



# CITY OF LONG BEACH

**C-5**

DEPARTMENT OF HUMAN RESOURCES

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • (562) 570-6621

February 1, 2011

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

## RECOMMENDATION:

Authorize the City Manager, or his designee, to execute agreements and amendments with various employers to implement a work experience program that would provide employment training, skills standards, employee development and related activities to eligible adults. (Citywide)

## DISCUSSION

The Workforce Investment Network (Network) administers the federal Workforce Investment Act (WIA) and other employment and training funds received annually by the City. Those funds support job training programs and business services delivered by the Career Transition Center, Youth Opportunity Center, Harbor WorkSource Center, and selected community-based organizations to assist local residents acquire skills leading to employment in high demand occupations with local employers.

Through the Work Experience Program, the Network will partner with existing and emerging industry employers willing to provide employment training, skills standards, employee development and related activities to participants. The Program will assist participants in acquiring the skills necessary to enter employment and will provide access to various workforce preparation activities and resources available in the region.

This matter was reviewed by Deputy City Attorney Gary J. Anderson and by Budget Management Officer Victoria Bell, on January 13, 2011.

## TIMING CONSIDERATIONS

City Council action is requested on February 1, 2011 to facilitate processing of required documents.

HONORABLE MAYOR AND CITY COUNCIL

February 1, 2011

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FISCAL IMPACT

Sufficient funds are currently appropriated in the Community Development Grants Fund (SR 150) in the Department of Human Resources to administer this activity. There is no impact to the General Fund. Approval of this recommendation will result in job training, skills enhancement, and employment opportunities for residents.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



DEBORAH R. MILLS  
DIRECTOR OF HUMAN RESOURCES

APPROVED:

  
\_\_\_\_\_  
PATRICK H. WEST  
CITY MANAGER

WORK EXPERIENCE AGREEMENT

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THIS AGREEMENT ("Agreement") is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2011, by and between Pacific Gateway Workforce Investment Network administered by the CITY OF LONG BEACH, a municipal corporation ("City") and \_\_\_\_\_ ("Employer").

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

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

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

NOW THEREFORE, the parties do hereby agree as follows:

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

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

3. The City shall provide qualified staff for the purpose of providing monitoring of participants enrolled in the WEX program participating at Employer's site. The City shall be responsible for the actions of participants during the operation of the

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

1 program. The City shall be responsible for the preparation of rules and regulations  
2 regarding the WEX program and for distribution to Employer and participants.

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

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

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

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

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

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

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

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

1 to A:VIII by A.M. Best Company the following insurance:

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

9           B.     Workers' compensation in accordance with the Labor Code of  
10          the State of California and employer's liability with limits of One Million  
11          (\$1,000,000.00) per accident or occupational illness.

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

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

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

1 Employer's contractors and subcontractors change the amount, scope or types of  
2 coverages required herein if, in his or her sole opinion, the amount, scope or types of  
3 coverages herein are not adequate.

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

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

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

(AGENCY NAME)

\_\_\_\_\_, 2011

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_, 2011

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Name

"Employer"

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2011

By \_\_\_\_\_  
City Manager

"City"

This Agreement is approved as to form on \_\_\_\_\_, 2011.

ROBERT E. SHANNON, City Attorney

By \_\_\_\_\_  
Deputy