

ATTACHMENT "A"

AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into as of the ____ day of _____, 2004, by and between the CITY OF LONG BEACH, a municipal corporation (City) and _____ (Sponsor).

1. RECITALS. This Agreement is made and entered into with reference to the following facts and objectives:

1.1 The City, through the Youth Services Section of the its Workforce Development Bureau of the Department of Community Development, has developed an intern program to provide employment training, skills standards, employee development and related activities (the Intern Program).

1.2 Sponsor is willing to assist the City in this effort by providing space, staff and supervision of students participating in the Intern Program.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Sponsor shall provide space and/or services at facilities operated at no cost to the City for the purpose of providing workforce training to selected youth enrolled in the Intern Program. Said space shall be appropriate for the Internship Program and shall be available at such times as are mutually agreed upon by the parties hereto.

2. Sponsor shall provide and maintain adequate workspace for each youth participating in the Intern Program specified herein, including the use of lavatories and parking space as designated by the Sponsor. Sponsor shall also provide all required utilities, with the exception of telephone service. Sponsor will ensure that facilities are safe for participating youth 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 work-readiness instruction and monitoring of youth enrolled in the Intern Program and assigned to participate at Sponsor's site. The City shall be responsible for the actions of participating youth during the operation of the Program. The City is responsible for the preparation of rules and regulations regarding the Intern Program and for distribution to Sponsor and participating youth. In addition, the City will distribute Sponsor's internal policies and procedures to participating youth, as applicable, and for enforcement of such policies and procedures during the hours youth are on Sponsor's premises.

4. Sponsor shall provide regular and necessary supervision of youth participating in the Intern Program and assigned to Sponsor, while at Sponsor's facilities.

In addition, Sponsor will provide regular assessment and feedback to City staff regarding participating youth's work performance, including required evaluations.

5. The City shall provide all necessary instructional materials and equipment for the Intern Program, including but not limited to textbooks, reference books, and supplies. All materials provided by the City and delivered to the Sponsors site shall remain the property of the City.

6. Youth participating in the Intern Program shall not displace any regular paid employee of Sponsor and shall not be employed or compensated by Sponsor to perform tasks which are included as part of the Intern Program.

7. Sponsor may, upon the request of City staff, provide equipment and procedures for the use of the equipment as are appropriate to the workforce training specified herein, provided that Sponsor has agreed to provide said services and equipment.

8. Youth participating in the Intern Program, conducted pursuant to this Agreement, shall be covered by the City's Workers Compensation Insurance.

9. The City will maintain during the life of this Agreement public liability and property damage insurance for not less than One Million Dollars (\$1,000,000 combined single limit for each occurrence). Such insurance shall be endorsed to name Sponsor as additional insured in respects to liability arising out of the use of facilities provided and activity of the participants in the Intern Program pursuant to this Agreement.

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

11. This Agreement shall be in effect for the period from _____ to _____. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon written notification received thirty (30) days prior to the date of termination.

CITY OF LONG BEACH
By _____
Date _____

SPONSOR
By _____
Date _____

Type or Print Name