

AGREEMENT FOR LAW ENFORCEMENT SERVICES
33521

LBUSD No. 6702-11
AUTHORIZED
BY
BOARD ACTION
Date 9/19/14 By _____
P.O. No. 6669171

1 THIS AGREEMENT is made and entered into, in duplicate, as of
2 September 5, 2014 pursuant to a minute order of the City Council of the City of
3 Long Beach at its meeting held on July 1, 2014, by and between the CITY OF LONG
4 BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH UNIFIED
5 SCHOOL DISTRICT (hereinafter "SCHOOL"), a California not-for-profit organization,
6 whose business is located at 1515 Hughes Way, Long Beach, California 90810.

7 WHEREAS, SCHOOL desires to contract with CITY for law enforcement
8 services at Long Beach Unified Schools; and

9 WHEREAS, CITY desires to coordinate efforts with SCHOOL in order to
10 reduce crime; and

11 WHEREAS, SCHOOL desires to coordinate efforts with CITY in order to
12 reduce crime;

13 NOW, THEREFORE, in consideration of the mutual terms, covenants and
14 conditions herein, the parties agree as follows:

15 Section 1. Unless otherwise terminated sooner in accordance with the
16 provisions herein, this Agreement shall commence on September 1, 2014 and shall
17 terminate on June 30, 2015.

18 Section 2. CITY shall provide as many Police Officers as requested by
19 SCHOOL up to five (5) Police Officers throughout the term of the Agreement on Tuesday
20 through Friday, except on days when students are not present. Said officers shall be
21 assigned to SCHOOL'S high school campuses as specified by SCHOOL. The Chief of
22 Police, or his designee, shall from time to time prepare and implement shift, daily, weekly
23 and monthly schedules of the deployment of officers and patrol cars. The scheduled
24 utilization shall not exceed the restrictions of the budget as provided in Exhibit "A"
25 attached hereto and incorporated herein by this reference.

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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 Section 3. Subject to prior consultations with SCHOOL, the Chief of
2 Police, or his designee, shall fulfill the level of services requested by SCHOOL within the
3 limits imposed in Section 2.

4 Section 4. SCHOOL shall reimburse CITY one hundred percent (100%)
5 of CITY'S actual per hour costs up to the limits described in Exhibit "A" attached hereto
6 and incorporated herein by this reference through June 30, 2015. Subject to the
7 conditions set forth in Section 7 hereunder, CITY shall adjust its request for
8 reimbursement to reflect changes in the actual costs.

9 Section 5. CITY shall furnish and supply all necessary labor, supervision,
10 equipment, communication facilities, and supplies necessary to maintain the level of
11 service to be rendered hereunder, except as otherwise agreed to in writing. All persons
12 employed in the performance of such service shall be CITY employees and shall remain
13 under the immediate direction and control of the Chief of Police and not of SCHOOL or
14 any employee thereof. CITY shall pay all wages, benefits, salaries and other amounts
15 due its employees in connection with this Agreement and shall be exclusively responsible
16 for computing, withholding, paying, recording and filing with respect to all obligations for
17 such employees including, but not limited to, social security, income tax withholding,
18 dues, unemployment compensation, and workers' compensation.

19 Section 6. CITY shall submit invoices to SCHOOL on a monthly basis.
20 Such invoices shall include the officers' identification numbers, total hours worked on the
21 project, miles accrued on the vehicles and any explanation for exceptions to the
22 shifts/hours worked. SCHOOL shall pay said invoices within thirty (30) calendar days of
23 receipt.

24 Section 7. Whenever the Long Beach City Council by resolution
25 increases or decreases the salaries of all CITY police officers, the Chief of Police shall
26 make corresponding changes in Exhibit "A" and deliver an amended Exhibit "A" to
27 SCHOOL. The amended Exhibit "A" shall govern this Agreement from the effective date
28 of the salary change. Any other adjustments in budget items shall be presented to

1 SCHOOL by CITY and must be mutually agreed upon in writing by the parties and
2 approved or ratified by the SCHOOL Board of Education to be effective.

