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CONTRACT
36680

THIS CONTRACT ("Contract") is made and entered into, in duplicate, effective as of May 3, 2023, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 4, 2023, by and between AIRSTREAMS RENEWABLES, INC., a California corporation ("Contractor"), with offices located at 13000 Jameson Road, Tehachapi, California 93561, and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Innovation Network.

WHEREAS, City submitted an application ("Application") to the Employment Development Department of the State of California (the "State"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

WHEREAS, Congress reauthorized the Workforce Investment Act of 1998 on July 22, 2014 as the "Workforce Innovation and Opportunity Act (WIOA)" to provide workforce innovation activities, through statewide and local workforce innovation systems such as Pacific Gateway Workforce Innovation Network (Pacific Gateway), administered by the City of Long Beach; and

WHEREAS, the Application was approved by the State and Workforce Innovation and Opportunity Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Innovation and Opportunity Act Master Subgrant Agreement which has been designated as the ("Prime Contract"). The Prime Contract No. AA311013, is incorporated herein by reference as though fully set forth; and

1 WHEREAS, Contractor desires to participate in said program and is qualified
2 by procurement for the reason of experience, preparation, organization, staffing and
3 facilities to provide services; and

4 WHEREAS, City is willing to utilize Contractor to provide training and
5 employment services to residents regarding renewable energy, communications tower
6 technician, renewable energy, and communications tower technician;

7 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
8 conditions in this Agreement, the parties agree as follows:

9 1. DOCUMENT INCORPORATION.

10 A. The following documents are incorporated herein and made a
11 part hereof by this reference as if fully set forth:

12 i. The Prime Contract, and any extension or continuation
13 thereof or any grant agreement which is the successor thereto which
14 authorizes a training and employment program for the economically
15 disadvantaged, unemployed and underemployed persons, and the
16 documents incorporated therein and attachments thereto, including the
17 assurances and certifications made by the State to the City.

18 ii. Contractor's program description, statement of work
19 performed, Contractor's operation plan for participants, program conditions
20 and standards for Contractor's performance under this Contract (collectively,
21 the "Statement of Work") attached hereto as Exhibit "A".

22 B. Contractor and City agree to be bound by all the terms,
23 conditions and provisions contained in the Prime Contract, the Application, and the
24 Statement of Work (collectively, the "Contract Documents").

25 C. Contractor hereby agrees to assume full responsibility for the
26 performance of the operation, coordination and administration of such program
27 pursuant to all the terms and conditions of the exhibits to the extent that said
28 documents are applicable to the delivery of services by Contractor hereunder; and

1 the parties hereto agree to perform all duties, obligations and tasks to be performed
2 by each party under the Contract Documents.

3 D. In the event there is any conflict between the provisions of this
4 Contract and the provisions of the Prime Contract, including the attachments thereto
5 and the documents incorporated therein, as presently worded or amended in the
6 future, the parties agree that the provisions of the Prime Contract shall control.

7 Contractor shall conduct training and employment activities in accordance
8 with the provisions of the Contract Documents.

9 2. TERM.

10 A. The term of this Contract ("Term") shall be deemed to have
11 commenced as of March 21, 2023, and unless sooner terminated pursuant to the
12 provisions hereof, shall terminate on December 31, 2023. The term may be
13 extended for one (1) additional one-year period, at the discretion of City Manager.
14 Either of the parties hereto shall have the right to terminate this Contract in its
15 entirety at any time during the Term for any or no reason whatsoever by giving fifteen
16 (15) days prior written notice of termination to the other party. City shall have the
17 additional right to cancel any part of this Contract at any time during the Term for
18 any reason whatsoever by giving fifteen (15) days' notice of such cancellation to the
19 Contractor.

20 B. Notwithstanding the foregoing, the City shall have the right to
21 terminate and cancel this Contract without notice, in its sole discretion, if the actions
22 or non-action of Contractor subjects the City to liability, legal obligations or program
23 operation obligations beyond the liability and obligations under the Contract
24 Documents. If this Contract is terminated prior to the expiration of the Term,
25 Contractor shall be reimbursed for all eligible program allowable costs which have
26 been accrued but not paid through the effective date of termination. Contractor
27 agrees to accept such amount, plus all amounts previously paid, as full payment
28 and satisfaction of all obligations of City to Contractor.

1 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
2 contract under special conditions if it determines the Contractor as "high risk" under the
3 following categories:

4 A. (1) A history of unsatisfactory performance, or (2) Is not
5 financially stable, or (3) Has a management system which does not meet the
6 management standards, or (4) Has not conformed to terms and conditions of
7 previous awards, or (5) Is otherwise not responsible; and if the City determines that
8 an award will be made, special conditions and/or restrictions shall correspond to the
9 high risk condition and shall be included in the award.

10 B. Special conditions or restrictions may include: (1) Payment on
11 a reimbursement basis; (2) Withholding authority to proceed to the next phase until
12 receipt of evidence of acceptable performance within a given funding period; (3)
13 Requiring additional, more detailed financial reports; (4) Additional project
14 monitoring; (5) Requiring the Contractor to obtain technical or management
15 assistance; or (6) Establishing additional prior approvals.

16 C. If the City decides to impose such conditions, the City will either
17 include such corrective action in the Statement of Work or notify the Contractor as
18 early as possible, in writing, of: (1) The nature of the special conditions/restrictions;
19 (2) The reason(s) for imposing them; (3) The corrective actions which must be taken
20 before they will be removed and the time allowed for completing the corrective
21 actions and (4) The method of requesting reconsideration of the conditions or
22 restrictions imposed.

23 4. PERFORMANCE REVIEW.

24 A. After each quarter during the Term, the City will conduct a
25 review of Contractor's performance by comparing the Contractor's planned
26 performance and/or contract earning levels with the actual performance and
27 contract earning levels achieved by Contractor. If the Contractor is ten percent
28 (10%) or more below their planned total at the end of the first quarter or any quarter

1 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
2 funds up to the amount of the under expenditure or underperformance.
3 Alternatively, upon review and approval of the City, Contractor may be allowed to
4 submit a corrective action plan demonstrating that program performance is
5 attainable and expenditure levels can be met. At the discretion of the City,
6 Contractor may be allowed to continue program services.

