

AGREEMENT FOR LAW ENFORCEMENT SERVICES

34868

THIS AGREEMENT is made and entered into, in duplicate, as of October 20, 2017, pursuant to a Board of Trustees Meeting of the Long Beach Community College District held on Sept. 14, 2017, and pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on October 17, 2017, by and between the CITY OF LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH COMMUNITY COLLEGE DISTRICT, a public community college district (hereinafter "DISTRICT"), whose business is located at 4901 East Carson Street, Long Beach, California 90808, and collectively hereinafter referred to as the "PARTY" or "PARTIES".

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

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

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

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

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, 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 LBPB 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 LBPB 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 LBPB 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 LBPB, 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:

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

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

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

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

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

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

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

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

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

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- 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 student assistants within the DISTRICT
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 October 1, 2017 and
25 continue for a period of five (5) years, through and including September 30, 2022. The
26 term of this agreement shall be subject to early termination pursuant to the provisions of
27 Section 18 below.

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1 Section 4. Subject to the conditions as set forth herein, the CITY shall
2 provide a unit of four (4) Police Officers with Peace Officer Standards Training (P.O.S.T.)
3 II certification and twelve (12) Special Services Officers (III), and one (1) Special Services
4 Officer (IV) to patrol the PCC and LAC campuses, and other DISTRICT facilities or
5 activities located within the CITY of Long Beach on seven (7) day per week, twenty-four
6 (24) hour per day basis. The LBPD shall increase the scheduling of motor support the
7 first two weeks of every semester. In addition, the CITY shall provide one (1) Public
8 Safety Dispatcher to be located at the CITY's communications center. The LBPD Chief
9 of Police, or his designee, shall from time to time, prepare and implement shift, daily,
10 weekly and monthly schedules of the deployment of Police Officers and Special Services
11 Officers. The scheduled utilization shall remain within the budget as provided in Exhibit
12 "A" and incorporated herein by this reference. This does not constitute a "constant
13 manning" budget. The personnel described above represent the total number of Police
14 and Special Services Officers available to the DISTRICT.

15 The PARTIES agree that the CITY will not be required to use personnel
16 from other locations to fill vacancies caused by short term absences for reasons,
17 including but not limited to training, sick leave, and/or vacation, except that (1) if the
18 absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or (2)
19 if the training is non-reimbursable to the CITY and is elective training, the CITY shall
20 provide personnel to fill the vacancy for the duration of the short term absence, or shall
21 provide a credit for the absence, as agreed to, upon discussion between the PARTIES.

22 The DISTRICT and the CITY agree that short term absences, except for the
23 reimbursable P.O.S.T. mandated training and the elective training set forth above, will be
24 staffed on an overtime basis whenever such staffing is mutually agreed upon by the CITY
25 and the DISTRICT. On a monthly basis, the CITY shall provide to the DISTRICT a
26 written report identifying the schedules of the deployment of Police Officers and Special
27 Services Officers. The CITY shall also provide the DISTRICT with such crime reporting
28 information necessary to comply with federal reporting requirements of the DISTRICT.

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

6 Section 5. Subject to the conditions as set forth herein, the CITY shall
7 provide the services of a sworn police Lieutenant to perform duties including, but not
8 limited to, the following: (1) working with the DISTRICT staff on a continuous basis to
9 develop program goals and objectives and developing strategies with assigned officers to
10 implement same; (2) reviewing activity logs to identify problems and developing
11 programs for officers to meet specific target goals including, but not limited to,
12 intelligence, undercover activities, staff and student safety, graffiti abatement strategies,
13 parking enforcement, and other needs identified by the DISTRICT; (3) meeting no less
14 than monthly with the DISTRICT's designated contract liaison to review prior activities
15 and develop plans for the next month; (4) organizing and implementing training programs
16 for assigned officers as well as other sworn officers who might be assigned on a
17 temporary basis to the DISTRICT; and (5) developing plans to address the unique needs
18 of a community college, including protection of expressive rights and assembly.

