

1 students. The final selection of the preceptors shall be made by mutual consent
2 between the City and the College's representative. The preceptors shall serve on
3 a volunteer basis.

4 D. Have the right, after consultation with the College, to refuse to
5 accept further work experience of any participating student who in the City's
6 judgment is not participating satisfactorily in the Program.

7 2. COLLEGE SHALL:

8 A. Designate the students enrolled in the Nursing Program of
9 Long Beach City College to be assigned to the City.

10 B. Be responsible for all instruction and evaluation of student
11 performance required to meet the course objectives given at the City to the
12 students so designated.

13 C. Be responsible for keeping all attendance and academic
14 records of the students.

15 D. Provide guidance to students in their internship activities,
16 through an individualized Learning Contract, which specifies learning activities to
17 take place within the City facilities.

18 E. Agree that the students and instructors shall be subject to the
19 requirements and restrictions as mutually specified by representatives of the
20 College and the City, and subject to the City's pre-screening requirements and the
21 City's rules and regulations governing conduct.

22 F. Prior to the student's participation in the Program, obtain from
23 each student and volunteer, and deliver to City, a completed and fully executed
24 Release and Waiver of All Liability and Assumption of Risk Agreement (form
25 attached hereto as Exhibit "A"), holding harmless and releasing the City, its
26 Boards, Commissions, and their officials, employees and agents, from any and all
27 damages or injuries which may occur during the student's or volunteer's
28 performance.

1 3. HIPAA COMPLIANCE. All parties shall abide by the Health
2 Insurance Portability and Accountability Act (HIPAA) of 1996 Privacy Rule, which
3 provides for comprehensive Federal protection for the privacy of personal health
4 information.

5 4. TERM. The term of this Agreement shall commence at midnight on
6 July 1, 2023, and shall terminate at 11:59 p.m. on June 30, 2028, unless sooner
7 terminated as provided in this Agreement. City shall have the option to extend the term
8 of this Agreement for two (2) additional six-month periods, at the discretion of the City
9 Manager. This Agreement may be terminated by either party after giving the other party
10 five (5) days advanced written notice of the intention to so terminate; provided further,
11 however, that any such termination by the City shall not be effective against any student
12 who at the date of mailing of said notice by the City was participating in said Program
13 until such student has completed the Program for the then current academic year.

14 5. VOLUNTEER STATUS. While in the performance of this
15 Agreement, the students shall serve as volunteers without compensation and are not to
16 be considered officers, employees, representatives or agents of either College or the
17 City, for workers' compensation benefits or any other purposes.

18 6. INSURANCE.

19 A. As a condition precedent to the effectiveness of this
20 Agreement, College shall procure and maintain, at College's expense for the
21 duration of this Agreement, from insurance companies that are admitted to write
22 insurance in California and have ratings of or equivalent to A:V by A.M. Best
23 Company or from authorized non-admitted insurance companies subject to
24 Section 1763 of the California Insurance Code and that have ratings of or
25 equivalent to A:VIII by A.M. Best Company, the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to
27 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
28 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This

1 coverage shall include but not be limited to broad form contractual liability,
2 cross liability, independent contractors liability, and products and
3 completed operations liability. City, its boards and commissions, and their
4 officials, employees and agents shall be named as additional insureds by
5 endorsement (on City's endorsement form or on an endorsement
6 equivalent in scope to ISO form CG 20 26 11 85), and this insurance shall
7 contain no special limitations on the scope of protection given to City, its
8 boards and commissions, and their officials, employees and agents. This
9 policy shall be endorsed to state that the insurer waives its right of
10 subrogation against City, its boards and commissions, and their officials,
11 employees and agents.

12 (b) Workers' Compensation insurance as required by the California
13 Labor Code and employer's liability insurance in an amount not less than
14 \$1,000,000. This policy shall be endorsed to state that the insurer waives
15 its right of subrogation against City, its boards and commissions, and their
16 officials, employees and agents.

17 (c) Professional liability or errors and omissions insurance in an
18 amount not less than \$1,000,000 per claim.

19 (d) Commercial automobile liability insurance (equivalent in scope
20 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
21 amount not less than \$500,000 combined single limit per accident.