7 B. Underperformance at the end of the second quarter or any
8 quarter thereafter, shall permit the City to unilaterally cancel this Contract or, in the
9 alternative and at the sole discretion of the City, deobligate funds from this Contract
10 up to the amount of the underexpenditures.

11 5. CONTRACT AMOUNT AND PAYMENT.

12 A. The total amount which shall be payable by City to Contractor
13 for Contractor's allowable services during the Term shall not exceed One Hundred
14 Fifty Thousand Dollars (\$150,000).

15 B. The City shall, in due course, reimburse the Contractor for the
16 actual, allowable, reasonable and necessary costs and expenses incurred by
17 Contractor in the performance of this Contract which are authorized and approved
18 by Exhibit "A" and are in accordance with and pursuant to the Prime Contract, to the
19 extent that such Prime Contract is applicable to the Contractor's performance
20 hereunder.

21 C. Payment to the Contractor shall be limited to the amounts
22 specified in Exhibit "A" for the categories, criteria and rates established in said
23 Exhibit. The allocation of the total contract amount among the items in the Budget
24 may vary by as much as ten percent (10%) without the approval by Workforce
25 Innovation Board's Executive Director ("Executive Director"). Additionally,
26 Contractor may, with the prior written approval of the Executive Director or his
27 designee, make adjustments within and among the categories of expenditures in
28 the Budget in excess of ten percent (10%), and modify the performance to be

1 rendered hereunder as provided in Exhibit "A"; provided, however, that any such
2 adjustment in expenditures shall not result in an increase in the amount of the total
3 contract. The agent or representative of Contractor who signs as the maker of
4 checks or drafts or in any manner authorizes the disbursement of said funds or
5 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
6 bond regarding the handling of said funds in an amount set out in Section 13,
7 paragraph E of this Contract.

8 D. Contractor shall not charge nor receive compensation under
9 this Contract for any services or expenses unless said services or expenses are
10 directly and exclusively related to the purposes of this Contract, and provided that
11 payment is not also received by Contractor from some other source for said services
12 or expenses.

13 E. Disbursement of funds received from the State shall be under
14 the direction of the City Manager or his designee and shall be in accordance with
15 the provisions of this Contract and made pursuant to the Prime Contract and any
16 additional procedures, regulations and reporting requirements which are
17 established by the City that do not conflict with applicable procedures, regulations
18 and reporting requirements of the State.

19 F. All payments to Contractor by the City will be based upon
20 invoices and the necessary supporting documents which the State and the City may
21 require Contractor to submit. The expenditure of all funds shall be accounted for
22 promptly and submitted with the funded "Period of Availability" for the program year.
23 Reimbursement will not be made for claims generated beyond contract end date or
24 ninety (90) days after the contract end date for properly accrued expenditures.
25 Contractor shall keep separate detailed accounts for each expenditure for each
26 component part of this project.

27 G. Public or private non-profit contractor revenues in excess of
28 costs are considered program income or profits in accordance with Code of Federal

1 Regulations definition of "Income" pursuant to 20 CFR§683.200(c)(7). When
2 authorized, program income may be added to the funds committed to the grant
3 agreement. The program income shall be used for the purposes and under the
4 conditions of the grant agreement or as amended unless the Governor of the State
5 of California requires that such income be turned over to the State.

6 6. RECORDS.

7 A. Records relating to the performance of this Contract shall be
8 kept and maintained by Contractor in accordance with the manner and method
9 prescribed by applicable State regulations and guidelines and City requirements,
10 and will be current, complete and available for purposes of inspection and audit
11 during business hours as deemed necessary upon request by representatives of
12 federal, state and local agencies.

13 B. Contractor shall provide access to all documents and materials
14 related to this Contract and shall provide any information that the City, or its
15 designee requires in order to monitor and evaluate Contractor's performance
16 hereunder. All such records shall be maintained and accessible for a period of
17 seven (7) years from the expiration or earlier termination of this Contract.

18 7. FINANCIAL REPORTS.

19 A. Contractor shall promptly distribute to the City Manager or his
20 designee copies of all correspondence including, but not limited to, financial,
21 operational and performance reports which Contractor submits to or receives from
22 the State. Contractor shall provide such other reports, documents or information as
23 may be requested or required by the City or the State within three (3) days of written
24 request. Upon expiration or earlier termination of this Contract, and within the time
25 and in the manner prescribed by the City, the Contractor shall perform all necessary
26 close-out procedures required by the State and the City, including preparation of
27 close-out reports and transmittal to the City of all documents in the possession of
28 Contractor which relate to the Conduct of the Program, within the time and in the

1 manner prescribed by the City. Final payment to the Contractor under this Contract
2 will be paid only after the City has determined that Contractor has satisfactorily
3 completed said close-out procedures.

4 B. If the Contractor is subject to the Single Audit Act (SAA), the
5 Contractor shall include this Contract within the scope of the SAA audit. A copy of
6 the SAA final audit report shall be delivered by Contractor to the City of Long Beach
7 within thirty (30) calendar days after its request and, in any event, no later than six
8 (6) months after the end of the then-current fiscal year of Contractor. In the event
9 the Contractor fails to comply with this requirement, the Contractor shall be liable
10 for any costs incurred by City for a substitute audit or review.

11 8. ACCOUNTING PROCEDURES.

12 A. On a monthly basis, commencing on the last day of the month
13 next succeeding the Effective Date of this Contract, the Contractor will submit an
14 invoice with supporting documentation for payment based upon the cost categories
15 in Exhibit "A". These invoices will be due by the tenth (10th) working day after the
16 end of each month. Contractor shall complete the monthly payment requests in the
17 format required by the City.

