enrolled as students of the District at the District's Pacific Coast or Liberal Arts campuses.

6.8. **Issuance of Certificates.** The District shall issue a certificate to each student who successfully completes a program of Courses. The District shall not issue such a certificate to any student who withdraws from such a program prior to completing the program or who otherwise fails

to complete the Courses required under the program. The City may issue its own internal certificates to the students of the Courses and/or programs based upon its own protocol. Successful Course completion grades will not be issued to students who do not complete individual courses.

6.9. **Ancillary and Support Services.** The City shall cooperate with the District to ensure that ancillary and support services are provided for students who are enrolled in and/or who have completed the Courses (including without limitation counseling, guidance and placement assistance), pursuant to 5 CCR § 55630(d).

7. **Instructors.**

7.1. **Designation and Approval of Instructors.** The City shall designate qualified instructors and guest lecturers, acceptable to the District, to teach each Course (“**Instructors**”). The District shall have the sole and absolute right to determine whether or not an Instructor designated by the City is acceptable.

7.2. **Employment of Instructors by City.** Each Instructor shall be an employee of the City. The Instructor Salaries shall be paid by the City but shall be reimbursed by the District from FTES apportionment payments pursuant to Section 4 above. The City shall provide all other compensation to the Instructors, including Worker’s Compensation insurance and fringe benefits.

7.3. **Contracts between District and Instructors.** Notwithstanding Section 7.2 above, the District shall have the primary right to control and direct the activities of each Instructor during the term of this Agreement. Furthermore, prior to the commencement of instruction by an Instructor, the District shall enter into a written contract with that Instructor prepared by the District but subject to the City’s approval, which approval shall not be unreasonably withheld. Each such contract shall specify, among other things, that the District has the primary right to control and direct the Instructor’s activities during the time the Instructor is serving the District, and may include provisions specifying the terms and conditions of the Instructor’s work, the Instructor’s salary and other compensation, the work to be performed by the Instructor, and the Instructor’s employment classification. In this manner, each Instructor will continue to be an employee of the City while at the same time qualifying as an employee of the District pursuant to 5 CCR § 58058.

7.4. **Minimum Qualifications for Instructors.** Without limiting the generality of Section 7.1 above, each Instructor must meet the minimum qualifications set forth in this Section 7.4. Each Instructor must possess a master’s degree or other degree and professional experience as required by 5 CCR § 53410. Each Instructor must hold valid and unrevoked credentials or otherwise meet the qualifications referenced in 5 CCR § 58050(a)(8).

7.5. **Supervision, Evaluation and Control of Students by Instructors.** Each Instructor shall be responsible for the immediate supervision and control (as defined by 5 CCR § 58056) of students enrolled in each Course taught by the Instructor. Student to Instructor ratio for firearms classes shall meet POST requirements. Each Instructor shall be responsible for evaluating the performance of each student enrolled in each Course taught by the Instructor.

8. **Termination of Prior Agreements.** All instructional service agreements previously entered into between the City and the District with respect to the subject matter of the Courses, including

without limitation that certain Agreement dated as of August 1, 2007, are terminated effective upon the Commencement Date of this Agreement.

9. **Non-assignment.** Neither Party may delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of the other Party.

10. **Non-discrimination.** In the performance of this Agreement, neither Party shall discriminate against any person because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, AIDS related condition, handicap, disability, or Vietnam Era veteran status.

11. **Indemnification and Defense of District.** The City agrees to indemnify, and to defend, the District, its Board of Trustees, officers, and employees from and against any and all “Liability” arising from each and every “Claim” (as those terms are defined in Sections 11.2 and 11.1 below), except for Claims arising from the District’s own negligent acts or willful misconduct.

11.1. **Definition of “Claim”.** As used in this Section 11, the term “**Claim**” means any and all claims or demands made upon the District (and/or its officers, employees, students, agents, volunteers and governing board members) by one or more third parties, whether made as part of an administrative procedure, litigation, arbitration or otherwise, claiming or demanding that the District (and/or its officers, employees and school board members) pay money, incur expenses, perform or refrain from performing specified acts, or otherwise become obligated because of the City’s acts, errors or omissions in performing its duties under this Agreement.

11.2. **Definition of “Liability”.** As used in this Section 11, the term “**Liability**” means any and all amounts or expenses which the District (and/or its officers, employees, students, agents, volunteers and governing board members) is required to pay or incur as a result of any judicial order, voluntary settlement (if both the City and the District have consented to that settlement), or other final resolution of any Claim. The term “Liability” as used in this Section 11 shall also include the District’s costs of defending the Claim (including without limitation attorneys’ fees and court costs). The City’s indemnification of the District for such Liability shall be limited to the extent to which such Liability is caused by the City’s negligent acts, errors or omissions in performing its duties under this Agreement.

12. **Indemnification and Defense of City.** The District agrees to indemnify, and to defend, the City and its officials, officers, and employees from and against any and all “Liability” arising from each and every “Claim” (as those terms are defined in Sections 12.2 and 12.1 below), except for Claims arising from the City’s own negligent acts or willful misconduct.

12.1. **Definition of “Claim”.** As used in this Section 12, the term “**Claim**” means any and all claims or demands made upon the District (and/or its officials, officers, and employees) by one or more third parties, whether made as part of an administrative procedure, litigation, arbitration or otherwise, claiming or demanding that the City (and/or its officials, officers, and employees) pay money, incur expenses, perform or refrain from performing specified acts, or otherwise become obligated because of the District’s acts, errors or omissions in performing its duties under this Agreement.

