



California State University
Dominguez Hills

32148

Procurement, Contracts, Logistical and Support Services
Division of Administration and Finance
Carson, CA 90747 • (310) 243-3799 • FAX: (310) 516-3305
HUMAN SERVICES, BACHELOR OF ARTS

THIS AGREEMENT, is made and entered into on November 30, 2010, pursuant to Education Code 89036, by and between City of Long Beach Dept. of Parks, Recreation and Marine

hereinafter referred to as the "FACILITY" and the Trustees of the California State University, an agency of the State of California, CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, the UNIVERSITY'S Bachelor of Arts Human Services Program requires its students to have educational experience (learning experience) in facilities, schools and public agencies; and

WHEREAS, the FACILITY is willing to permit the use of its facilities and services for the education of said students, under the circumstances herein defined; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Human Services Program use the facility for their human services learning experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. FACILITY SHALL:

- A. Provide facilities for learning experiences for Human Services students designated by the UNIVERSITY. The experience for each student shall cover such period of time as will be specified by the UNIVERSITY.
- B. Permit designated students and staff of UNIVERSITY to use all services of the FACILITY herein contracted for. The level of services and the number of students involved shall be determined by mutual agreement between the parties.
- C. Nominate staff members to serve as volunteer preceptors. The final selection of the preceptors shall be made by mutual consent between the FACILITY and the Faculty Coordinator.
- D. Permit University faculty and staff to participate as their time may permit in the learning experience of the students while at Facility.
- E. Be responsible for all instruction and evaluation of student performance required to meet the course objectives given by University at the FACILITY site to the students so designated.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the Human Services Program of the University to be assigned for learning experience at the Facility.
- B. Be responsible for keeping all attendance and academic records of the students.
- C. Provide guidance to students in their activities, through an individual and class setting that specifies learning activities to take place within the framework of the FACILITY.
- D. Each participating student shall execute the Statement concerning Workers' Compensation Benefits attached as Appendix A.
- E. Provide insurance for general liability coverage with regard to claims arising from activities performed by or on behalf of this Agreement.

III. GENERAL CONDITIONS

- A. UNIVERSITY shall defend, indemnify and hold FACILITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of UNIVERSITY, its officers, agents, or employees.
- FACILITY shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys fees and court costs), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of FACILITY, its boards, commissions, officials, officers, agents, or employees.
- B. While in the performance of this agreement, students serve as volunteers to FACILITY without compensation and are not to be considered officials, agents or employees of the University for Worker's Compensation purposes.
- C. University shall provide and maintain in force a One Million Dollar (\$1,000,000) policy of professional liability insurance during the course of Students activities under this agreement.
- D. UNIVERSITY, at its sole cost and expense, shall insure its activities in connection with this agreement, naming Facility as additional insured by separate endorsement, and obtain, keep in force, and maintain insurance as follows:
- Comprehensive or General Liability Insurance with a limit of One Million Dollars (\$1,000,000), and Three Million Dollars (\$3,000,000) in aggregate, per occurrence.
- E. This AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.
- F. Upon full execution of the agreement, any written notice given under this agreement shall be sent by registered mail to the following: CSUDH Director of Procurement and Contracts.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective 12/01/2010 to 12/01/2013 notwithstanding the fact that they may have executed the Agreement at a later date. This agreement may be terminated by either party upon 60 day advanced written notice, provided current students in the training program will be allowed to complete their training requirements until said terminated semester.

By executing the Agreement, the parties hereto accept and agree to all of the stipulations set forth herein and agree that he/she is authorized to sign this Agreement on behalf of the parties.

CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS


Emmitt L. Williams

Assistant Vice President
Procurement, Contracts, Logistical & Support Services

1000 E. Victoria Street
Carson, CA 90747

310-243-3799

AGENCY

Assistant City Manager

By: 

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

(Authorized Signature)

Printed Name: PATRICK H. WEST

Title: CITY MANAGER, CITY OF LONG BEACH

Address: CO Dept. of Parks, Recreation & Marine

2760 Studebaker Rd., Long Beach, CA 90815

Phone No.: Contract Mgmt. Div. (562)570-3157

Date: _____
Appendix A

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APPROVED AS TO FORM

March 18, 2011
ROBERT E. SHANNON, City Attorney

By: 

GARY J. ANDERSON
DEPUTY CITY ATTORNEY

City of Long Beach

Human Services, Bachelor of Arts Student Intern Program Statement concerning Workers' Compensation Benefits

Section 3352 of the Labor Code of the State of California provides that Workers' Compensation benefits are not payable for injuries to "any person performing voluntary service for a public agency who receives no remuneration for the service other than meals, transportation, lodging, or reimbursement for incidental expenses."

I understand that the services I will perform under the California State University, Dominguez Hills, Human Services, Bachelor of Arts Student Intern Program are voluntary services and that California State University, Dominguez Hills and the City of Long Beach will not be liable for the payment of workers' compensation benefits for any injury suffered as a result of my participation in this program.

Signature of Volunteer

Print Name

Witness Signature

Date