18 B. The Contractor will establish separate account numbers within
19 its accounting system to account for the expenditures and revenues of this Contract.
20 The Contractor's accounting system will be in compliance with all applicable
21 procedures and Federal and State authorities having jurisdiction over this Contract,
22 and shall be consistent with the fiscal and accounting procedures, including accruals
23 set forth herein. Without limiting the generality of the foregoing, the Contractor shall
24 adhere to the following fiscal and accounting procedures:

- 25 i. Maintain a bank account and perform monthly bank
26 reconciliations.
27 (a) Deposit all receipts in the bank account promptly
28 and intact.

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(b) Do not pay any expense directly out of cash receipts.

(c) Maintain bank validated copies for every deposit slip in chronological order. Each deposit slip should include sufficient detail to explain the source of the funds being deposited. (This may be done by recording the details on the deposit slip or by attached supporting documentation which may have been received with the receipts).

(d) Disburse all funds by check, preferably signed or approved electronically by two (2) employees, neither of whom is the bookkeeper or the accounting clerk.

ii. Designate specific employees to perform each of the following functions:

(a) Receipt for goods and services provided to Contractor.

(b) Approve the purchase of goods and services for Contractor.

(c) Approve employee time sheets.

(d) Each above function shall be designated to a different employee.

iii. Maintain documented support for every check written which should include:

(a) Original invoice from each vendor.

(b) Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

(c) Indication that the goods or services were

1 approved for purchase by an authorized individual. This should be by
2 signature and date and should appear on the invoice or on the
3 purchase order or purchase requisition, if such is used by the
4 Contractor.

5 iv. Maintain a copy of each invoice submitted to the
6 Operations Division with copies of all supporting documents.

7 v. Maintain the following records in an orderly fashion by
8 grant period or Contractor's fiscal year:

9 (a) Bank statements and bank reconciliations.

10 (b) Deposit slips and supports.

11 (c) Checks and supports.

12 (d) Time sheets or documentation to verify
13 Contractor's labor costs.

14 (e) Cash receipts and cash disbursement journals.

15 (f) Requests for reimbursement and supports.

16 (g) Financial statements.

17 (h) Maintain and file all required tax and personnel
18 reports with appropriate agencies.

19 vi. Contractor must adhere to all audit requirements as
20 outlined in Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR
21 Part 96, and A 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

22 C. All invoices and billings will be considered final and must be
23 submitted within forty-five (45) calendar days from the end of the Term. Resolution
24 of disputed matters must be resubmitted within fifteen (15) calendar days from date
25 mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices
26 or billings submitted after the cut-off date, or if funding is no longer available.

27 9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood
28 that in the performance of this Contract, the Contractor shall at all times be considered a

1 wholly independent contractor and that Contractor's obligations to and authority from the
2 City are solely as are preserved by this Contract. Contractor expressly warrants that it will
3 not, at any time, hold itself out or in any manner represent that Contractor or any of its
4 agents, volunteers, subscribers, members, officers or employees are in any manner the
5 officers, employees or agents of the City or the Pacific Gateway Workforce Innovation
6 Network (Pacific Gateway), an unincorporated non-profit association. Contractor shall not
7 have any authority to bind the City or Pacific Gateway at any time or for any purpose.
8 Contractor nor any of Contractor's officers, employees or agents shall have any power or
9 authority as agents or employees of the City or Pacific Gateway and shall not be entitled
10 to any of the rights, privileges or benefits of a City or Pacific Gateway employee.

11 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement
12 contemplates the personal services of Contractor and Contractor's employees, and the
13 parties acknowledge that a substantial inducement to City for entering this Agreement was
14 and is the professional reputation and competence of Contractor and Contractor's
15 employees. Contractor shall not assign its rights or delegate its duties under this
16 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
17 of City, except that Contractor may with the prior approval of the City Manager of City,
18 assign any moneys due or to become due the Contractor under this Agreement. Any
19 attempted assignment or delegation shall be void, and any assignee or delegate shall
20 acquire no right or interest by reason of an attempted assignment or delegation.

21 Furthermore, Contractor shall not subcontract any portion of its performance without the
22 prior approval of the City Manager or designee, or substitute an approved subconsultant
23 or contractor without approval prior to the substitution. Nothing stated in this Section shall
24 prevent Contractor from employing as many employees as Contractor deems necessary
25 for performance of this Agreement.

26 11. INDEMNITY.
27 A. Contractor shall indemnify, protect and hold harmless City, its
28 Boards, Commissions, and their officials, employees and agents ("Indemnified

1 Parties”), from and against any and all liability, claims, demands, damage, loss,
2 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
3 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
4 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
5 in part, out of or in connection with (1) Contractor’s breach or failure to comply with
6 any of its obligations contained in this Agreement, including any obligations arising
7 from the Project’s compliance with or failure to comply with applicable laws, including all
8 applicable federal and state labor requirements including, without limitation, the
9 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts,
10 errors, omissions or misrepresentations committed by Contractor, its officers,
11 employees, agents, subcontractors, or anyone under Contractor’s control, in the
12 performance of work or services under this Agreement (collectively “Claims” or
13 individually “Claim”).

14 B. In addition to Contractor’s duty to indemnify, Contractor shall
15 have a separate and wholly independent duty to defend Indemnified Parties at
16 Contractor’s expense by legal counsel approved by City, from and against all
17 Claims, and shall continue this defense until the Claims are resolved, whether by
18 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
19 breach, or the like on the part of Contractor shall be required for the duty to defend
20 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
21 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
22 in the defense.