22 B. Any self-insurance program, self-insured retention, or
23 deductible must be separately approved in writing by City's Risk Manager or
24 designee and shall protect City, its officials, employees and agents in the same
25 manner and to the same extent as they would have been protected had the policy
26 or policies not contained retention or deductible provisions.

27 C. Each insurance policy shall be endorsed to state that
28 coverage shall not be reduced, non-renewed or canceled except after thirty (30)

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days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by College. College shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless College guarantees that College will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. College shall require that all students that College uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, College shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, College shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of College, at any time. College shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that College and its students change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of

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

6 7. AMENDMENT. This Agreement, including all Exhibits, if any, shall
7 not be amended, nor any provision or breach waived, except in writing signed by the
8 parties which expressly refers to this Agreement.

9 8. LAW.
10 A. This Agreement shall be governed by and construed pursuant
11 to the laws of the State of California (except those provisions of California law
12 pertaining to conflicts of laws). College shall comply with all laws, ordinances,
13 rules and regulations of and obtain all permits, licenses and certificates required
14 by all federal, state and local governmental authorities. Jurisdiction of any
15 litigation arising from the Agreement will be in Los Angeles County, California.

16 B. If any part of this Agreement is found to be in conflict with
17 applicable laws, that part will be inoperative, null and void insofar as it is in conflict
18 with any applicable laws, but the remainder of the Agreement will remain in full
19 force and effect.

20 9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, if
21 any, constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 10. INDEMNITY. College shall, with respect to services performed in
24 connection with this Agreement, indemnify and hold harmless the City, its Boards,
25 Commissions, and their officials, employees and agents (collectively in this Section,
26 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
27 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
28 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")

1 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
2 College, its officers, employees, agents, students or anyone under College's control
3 (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or
4 willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in
5 any way to workers' compensation. Independent of the duty to indemnify and as a free-
6 standing duty on the part of College, College shall defend City and shall continue this
7 defense until the Claim is resolved, whether by settlement, judgment or otherwise. No
8 finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall
9 be required for the duty to defend to arise. College shall notify City of any Claim within
10 ten (10) days. Likewise, City shall notify College of any Claim, shall tender the defense
11 of the Claim to College, and shall assist College at College's sole expense, as may be
12 reasonably requested, in the defense.

13 City agrees to indemnify, defend and hold harmless College, its agents,
14 officers and employees from and against any and all liability, expense, including defense
15 costs and legal fees, and claims for damages of any nature whatsoever, including, but
16 not limited to, bodily injury, death, personal injury, or property damage suits arising from
17 the negligent, reckless or willful acts of City or its employees, agents or officers, pursuant
18 to this Agreement.

19 11. AMBIGUITY. In the event of any conflict or ambiguity between this
20 Agreement and any Exhibit, the provisions of this Agreement shall govern.

21 12. COSTS. If there is any legal proceeding between the parties to
22 enforce or interpret this Agreement or to protect or establish any rights or remedies under
23 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

24 13. NONDISCRIMINATION. In connection with performance of this
25 Agreement and subject to applicable rules and regulations, College shall not discriminate
26 against any student or applicant for volunteering opportunity because of race, religion,
27 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,
28 handicap or disability. College shall ensure that students and applicants are treated

1 without regard to these bases. These actions shall include, but not be limited to, the
2 following: recruitment or recruitment advertising; termination; and selection for training.

3 14. NOTICES. Any notice or approval required by this Agreement shall
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
5 postage prepaid, addressed to College at the address first stated above; and to City at
6 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with
7 copies to the City Clerk at the same address, and to the Department of Health and
8 Human Services at 2525 Grand Avenue, Long Beach, California 90815. Notice of
9 change of address shall be given in the same manner as stated for other notices. Notice
10 shall be deemed given on the date deposited in the mail or on the date personal delivery
11 is made, whichever occurs first.

12 15. ADVERTISING. College shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business or as a reference, without the
14 prior approval of the City Manager or designee.

15 16. AUDIT. City shall have the right at all reasonable times during the
16 term of this Agreement and for a period of five (5) years after termination or expiration of
17 this Agreement to examine, audit, inspect, review, extract information from and copy all
18 books, records, accounts and other documents of College relating to this Agreement.

19 17. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

22 18. INTERPRETATION. The terms of this Agreement should be
23 construed in accordance with the meaning of the language used and should not be
24 construed for or against either party by reason of the authorship of this Agreement or any
25 other rule of construction that might otherwise apply.