3 Section 8. SCHOOL shall defend, indemnify and hold CITY, its officials,
4 employees, and agents harmless from and against all third-party claims, demands,
5 damage, loss, causes of action, liabilities, costs, and expenses, including reasonable
6 attorneys' fees, whether or not reduced to judgment or paid through settlement, arising
7 from or attributable to any act or omission of SCHOOL, its officers, agents, or visitors
8 which is connected in any way with its performance of this Agreement.

9 CITY shall defend, indemnify and hold SCHOOL, its Board Members,
10 officers, employees, and agents harmless from and against all third-party claims,
11 demands, damage, loss, causes of action, liabilities, costs, and expenses, including
12 reasonable attorneys' fees, whether or not reduced to judgment or paid through
13 settlement, arising from or attributable to any act or omission of CITY, its officers, agents,
14 or visitors which is connected in any way with its performance of this Agreement.

15 Section 9. Upon request, CITY and SCHOOL shall furnish to one
16 another proof that each has comprehensive general liability and/or self-insurance. CITY
17 and SCHOOL also agree to maintain programs of insurance, or self-insurance, as
18 required by the State of California, covering workers' compensation benefits payable to
19 their employees injured in the scope of their employment, and shall pay such claims prior
20 to seeking indemnity, if applicable, from each other.

21 Section 10. Any notice required hereunder shall be in writing and
22 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
23 addressed to CITY at 400 West Broadway, Long Beach, California 90802, Attention:
24 Chief of Police, and to SCHOOL at the address first shown herein, Attention: Chief
25 Business and Financial Officer. Notice shall be deemed given on the date delivered or
26 the date deposited in the mail, whichever first occurs.

27 Section 11. Either party shall have the right to terminate this Agreement
28 for any reason or no reason by giving the other party thirty (30) days' prior written notice.

1 In the event of termination SCHOOL and CITY shall pay CITY for services satisfactorily
2 performed up to the effective date of termination for which CITY has not been previously
3 paid

4 a. Except as provided herein, this Agreement shall not be
5 amended, nor any provision or breach hereof waived, except in writing signed by
6 both parties and which amendment or waiver expressly refers to this Agreement
7 but shall become effective only after it has been approved or ratified by the
8 SCHOOL Board of Education.

9 b. This Agreement constitutes the entire understanding of the
10 parties and supersedes all other agreements, oral or written, with respect to the
11 subject matter herein.

12 c. This Agreement shall be governed by and construed in
13 accordance with the laws of the State of California. CITY and SCHOOL agree that
14 any action shall be filed in the County of Los Angeles, South District.

15 d. This Agreement has been created as a joint effort of the
16 parties and shall not be construed against either party as the drafter.

17 Section 12. All reports, as well as drawings, plans, studies, memoranda,
18 and other documents assembled or prepared by or for, or furnished to SCHOOL in
19 connection with this Agreement shall be the property of SCHOOL, excepting law
20 enforcement records prepared by the Police Department. CITY shall permit the
21 authorized representatives of SCHOOL to inspect and audit all data and records relating
22 to performance under this Agreement, unless otherwise prohibited by law.

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

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1 Section 14. In connection with performance of this Agreement and subject
2 to applicable rules and regulations, SCHOOL shall not discriminate against any employee
3 or applicant for employment because of race, religion, national origin, color, age, sex,
4 sexual orientation, gender identity, AIDS, HIV status, handicap or disability. SCHOOL
5 shall ensure that applicants are employed, and that employees are treated fairly during
6 their employment, without regard to these bases. These actions shall include, but not be
7 limited to, the following: employment, upgrading, demotion or transfer; recruitment or
8 recruitment advertising; layoff or termination; rates of pay or other forms of
9 compensation; and selection for training, including apprenticeship.