23 C. If a court of competent jurisdiction determines that a Claim was
24 caused by the sole negligence or willful misconduct of Indemnified Parties,
25 Contractor’s costs of defense and indemnity shall be (1) reimbursed in full if the
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

2 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall
3 administer contract within the policies and procedures mandated by the Workforce
4 Innovation and Opportunity Act of 2014, and Pacific Gateway agrees to comply with the
5 following contract clauses, as applicable, during the duration of the contract period:

6 A. Compliance with awarding agency requirement and/or
7 regulations related to patent rights, copyrights, and rights in data;

8 B. Termination for Cause and for Convenience;

9 C. Maintenance of Records for five (5) years;

10 D. Access to Contractor's Records (§200.336(a));

11 E. Compliance with Equal Employment Opportunity Act provisions
12 identified in 41 CFR Part 60;

13 F. Compliance with Equal Employment Opportunity Act provisions
14 identified in 41 CFR Part 6;

15 G. Compliance with the Contract Hours and Safety Standards Act
16 (40 U.S.C 3701-3708);

17 H. The Clean Air Act and Environmental Protection Agency
18 regulations;

19 I. The State Energy Conservation Plan in compliance with the
20 Energy Policy and Conservation Act;

21 J. The Bryd Anti-Lobbying Amendment;

22 K. The Veteran's Priority Provisions;

23 L. The Whistleblower Protection;

24 M. The Buy American Requirements;

25 N. The Debarment and Suspension requirements;

26 O. The Copeland "Anti-Kickback" Act;

27 P. The Davis-Bacon Act as amended (40 U.S.C 3141-3148);

28 Q. Labor Standards Provision;

- 1 R. Rights to Inventions Made Under a Contract or Agreement;
2 S. The Solid Waste Disposal Act and 40 CFR Part 247;
3 T. Drug Free Workplace Act of 1988; and
4 U. Federal Non-Discrimination Requirements: the
5 nondiscrimination and equal opportunity provisions found in Section 188 of WIOA
6 and Title 29 CFR Part 38 prohibit discrimination on the grounds of race; color;
7 religion; sex (including pregnancy, childbirth, and related medical conditions,
8 transgender status and gender identity); national origin (including LEP); age;
9 disability; political affiliation or belief.

10 13. INSURANCE. Concurrent with the execution of this Contract by
11 Contractor, as a condition precedent to the effectiveness of this Contract, and in partial
12 performance of the obligations of indemnity assumed by Contractor under Section 11
13 above, Contractor shall procure and maintain during the Term at Contractor's expense:

14 A. Comprehensive General Liability in an amount not less than Two
15 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
16 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
17 damage. The Indemnified Parties shall be covered as insureds in respect to liability arising
18 out of activities performed by or on behalf of the Contractor and coverage shall be in a form
19 acceptable to the Risk Manager of the City ("Risk Manager").

20 B. Automobile Liability in an amount not less than Five Hundred
21 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and
22 property damage covering owned, non-owned and hired vehicles.

23 C. Workers' Compensation as required by the Labor Code of the State of
24 California and Employers' Liability Insurance with limits of one Million Dollars
25 (\$1,000,000.00) per occurrence.

26 D. Accidental Medical, Death and Dismemberment Insurance for all
27 participants not entitled to workers' compensation benefits under the provisions of Section
28 3700 of the Labor Code of the State of California, unless this requirement has been waived

1 in writing by the Risk Manager. Said insurance shall have limits of not less than One
2 Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five Thousand
3 Dollars (\$25,000.00) Accidental Death and Dismemberment.

4 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
5 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
6 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
7 employee's agents or representatives of the Contractor who sign as the maker of checks
8 or drafts or in any manner authorize the disbursement or expenditure of said funds.

9 Each insurance policy shall be endorsed to provide that coverage shall not
10 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
11 prior written notice has been given to the City. All such insurance shall be primary and not
12 contributing to any other insurance or self-insurance maintained by the Indemnified Parties.

13 The insurance required hereunder shall be placed with carriers admitted to
14 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
15 Company and may be subject to such self-insurance or deductible as may be approved by
16 the Risk Manager. Any Contractors which Contractor may use in the performance of
17 services under this Contract shall be required to maintain insurance in accordance with the
18 requirements here in Section 13.

19 Contractor shall furnish the City with certificates of insurance and with original
20 endorsements affecting coverage as required above. The certificates and endorsements
21 for each insurance policy shall be signed by a person authorized by that insurer to bind
22 coverage on its behalf. Policies written on a "claims made" basis shall provide for an
23 extended reporting period of not less than One Hundred Eighty (180) days. No claims
24 made policies shall be acceptable to City unless the City Manager determines that no
25 occurrence policy is available in the market for the particular risk being insured. Any
26 modification or waiver of the insurance requirements contained in this Contract shall only
27 be made with the written approval of the Risk Manager in accordance with established city
28 policy.

1 14. DRUG-FREE WORKPLACE. Contractor shall comply with
2 Government Code Sections 8350 et seq. and 29 CFR Part 98, in matters relating to
3 providing a drug-free workplace including, but not limited to, the following:

4 A. Publishing a statement notifying employees that unlawful
5 manufacture, distribution, dispensation, possession, or use of a controlled
6 substance is prohibited and specifying actions to be taken against employees for
7 violations, as required by Government Code Section 8355(a).

8 B. Establishing a Drug-Free Awareness Program as required by
9 Government Code Section 8355(b), to inform employees about all of the following:

- 10 i. The dangers of drug abuse in the workplace,
11 ii. The person's or organization's policy of maintaining a
12 drug-free workplace;
13 iii. Any available counseling, rehabilitation and employee
14 assistance programs, and
15 iv. Penalties that may be imposed upon employees for drug
16 abuse violations.

17 C. Ensuring that every employee who provides services under this
18 Contract:

- 19 i. Will receive a copy of Contractor's drug-free policy
20 statement, and
21 ii. Will agree to abide by the terms of Contractor's
22 statement as a condition of employment on this Contract:

23 D. Payments due Contractor may be subject to suspension or
24 termination for failure to carry out the requirements of Government Code Sections
25 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free
26 Workplace. As provided in Government Code Section 8357, the City shall not be
27 required to ensure that Contractor provides a drug-free workplace.

28 15. NONDISCRIMINATION.

