

1 **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

2 **31078**

3 THIS AGREEMENT is made and entered into, in duplicate, as of August 1,
4 2008 pursuant to Board of Trustee Meeting of the Long Beach Community College
5 District held on July 8, 2008, and pursuant to a minute order of the City Council of
6 the City of Long Beach at its meeting held on NOVEMBER 18, 2008 by and between the
7 CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG
8 BEACH COMMUNITY COLLEGE DISTRICT, a public community college district
9 (hereinafter "DISTRICT"), whose business is located at 4901 East Carson Street, Long
10 Beach, California 90808, and collectively hereinafter referred to as the "PARTY" or
11 "PARTIES".

12 WHEREAS, because of the difficulty in recruiting and retaining qualified
13 police and safety personnel, the DISTRICT does not have the ability to provide the full
14 range of police/security services provided by a full service police department, such as the
15 Long Beach Police Department (LBPD); and

16 WHEREAS, the necessary expert law enforcement/police/security services,
17 knowledge, experience, and ability are not available through the DISTRICT, and the
18 DISTRICT is not able to hire and retain sufficient police officers and safety personnel with
19 the required knowledge, experience, and abilities; and

20 WHEREAS, the CITY and LBPD have demonstrated to the DISTRICT that
21 they have the necessary expert knowledge, experience, and ability to render highly
22 specialized technical services that are not available through the DISTRICT; and

23 WHEREAS, the CITY and LBPD are willing and able to provide the
24 DISTRICT with law enforcement/police/security services to address crime issues,
25 including those requiring highly specialized or technical knowledge and experience, and
26 to promote safety within the community, including, but not limited to, crime lab services,
27 detectives investigations, SWAT detectives, K-9 services, helicopter support services,
28 intelligence services community relations services, and peer support teams; and

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 WHEREAS, the CITY will provide equipment, materials, facilities, and
2 support services that are not feasibly available through the DISTRICT; and

3 WHEREAS, the DISTRICT intends to contract with the CITY for law
4 enforcement/police/security services to be provided by the LBPD at both the Pacific
5 Coast (PCC) and Liberal Arts (LAC) campuses, as well as other DISTRICT facilities
6 which are owned, operated, maintained, controlled, or administered by the DISTRICT;
7 and

8 WHEREAS, criminal incidents involving the violation of the personal health,
9 safety, and welfare of persons and property occurring in or around the DISTRICT
10 campuses and facilities are a concern of the Long Beach community; and

11 WHEREAS, the CITY intends to enhance and promote perceptions of
12 personal safety to the community as a whole; and

13 WHEREAS, contracting with the CITY will avoid duplication of
14 administrative personnel, and provide the DISTRICT with specialized law
15 enforcement/police/security services in the areas of supervision, personnel, records, and
16 labor issues; and

17 WHEREAS, costs of the LBPD police/security services provide herein,
18 including the salary and benefits of the sworn and civilian staff, their equipment, and an
19 overtime contingency, will be provided or reimbursed by the DISTRICT; and

20 WHEREAS, as a result of the foregoing, the authority for the DISTRICT to
21 enter into a contract with the CITY for the performance of municipal police and security
22 services by the CITY and LBPD is granted by Government Code §55631;

23 NOW, THEREFORE, in consideration of the above premises and mutual
24 terms and conditions herein, the PARTIES agree as follows:

25 Section 1. The CITY shall, through the LBPD, provide law
26 enforcement/police/security protection for the DISTRICT's campuses and facilities,
27 employees, students, visitors, equipment, and activities. Except as otherwise herein
28 specifically set forth, such service shall encompass duties and functions of the type

1 coming within the jurisdiction of and customarily rendered by the LBPD under the Charter
2 of the CITY, the Long Beach Municipal Code, rules, and regulations, and statutes of the
3 State of California.