19 The Lieutenant shall devote no less than one hundred sixty (160) hours per
20 month in connection with the performance of the above-described duties. The schedule
21 utilizations shall remain within the budget as provided in Exhibit "A" and incorporated
22 herein by this reference. This does not constitute a "constant manning budget." The
23 Lieutenant described above represents the total number of Lieutenants available to the
24 DISTRICT. The PARTIES agree that the CITY will not be required to use personnel from
25 other locations to fill any vacancy caused by the Lieutenant's short term absences for
26 reasons, including, but not limited to training, sick leave, and/or vacation, except that (1) if
27 the absence is caused by P.O.S.T. mandated training that is reimbursable to the CITY, or
28 (2) if the training is non-reimbursable to the CITY and is elective training, the CITY shall

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

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

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

1 assumes all responsibility for all services provided pursuant to the Agreement, standards
2 of performance of its employees, discipline of officers, Special Services Officers, and
3 personnel, and other matters incident to the performance thereof.

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

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

16 B. Nineteen (19) hand-held radios.

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

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

1 E. Except as otherwise specifically provided herein, the CITY
2 shall provide all necessary labor, supervision, equipment, communication facilities,
3 and supplies necessary to maintain the agreed upon level of service to be
4 provided hereunder.

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

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

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

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

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

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

17 Section 11. The DISTRICT agrees to reimburse the CITY for Indirect
18 (Overhead) Costs incurred by this Agreement, equal to twelve point seven percent
19 (12.7%) of the Direct Costs shown on Exhibit "A" to this Agreement. Direct Costs are
20 herein defined as Personnel costs consisting of straight-time with all benefits including
21 but not limited to Workers Compensation and Pension Bond costs plus overtime costs
22 including Medicare for Sworn personnel and Medicare and FICA for Civilian personnel
23 plus all Equipment costs shown on Exhibit "A" to this Agreement. Indirect Costs will be
24 adjusted annually each October 1st to equal twelve point seven percent (12.7%) of the
25 then current Direct Costs shown on the then current Exhibit "A" for the applicable October
26 1st through September 30th annual period.

27 Section 12. The CITY shall submit invoices to the DISTRICT on a monthly
28 basis. Such invoices shall include the peace officer's and/or Special Services Officer's

1 identification number, total hours worked, and any explanation for exceptions to the
2 shifts/hours worked. CITY shall provide supporting documentation for all requested
3 authorized reimbursable expenses and such documentation shall be attached to the
4 invoice when submitted. In accordance with the Agreement, the CITY shall provide patrol
5 and supervisory services to ensure coverage seven (7) days a week, twenty-four (24)
6 hours a day with an increase in coverage the first two (2) weeks of each semester. The
7 DISTRICT shall pay said invoices within forty-five (45) days of receipt.

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

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

26 Section 15. The indemnification clauses set forth in Sections 13 and 14
27 shall survive termination of the Agreement and shall not be limited to the availability or
28 collectability of insurance coverage. By providing for indemnification by and among the

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 PARTIES hereto, as set forth above, it is expressly understood that the provisions of
2 California Government Code §895.2 and §895.6 are not applicable to the Agreement.
3 The provisions of California Civil Code §2778 regarding interpretation of indemnity
4 agreements are made a part hereof as though fully set forth herein.