1 A. In connection with performance of this Agreement and subject
2 to applicable rules and regulations, Contractor shall not discriminate against any
3 employee or applicant for employment because of race, religion, national origin,
4 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
5 disability. Contractor shall ensure that applicants are employed, and that employees
6 are treated during their employment, without regard to these bases. These actions
7 shall include, but not be limited to, the following: employment, upgrading, demotion
8 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
9 or other forms of compensation, and selection for training, including apprenticeship.

10 B. It is the policy of City to encourage the participation of
11 Disadvantaged, Minority and Women-owned Business Enterprises in City's
12 procurement process, and Contractor agrees to use its best efforts to carry out this
13 policy in its use of subconsultants and contractors to the fullest extent consistent
14 with the efficient performance of this Agreement. Contractor may rely on written
15 representations by subconsultants and contractors regarding their status.
16 Contractor shall report to City in May and in December or, in the case of short-term
17 agreements, prior to invoicing for final payment, the names of all subconsultants
18 and contractors hired by Contractor for this Project and information on whether or
19 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
20 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

21 16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
22 accordance with the provisions of the Ordinance, this Agreement is subject to the
23 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
24 Long Beach Municipal Code, as amended from time to time.

25 A. During the performance of this Agreement, the Contractor
26 certifies and represents that the Contractor will comply with the EBO. The
27 Contractor agrees to post the following statement in conspicuous places at its place
28 of business available to employees and applicants for employment:

1 "During the performance of a contract with the City of Long Beach, the
2 Contractor will provide equal benefits to employees with spouses and its employees
3 with domestic partners. Additional information about the City of Long Beach's Equal
4 Benefits Ordinance may be obtained from the City of Long Beach Business Services
5 Division at 562-570-6200."

6 B. The failure of the Contractor to comply with the EBO will be
7 deemed to be a material breach of the Agreement by the City.

8 C. If the Contractor fails to comply with the EBO, the City may
9 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
10 to become due under the Agreement may be retained by the City. The City may
11 also pursue any and all other remedies at law or in equity for any breach.

12 D. Failure to comply with the EBO may be used as evidence
13 against the Contractor in actions taken pursuant to the provisions of Long Beach
14 Municipal Code 2.93 et seq., Contractor Responsibility.

15 E. If the City determines that the Contractor has set up or used its
16 contracting entity for the purpose of evading the intent of the EBO, the City may
17 terminate the Agreement on behalf of the City. Violation of this provision may be
18 used as evidence against the Contractor in actions taken pursuant to the provisions
19 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

20 17. CONFIDENTIALITY.

21 A. Contractor shall keep confidential all financial, operations, and
22 performance records relating to its performance of this Contract ("Data") and shall
23 not disclosed the Data or use the Data directly or indirectly other than in the course
24 of services provided hereunder. The obligation of confidentiality shall continue
25 following expiration or earlier termination of this Contract. In addition, Contractor
26 shall keep confidential all information, whether written or oral, or visual, obtained by
27 any means whatsoever in the course of Contractor's performance hereunder for the
28 same period of time. Contactor shall not disclose Data to any third party, nor use it

1 for Contractor's own benefit or the benefit of others without first obtaining the prior
2 written authorization and consent of the City.

3 B. All Data and other information, in whatever form or medium,
4 compiled or prepared by Contractor in performing its services or furnished to
5 Contractor by City shall be the property of City and City shall have the unrestricted
6 right to use or disseminate same without payment of further compensation to
7 Contractor. Copies of Contractor's work product may be retained by Contractor for
8 its own records.

9 18. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
10 breach of confidentiality with respect to Data that:

11 A. Contractor demonstrates Contractor knew prior to the time City
12 disclosed it; or

13 B. Is or becomes publicly available without breach of this Contract
14 by Contractor; or

15 C. A third party who has a right to disclose such information does
16 so to Contractor without restrictions on further disclosure; or

17 D. Must be disclosed pursuant to subpoena, court order, state or
18 federal WIOA rules and regulations, federal Department of Labor rules and
19 regulations, or the rules and regulations of any other governmental agency having
20 jurisdiction over WIOA administration.

21 19. NOTICES. Any notice or approval required by this Agreement shall
22 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
23 postage prepaid, addressed to Consultant at the address first stated above, and to the City
24 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
25 copy to the Pacific Gateway's Executive Director at 4811 Airport Plaza Drive, Suite 200,
26 Long Beach CA 90815. Notice of change of address shall be given in the same manner
27 as stated for other notices. Notice shall be deemed given on the date deposited in the mail
28 or on the date personal delivery is made, whichever occurs first.

1 20. CONTRACT ADMINISTRATION. The City Manager, or designee, is
2 authorized and directed, for and on behalf of the City, to administer this Contract and all
3 related matters, and any decision of the City Manager, or his designee, in connection
4 herewith shall be final.

5 21. CORPORATE STATUS. If the Contractor is a corporation, Contractor
6 shall, as a condition precedent to the effectiveness of this Contract, submit to City proof of
7 good standing of the corporate status.

8 22. ENTIRE AGREEMENT. This document fully expresses all
9 understandings of the parties concerning all matters covered and shall constitute the total
10 Agreement. Except for the adjustments of Exhibit "A" as provided in Section 5 hereof, no
11 addition to or alteration of the terms of this Contract whether by written or oral
12 understanding of the parties, their officers, agents or employees shall be valid unless made
13 in writing and formally adopted in the same manner as this Contract.

14 23. CAPTIONS AND ORGANIZATION. The various headings and
15 numbers herein and the grouping of the provisions of this Contract into separate Sections,
16 paragraphs and clauses are for the purpose of convenience only and shall not be
17 considered a part hereof, and shall have no effect on the construction or interpretation of
18 any part of this contract.

19 24. TAX REPORTING. As required by federal and state law, City is
20 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
21 Contractor shall be solely responsible for payment of all federal and state taxes resulting
22 from payments under this Agreement. Contractor shall submit Contractor's Employer
23 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
24 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
25 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
26 Contractor provides one of these numbers.

27 25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to
28 City that any and all persons signing this Contract are authorized and empowered to so

1 sign and that the execution of this Contract by such person or persons does bind Contractor
2 to all terms, covenants and conditions of this Contract.

