

1 AGREEMENT FOR LAW ENFORCEMENT SERVICES

2 **33625**

3 THIS AGREEMENT is made and entered into, in duplicate, as of October 1,  
4 2014, pursuant to a Board of Trustees Meeting of the Long Beach Community College  
5 District held on June 10, 2014, and pursuant to a minute order of the City Council of the  
6 City of Long Beach at its meeting held on July 1, 2014, by and between the CITY OF  
7 LONG BEACH, a municipal corporation (hereinafter "CITY"), and LONG BEACH  
8 COMMUNITY COLLEGE DISTRICT, a public community college district (hereinafter  
9 "DISTRICT"), whose business is located at 4901 East Carson Street, Long Beach,  
10 California 90808, and collectively hereinafter referred to as the "PARTY" or "PARTIES".

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

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

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

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

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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:

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, 2014 and  
25 continue for a period of three (3) years, through and including September 30, 2017. 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 LBPB 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 LBPB 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 LBPB 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 Exhibit "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 1<sup>st</sup> 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 1<sup>st</sup> through September 30<sup>th</sup> 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

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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 statues, 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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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

10/16, 2014

By *Ana-Joie*

Ana-Marie Sabal  
Type or Print Name

"District"

CITY OF LONG BEACH, a municipal corporation

Nov. 17, 2014

By *R.B.M.*

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

City Manager

"City"

Assistant City Manager

Approved as to form this 29 day of October, 2014.

CHARLES PARKIN, City Attorney

By *A. K. To Process*  
Deputy City Attorney

*A. K. To Process*  
Sign & Date 10/16/14

**LONG BEACH POLICE DEPARTMENT**

FY15 Long Beach City College Security Agreement

**EXHIBIT "A"**

Cost for October 1, 2014 - September 30, 2015

**DIRECT COSTS**

<b>PERSONNEL Straight Time w/Benefits</b>	<b># of Position s</b>	<b>Annual Hours to be billed 10/1/14- 9/30/15</b>	<b>Hourly Rate</b>	<b>Estimated Monthly Cost</b>	<b>Annual Total 10/1/14-9/30/15</b>
Police Lieutenant	1	2,088	\$101.982	\$17,745	\$212,939
Police Officer	4	8,352	\$69.749	\$48,545	\$582,542
Special Services Officer III	12	25,056	\$47.444	\$99,062	\$1,188,745
Special Services Officer IV	1	2,088	\$53.022	\$9,226	\$110,711
Communications Dispatcher II	1	2,088	\$50.627	\$8,809	\$105,709
<b>Totals</b>				\$183,387	\$2,200,646

<b>Overtime with Medicare for Sworn, with Medicare &amp; FICA for Civilian (to be billed only as used)</b>	<b># of Position s</b>	<b>Annual Hours to be billed 10/1/13- 9/30/14</b>	<b>Average Hourly Overtime</b>	<b>Estimated Monthly Cost</b>	<b>Annual Total 10/1/13-9/30/14</b>
Average Overtime	--	2,089	\$56.939	\$9,912	\$118,945
<b>Totals</b>				\$9,912	\$118,945

<b>EQUIPMENT</b>	<b># of Units</b>	<b>Estimated Per Unit Monthly Cost</b>	<b>Estimated Per Unit Annual Cost 10/1/14- 9/30/15</b>	<b>Estimated Monthly Cost</b>	<b>Annual Total 10/1/14-9/30/15</b>
Black & White	4	2,092	\$25,102	\$8,367	\$100,408
Technology - Computers, Network, E-Mail, & Radios				3,257.49	\$39,090
Supplies, Office Equipment, Uniforms, Training, & Travel	-	-	-	916.67	\$11,000
<b>Totals</b>				\$12,541	\$150,498

**TOTAL DIRECT COSTS** \$205,841    \$2,470,089

<b>INDIRECT COSTS</b>				<b>Estimated Monthly Cost</b>	<b>Annual Total 10/1/14-9/30/15</b>
12.7% of Direct Costs				\$26,142	\$313,701
<b>Totals</b>				\$26,142	\$313,701

**TOTAL COSTS** \$231,983    \$2,783,790

<b>Total Direct Costs October 1, 2014 - September 30, 2015</b>	\$2,470,089
<b>Total Indirect Costs @ 12.7% October 1, 2014 - September 30, 2015</b>	\$313,701
<b>Total Costs October 1, 2014 - September 30, 2015</b>	<u><u>\$2,783,790</u></u>

**CITY OF LONG BEACH**  
**CERTIFICATE OF SELF-INSURANCE**



**With respect to:**

(Agreement Title/Program and subject/location) AGREEMENT FOR LAW ENFORCEMENT SERVICES NUMBER 99682.4 between the City of Long Beach and the Long Beach Community College District

City of Long Beach Program Coordinator John Keisler, Police Administration Phone (562) 570-7447

**Between the City of Long Beach and**

**Certificate Holder:** LONG BEACH COMMUNITY COLLEGE DISTRICT, 4901 East Carson Street, Long Beach, CA 90808  
(Name and Location)

Contact Person Patricia Hause, Contracts Management Phone (562) 938-4848  
Fax (562) 938-4640

**Type of Coverage:** Commercial general liability equivalent in scope to CG 00 01 10 93 of \$2,000,000 per occurrence and \$4,000,000 in aggregate; commercial automobile liability insurance (equivalent in scope to CA 00 01 06 92 of \$1,000,000 combined single limits; statutory workers' compensation and employer's liability of \$1,000,000 per accident; claims-made police professional liability in an amount not less than \$1,000,000 per claim and aggregate covering the services provided pursuant to the Agreement.

This coverage will terminate upon completion or satisfaction of the requirements of said Agreement or Program or may be terminated sooner pursuant to terms of said Agreement or Program.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

**Additional Interest:** Long Beach Community College District, Long Beach Community College District Board of Trustees, and their officials, employees, and agents are additional covered interests with respect to activities of the City under the Agreement per the attached endorsement.

For further information or in the event of a claim, contact:

City of Long Beach  
Attn: Risk Management  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6754  
(562) 570-5375 (fax)

Certified by:

Handwritten signature of Michael Alio in black ink.

Michael Alio  
Risk Manager  
Date signed: December 15, 2014

Coverage period: August 1, 2014—July 31, 2017

Certificate no. 2014-046C

Date issued: August 8, 2014

**CITY OF LONG BEACH**  
**ADDITIONAL COVERED INTEREST ENDORSEMENT**  
**TO CERTIFICATE NO. 2014-046**



**Additional Covered Interest:**

Long Beach Community College District, Long Beach Community College  
District Board of Trustees, and their officials, employees, and agents

**With Respect to (Agreement or Program):**

AGREEMENT FOR LAW ENFORCEMENT SERVICES NUMBER 99682.4  
between the City of Long Beach and the Long Beach Community College  
District

The additional interest coverage provided by this endorsement applies only with respect to liability arising out of activities of the City of Long Beach with respect to the above described Agreement or Program, provided that such liability is due to the sole negligence of the City. In no event shall this endorsement extend the limits provided in the certificate of self-insurance, or amend the coverage provided in the certificate of self-insurance except as to the additional interest coverage stated herein.

Certified by:

A handwritten signature in cursive script that reads "Michael Alio".

Michael Alio  
Risk Manager

Date signed: December 15, 2014

Coverage Period: \* 08/01/14-07/31/17

*\*unless coverage is terminated sooner pursuant to the terms and conditions of the Agreement or Program.*

Endorsement no. 2014-046E

Date issued: August 8, 2014