4 Section 2. Law enforcement/police/security protection, as set forth in
5 Section 1, shall include, but not be limited to; the following types of services (See also
6 Section 10):

7 A. Maintaining security for the purpose of protecting the health,
8 safety, and welfare of DISTRICT students, faculty, employees, and visitors;

9 B. Maintaining security of DISTRICT buildings, equipment,
10 facilities, parking lots, and property;

11 C. Responding to calls for service, investigating injuries and
12 accidents, interviewing victims, complainants, and witnesses; writing reports, and
13 submitting copies of such reports to the DISTRICT;

14 D. Enforcing State statutes, municipal ordinances of the CITY
15 and DISTRICT policies;

16 E. Providing security and maintaining order at meetings,
17 hearings, rallies, and other gatherings;

18 F. Patrolling on foot as well as in patrol cars campus grounds,
19 buildings, facilities, and parking lots with the intent of being visible, engaging and
20 accessible to students;

21 G. Increased field support the first two weeks of every semester;

22 H. Observing and reporting public safety problems, safety,
23 hazards, other matters needing further attention by the DISTRICT, including
24 responding to incidents and preparing appropriate reports and submittal of such
25 reports to the appropriate DISTRICT personnel;

26 I. Rendering aid to students, faculty, and visitors, including
27 vehicle jump starts and retrieval of keys locked in vehicles by means of equipment
28 provided and maintained by the DISTRICT;

1 J. Providing safety escorts upon request for students, faculty,
2 employees, and visitors;

3 K. Participating in administrative hearings as directed by the
4 DISTRICT;

5 L. Providing information as requested by the Dean of Student
6 Affairs regarding reported incidents of student misconduct for the DISTRICT's
7 utilization in student disciplinary and due process hearings;

8 M. Receiving, investigating, and responding to citizen complaints;

9 N. Enforcing parking regulations and issuing citations, as
10 directed by the DISTRICT;

11 O. Impounding vehicles and abandoned bicycles;

12 P. Providing crime statistics and maintaining compliance with the
13 Cleary Act and present an annual report to the Board of Trustees on the crime
14 statistics;

15 Q. Coordinating with DISTRICT personnel to provide
16 educationally appropriate experiences for cadets within the DISTRICT cadet
17 program;

18 R. Maintaining required training and qualification requirements,
19 including but not limited to, First Aid, CPR, and AED certification;

20 S. Assisting with DISTRICT emergency planning and
21 preparedness, and serving as first responders to any emergency; and

22 T. Participating in a variety of community college relations, crime
23 prevention, and police safety activities.

24 Section 3. This Agreement shall commence on August 1, 2008 and
25 continue for a period of three (3) years, through and including July 31, 2011. The term of
26 this agreement shall be subject to early termination pursuant to the provisions of Section
27 17 below.

28 Section 4. Subject to the conditions as set forth herein, the CITY shall

1 provide a unit of four (4) Police Officers with Peace Officer Standards Training (P.O.S.T.)
2 II certification and sixteen (16) Security Officers to patrol the PCC and LAC campuses,
3 and other DISTRICT facilities or activities located within the CITY of Long Beach on
4 seven (7) day per week, twenty-four (24) hour per day basis. The LBPDP shall increase
5 the scheduling of motor support the first two weeks of every semester. In addition, the
6 CITY shall provide one (1) Public Safety Dispatcher to be located at the CITY's
7 communications center and one (1) Clerk Typist III to be located on site at the
8 DISTRICT's Public Safety Office. The LBPDP Chief of Police, or his designee, shall from
9 time to time, prepare and implement shift, daily, weekly and monthly schedules of the
10 deployment of Police Officers and Security Officers. The scheduled utilization shall
11 remain within the budget as provided in Exhibit "A" and incorporated herein by this
12 reference. This does not constitute a "constant manning" budget. The personnel
13 described above represent the total number of Police and Security Officers available to
14 the DISTRICT. The PARTIES agree that the CITY will not be required to use personnel
15 from other locations to fill vacancies caused by short term absences for reasons,
16 including but not limited to training, sick leave, and/or vacation, except that (1) if the
17 absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or (2)
18 if the training is non-reimbursable to the CITY and is elective training, the CITY shall
19 provide personnel to fill the vacancy for the duration of the short term absence, or shall
20 provide a credit for the absence, as agreed to, upon discussion between the PARTIES.
21 The DISTRICT and the CITY agree that short term absences, except for the reimbursable
22 P.O.S.T. mandated training and the elective training set forth above, will be staffed on an
23 overtime basis whenever such staffing is mutually agreed upon by the CITY and the
24 DISTRICT. On a monthly basis, the CITY shall provide to the DISTRICT a written report
25 identifying the schedules of the deployment of Police Officers and Security Officers and
26 the overtime incurred by the Public Safety Dispatcher and the Clerk Typist III. The CITY
27 shall also provide the DISTRICT with such crime reporting information necessary to
28 comply with federal reporting requirements of the DISTRICT. DISTRICT shall have the

1 right to participate in the selection process of personnel assigned to the DISTRICT. If the
2 DISTRICT is dissatisfied with the services rendered by an individual, the DISTRICT will
3 issue a written request to the CITY. The DISTRICT shall have the right to approve the
4 proposed substitute person in the DISTRICT's reasonable discretion.