3 IN WITNESS WHEREOF, the parties hereto have caused these presents to
4 be duly executed with all the formalities required by law on the respective dates set forth
5 opposite their signatures.

6
7
8 June 22, 2023

AIRSTREAMS RENEWABLES, INC., a
California corporation
By *J. Duff*
Name Jeffrey Duff
Title CFO

9
10 June 22, 2023

By *Adrian Cervantes*
Name Adrian Cervantes
Title Director of Admissions

11
12 EXECUTED PURSUANT
13 TO SECTION 301 OF
14 THE CITY CHARTER.

"Contractor"
CITY OF LONG BEACH, a municipal
corporation
By *Sinda J. Takem*
City Manager

15 September 9, 2023

"City"
This Contract is approved as to form on September 19, 2023.

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20 DAWN MCINTOSH, City Attorney
By *A. Wilson*
Deputy

Atoy Wilson for Monica Kilaita

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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EXHIBIT "A"

Statement of Work

Training Provider	Airstreams Renewables, Inc.
Term	March 21, 2023 – December 31, 2023
Amount/Award	\$150,000
Master Agreement	WIOA Adult/DW/Youth, INVEST, NDWG, LARCA, P2E

Administered by the City of Long Beach, Pacific Gateway Workforce Innovation Network (Pacific Gateway) shall enter into an Agreement with **Airstreams Renewables, Inc.**, hereinafter referred to as Training Provider, to administer and deliver the services described in this Agreement.

SCOPE OF SERVICE

A. APPROVED PROGRAMS:

Pacific Gateway agrees to pay with prior approval the cost of the Workforce Innovation and Opportunity Act (WIOA) training program(s) listed on the State of California Eligible Training Provider List (ETPL) and other allowable costs associated with the training(s).

B. TRAINING AUTHORIZATION:

The Training Provider understands that Trainees authorized by Pacific Gateway may be enrolled in approved training under this Agreement. Pacific Gateway will forward the following: Letter of Authorization (LOA), Individual Training Account (ITA) Scholarship (Attachment A), and if applicable, Los Angeles City Referral Notice to the Provider for all authorized trainees. Prior to the approval for training, any cost incurred will be the sole responsibility of the Training Provider.

C. COST:

1. The total amount reimbursed to the Training Provider, shall not exceed the amount as documented in the ETPL. Tuition, fees, estimated length of training, and program requirements must align with the information documented in the ETPL.
2. In no event shall Pacific Gateway reimburse the Provider above the actual expenditures for those services set forth herein. If training is not completed, the Training Provider is entitled to that portion of the total reimbursable amount set forth in this Agreement, based on the total number of hours training was provided in accordance to the Maxine Waters School Reform and Student Protection Act of 1989 Section 94870.
3. Reimbursement to the Training Provider is based on the training services specified in the ITA Scholarship and the submission of the Trainee evaluations, attendance sheets, and certificate of completion. If specified training services are not adequately provided and/or if Trainee evaluations, attendance sheets and certificate of completion are not provided

per the stipulations in this Agreement, payment to the Training Provider by Pacific Gateway may be delayed or withdrawn.

4. The Training Provider agrees that the Trainee will not be asked to pay for any items or services provided under this Agreement unless an amount is specified as a "Total Trainee Obligation" in the ITA Scholarship. The Training Provider understands that a violation of this provision may result in termination of this Agreement, at Pacific Gateway's discretion.
5. The Training Provider agrees to seek and utilize other types of financial aid (i.e., Federal Pell Grant) if applicable/available prior to use of WIOA funds. If applicable, the Training Provider must provide Pacific Gateway with written information concerning financial aid received by each Trainee under this agreement within thirty days of receipt or by the "Completion" payment point specified in section I, item 4, below, whichever comes first. Acceptable documentation to be submitted to the Educational Career Coordinator, shall include a notice of award or denial for financial aid, such as a Federal Pell Grant or other grant(s) issued by the Training Provider. Training Provider will complete the Verification or Training and Leverage Funds Form (Attachment B). If acceptable documentation is not submitted within the timeframe specified, payment to the Training Provider by Pacific Gateway may be delayed or withdrawn. Upon receipt of a notice of award, a revised ITA Scholarship will be issued and specify an amended "Total Obligation (City of Long Beach)" and the amount of "Other Education Related Costs" to be disbursed by the Training Provider to the Trainee, if applicable. If financial aid is not available, it must be documented by completion of the Verification or Training and Leverage Funds Form.
6. The Training Provider agrees to maintain records (including books, paper and computer data, time sheets, attendance and payroll records, and cancelled checks) to document all costs, direct and indirect, incurred under this Agreement and to account for all money received under this Agreement. All records shall be kept for a period of five (5) years from the date final payment is made on this Agreement. All records regarding the Trainee shall be made available to the State, Department of Labor, Comptroller General of the United States, Pacific Gateway or any of their duly authorized representatives. The right to the records includes the right to make excerpts, transcripts, and photocopies. The Training Provider also agrees to provide photocopies of above referenced records, upon request from Pacific Gateway. The Training Provider agrees to provide reasonable and timely access to personnel for interviews and discussions related to the records of the Trainee.
7. This Agreement is subject to WIOA rules and regulations and the availability of WIOA funding. Modifications to this Agreement may be made to reflect any reduction in fund availability and subsequent additions and/or changes to WIOA rules and regulations. This Agreement shall also be governed by all other applicable laws of the State of California.

D. PERFORMANCE:

1. Pacific Gateway retains the right to observe and monitor services provided pursuant to this Agreement, including, but not limited to, quality of training, instructor qualifications and performance, and conduct interviews of Trainee(s) and personnel. If any of these criteria for service performance are not met, payment to the Training Provider may be delayed or withdrawn.

2. The Training Provider agrees to provide attendance and progress reports on a routine basis (according to the Institutions reporting requirements or as requested by Pacific Gateway) for the duration of training and at completion with certificate (if applicable).

Pacific Gateway requires progress reports contain, at minimum, the following information.

Required Information:

<i>Training Provider Name</i>	<i>Instructor Name</i>
<i>Provider Address and Phone Number</i>	<i>Evaluation Period</i>
<i>Training Program</i>	<i>Attendance</i>
<i>Trainee Name</i>	<i>Training Performance/Progress Reports</i>
<i>Trainee Signature and Date</i>	<i>Instructor Signature and Date</i>

If the Trainee progress report does not contain the required information or partial information is provided, payment to the Training Provider may be delayed or withdrawn.

3. The Training Provider shall act in an independent capacity and not as an officer, employee, or agent of Pacific Gateway in the performance of this Agreement. This provision shall also apply to any agent or employee of the Training Provider. The Training Provider shall not contract or incur expenses in the name of Pacific Gateway, or it's entity.
4. To the extent permitted by applicable law, Training Provider shall defend, indemnify and hold harmless, City of Long Beach, Pacific Gateway, its officials, employees, and agents from all, loss, damage, liability, demands, claims, causes of action, cost and expense (including reasonable attorneys' fees) for injuries to persons (including death) or damage or destruction to property connected with or arising from the negligent acts or omissions, willful misconduct or misrepresentation of Training Provider, its officers, employees, or agents.
5. The Training Provider shall provide sufficient instruction materials pursuant to a planned curriculum appropriate to the Trainee's educational program and establish sufficient attendance, progress, and performance standards to reasonably ensure that Trainees acquire the necessary level of education, training, skill, and experience to obtain employment in the occupation or job title to which the course of instruction is intended to lead. The Training Provider agrees to comply with the Maxine Waters School Reform and Student Protection Act of 1989 Section 94875 (a)(b).
6. The Training Provider shall perform all services herein and documented in the ETPL. Any attempt by the Training Provider to delegate or subcontract, except for the hiring of instructors, its duties under this Agreement shall be void and allow Pacific Gateway to immediately terminate this Agreement and withdraw payment(s).

E. PROVIDER ASSURANCES:

1. The Training Provider shall maintain the confidentiality of any information regarding the Trainee, or their immediate family, which may be obtained through documents obtained from public agencies, counselors, or any other source. Without permission from Pacific

Gateway, such information shall be divulged only as necessary for the performance or evaluation of the Agreement and only to persons having responsibilities under this Agreement.

2. The Training Provider shall ensure that the Trainee is provided with a copy of the Training Provider's grievance policy and procedures. Pacific Gateway may also request a copy of the Training Provider's grievance policy and procedures.
3. If Trainee provides notification to Provider to terminate their training program, the Provider shall conduct an exit interview with the Trainee, if possible, to document the reason for termination. The Training Provider shall notify Pacific Gateway in writing to the Educational Career Coordinator within one (1) day of notification of the Trainees' decision.
4. The Training Provider may terminate/suspend the Trainee on the same basis the Training Provider would terminate/suspend any other participant receiving educational services. The Training Provider shall first advise Pacific Gateway by emailing the Educational Career Coordinator, within one (1) business day of the impending termination/suspension. The Training Provider shall provide Pacific Gateway an opportunity to correct the reason for termination/suspension within an agreed upon time frame. Upon termination/suspension, the Training Provider shall conduct an exit interview with the Trainee to document reason for termination/suspension.
5. The Training Provider shall provide the Trainee with two cancellation forms prior to or at the first-class meeting attended by the Trainee in accordance with the Maxine Waters School Reform and Student Protection Act of 1989 Section 94868.
6. The Training Provider shall maintain appropriate standards for health and safety. Shall ensure that the conditions of training are appropriate and reasonable with regards to the type of training, the geographical region and the proficiency of the Trainee.
7. The Training Provider shall, at all times, be in compliance with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101). Compliance with the ADA shall be the sole responsibility of Training Provider. The Training Provider shall defend and hold Pacific Gateway harmless from any expense or liability arising from Training Provider's non-compliance therewith.
8. The Training Provider shall comply fully with applicable Federal, State, and local nondiscrimination and equal opportunity provisions, including:
 - i. That which prohibits discrimination against all individuals in the United States on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin; age; disability; political affiliation or belief; or against any beneficiary of, applicant to, or participated in, programs financially assisted under Title I of the *Workforce Innovation and Opportunity Act* (WIOA), on the basis of the individual's citizenship status or participation in any WIOA Title I-financially assisted program or activity. (*Section 188 of WIOA and Title 29 CFR Part 38*)
 - ii. Title VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin

- iii. Title V, Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
9. The Training Provider shall ensure compliance with the Pacific Gateway Nondiscrimination and Equal Opportunity policy (*Policy Number: P-WIOA-NEDO-2.A*) that prohibits retaliation or reprisal against an individual that:
- i. Has filed a complaint.
 - ii. Opposed a practice prohibited by the nondiscrimination and Equal Opportunity provisions of WIOA.
 - iii. Furnished information to or assisted or participated in any manner in an investigation, review, hearing, or any other activity related to the administration of, exercise the privilege secured by the nondiscrimination and equal opportunity provisions of WIOA or 29 CFR Part 38.
 - iv. Otherwise exercised any rights and privileges under the WIOA nondiscrimination and EO provisions.
10. The Training Provider shall permit access to Pacific Gateway or designated agency to records of employment, employment advertisements, application forms and other pertinent data and records, for the purposes of investigation to ascertain compliance with the fair employment practices provisions of this contract.
11. The Training Provider agrees to maintain records that are sufficient to support all data submitted for the ETPL and will make these records available for monitoring or audit by either Pacific Gateway or the State.
12. The Training Provider shall ensure compliance with applicable Federal, State, and/or local regulations with matters relating to providing a drugfree workplace.
13. The Training Provider shall ensure that training involving sectarian or political activities is prohibited.

F. TERMS:

- 1. The Agreement is of no force and effect until approved and signed by representatives of both parties hereto. There are no oral understandings or agreements not incorporated herein. The Training Provider may not commence training until such approval has been obtained in writing.
- 2. The Agreement may be terminated by either party upon ten (10) business days written notice to the other.

G. INVOICING:

3. Pacific Gateway shall pay the Training Provider as per stipulations set forth in this Agreement.
4. The Training Provider shall submit invoices for payment in accordance with the payment schedule explained below. Invoices must include the following:
 1. Name of Trainee
 2. Name of Training Program
 3. Start and End Dates
 4. Amount Due
 5. Payments Made to Date
 6. Balance
 7. Specify Pay Point, e.g., 1 or 2, see below

3. Original invoices must be mailed for verification and review to: The WorkPlace, 4811 Airport Plaza Dr., Suite 200, Long Beach, CA 90815, Attn: Karla Olivas. Please address all inquiries regarding the status of payment to the Fiscal Unit, at (562) 570-4726.
4. Payments will be issued within 45 days upon receipt of invoices. Payments for training shall be disbursed as follows:

Pay Point #1: At the 30th day of active participation **50%**
within 30 calendar days

Pay Point #2: At the completion of training **50%**

- i. **At the Beginning of Training (50%):** After the participant has completed their 30th training day of active participation, an invoice with the progress report and proof of attendance must be sent for 50% of the tuition payment.
- ii. **At Completion (50%):** Upon the Trainee’s satisfactory completion of training and demonstration of the following:
 - Attained competencies as outlined in the Training Provider’s course curriculum per training schedule.
 - Attained satisfactory test score(s) or achievement level prescribed for completion.

An invoice should be sent within fifteen (15) days after completion of training with the following:

- A copy of the certificate(s) of completion
- A measurable skill gains (MSG) or other form of progress made by the participant in a training program that leads to a credential or employment.
- The notice of award or denial for financial aid
- Verification of training and leverage funds
- Attendance sheets and progress reports

- iii. **Recovery of Unused Training Funds for Early Withdrawal or Termination of Training Prior to Completion:** The Training Provider is required to report early terminations of Trainees' training to the Educational Career Coordinator. All refunds of unearned training funds must be returned promptly to Pacific Gateway from the Training Provider.

Unless otherwise indicated by the Training Provider refund policy, refunds are based on a proration of services provided, which is calculated by the percentage of training hours completed. Each hour of training equates to a dollar amount.

❖ **Invoices for short term training under 90 days will be paid in full upon the participant's satisfactory completion of training**

H. INSURANCE:

The Training Provider agrees to provide a Certificate of Insurance and shall maintain a General Liability coverage (equivalent in coverage to ISO form CG 00 01 11 85 or 88), including cross-liability protection and broad form contractual liability, in an amount not less than \$1,000,000 combined single limit for each occurrence. If the policy has a general aggregate limit, the general aggregate limit must be in an amount not less than \$2,000,000.

Unless the Training Provider provides a Certificate of **Self-Insurance**, the certificate of insurance must show the City of Long Beach as the certificate holder and must also be filed with the City of Long Beach before a purchase order can be issued. The following information must be on the Certificate:

Insurance Requirements:

1. **Certificate of Insurance.** A certificate of insurance, showing the City of Long Beach as the certificate holder at the address given below, must be filed with the City before the purchase order is issued. The certificate must evidence the following insurance placed with an insurer admitted to write insurance in California or an authorized non-admitted insurer having a rating of or equivalent to A:VIII by A.M. Best Company:
 - a. **Commercial general liability** (equivalent in coverage to ISO form CG 00 01 11 85 or 88), including cross-liability protection and broad form contractual liability, in an amount not less than \$1,000,000 combined single limit for each occurrence. If the policy has a general aggregate limit, the general aggregate limit must be in an amount not less than \$2,000,000. The **"The City of Long Beach its boards, commissions, officials, employees, and agents"** must be named as additional insureds and such coverage must not be limited to the vicarious liability or supervisory role of the additional insured.
 - b. **Commercial general liability** insurance equivalent in coverage scope to an ISO CG 00 01 10 93 that does not exclude coverage for **abuse and molestation defense** and names **"The City of Long Beach, and its boards, officials, employees, and agents"** as additional insureds on an endorsement equivalent in coverage scope to an ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.

- c. **Automobile liability** (equivalent in coverage to ISO form CA 00 01 06 92) in an amount not less than \$500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).
 - d. **Professional liability or errors and omissions** in an amount not less than \$1,000,000 per occurrence If you are providing accounting, actuarial, architectural, auditing, brokerage, computer programming, consulting, counseling, daycare, engineering, environmental, landscape architectural, legal, medical, nursing, pastoral, surveying, real estate, soils engineering, or other professional services.
 - e. **Workers' compensation and employer's liability** in an amount not less than \$1,000,000 per accident if workers' compensation coverage is required by the California Labor Code.
 - f. **All risk property insurance** in an amount sufficient to cover the full replacement value of Subleasee's personal property, equipment, and improvements, if any, on the premises (for leases and subleases only).
2. **Endorsements.** All applicable original endorsements must also be filed with the City of Long Beach before the purchase order is issued, including but not limited to:
- a. An additional insured endorsement (equivalent in coverage to ISO form **CG 20 26 07 04**) naming "**The City of Long Beach its boards, commissions, officials, employees, and agents**" as additional insureds under the general liability policy. Failure to comply with this requirement will prevent issuance of a purchase order.
 - b. An endorsement to each policy stating that such policy shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to City and that the policy shall apply on a primary non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to City or any employee or agent of City.
3. **Special Risks** - Additional insurance requirements may be imposed on certain risks:
- a. Construction contracts.
 - b. Medical, daycare, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics.
 - c. Environmental consulting, engineering or related services or operations, including brownfields' redevelopment
 - d. Custom manufactured products.
 - e. Products or services involving firearms, tobacco, alcohol, or controlled substances.
 - f. Marine-related products or services.
 - g. Aircraft-related products or services; and
 - h. Any unusual or high-risk activities, operations or product