12.2. **Definition of “Liability”.** As used in this Section 12, the term “**Liability**” means

any and all amounts or expenses which the City (and/or its officials, officers, and employees) is required to pay or incur as a result of any judicial order, voluntary settlement (if both the City and the District have consented to that settlement), or other final resolution of any Claim. The term "Liability" as used in this Section 12 shall also include the City's costs of defending the Claim (including without limitation attorneys' fees and court costs). The District's indemnification of the City for such Liability shall be limited to the extent to which such Liability is caused by the District's negligent acts, errors or omissions in performing its duties under this Agreement.

13. Insurance.

13.1 The District at its sole expense will procure and maintain in full force and effect, with one (1) or more approved California insurance companies, or through a program of self insurance, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such insurance will cover the District, its Instructors and Students.

13.2 The District shall procure and maintain Workers' Compensation insurance to cover its employees, agents and students while participating in the classes mentioned in sections 1.2 and 1.3 in compliance with the statutory requirements of California law.

13.3 The City at its sole expense will procure and maintain in full force and effect, with one (1) or more approved California insurance companies, or through a program of self insurance, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (4,000,000) annual aggregate. In addition, the City shall maintain liability coverage in excess of the underlying limits of no less than Twenty Five Million (\$25,000,000) per occurrence.

13.4 The City shall also procure and maintain Workers' Compensation insurance in compliance with the statutory requirements of California law.

13.5 The City will provide the District with evidence of all the aforementioned insurance coverage within (30) days of full execution of this agreement. The City shall provide at least (30) days written notice to the District of any substantial change to or cancellation of said insurance. The City's general liability policy shall be revised to include the District and its Board of Trustees as additional insureds and provide the District with an additional insured endorsement page amending the policy.

14. Termination and Suspension of Agreement.

14.1. **Termination of Agreement.** This Agreement may be terminated by either Party, with or without cause, at any time during the Term by providing at least sixty (60) days prior written

notice to the other Party. However, such termination shall only take effect after the conclusion of all Courses being taught as well as Courses in which students have enrolled and are scheduled to be taught at the time of the delivery of the notice required by this Section so as to prevent termination of this Agreement during the period when a Course is in session or scheduled to be taught.

14.2. **Temporary Suspension of Agreement.** At the District's option, the District's obligations to conduct any Course and to make payments to the City corresponding to that Course may be suspended for the duration of any semester (or other applicable Course term) as to which fewer than the minimum number of students specified in Section 1.6 above have enrolled in the Course by the deadline date(s) established by the District. No suspension hereunder shall serve to extend the expiration date set forth in Section 5 above.

14.3. **Payment of Instructor's Salaries Upon Termination or Suspension.** If the City or the District terminate this Agreement pursuant to Section 14.1 above, or if the District suspends this Agreement as to any Course pursuant to Section 14.2 above, then the City shall be solely responsible for all salary or other payments owing to any Instructor.

15. **Survival of Obligations.** The City's indemnification, defense and payment obligations established in Sections 11, 12 and 12.2 above shall survive the expiration or termination of this Agreement and shall continue thereafter with respect to any and all Claims, whether those Claims are first asserted during the Term or after the expiration or termination of this Agreement.

16. **Miscellaneous.**

16.1. **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or the City.

16.2. **Entire Agreement; Modification.** This Agreement represents the entire understanding between the District and the City regarding the subject matter contained herein and supersedes all prior negotiations, representations or agreements, either written or oral, regarding the same. This Agreement (and the duties, responsibilities, and limitations of authority relative to each Party established herein) may be amended or modified only by an agreement in writing signed by both the District and the City.

16.3. **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To the District:
Long Beach Community College District
4901 East Carson Street
Long Beach, CA 90808
Attention: Vice President,
Administrative Services

Telephone No.:(562) 938-4406
Fax No.: (562) 429-0278
E-mail: agabel@lbcc.edu

With a copy to:
Contracts Management; G-4
4901 E.Carson Street
Long Beach, Ca 90808
Telephone No.: (562) 938-4848
Fax No.: (562) 938-4640
E-mail: mpadron@lbcc.edu

To the City:
City of Long Beach
City Manager
333 West Ocean Boulevard
Long Beach, California 90802-4664
Attention: Chief of Police
Telephone No.: (562) 570-7301

With a copy to:
Fire Chief
3205 Lakewood Blvd.,
Long Beach, California 90808
Telephone No.: (562) 570-2565

16.4. **Attorneys' Fees.** In the event any dispute between the Parties hereto should result in arbitration or litigation, or if any action at law or in equity is taken to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall (in addition to any other relief to which that Party may be entitled) be reimbursed for all reasonable costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees. As used herein, the term "prevailing Party" shall include without limitation any Party against whom a cause of action, complaint, cross-complaint, counterclaim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

16.5. **Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

16.6. **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

16.7. **Consent to Jurisdiction and Service of Process.** All judicial proceedings brought against any Party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt

requested, to any other Party at its address provided herein, such service being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action against said Party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

16.8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the Parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

16.9. **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

16.10. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

16.11. **Further Assurances.** Each Party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

16.12. **No Waiver.** Any waiver, consent or approval by either Party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

16.13. **Rights and Remedies.** Except as otherwise provided herein, no right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any Party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies. This Agreement is entered into as of the day and year first written above.

The "City"
City of Long Beach,
a California municipal corporation

The "District"
Long Beach Community College District,
a political subdivision of the State of
California

By: [Signature] Assistant City Manager
Name: Patrick H. West
Title: City Manager

By: [Signature]
Ann-Marie Gabel
Vice President, Administrative Svcs.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Approved as to Form:
Robert E. Shannon, City Attorney

O.K. To Process 4/9/10
[Signature]
Sign & Date

Approved by the
Board of Trustees:
Jan. 12, 2010

By: [Signature]
Name: Gary Anderson
Deputy City Attorney 2/24/10

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