5 Section 5. Subject to the conditions as set forth herein, the CITY shall
6 provide the services of a sworn police Lieutenant to perform duties including, but not
7 limited to, the following: (1) working with the DISTRICT staff on a continuous basis to
8 develop program goals and objectives and developing strategies with assigned officers to
9 implement same; (2) reviewing activity logs to identify problems and developing
10 programs for officers to meet specific target goals including, but not limited to,
11 intelligence, undercover activities, staff and student safety, graffiti abatement strategies,
12 parking enforcement, and other needs identified by the DISTRICT; (3) meeting no less
13 than monthly with the DISTRICT's designated contract liaison to review prior activities
14 and develop plans for the next month; (4) organizing and implementing training programs
15 for assigned officers as well as other sworn officers who might be assigned on a
16 temporary basis to the DISTRICT; and (5) developing plans to address the unique needs
17 of a community college, including protection of expressive rights and assembly. The
18 Lieutenant shall devote no less than one hundred sixty (160) hours per month in
19 connection with the performance of the above-described duties. The schedule
20 utilizations shall remain within the budget as provided in Exhibit "A" and incorporated
21 herein by this reference. This does not constitute a "constant manning budget." The
22 Lieutenant described above represents the total number of Lieutenants available to the
23 DISTRICT. The PARTIES agree that the CITY will not be required to use personnel from
24 other locations to fill any vacancy caused by the Lieutenant's short term absences for
25 reasons, including, but not limited to training, sick leave, and/or vacation, except that (1) if
26 the absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or
27 (2) if the training is non-reimbursable to the CITY and is elective training, the CITY shall
28 provide personnel to fill the vacancy for the duration of the short term absence, or shall

1 provide a credit for the absence, as agreed to upon discussion between the PARTIES.
2 Short term absences for these purposes shall be defined as less than ten (10) working
3 days. The DISTRICT and the CITY agree that short term absences, except for the
4 reimbursable P.O.S.T. mandated training and the elective training set forth above, will be
5 staffed on a regular-time basis whenever such staffing is mutually agreed upon by the
6 CITY and the DISTRICT.

7 Section 6. In the event of a dispute between the PARTIES as to the
8 extent of the duties and functions to be rendered hereunder, or the minimum level or
9 manner of performance of such services including, but not limited to, situations where (1)
10 a criminal offense has been committed in an officer's presence; (2) there is a citizen or
11 officer in distress; and/or (3) there is an emergency requiring deployment of all available
12 sworn officers, the determination shall be made by the LBPD Chief of Police and shall be
13 final and conclusive. On a monthly basis, the LBPD Chief of Police or designee shall
14 provide the DISTRICT with a report describing the level of services provided during the
15 preceding month. The PARTIES agree that the Superintendent-President or designee of
16 the DISTRICT and the Chief of Police of the CITY shall have the authority to contact each
17 other to discuss concerns they have regarding any issues that arise under this
18 Agreement.

19 Section 7. CITY employees shall remain under the immediate direction
20 and control of the LBPD Chief of Police and not of the DISTRICT or any officer or
21 employee thereof. No person employed by the CITY to perform any of the duties set
22 forth in this Agreement shall, under any circumstances, be considered an agent or
23 employee of the DISTRICT. The CITY shall pay all wages, salaries and other amounts
24 due its employees in connection with this Agreement and shall be responsible for all
25 reports and obligations for such employees including, but not limited to, retirement
26 contributions, deferred compensation contributions, social security, income tax
27 withholding, unemployment compensation, and Workers' Compensation. The CITY
28 assumes all responsibility for all services provided pursuant to the Agreement, standards

1 of performance of its employees, discipline of officers, security officers, and personnel,
2 and other matters incident to the performance thereof.

