

SERVICE CONTRACT

Between

City of Long Beach

and

The Center for Urban Resilience at Loyola Marymount University

This firm fixed price service contract (Contract) is entered into and between **City of Long Beach** (hereinafter referred to as "the City") and **Loyola Marymount University** (hereinafter referred to as "LMU," EIN number [REDACTED], located at 1 LMU Drive, Los Angeles, California 90045.

I. PURPOSE

The City and the LMU Center for Urban Resilience (CUREs) have decided to jointly undertake a collaboration entitled "Wildlife Services Coyote Management Project" (herein referred to as "the project") that will provide services to increase local knowledge and management efficacy of coyotes.

II. PERIOD OF PERFORMANCE

The period of performance shall commence on December 1st 2016 and extend through August 30th 2017. This period may be extended by mutual, written agreement of the parties.

III. ROLES AND RESPONSIBILITIES

The City agrees to provide necessary access to sites and information as needed.

LMU, as an independent, nonprofit institution of higher education and not as an employee or agent of the City, agrees to use reasonable efforts to perform the Scope of Work outlined below as it relates to the services provided by **Wildlife Services Coyote Management Project** at the LMU Center for Urban Resilience:

LMU Scope of Work

LMU will perform the activities set forth in the proposal (Attachment A) provided by LMU. Support from The City of Long Beach will be used to develop a coyote management program for the Animal Care Services Bureau. This is Year One of a projected three-year project. The funds will support research staff time and other expenses as needed.

IV. COMPENSATION

The City shall compensate LMU for the reasonable costs necessary for the Project to implement the services outlined above. The cost for these services is \$34,000 payable within 30 days of receipt of invoice from CUREs. Payments will be in two equal parts, at the signing of contract, then following a report in August. Payment should be submitted to:

LMU Center for Urban Resilience
Attn: Dr. Peter Auger, Payment Processing
1 LMU Drive, Research Annex #117
Los Angeles, CA 90045

LMU shall be responsible for the payment of its full- or part-time CUREs faculty, staff, experts, and consultants for their services related to the implementation of this project.

Budget:

Staff Salary: \$30,000

Student Research Interns: \$2000

Travel and supplies: \$2000

Reporting:

A final report shall be submitted and timely updates as needed. This project is iterative and CUREs staff will be in constant contact with The City through the office of Mr. Ted Stevens.

INSERT DELIVERABLES & TIMELINE

An interim management report will be provide by August 15th, 2017

Public meetings and presentation will be provided as needed and is included in the fees.

This amount will be paid by The City within 30 days of billing and requested in two installments; \$17,000 upon signing of the contract and \$17,000 upon submission of interim report. Payment should be submitted to:

LMU Center for Urban Resilience
Attn: Dr. peter Auger, Payment Processing
1 LMU Dr. Research Annex #117
Los Angeles, CA 90045

LMU shall be responsible for the payment of its full- or part-time CUREs faculty, experts, consultants for their services specifically related to LMU's implementation of the Restorative Justice Project.

V. INTELLECTUAL PROPERTY

LMU, CUREs, shall retain all rights, respectively, to any contributed Background Intellectual Property. To the extent that LMU contributes material protected by copyright or trademark in connection with the services provided or related project reports, LMU shall retain ownership of all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the contributed copyrightable material.

VI. INDEMNIFICATION AND INSURANCE

The City and LMU mutually agree to defend, indemnify and hold harmless the other Party (including directors, officers, trustees, employees, agents and representatives of the other Party) from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims only in proportion to and to the extent such liability, loss expense, attorneys' fees, or claims arise out of or are attributable to the willful misconduct or the gross negligence of its employees, directors, officers, trustees, agents or representatives arising from its own performance under this Contract. The foregoing indemnities shall extend to claims occurring after the Contract has terminated as well as while the Contract is in force.

Each party shall keep in force policies of commercial liability in amounts of no less than \$1,000,000, and workers' compensation insurance for their employees in statutory limits, including employer's liability of not less than \$1,000,000.

VII. TERMINATION

Either organization may terminate this Contract upon thirty (30) days written notice without penalties or liabilities. Said notice shall be given to the Programmatic Contact by registered mail or electronic email. In the event of termination, LMU shall be entitled to payment for acceptable and allowable work performed under this Contract, and for all non-cancelable obligations made in connection with such work, through the date of termination.

VIII. ENTIRE AGREEMENT

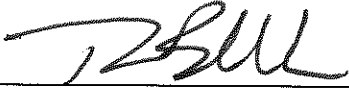
This Contract contains the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. No representation, provision, warranty, term, condition, promise, duty or liability,


expressed or implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Contract shall be binding or enforceable unless in writing and signed by each of the parties. This Contract shall be governed by the laws of the State of California. Any litigation under this Contract shall be resolved in the trial courts of Los Angeles County, State of California.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date hereof. The signatories for this Contract hereby certify that they are authorized to act on behalf of the parties in approving this Contract.

Authorized Official for The City of Long Beach

Authorized Official for Loyola Marymount University (LMU):

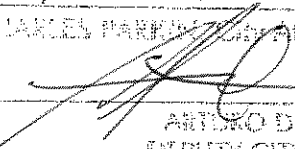
By: 
PATRICK H. WEST
CITY MANAGER

By: 
Thomas O. Fleming, Jr.
Sr. Vice President & Chief Financial Officer

Date: 5/1/17

Date: 5-8-17

Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
APRIL 10, 2017
CHARLES PARKIN, City Attorney
By: 
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY