

1 3. District shall provide all instructional materials for CEWE and ACT,
2 including but not limited to texts, reference books, materials and supplies. Supplies and
3 materials delivered to City's facilities shall remain the District's property.

4 4. Students participating in CEWE and ACT pursuant to this Agreement
5 shall not displace any regular paid employee of City and further CEWE and ACT students
6 shall not be employed or compensated by City to perform tasks which are included as part
7 of the CEWE and ACT instructional programs while the students are enrolled in that
8 specific program.

9 5. City may, upon the request of the staff of CEWE and ACT, provide
10 equipment and procedures for the use of the equipment as are appropriate to the
11 vocational instruction specified herein, provided that City has agreed to provide said
12 services and equipment.

13 6. INSURANCE. As a condition precedent to the effectiveness of this
14 Agreement, District shall procure and maintain at District's expense for the duration of this
15 Agreement from insurance companies that are admitted to write insurance in California or
16 from authorized non-admitted insurance companies that have ratings of or equivalent to
17 A:VIII by A.M. Best Company the following insurance:

18 (a) Commercial general liability insurance (equivalent in
19 scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount
20 not less than One Million Dollars (\$1,000,000) per each occurrence
21 and Two Million Dollars (\$2,000,000) general aggregate. Such
22 coverage shall include but not be limited to broad form contractual
23 liability, cross liability, independent contractors liability, and products
24 and completed operations liability. The City, its officials, employees
25 and agents shall be named as additional insureds by endorsement
26 (on City's endorsement form and on an endorsement equivalent in
27 scope to ISO form CG 20 26 11 85), and this insurance shall contain
28 no special limitations on the scope of protection given to the City, its

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officials, employees and agents.

(b) Workers' Compensation insurance as required by the Labor Code of the State of California and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).

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

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City. District shall notify the City in writing within five (5) days after any insurance required herein has been voided by the insurer or canceled by the insured.

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

Prior to the start of performance, District shall deliver to City certificates of insurance and required endorsements for approval as to sufficiency and form. The certificate and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, District shall, within thirty (30) days prior to the expiration of the insurance required herein, furnish to City certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the right to require complete certified copies of all policies of District and

1 District's contractors and subcontractors, at any time. District shall make available to City's
2 Risk Manager or designee all books, records and other information relating to the
3 insurance coverage required herein, during normal business hours.

4 Any modification or waiver of the insurance requirements herein shall only
5 be made with the approval of City's Risk Manager or designee. Not more frequently than
6 once a year, the City's Risk Manager or designee may require that District, District's
7 contractors and subcontractors change the amount, scope or types of coverages required
8 herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are
9 not adequate.

10 The procuring or existence of insurance shall not be construed or deemed
11 as a limitation on liability relating to District's performance or as full performance of or
12 compliance with the indemnification provisions of this Agreement.

13 7. In light of California Government Code Section 895.2 imposing certain
14 tort liability jointly on public entities solely by reason of such entities being parties to an
15 agreement as defined in said Code and in accordance with the authority in Sections 895.4
16 and 895.6, each party shall assume full liability imposed on it, its officials, employees or
17 agents by law for injury or death caused by their negligent or wrongful act or omission
18 occurring in the performance of this Agreement to the same extent that such liability would
19 be imposed in the absence of Section 895.2. Toward that end, each party shall indemnify
20 and hold the other, its officials, employees and agents harmless for any loss, demand,
21 claim, damage, liability, cause of action, cost or expense that may be imposed on the other
22 party solely by reason of Section 895.2. Further, the parties shall indemnify, defend and
23 hold harmless each other from and against any loss, demand, claim, damage, liability,
24 cause of action, cost or expense (including reasonable attorney's fees) arising from their
25 respective negligent acts or omissions or willful misconduct. The provisions of California
26 Civil Code Section 2778 are made a part hereof as if fully set forth herein.

27 8. Neither party shall not discriminate on the basis of race, color, religion,
28 national origin, sex, sexual orientation, AIDS, HIV status, marital status, age, disability or

1 handicap in employment or performance hereunder. This policy complies with provisions
2 of Title VII and Title IX of the United States Code and provisions of California law which
3 protect persons against discrimination.

4 9. The term of this Agreement shall commence at 12:01 a.m. on January
5 1, 2007 and terminate at midnight on December 31, 2011, unless sooner terminated as
6 provided herein. The term of this Agreement may be extended for one (1) additional five
7 year term provided that the District requests an extension at least thirty (30) days prior to
8 the end of the original term.

9 10. Nothing in this Agreement shall be construed as creating a
10 partnership, joint venture, principal-agent relationship, association, or employer-employee
11 relationship between the parties.

12 11. District shall not assign its rights or delegate its duties hereunder, or
13 any portion hereof, without the prior written consent of City. Any attempted assignment or
14 delegation shall be void, and any assignee or delegate shall acquire no right or interest by
15 reason of such attempted assignment or delegation.

16 12. Either party shall have the right to terminate this Agreement for any
17 reason or no reason at any time by giving thirty (30) days' prior notice to the other party.

18 13. This Agreement shall not be amended, nor any provision or breach
19 waived, except in writing signed by the parties which expressly refers to this Agreement.

20 14. This Agreement constitutes the entire understanding between the
21 parties and supersedes all other agreements, whether oral or written, with respect to the
22 subject matter herein.

23 15. In the event that there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies
25 hereunder, the prevailing party shall be entitled to its costs and expenses, including
26 reasonable attorney's fees. This Agreement is created as a joint effort of both parties and
27 shall not be interpreted against either party as the drafter of the Agreement.

28 16. Any notice required hereunder or desired to be given by either party

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
2 class, postage prepaid to City at 333 W. Ocean Blvd., Long Beach, California 90802
3 Attention: City Manager and to District at 4310 Long Beach Blvd., Long Beach, California
4 90807 Attention: Leslie Gilpin, Vocational Counselor.

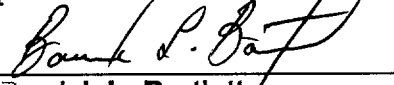
5 Notice of change of address shall be given in the same manner as stated for
6 other notices. Notice shall be deemed given on the date deposited in the mail or on the
7 date personal delivery is made, whichever first occurs.

8 17. The performance by City of its obligations shall not operate as a waiver
9 of any provision of this Agreement, or of any right to damages or indemnity stated in this
10 Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of
11 any other or subsequent breach of this Agreement.

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

14 LONG BEACH UNITED SCHOOL DISTRICT OF
15 LOS ANGELES COUNTY, a public school
16 district

16 Jan. 10, 2007

16 By 
17 Title Purchasing & Contracts Director

18 "District"

19 CITY OF LONG BEACH, a municipal corporation

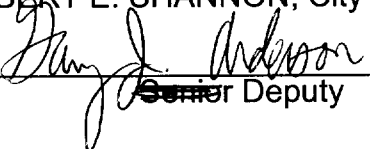
20 2.22, 2006

20 By 
21 City Manager

22 "City"

23 This Agreement is approved as to form on January 23, 2007, ~~2006~~.

24 ROBERT E. SHANNON, City Attorney

25 By 
26 ~~Senior~~ Deputy