3 Section 8. For valuable consideration as described in Exhibit "A", the
4 CITY shall provide:

5 A. Four (4) patrol vehicles clearly marked "Long Beach Police"
6 and equipped with the standard equipment required by the LBPD including MDC's,
7 fixed radio, black and white paint, light bar and control head, shotgun rack, and
8 identifying markings. Said vehicles shall be in such condition, both in appearance
9 and mechanical, as the average condition of patrol vehicles regularly used by the
10 CITY, and shall meet LBPD fleet standards. CITY shall provide all maintenance,
11 fuel, repair and replacement of vehicles. The CITY shall invoice the DISTRICT on
12 a monthly basis a charge for fleet services encompassing all of the above
13 mentioned expenses. When vehicles require replacement, the CITY shall replace
14 the vehicle per the CITY's customary practice or policy.

15 B. Twenty-one (21) hand-held radios.

16 C. All patrol cars and equipment of the CITY shall remain under
17 the immediate direction and control of the LBPD and not of the DISTRICT or any
18 officer or employee thereof.

19 D. All materials and equipment, with the exception of police
20 radios and computers, purchased by the CITY and reimbursed by the DISTRICT
21 shall become the property of the DISTRICT and shall be delivered to the
22 DISTRICT (together with any documentation evidencing title thereto) upon the
23 expiration or termination of this Agreement. The DISTRICT shall have the option
24 of selling said equipment back to the CITY at its fair market value upon the
25 expiration or termination of this Agreement. Police radios and computers will
26 remain the possession of the CITY and the DISTRICT shall be reimbursed for the
27 fair market value of this equipment.

28 E. Except as otherwise specifically provided herein, the CITY

1 shall provide all necessary labor, supervision, equipment, communication facilities,
2 and supplies necessary to maintain the agreed upon level of service to be
3 provided hereunder.

4 Section 9. The DISTRICT shall provide the CITY with:

5 A. Facilities at the Liberal Arts Campus, which shall include
6 workspace, data links, lockers and restroom facilities for both men and women,
7 computers compatible with LBPD software and such other tools, equipment, and
8 services as are necessary to perform the services agreed to, including, but not
9 limited to, custodial services, utilities, installation and maintenance of a T1 line,
10 televisions, DVD players and closed circuit (Cable) television. Acceptance of the
11 facilities shall be subject to the review and approval of the LBPD Police Chief or
12 his designee, and such acceptance shall not be unreasonably withheld. However,
13 additional modification to the facilities shall be subject to mutual agreement of the
14 DISTRICT and the CITY.

15 B. Four (4) telephone lines to the communication center to
16 establish a Virtual Private Network (VPN) connection.

17 Section 10. With the exception of Indirect Costs, discussed in Section 11
18 Exhibit "A", attached hereto and incorporated herein by this reference, represents the
19 maximum costs, expenses, and overtime allotment associated with the implementation of
20 the police/security/law enforcement services that are the subject of this Agreement. No
21 costs not specifically set forth in Exhibit "A" may be billed to the DISTRICT by the CITY
22 without the DISTRICT's expressed written consent. The CITY shall bill the DISTRICT for
23 its actual costs, within the maximums set forth in Exhibit "A" and in accordance with
24 Sections 11 and 17. The DISTRICT shall reimburse the CITY as set forth in Section 17.
25 Adjustments to Exhibit "A" may only be made in accordance with the provisions of
26 Section 17 hereunder or by mutual agreement of the PARTIES.

27 Whenever the CITY utilizes additional CITY personnel, equipment, or
28 resources not referenced in Exhibit "A" for the purpose of carrying out the

1 police/security/law enforcement services to be performed under this Agreement (i.e.
2 investigation of or processing of a crime uncovered by CITY personnel, or CITY requests
3 use of additional support, or crime lab services), the costs of such personnel, equipment
4 or resources shall be borne by the CITY, unless otherwise agreed to, in writing, by the
5 DISTRICT. Whenever the DISTRICT requests, in writing, additional services outside the
6 scope of the types of services enumerated in Section 2 herein, or requests, in writing,
7 that the CITY utilize an additional CITY personnel, equipment, or resources not
8 referenced in Exhibit "A" (i.e. DISTRICT requests that the CITY provide detectives to
9 conduct a special investigation for the DISTRICT), the cost of such personnel, equipment
10 or resources shall be borne by the DISTRICT out of the overtime budget at regular-time
11 rates. However, resources such as SWAT detectives, K-9, helicopter, and community
12 relations speakers shall be made available to the DISTRICT at no charge.

