

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

AGREEMENT

**36207**

THIS AGREEMENT is made and entered, in duplicate, as of December 8, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 7, 2021, by and between LONG BEACH COMMUNITY COLLEGE DISTRICT, a public corporation ("District"), whose address is 4901 E. Carson Street, Long Beach, California 90808, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City currently collects parking citation fines and forfeitures through the use of an automated parking system; and

WHEREAS, District has a parking enforcement program on its campuses and has requested City to process District's parking citations, and City is willing and able to do so on the terms and conditions in this Agreement; and

WHEREAS, it is mutually beneficial for City and District to implement such a program;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. RESPONSIBILITIES OF THE PARTIES.

A. City Responsibilities. City shall process parking citations issued by District's authorized personnel ("District Citations") in the same manner and to the same extent as the City processes parking citations issued by City's authorized personnel. City may amend its procedures from time to time and shall notify District as to any substantive changes.

i. The parking fines and fees will be established by the City Council.

ii. The City will provide parking citation handheld devices, hardware and software to interface with the City's automated parking system.

iii. The City will provide handwritten parking citation books

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to the District.

B. District Responsibilities. Records of all District Citations shall be delivered by District to City for processing by City on the business day next following the issuance of such citation. District shall conform to City provisions regarding the procedures for completing parking citations, as said provisions now exist or are amended from time to time.

2. DISTRIBUTION OF REVENUES.

A. Definitions.

i. "City's Processing Fee" is the internal cost to the City of processing each District Citation, which cost is determined by dividing the City's budgeted cost for processing all of the District Citations during the City's fiscal year by the anticipated number of District Citations to be processed during that fiscal year.

ii. "City's Costs" is separate from the City's Processing Fee and is defined as the total of the City's Processing Fee and all of the following:

- (a) Fees, charges and costs of the Court as established or modified by the Legislature from time to time;
- (b) Fees, charges and costs of the Department of Motor Vehicles;
- (c) Any other fee, charge or cost the City is required to pay to any government agency related to the processing of citations, whether such fee is currently required or is implemented in the future; and
- (d) The cost of collection, if necessary.

B. The City's Processing Fee during the initial term is Three Dollars and Forty-Five Cents (\$3.45) per District Citation. This fee may be adjusted annually to reflect changes in the City's actual cost of processing. The City shall provide the District with written notice of any adjustment to the Processing Fee thirty

1 (30) days prior to the effective date of the charge. The City's determination of its  
2 cost of processing each District Citation shall be final.

3 C. City shall receive ten percent (10%) of the Net Revenue derived  
4 from District Citations.

5 D. District shall receive ninety percent (90%) of the Net Revenue  
6 derived from District's Citations. City's obligation to pay District shall arise only after  
7 the City has actually received the payment of District Citations.

8 E. The City may renegotiate compensation identified in B and C  
9 above when the automated processing system and services are replaced or  
10 upgraded.

11 3. TERM AND TERMINATION.

12 A. The term of this Agreement shall commence at midnight on  
13 December 27, 2021, and shall terminate at 11:59 p.m. on December 26, 2023,  
14 unless sooner terminated as provided in this Agreement, or unless the services or  
15 the project is completed sooner. The term may be extended for three (3) additional  
16 one-year terms, at the discretion of the City Manager.

17 B. Either party may terminate this Agreement at any time by giving  
18 at least ninety (90) days' notice, in writing, to the other party at the address for notice  
19 provided in this Agreement.

20 C. Upon termination or expiration of this Agreement, District shall  
21 return all handwritten parking citation books, parking handheld devices, hardware  
22 and software to the City within thirty (30) days of the City's request.

23 4. INDEMNIFICATION.

24 A. District will protect, defend, indemnify and hold City, its officials,  
25 employees, and agents, harmless from and against any and all claims, demands,  
26 causes of action, losses, damages, and liabilities, whether or not reduced to  
27 judgment, which may be asserted against that party arising from or attributable to  
28 or caused directly or indirectly by District, its employees, or agents in the

1 performance of work under this Agreement, or any alleged negligent or intentional  
2 act, omission or misrepresentation by District, or its employees, or agents, which  
3 act, omission or misrepresentation is connected in any way with performance of  
4 work under this Agreement. If it is necessary for purposes of resisting, adjusting,  
5 compromising, settling, or defending any claim, demand, cause of action, loss,  
6 damage, or liability, or of enforcing this provision, for City to incur or to pay any  
7 expense or cost, District agrees to and will reimburse City within a reasonable time.  
8 District will give City notice of any claim, demand, cause of action, loss, damage or  
9 liability within ten (10) calendar days.

10 B. City will protect, defend, indemnify and hold District, its officials,  
11 employees, and agents, harmless from and against any and all claims, demands,  
12 causes of action, losses, damages, and liabilities, whether or not reduced to  
13 judgment, which may be asserted against that party arising from or attributable to  
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21 agrees to and will reimburse District within a reasonable time. City will give District  
22 notice of any claim, demand, cause of action, loss, damage or liability within ten (10)  
23 calendar days.

24 5. NOTICES. Any notice or approval required by this Agreement shall  
25 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
26 postage prepaid, addressed to District at the address first stated above, and to City at 411  
27 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of  
28 change of address shall be given in the same manner as stated for other notices. Notice

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1 shall be deemed given on the date deposited in the mail or on the date personal delivery  
2 is made, whichever occurs first.

3 6. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
4 constitutes the entire understanding between the parties and supersedes all other  
5 agreements, oral or written, with respect to the subject matter herein.

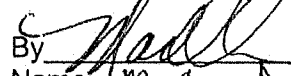
6 7. AMENDMENT. This Agreement, including all Exhibits, shall not be  
7 amended, nor any provision or breach waived, except in writing signed by the parties which  
8 expressly refers to this Agreement.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly  
10 executed with all formalities required by law as of the date first stated above.

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LONG BEACH COMMUNITY COLLEGE  
DISTRICT, a public corporation

\_\_\_\_\_, <sup>22</sup>2021

By   
Name Marlene Sinkuine  
Title V.P. Bus. Svcs

"District"

CITY OF LONG BEACH, a municipal  
corporation

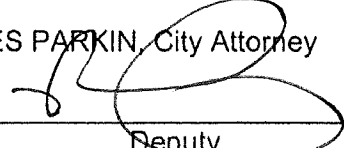
Feb 23, <sup>22</sup>2021

By   
City Manager

"City"

This Agreement is approved as to form on 2.15, <sup>22</sup>2021.

CHARLES PARKIN, City Attorney

By   
Deputy

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11 \_\_\_\_\_, 2021

LONG BEACH COMMUNITY COLLEGE  
DISTRICT, a public corporation

By   
Name Marlene Dinkine  
Title VL, Bus. Svcs

"District"

18 \_\_\_\_\_, 2021

CITY OF LONG BEACH, a municipal  
corporation

By \_\_\_\_\_  
City Manager

"City"

21 This Agreement is approved as to form on \_\_\_\_\_, 2021.

23 CHARLES PARKIN, City Attorney

24 By \_\_\_\_\_  
Deputy