10 CITY hereby certifies that in performing work or providing services for
11 SCHOOL, there shall be no discrimination in its hiring or employment practices because
12 of age, sex, race, religious creed, color, ancestry, national origin, physical disability,
13 mental disability, medical condition, marital status, or sexual orientation, except as
14 provided in Section 12940 of the Government Code. CITY shall comply with applicable
15 federal and California anti-discrimination laws, including but not limited to, the California
16 Fair Employment and Housing Act, beginning with Section 12900 of the California
17 Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat.
18 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the
19 regulations of the Department of Education which implement those Acts. CITY agrees to
20 require compliance with this nondiscrimination policy by all subcontractors employed in
21 connection with this Agreement. CITY shall give written notice of its obligations under
22 this section to labor organizations with which they have a collective bargaining or other
23 agreement, if any.

24 Section 15. In case any provision in this Agreement or its Exhibits is
25 invalid, illegal or unenforceable, such provision shall be severable from the remainder of
26 such contract and the validity, legality and enforceability of the remaining provisions shall
27 not in any way be affected or impaired thereby.

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1 Section 16. This Agreement may be executed in two (2) or more
2 counterparts, each of which shall be deemed an original but all of which taken together
3 shall constitute one and the same instrument.

4 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
5 to be duly executed with all the formalities required by law as of the date first above
6 written.

7
8 LONG BEACH UNIFIED SCHOOL DISTRICT,
a California not-for-profit organization

9
10 August 21, 2014

By Barrick L. Bartlett

11 **Barrick L. Bartlett**
12 **Purchasing & Contracts Director**

13 "SCHOOL"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 September 5, 2014

By Jeff Madden **Assistant City Manager**
City Manager

18 "CITY"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

19 Approved as to form this 27 day of August, 2014.

20
21 CHARLES PARKIN, City Attorney

22
23 By Jeff Casey
24 Deputy City Attorney

EXHIBIT "A"

**Cost of Police Services to the
Long Beach Unified School District
School Resource Officer Program**

(Effective September 1, 2014 - September 30, 2014)

Personnel

| Straight-Time Costs ⁽¹⁾ | | Hourly Rate ⁽²⁾ | Subtotal |
|------------------------------------|----------------|-----------------------------|----------|
| 200 hours per week for 2.6 weeks | Police Officer | \$117.866 ⁽³⁾⁽⁴⁾ | \$61,290 |

(Effective October 1, 2014 - June 30, 2015)

Personnel

| Straight-Time Costs ⁽¹⁾ | | Hourly Rate ⁽²⁾ | Subtotal |
|------------------------------------|----------------|-----------------------------|-----------|
| 200 hours per week for 33.6 weeks | Police Officer | \$118.410 ⁽³⁾⁽⁴⁾ | \$795,715 |

Total Contract Cost \$857,005

| | |
|-------------------------------|------------------|
| LBUSD 75% | \$642,754 |
| City of Long Beach 25% | \$214,251 |
| | <u>\$857,005</u> |

* Includes personnel, equipment, & 100% Indirect Cost (including Worker's Comp) Recovery-Total LBUSD cost not to exceed 75% of the total. Technical Services charges are set at the FY14 rate and are subject to change pending the release of the FY 15 MOU.

- (1) Based on 5 Police Officers, each working 4 ten-hour shifts per week, using the LBUSD calendar.
- (2) An all-inclusive rate for personnel (with benefits), equipment⁽⁵⁾, & 100% recovery of LBPD's indirect costs Indirect costs include Worker's Compensation costs.
- (3) Salary costs are subject to adjustment with the implementation of future negotiated pay raises and/or increase of benefits.
- (4) Equipment costs are subject to annual cost adjustments.
- (5) The number of hours per week will be determined by LBUSD in consultation with the Youth Services Detail of LBPD. No Sergeant or J-Cars will be assigned to the SRO Program.