13 Overtime usage shall not exceed the agreed upon overtime budget set forth
14 in Exhibit "A". The PARTIES shall periodically meet to review overtime usage.

15 Section 11. Effective November 1, 2008, the DISTRICT agrees to
16 reimburse the CITY for Indirect (Overhead) Costs incurred by this agreement, as
17 determined by an annual Indirect Cost Study conducted by the CITY. A baseline amount
18 for indirect costs is set as Two-Hundred Eight-Eight Thousand Six Dollars (\$288,006.00)
19 for the CITY's Fiscal Year 2009. Indirect costs will be adjusted each year on October 1st,
20 and will be the lesser of the current Indirect Cost Study amount or a 3% increase of the
21 prior year's amount. This indirect cost amount will be listed in Exhibit "A" and will be
22 billed in equal monthly amounts.

23 Section 12. The CITY shall submit invoices to the DISTRICT on a monthly
24 basis. Such invoices shall include the peace officer's and/or security officer's
25 identification number, total hours worked, and any explanation for exceptions to the
26 shifts/hours worked. CITY shall provide supporting documentation for all requested
27 authorized reimbursable expenses and such documentation shall be attached to the
28 invoice when submitted. In accordance with the Agreement, the CITY shall provide patrol

1 and supervisory services to ensure coverage seven (7) days a week, twenty-four (24)
2 hours a day with an increase in coverage the first two (2) weeks of each semester. The
3 DISTRICT shall pay said invoices within forty-five (45) days of receipt.

4 Section 13. The DISTRICT shall defend, indemnify and hold CITY, its
5 officers, employees, and agents harmless from and against all claims, demands,
6 damage, loss, causes of action, liabilities, costs, and expenses, including reasonable
7 attorneys' fees, whether or not reduced to judgment or paid through settlement, arising
8 from or attributable to any act or omission of the DISTRICT, its officers, agents,
9 employees, or visitors which is connected in any way with its performance of this
10 Agreement specifically including, but not limited to, any dispute which may arise between
11 DISTRICT employees, and/or employee organizations.

12 Section 14. The CITY shall defend, indemnify and hold DISTRICT, its
13 Board of Trustees, officers, employees, sub consultants and agents harmless from and
14 against all claims, demands, damage, loss, causes of action, liabilities, costs, and
15 expenses, including reasonable attorneys' fees, whether or not reduced to judgment or
16 paid through settlement, arising from or attributable to any act or omission of the CITY, its
17 officers, employees, agents or visitors which is connected in any way with its
18 performance of this Agreement. The CITY exclusively assumes responsibility for acts of
19 its employees or agents as they relate to the services to be provided during the course
20 and scope of their employment. The CITY, its agents, and employees are not considered
21 in any manner to the DISTRICT employees.

22 Section 15. The indemnification clauses set forth in Sections 12 and 13
23 shall survive termination of the Agreement and shall not be limited to the availability or
24 collectability of insurance coverage. By providing for indemnification by and among the
25 PARTIES hereto, as set forth above, it is expressly understood that the provisions of
26 California Government Code §895.2 and 895.6 are not applicable to the Agreement. The
27 provisions of California Civil Code §2778 regarding interpretation of indemnity
28 agreements are made a part hereof as though fully set forth herein.

1 Section 16. Any notice required hereunder shall be in writing and
2 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
3 as follows:

4 If to DISTRICT: Attention: Contracts Management, G-4
5 Long Beach Community College District
6 4901 E. Carson Street
7 Long Beach, California 90808

8
9 With a copy to: Attention: Director of Risk Services, G-4
10 Long Beach Community College District
11 4901 E. Carson Street
12 Long Beach, California 90808

13
14 If to CITY: Attention: Chief of Police
15 Long Beach Police Department
16 400 W. Broadway
17 Long Beach, California 90802

18 Notice shall be deemed given on the date delivered or the date deposited in the mail,
19 whichever first occurs.

20 Section 17. Whenever the Long Beach City Council by resolution shall
21 change the compensation to the classification of Lieutenant, Police Officer, Security
22 Officer, Public Safety Dispatcher, and/or Clerk Typist III, the LBPD Chief of Police shall
23 make a corresponding change to Exhibit "A" as provided in Section 10 above and deliver
24 the amended Exhibit "A" to the DISTRICT. The amended Exhibit "A" as provided in
25 Section 10 above shall govern this Agreement from the effective date of the salary
26 increase. Any other adjustments to Exhibit "A" expenses shall be presented to the
27 DISTRICT by the CITY and must be mutually agreed upon in writing by the PARTIES to
28 be effective. Prior to the presentation to the Long Beach City Council of any proposed

1 resolution changing the compensation, the CITY shall advise the DISTRICT
2 Superintendent-President or designee regarding any proposed changed.

