



AGREEMENT FOR SERVICES

**29365**

THIS AGREEMENT is made this 18<sup>th</sup> day of July, 2005, between **CITY OF LONG BEACH**, hereinafter called the Contractor, and **LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows: To provide additional services, training, supplies and equipment for the 21st Century Long Beach Winners Reaching Amazing Potential (WRAP) after-school programs at Lee, King, (CN1868.01) Edison, Garfield, Grant, Lafayette, (CN1869.01) Hudson (CN2007.01) and Burbank (CN2008.01) schools, as per Attachment A.

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

The District agrees to pay the Contractor a total not to exceed ONE HUNDRED NINETY FIVE THOUSAND NINE HUNDRED FORTY EIGHT DOLLARS AND NO/100 (\$195,948.00), for the above services.

The effective time period of this agreement is August 23, 2005 through June 30, 2006.

The Contractor agrees to provide Workers' Compensation Insurance covering services to be provided by Contractor under this agreement, or to self-insure such services. 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.

During the entire term of this Contract, the Contractor, if applicable, shall fully comply with the provisions 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**

By *Gerald R. Miller*

Print Name GERALD R. MILLER

Title CITY MANAGER

Date 9.23.05

Address 333 WEST OCEAN BOULEVARD  
LONG BEACH, CA 90802

Phone (562) 570-6711

Tax ID# [REDACTED]

**LONG BEACH UNIFIED SCHOOL DISTRICT  
OF LOS ANGELES COUNTY**

By *Barrick L. Bartlett*

Barrick L. Bartlett

Purchasing and Contracts Director

Date 9/12/05

APPROVED AS TO FORM

9/15, 20 05  
ROBERT E SHANNON, City Attorney

BY *[Signature]*  
SENIOR DEPUTY CITY ATTORNEY

ATTACHMENT A

21<sup>st</sup> CCLC special funding for: City of Long Beach Parks, Recreation and Marine

Site Directors and Program Leaders attending respective, mandatory staff development trainings need to be compensated for the time spent at these trainings over and above their salaries for their services provided for scheduled after-school program activities. Compensation and time spent at the staff trainings must be indicated on the invoices.

**\$24,392**

A CBO Policy and Procedures Manual pertaining to the Long Beach WRAP after-school programs that must be developed by January 1, 2006. A copy of the manual is required with the invoice.

**\$4,000**

Additional services or equipment or supplies as determined by the Principal and CBO and approved by the LBWRAP Facilitator for the following schools: Burbank, Edison, Garfield, Grant, Hudson, Lafayette, Lee, and Starr King.

**\$140,258**

Estimated Earnings over the grant caps for Garfield.

**Up to \$27,298**

Total Contract

**\$195,948**