

1 WORK EXPERIENCE AGREEMENT

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3 THIS AGREEMENT ("Agreement") is made and entered into on the ___ day
4 of _____, 201_, by and between Pacific Gateway Workforce Investment
5 Network administered by the CITY OF LONG BEACH, a municipal corporation ("City")
6 and _____ ("Employer").

7 THIS AGREEMENT is made and entered into with reference to the
8 following facts and objectives:

9 WHEREAS, the City, through the Pacific Gateway Workforce Investment
10 Network, has developed a Work Experience (WEX) program to provide employment
11 training, skills standards, employee development and related activities to eligible Network
12 participants; and

13 WHEREAS, Employer is willing to assist the City in this effort by providing
14 space, staff and supervision of employees participating in the WEX program;

15 NOW THEREFORE, the parties do hereby agree as follows:

16 1. Employer shall provide space and/or services at facilities operated at
17 no cost to the City for the purpose of providing work experience to selected participants
18 enrolled in the WEX program. Said space shall be appropriate for WEX participants and
19 shall be available at such times as are mutually agreed upon by the parties hereto.

20 2. Employer shall provide and maintain adequate workspace for each
21 participant in the WEX program specified herein, including the use of lavatories and
22 parking space as designated by the Employer. Employer shall also provide all required
23 utilities, with the exception of telephone service. Employer will ensure that facilities are
24 safe for WEX participants and that facilities, as well as duties assigned, comply with
25 applicable labor laws.

26 3. The City shall provide qualified staff for the purpose of providing
27 monitoring of participants enrolled in the WEX program participating at Employer's site.
28 The City shall be responsible for the preparation of rules and regulations regarding the

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 WEX program and for distribution to Employer and participants.

2 4. The Employer will distribute internal policies and procedures to
3 participants, as applicable. Employer shall provide regular and necessary supervision of
4 participants in the WEX program assigned to Employer, while at Employer's facilities.

5 In addition, Employer will provide regular assessment and feedback to City
6 staff regarding participant's work performance, including required evaluations.

7 5. Participants in WEX shall not displace any regular paid employee of
8 Employer.

9 6. Employer may provide equipment and procedures for the use of the
10 equipment as appropriate and specified herein, provided that Employer has agreed to
11 provide said services and equipment.

12 7. Participants of WEX, pursuant to this Agreement, shall be covered
13 by the Pacific Gateway Workforce Investment Network's State Compensation Insurance
14 Fund policy.

15 8. Employer agrees not to discriminate on the basis of gender,
16 ethnicity, color, religion, national origin, sexual orientation, and physical or mental
17 disability in its employment practices. This policy of affording equal employment
18 opportunities to all persons is in keeping with provisions of state and federal laws and
19 regulations.

20 9. This Agreement shall be in effect for the period from _____
21 to _____. This Agreement may be amended by mutual agreement of the
22 parties and may be terminated by either party upon written notification received thirty (30)
23 days prior to the date of termination.

24 10. As a condition precedent to the effectiveness of this Agreement,
25 Employer shall procure and maintain, at Employer's expense for the duration of this
26 Agreement, from insurance companies that are admitted to write insurance in California
27 or from authorized non-admitted insurance companies that have ratings of or equivalent
28 to A:VIII by A.M. Best Company the following insurance:

1 A. Commercial general liability insurance equivalent in scope to
2 ISO CG 00 01 10 93 with limits of One Million Dollars (\$1,000,000.00) per
3 occurrence and Two Million Dollars (\$2,000,000) in aggregate that names the City,
4 its boards, commissions, officials, employees, and agents additional insured on an
5 endorsement equivalent in coverage scope to ISO CG 20 26 11 85. Professional
6 liability or errors and omissions insurance in an amount not less than One Million
7 Dollars (\$1,000,000.00) per claim.

8 B. Workers' compensation in accordance with the Labor Code of
9 the State of California and employer's liability with limits of One Million
10 (\$1,000,000.00) per accident or occupational illness.

11 Employer shall require that all contractors and subcontractors which
12 Employer uses in the performance of services hereunder maintain insurance in
13 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
14 designee.

15 Employer shall deliver to City certificates of insurance and required
16 endorsements for approval as to sufficiency and form. The certificates and
17 endorsements for each insurance policy shall contain the original signature of a person
18 authorized by that insurer to bind coverage on its behalf. In addition, Employer shall,
19 within thirty (30) days prior to expiration of the insurance required herein, furnish to City
20 certificates of insurance and endorsements evidencing renewal of such insurance. City
21 reserves the right to require complete certified copies of all policies of Employer and
22 Employer's contractors and subcontractors, at any time. Employer shall make available
23 to City's Risk Manager or designee all books, records and other information relating to
24 the insurance coverage required herein, during normal business hours.

25 Any modification or waiver of these insurance requirements herein shall
26 only be made with the approval of City's Risk Manager or designee. Not more frequently
27 than once a year, the City's Risk Manager or designee may require that Employer,
28 Employer's contractors and subcontractors change the amount, scope or types of

1 coverages required herein if, in his or her sole opinion, the amount, scope or types of
2 coverages herein are not adequate.

3 The procuring or existence of insurance shall not be construed or deemed
4 as a limitation on liability relating to Employer's performance or as full performance of or
5 compliance with the indemnification provisions of this Agreement.

6 11. Employer and the City agree to defend, indemnify and hold harmless
7 each other against any and all liability, expenses and claims arising from their respective
8 negligence, including attorney's fees and costs. Employer shall be responsible for
9 damages caused by the negligence of its officers, employees and duly authorized
10 volunteers occurring in the performance of this Agreement. City shall be responsible for
11 damages caused by the negligence of its officers, employees and duly authorized
12 volunteers occurring in the performance of this Agreement. It is the intention of the
13 Employer and City that the provisions of this paragraph be interpreted to impose on each
14 party responsibility for the negligence of their respective directors, officers, employees
15 and duly authorized volunteers.

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

(AGENCY NAME)

_____, 2012

By _____
Title

Type or Print Name & Signature

_____, 2012

By _____
Title

Type or Print Name & Signature

“Employer”

CITY OF LONG BEACH, a municipal corporation

_____, 2012

By _____
Executive Director,
Pacific Gateway Workforce Investment
Network

“City”

This Agreement is approved as to form on _____, 2012.

ROBERT E. SHANNON, City Attorney

By _____
Deputy