

36203

OFF-SITE INSTRUCTIONAL AGREEMENT - No. 50067.6

Between

Long Beach Community College District

And

City of Long Beach

This **OFF-SITE INSTRUCTION AGREEMENT** (“**Agreement**”) is hereby made and entered into this 3rd day of January 2022, by and between the Long Beach Community College District, hereinafter referred to as “**District**”, and City of Long Beach, hereinafter referred to as “**Partner**” for the period of January 3, 2022 through December 31, 2025.

WHEREAS, the ability to provide access to the community for educational opportunities to expand their knowledge and learn skills is a core value of both the District and Partner; and

WHEREAS, both the District and Partner wish to provide these educational opportunities to the community in their neighborhoods and close to work locations; and

WHEREAS, the Partner has accessible classroom and learning environment space available and wishes to host classes for no cost at Partner’s facility known as Michelle Obama Neighborhood Library located at 5870 Atlantic Ave, Long Beach, CA 90805; and

WHEREAS, the District has instructors who are trained in the subject matter and the curriculum available to teach these classes; and

WHEREAS, the District must provide all educational programs and services in compliance with codes and laws such as, but not limited to, CA Education Code, CA Government Code, Title IX, Sec 508, Sec 504, etc.

NOW, THEREFORE, the parties hereby agree as follows:

PARTNER:

1. Will provide a facility which is defined as accessible by the Americans with Disability Act (ADA) which is appropriate for learning, and support facilities such as restrooms, parking, and storage.
2. Will provide to the instructor(s) all emergency and evacuation instructions to ensure a safe learning environment.
3. Will provide accessible items listed and agreed upon by both parties. Exhibit 1 – Accessible Facility Needs, attached to this Agreement is provided as an example of the forms to be signed by both parties for each class.
4. Will maintain levels of insurance and provide certificates of coverage upon request as identified in Exhibit 2 – Required Insurance Coverage, attached to this Agreement.

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5. May cancel this Agreement by providing the District no less than 60 days written notice of cancellation. Any existing classes in session will be allowed to continue until completion of the class.
6. May market and/or promote the classes, with written prior approval of the content and use of District names, marks, and logos.
7. Partner to store and be held responsible for District's laptop cart and twenty (20) computers for use by District's Faculty and enrolled students.

DISTRICT:

1. Will provide instructors and support staff as necessary to teach the classes.
2. Will provide the curriculum necessary to teach the classes.
3. Will provide administrative oversight and systems necessary to enroll the students, track performance, collect fees, provide counselling, and report grades.
3. Will provide accessible items listed and agreed upon by both parties. Exhibit 1 – Accessible Facility Needs, attached to this Agreement is provided as an example of the forms to be signed by both parties for each class.
4. Will maintain levels of insurance and provide certificates of coverage upon request as identified in Exhibit 2 – Required Insurance Coverage, attached to this Agreement.
5. May cancel this Agreement by providing the Partner no less than 60 days written notice of cancellation. Any existing classes in session will be allowed to continue until completion of the class.
6. May Market and/or promote the classes, with written prior approval of the content and use of Partner names, marks, and logos.

No party to this Agreement (each, a "**Party**") or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability arising out of any acts or omissions on the part of the other Party under or in connection with any obligation under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement. This indemnity shall survive termination of this Agreement.

This Agreement shall become operational and effective upon execution by both Parties. This Agreement shall remain in effect for the period listed on the first page of this Agreement.

The invalidity of any provision of this Agreement shall not affect the validity of the remainder thereof.

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This Agreement shall be the controlling agreement in the case there are conflicts in language with other agreements signed between the Parties for the same programs and services during the term of this Agreement.

This Agreement represents the entirety of the agreement of the Parties with respect to the subject matter hereof and may not be amended except by written instrument signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have the authority to execute this Agreement on the date as written below.

"DISTRICT"
Long Beach Community College District
Of County of Los Angeles

"PARTNER"
City of Long Beach

Robert Rapoza Jan 19, 2022
Robert Rapoza (Jan 19, 2022 13:48 PST)
Robert Rapoza Date
Director, Business Support Services

Linda F. Tatum 2/3/2022
Signature Date
LINDA F. TATUM
Name
Assistant City Manager
Title

Approved as to form: Eric C. Park

95-6000733
TIN

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
2-2 2022
CHARLES PARKIN, City Attorney
By [Signature]
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

EXHIBIT 2 – REQUIRED INSURANCE COVERAGE

All Parties agree to keep the insurance listed below in force and provide a copy of insurance certificates including an endorsement for additionally insured upon request by the other party(s).

1. Insurance. All Parties shall maintain in full force and effect a policy or policies of insurance in accordance with the following requirements:

A. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$1,000,000 Products/Completed operations annual aggregate, and \$2,000,000 General annual aggregate.

B. Statutory Workers' Compensation Insurance covering all employees of the respective party as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement and \$1,000,000 limit Employers Liability.

C. Prior to or concurrent with the execution and delivery of this Agreement, each Party shall deliver to the other Party original certificates of insurance and endorsements evidencing and effecting insurance coverage required hereunder.

D. The other Party shall be named as additional insureds under all insurance policies, except Worker's Compensation. Additional insured Endorsements are required and shall accompany certificates of insurance. Certificate of Insurance shall provide written notice of cancellation