3 Section 18. Either party shall have the right to terminate this Agreement
4 for any reason, without penalty, by giving the other PARTY sixty (60) days written notice
5 prior to the date of termination. In the event of termination, the DISTRICT shall pay the
6 CITY for services satisfactorily performed up to the effective date of termination for which
7 the CITY has not been previously paid.

8 Section 19. This Agreement shall not be amended, nor any provision or
9 breach hereof waived, except in writing signed by the PARTIES which expressly refers to
10 this Agreement. In signing any such writing, the person signing on behalf of each PARTY
11 hereto shall certify that he/she is authorized by his/her principal to either waive or amend
12 any provision of the Agreement. Clarifications concerning provisions contained within
13 this Agreement may be mutually agreed upon by the PARTIES and reduced to writing in
14 the form of written Amendment executed by the City Manager on behalf of the CITY and
15 Superintendent-President on behalf of the DISTRICT, or their designees.

16 Section 20. This Agreement, including all exhibits attached hereto,
17 constitutes the entire agreement of the PARTIES and supersedes all other agreements,
18 negotiations, or understandings, whether oral or written, with respect to the subject
19 matter contained herein.

20 Section 21. This Agreement shall be governed by and construed in
21 accordance with the laws of the State of California. The CITY and the DISTRICT agree
22 that the courts of the County of Los Angeles shall have exclusive jurisdiction over any
23 litigation between the PARTIES arising from this Agreement.

24 Section 22. The terms of this Agreement have been negotiated between
25 the PARTIES as an arm's length transaction. The language contained in all the parts of
26 the Agreement shall be construed as a whole in accordance with its fair meaning and
27 without regard to California Civil Code §1654 or similar statues, and neither this
28 Agreement nor any part hereof shall be construed against either PARTY as the drafter.

1 Section 23. All reports as well as drawings, plans, studies, memoranda,
2 and other documents assembled or prepared by or for, or furnished to DISTRICT in
3 connection with this Agreement shall be the property of DISTRICT, excepting law
4 enforcement records prepared by the LBPD. The CITY shall permit the authorized
5 representatives of the DISTRICT to inspect and audit all law enforcement records
6 prepared by the LBPD, data, and records relating to performance under this Agreement,
7 unless otherwise prohibited by law. For purposes of this Section, the CITY shall comply
8 with the California Public Records Act, Government Code § 6250 et seq.

9 Section 24. The CITY shall not transfer or assign its rights or delegate its
10 duties hereunder without prior written consent of the DISTRICT. Any attempted
11 assignment or delegation shall be void and any purported assignee or delegate shall
12 acquire no right or interest by reason of such attempted assignment or delegation.

13 Section 25. The CITY certifies that it has no interest and shall not acquire
14 any interest, direct or indirect, which would conflict in any manner or degree with the
15 performance of services under this Agreement, except as allowed by law. The CITY
16 further certifies that in the performance of this Agreement, no person having any such
17 interest shall be employed hereunder.

18 Section 26. In connection with performance of this Agreement and subject
19 to applicable rules and regulations, and all federal and state anti-discriminatory laws,
20 neither PARTY shall discriminate against any employee or applicant for employment on
21 the basis of race, religion, national origin, color, age, sex, sexual orientation, gender
22 identity, AIDS, HIV status, handicap or disability. The PARTIES shall ensure that
23 applicants are employed, and that employees are treated during their employment,
24 without regard to these bases. Such actions shall include, but not be limited to, the
25 following: employment, upgrading, demotion or transfer; recruitment or recruitment
26 advertising; layoff or termination; rates of pay or other forms of compensation; and
27 selection for training, including apprenticeship.