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

8 If to DISTRICT: Attention: Contracts Management, G-4
9 Long Beach Community College District
10 4901 E. Carson Street
11 Long Beach, California 90808

12
13 With a copy to: Attention: Director, Business Support Services, G-4
14 Long Beach Community College District
15 4901 E. Carson Street
16 Long Beach, California 90808

17
18 If to CITY: Attention: Chief of Police
19 Long Beach Police Department
20 400 W. Broadway
21 Long Beach, California 90802

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

24 Section 17. Whenever the Long Beach City Council by resolution shall
25 change the compensation to the classification of Lieutenant, Police Officer, Special
26 Services Officer and/or Public Safety Dispatcher, the LBPD Chief of Police shall make a
27 corresponding change to Exhibit "A" as provided in Section 10 above and deliver the
28 amended Exhibit "A" to the DISTRICT. The amended Exhibit "A" as provided in Section

1 10 above shall govern this Agreement from the effective date of the salary increase. Any
2 other adjustments to Exhibit "A" expenses shall be presented to the DISTRICT by the
3 CITY and must be mutually agreed upon in writing by the PARTIES to be effective. Prior
4 to the presentation to the Long Beach City Council of any proposed resolution changing
5 the compensation, the CITY shall advise the DISTRICT Superintendent-President or
6 designee regarding any proposed changed.

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

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

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

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

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

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

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

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

23 Section 26. In connection with performance of this Agreement and subject
24 to applicable rules and regulations, and all federal and state anti-discriminatory laws,
25 neither PARTY shall discriminate against any employee or applicant for employment on
26 the basis of race, religion, national origin, color, age, sex, sexual orientation, gender
27 identity, AIDS, HIV status, handicap or disability. The PARTIES shall ensure that
28 applicants are employed, and that employees are treated during their employment,

1 without regard to these bases. Such actions shall include, but not be limited to, the
2 following: employment, upgrading, demotion or transfer; recruitment or recruitment
3 advertising; layoff or termination; rates of pay or other forms of compensation; and
4 selection for training, including apprenticeship.

5 Section 27. Concurrent with the execution of this Agreement and in partial
6 performance of CITY's obligations hereunder, CITY shall deliver to DISTRICT a
7 Certificate of Self-Insurance on CITY'S standard form providing evidence of coverage for:

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

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

15 C. Police professional liability or errors and omissions coverage
16 in an amount of One Million Dollars (\$1,000,000) per claim and Two Million Dollars
17 (\$2,000,000 in aggregate), and

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

21 The general liability self-insurance shall be amended to include an
22 additional insured endorsement to the general liability insurance equivalent in coverage
23 scope ISO form CG 20 26 11 85 naming "DISTRICT, its board of trustees, officials, and
24 employees" as additional insureds under the general liability coverage. With respect to
25 this Agreement, the self-insurance program shall not be suspended, voided, changed, or
26 cancelled by CITY except after thirty (30) days prior written notice to DISTRICT, and shall
27 be primary and noncontributing to any other insurance or self-insurance maintained by
28 DISTRICT. Any modification or waiver of Section 27's requirements shall be made only

1 with the mutual approval of the CITY's and DISTRICT's Risk Manager or designee.

2 Section 28. If any provision of this Agreement as applied to either PARTY
3 or to any circumstance is adjudged by a court of competent jurisdiction to be void or
4 unenforceable for any reason, this fact shall in no way affect, to the maximum extent
5 permissible by law, any other provision of this Agreement, the application of any such
6 provision under circumstances different from those adjudicated by the court, or the
7 validity of enforceability of this Agreement as a whole.

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

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

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

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


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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

4 LONG BEACH COMMUNITY COLLEGE
5 DISTRICT, a public community college district

6 11/21, 2017

By 

7 Ann-Marie Gabel

Type or Print Name

8 "District"

9
10 CITY OF LONG BEACH, a municipal
11 corporation

12 Dec. 13, 2017

By 

City Manager

13 "City" Tom Modica
14 Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

15 Approved as to form this 30th day of November, 2017.

16
17 CHARLES PARKIN, City Attorney

18 By 

Deputy City Attorney

19
20
21
22
23
24 O.K. to Process

25 
26 Sign & Date



Long Beach Police Department
Cost Exhibit for Police Services - Long Beach City College
 Contract Period: 2018
 Contract Term: October 1, 2017 through September 30, 2018