26 19. FERPA. City employees will serve as preceptors to each student and
27 will submit time cards and performance reports to authorized University personnel, as
28 requested by University. City and University recognize that student records shall remain


OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 confidential as required by the Family Educational Rights and Privacy Act (FERPA).
2 Neither Party shall release any protected student information without written consent of
3 the student, unless required to do so by law or as dictated by the terms of this
4 Agreement.

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

7
8 June 20, 2023

LONG BEACH CITY COLLEGE

By 
Name Robert Rapoza
Title Director, Business Services

"College"

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13 July 6, 2023

CITY OF LONG BEACH, a municipal
corporation

By 
City Manager

"City"

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16 This Agreement is approved as to form on 7-5-23,
17 2023.

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19 DAWN MCINTOSH, City Attorney

20 By 
21 Deputy

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EXHIBIT “A”

**CITY OF LONG BEACH
INDEMNIFICATION, RELEASE AND WAIVER OF ALL LIABILITY,
AND ASSUMPTION OF RISK AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission for _____ (“STUDENT”)

to participate in the _____
Program (“PROGRAM”) at _____
 (“INTERNSHIP SITE”) in an office or facility located in the City of Long Beach, and
related activities (“INTERNSHIP”), I, the STUDENT:

1. Consent to participating in PROGRAM and the INTERNSHIP at INTERNSHIP SITE;
2. Agree that prior to participating in PROGRAM AND INTERNSHIP, I will inspect the INTERNSHIP SITE’S facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the PROGRAM;
3. Agree that INTERNSHIP may involve more than one INTERNSHIP SITE, and I may travel from one INTERNSHIP SITE to another INTERNSHIP SITE with INTERNSHIP SITE staff or by my own means in the course of the INTERNSHIP;
4. Acknowledge that I fully understand that my **participation may involve risk of serious injury or death**, including economic losses, which may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others; the condition of the WORKSITE facilities, equipment or areas where the INTERNSHIP is being conducted or this type of INTERNSHIP;
5. **Assume any and all risks** of personal injuries to me, permanent or partial disability, or death and damages to my property, caused by or arising from my participation in the INTERNSHIP to the extent such personal injuries to me, permanent or partial disability, or death and damages to me is not covered by workers compensation insurance and authorize the INTERNSHIP SITE and the City of Long Beach to contact or employ a licensed physician to render any medical treatment that may be deemed necessary for me or to take and admit me to any hospital. If medical treatment is required that is not INTERNSHIP related, I agree to pay all medical and hospital bills relating thereto;
6. **Covenant not to sue, or present any claim** for personal injury, property damage or wrongful death against the INTERNSHIP SITE, City of Long Beach, their officers, employees, volunteers, and agents for damages attributable to my participation in the PROGRAM to the extent the personal illness or injury or wrongful death is related to the INTERNSHIP;
7. **Release, waive, discharge and relinquish** the INTERNSHIP SITE, the City of Long Beach, their officers, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or

attributable to my participation in the PROGRAM and INTERNSHIP, whether same shall arise by their negligence or otherwise;

8. **Agree to indemnify, defend, and hold harmless** the City of Long Beach, their officers, employees, volunteers, and agents, from and against any and all claims, loss, injuries, suits or judgments arising from, or in connection with, my participation in the PROGRAM and INTERNSHIP. I agree to this indemnification and save harmless for myself, my successors, assigns, heirs, executors and administrators, and any other person or entity(ies) who/which may have a claim based upon my personal injuries and/or property damage.
9. Agree that photographs, pictures, slides, movies or videos of me may be taken in connection with my participation in the PROGRAM and INTERNSHIP without compensation from the INTERNSHIP SITE and City of Long Beach, and consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose;
10. Warrant that I am in good health and have no physical condition that would prevent me from participating in the PROGRAM and INTERNSHIP;
11. Acknowledge that the INTERNSHIP SITE, City of Long Beach, its officials, employees, and agents shall not be responsible for administering, providing, or assisting in administering medication to me.

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH AND PROPERTY DAMAGE BY NEGLIGENCE TO THE EXTENT THAT IT IS NOT COVERED BY WORKERS' COMPENSATION INSURANCE.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE INTERNSHIP.

PRINT STUDENT'S NAME

SIGNATURE

DATE