28 Section 27. Concurrent with the execution of this Agreement and in partial

1 performance of CITY's obligations hereunder, CITY shall deliver to DISTRICT a
2 Certificate of Self-Insurance on CITY'S standard form providing evidence of coverage for:

3 A. Commercial general liability self-insurance equivalent in
4 coverage scope to ISO CG 00 01 10 93 in an amount not less than Two Million
5 Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in
6 aggregate,

7 B. Commercial automobile liability equivalent in coverage to ISO
8 form CA 00 01 06 92 in an amount not less than One Million Dollars (\$1,000,000)
9 combined single limit covering Auto Symbol 1 ("Any Auto"),

10 C. Police professional liability or errors and omissions coverage
11 in an amount of One Million Dollars (\$1,000,000) per claim and Two Million Dollars
12 (\$2,000,000 in aggregate), and

13 D. Workers' compensation and employer's liability in an amount
14 not less than One Million Dollars (\$1,000,000) per accident or occupational illness
15 as required by the California Labor Code.

16 The general liability self-insurance shall be amended to include an
17 additional insured endorsement to the general liability insurance equivalent in coverage
18 scope ISO form CG 20 26 11 85 naming "DISTRICT, its board of trustees, officials, and
19 employees" as additional insureds under the general liability coverage. With respect to
20 this Agreement, the self-insurance program shall not be suspended, voided, changed, or
21 cancelled by CITY except after thirty (30) days prior written notice to DISTRICT, and shall
22 be primary and noncontributing to any other insurance or self-insurance maintained by
23 DISTRICT.

24 Any modification of waiver of Section 26's requirements shall be made only
25 with the mutual approval of the CITY's and DISTRICT's Risk Manager or designee.

26 Section 28. If any provision of this Agreement as applied to either PARTY
27 or to any circumstance is adjudged by a court of competent jurisdiction to be void or
28 unenforceable for any reason, this fact shall in no way affect, to the maximum extent

1 permissible by law, any other provision of this Agreement, the application of any such
2 provision under circumstances different from those adjudicated by the court, or the
3 validity of enforceability of this Agreement as a whole.

4 Section 29. Time is of the essence in the performance of each PARTY's
5 respective obligations under this Agreement.

6 Section 30. Nothing in this Agreement, express or implied, is intended to
7 confer any rights or remedies under or by reason of the Agreement on any person other
8 than the PARTIES to it. Nothing contained in this Agreement is intended to relieve or
9 discharge any obligation of any third person or to any PARTY to this Agreement or give
10 any third person any right of subrogation over or action against any PARTY to this
11 Agreement.

12 Section 31. The remedies set forth in this Agreement are cumulative and
13 not exclusive to any other legal or equitable remedy available to a PARTY.

14 Section 32. This Agreement may be executed in one or more
15 counterparts, each of which shall be deemed an original, but all of which together shall
16 constitute one and the same instrument.

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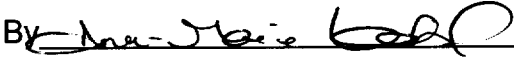
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

LONG BEACH COMMUNITY COLLEGE DISTRICT, a public community college district

March 23, 2009


By 

Ann-MARIE GABEL
Type or Print Name

"DISTRICT"

CITY OF LONG BEACH, a municipal corporation

April 1, 2009

By 
Anthony W. Batts, Chief of Police

"City"

Approved as to form this 31 day of March, 2009.

ROBERT E. SHANNON, City Attorney

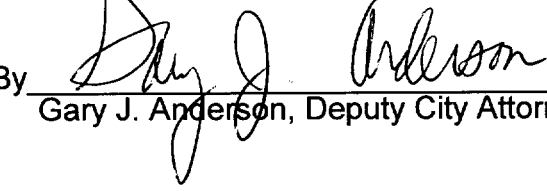
By 
Gary J. Anderson, Deputy City Attorney

EXHIBIT "A"

Cost of Police Services to the
Long Beach City College

Cost for August 1, 2008 - September 30, 2008

PERSONNEL

Straight Time w/Benefits	# of Positions	Annual Hours to be billed	Hourly Rate	Est Monthly Cost	Annual Totals
Police Lieutenant	1	2,088	\$80.713	14,044	168,528
Police Officer	4	8,352	\$54.176	37,706	452,476
Special Services Officer III	16	33,408	\$35.733	99,482	1,193,778
Public Safety Dispatcher II	1	2,088	\$40.224	6,999	83,987
Clerk Typist III	1	2,088	\$33.442	5,819	69,827
				164,050	1,968,597