Category 1: Personnel Costs					
Straight-Time	Number of Positions	Estimated Annual Straight-Time Hours per Employee	Total Estimated Annual Billable Hours	Fully Loaded Hourly Rate	Estimate of FY 18 Actuals
SSO III	12	2088	25056	\$43.82 - \$49.68	\$ 1,197,906.48
SSO IV	1	2088	2088	\$55.91 - \$55.91	\$ 116,740.08
Police Officer	4	2088	8352	\$87.97 - \$93.52	\$ 761,932.08
Police Lieutenant	1	2088	2088	\$125.37 - \$125.37	\$ 261,772.56
Subtotal: Straight-Time Costs					\$ 2,338,351.20
Premium Pay		Estimated Annual Work Hours per Employee	Total Estimated Annual Billable Hours	Premium Pay Hourly Rate	Estimate of FY 18 Actuals
One Officer Car Pay	4	832	3328	\$ 4.459	\$ 14,839.55
Subtotal: Premium Pay Costs					\$ 14,839.55
<small>Note: One Officer Car Pay applied to single officer unit hours worked between 4:30pm - 7:30PM per the POA contract</small>					
Overtime w/ Medicare	Number of Positions	Estimated Annual OT Hours Allocated to the Security Unit	Total Estimated Annual Billable Hours	Average Hourly OT Rate	Estimate of FY 18 Actuals
SSO III	12	1393	1393	\$ 44.750	\$ 62,336.75
SSO IV	1	116	116	\$ 56.250	\$ 6,525.00
Police Officer	4	464	464	\$ 87.353	\$ 40,531.56
Police Lieutenant	1	116	116	\$ 121.260	\$ 14,066.16
Subtotal: Overtime Costs					\$ 123,459.47
<small>Note: Overtime calculated by taking 1.5 times the average hourly rate + a 1.45% Medicare rate for sworn or 7.65% for civilian staff.</small>					
Total Personnel Costs					\$ 2,476,650.22

Category 2: Equipment Costs					
Description of Costs					Estimate of FY 18 Actuals
General Equipment Category 1	Uniforms, Equipment and Training				\$ 11,000.00
Subtotal: General Equipment Costs					\$ 11,000.00
Fleet Costs	Number of Vehicles Supported	Maintenance/Repairs Services	Fuel Costs	Capitization Charges	Estimate of FY 18 Actuals
	4	\$ 42,628.00	\$ 35,563.00	\$ 36,180.00	\$ 114,371.00
Subtotal: Fleet Costs					\$ 114,371.00
Technology Support Costs	Number of Positions Supported	Data Center Services	Email/Internet Services	Voice/Data Services	Estimate of FY 18 Actuals
		\$ 23,352.00	\$ 17,094.00	\$ 1,272.00	\$ 41,718.00
Subtotal: Technology Support Costs					\$ 41,718.00
Total Equipment Costs					\$ 167,089.00

Category 3: Indirect Cost Rate	
Total Indirect Costs	\$ 335,754.88
<small>Equal to 12.7 percent of personnel and equipment costs</small>	

Total Contract Amount for FY 2018	\$ 2,979,494.10
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Long Beach Disaster Preparedness and Emergency Communications
 FY18 Long Beach City College Security Agreement
 Exhibit "A-2" - Public Safety Telecommunicator
 Cost for October 1, 2017 - September 30, 2018

Direct Costs		Annual Hours to be Billed			Estimated	Annual Total
Personnel	# of	10/1/17-	Hourly Rate		Monthly Cost	10/1/17-
Straight Time w/Benefits	Positions	9/30/18				9/30/18
Public Safety Telecommunicator II	1	2088	\$ 52.28		\$ 9,097	\$ 109,167
Total					\$ 9,097	\$ 109,167

Indirect Costs				Estimated	Annual Total
				Monthly Cost	10/1/17-
					9/30/18
12.7% of Direct Costs				\$ 1,155	\$ 13,864
				\$ 1,155	\$ 13,864

TOTAL COSTS **\$ 10,253** **\$ 123,032**