Overtime with FICA and/or Medicare

Average OT ¹	--	2,089	\$45.773	7,968	95,619
				7,968	95,619

EQUIPMENT	# of Units	Est Unit Monthly Cost	Est Unit Annual Cost	Est Monthly Cost	Annual Totals
Black & White ¹	4	1,482	17,787	5,929	71,148
B & W Computer	2	80	960	160	1,920
B & W Radio	4	20	240	80	960
Handheld Radio	15	30	360	450	5,400
Supplies, Office Equipment, Uniforms, Training, Travel ¹	-	1,667	20,006	1,667	20,006
				8,286	99,434

INDIRECT COSTS

Indirect Costs ^{2,3} Police Department Costs only				0	0
				0	0

TOTAL Monthly/Annual Costs

180,304 2,163,649

Notes:

¹ To be billed at actual costs

² Indirect Costs excludes Workers' Compensation costs, which are direct charged

³ From FY06 PFM Cost Allocation Plan, as modified by CM/LBCC negotiations

EXHIBIT "A"

**Cost of Police Services to the
Long Beach City College**

Cost for October 1, 2008 - October 31, 2008

PERSONNEL

Straight Time w/Benefits	# of Positions	Annual Hours to be billed	Hourly Rate	Est Monthly Cost	Annual Totals
Police Lieutenant	1	2,088	\$86.186	14,996	179,957
Police Officer	4	8,352	\$61.869	43,061	516,729
Special Services Officer III	16	33,408	\$35.921	100,005	1,200,065
Public Safety Dispatcher II	1	2,088	\$42.136	7,332	87,981
Clerk Typist III	1	2,088	\$34.473	5,998	71,980
				171,393	2,056,711

Overtime with FICA and/or Medicare

Average OT ¹	--	2,089	\$43.157	7,513	90,155
				7,513	90,155

EQUIPMENT	# of Units	Est Unit Monthly Cost	Est Unit Annual Cost	Est Monthly Cost	Annual Totals
Black & White ¹	4	1,482	17,787	5,929	71,148
B & W Computer	2	80	960	160	1,920
B & W Radio	4	20	240	80	960
Handheld Radio	15	30	360	450	5,400
Supplies, Office Equipment, Uniforms, Training, Travel ¹	-	1,667	20,006	1,667	20,006
				8,286	99,434

INDIRECT COSTS

Indirect Costs ^{2,3} Police Department Costs only				0	0
				0	0

TOTAL Monthly/Annual Costs				187,192	2,246,300
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Notes:

¹ To be billed at actual costs

² Indirect Costs excludes Workers' Compensation costs, which are direct charged

³ From FY06 PFM Cost Allocation Plan, as modified by CM/LBCC negotiations

EXHIBIT "A"

**Cost of Police Services to the
Long Beach City College**

Cost for November 1, 2008 - July 31, 2009

PERSONNEL

Straight Time w/Benefits	# of Positions	Annual Hours to be billed	Hourly Rate	Est Monthly Cost	Annual Totals
Police Lieutenant	1	2,088	\$86.186	14,996	179,957
Police Officer	4	8,352	\$61.869	43,061	516,729
Special Services Officer III	16	33,408	\$35.921	100,005	1,200,065
Public Safety Dispatcher II	1	2,088	\$42.136	7,332	87,981
Clerk Typist III	1	2,088	\$34.473	5,998	71,980
				171,393	2,056,711

Overtime with FICA and/or Medicare

Average OT ¹	--	2,089	\$43.157	7,513	90,155
				7,513	90,155

EQUIPMENT	# of Units	Est Unit Monthly Cost	Est Unit Annual Cost	Est Monthly Cost	Annual Totals
Black & White ¹	4	1,482	17,787	5,929	71,148
B & W Computer	2	80	960	160	1,920
B & W Radio	4	21	252	84	1,008
Handheld Radio	21	30	360	630	7,560
Supplies, Office Equipment, Uniforms, Training, Travel ¹	-	1,667	20,006	1,667	20,006
				8,470	101,642

INDIRECT COSTS

Indirect Costs ^{2,3} Police Department Costs only	24,001	288,006
	24,001	288,006

TOTAL Monthly/Annual Costs 211,376 2,536,514

Notes:

¹ To be billed at actual costs

² Indirect Costs excludes Workers' Compensation costs, which are direct charged

³ From FY06 PFM Cost Allocation Plan, as modified by CM/LBCC negotiations