

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

1 SUMMER FOOD PROGRAM  
2 SPONSOR/SITE AGREEMENT

3 **29739**

4 THIS AGREEMENT is made and entered, in duplicate, as of May 4, 2006 for  
5 reference purposes only, pursuant to a minute order adopted by the City Council of the City  
6 of Long Beach at its meeting held on May 2, 2006, by and between the CITY OF LONG  
7 BEACH ("Sponsor") and BOYS AND GIRLS CLUBS OF LONG BEACH ("Site  
8 Organization"), whose address is 3635 Long Beach Boulevard, Long Beach,  
9 California 90807.

10 WHEREAS, the California Department of Education ("CDE") has funds for  
11 a 2006 Summer Food Service Program for Children ("Program") to provide free meals to  
12 eligible children; and

13 WHEREAS, Sponsor has executed or will soon execute an agreement with  
14 a vendor to prepare the meals; and

15 WHEREAS, Site Organization rents, leases, owns, operates, maintains, or  
16 otherwise controls a site, independent of Sponsor, located in or near the City of Long  
17 Beach at which the meals could be served; and

18 WHEREAS, Site Organization desires to participate in the Program; and

19 WHEREAS, CDE requires that Sponsor enter a written agreement with each  
20 Site Organization that participates in the Program;

21 NOW, THEREFORE, in consideration of the mutual terms and conditions  
22 herein, the parties agree as follows:

23 1. Site Organization shall serve lunch to all needy children 18 years of age  
24 and under (or persons over 18 years of age if they are mentally or physically disabled and  
25 participating in a public or private nonprofit school program for the mentally or physically  
26 disabled), using Site Organization employees and volunteers, all of whom are subject to  
27 the management, direction, and control of Site Organization at the Eastman/Fairfield  
28 Branch (700 East Del Amo Boulevard), the Washington Branch (1450 Cedar Avenue), and

1 the West Branch (1835 West Willard Street).

2           2. Sponsor shall provide to Site Organization, through Sponsor's vendor,  
3 lunch as part of the Program. The number and type of meals to be provided shall depend  
4 on the attendance reported to Sponsor by Site Organization on a daily basis.

5           3. Site Organization shall provide adequate supervision during the food  
6 service, and shall report to Sponsor any and all problems concerning or related to the food  
7 service.

8           4. Site Organization shall maintain and submit promptly such reports and  
9 records as Sponsor requires.

10           5. Site Organization shall promptly report to Sponsor any change in the  
11 number of meals required as attendance at Site Organization activities, programs, classes  
12 and the like fluctuates. Such report is exempt from the notice provision set forth in  
13 Section 17 hereof.

14           6. Site Organization and Sponsor shall comply with Title VI of the Civil Rights  
15 Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the  
16 Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50),  
17 and FNS directives or regulations issued pursuant to that Civil Rights Act to the effect that  
18 no person in the United States shall, on the ground of race, religion, color, sex, sexual  
19 orientation, AIDS, AIDS related condition, age, national origin, disability, handicap, or  
20 Vietnam Era veteran status, be excluded from participation in, be denied benefits of, or  
21 otherwise be subject to discrimination under any program or activity for which Site  
22 Organization and Sponsor received Federal financial assistance from the Department of  
23 Agriculture. And, Site Organization and Sponsor hereby give assurance that they shall  
24 immediately take any measures necessary to effectuate compliance.

25           7. Site Organization shall indemnify and hold harmless the City, its Boards,  
26 Commissions, and their officials, employees and agents (collectively in this Section "City")  
27 from and against any and all liability, claims, demands, damage, causes of action,  
28 proceedings, penalties, loss, costs, and expenses (including attorney's fees, court costs,

1 and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include  
2 allegations and include by way of example but are not limited to: Claims for property  
3 damage, personal injury or death arising in whole or in part from any negligent act or  
4 omission of Site Organization, its officers, employees, or agents, or anyone under Site  
5 Organization's control (collectively "Indemnitor"); Site Organization's breach of this  
6 Agreement; misrepresentation; willful misconduct; and Claims by any employee of  
7 Indemnitor relating in any way to worker's compensation. Independent of the duty to  
8 indemnify and as a free-standing duty on the part of Site Organization, Site Organization  
9 shall defend City and shall continue such defense until the Claim is resolved, whether by  
10 settlement, judgment or otherwise. Site Organization shall notify the City of any claim  
11 within ten (10) days. Likewise, City shall notify Site Organization of any claim, shall tender  
12 the defense of such claim to Site Organization, and shall assist Site Organization, as may  
13 be reasonably requested, in such defense.

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

19           (a) Commercial general liability insurance (equivalent in scope to ISO  
20 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One  
21 Million Dollars (\$1,000,000) per each occurrence and Two Million Dollars  
22 (\$2,000,000) general aggregate. Such coverage shall include but not be  
23 limited to broad form contractual liability, cross liability, independent  
24 contractors liability, and products and completed operations liability. The  
25 Sponsor, its officials, employees and agents shall be named as additional  
26 insureds by endorsement (on Sponsor's endorsement form or on an  
27 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26  
28 11 85), and this insurance shall contain no special limitations on the scope

1 of protection given to the Sponsor, its officials, employees and agents.

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

5 (c) Professional liability or errors and omissions insurance in an  
6 amount not less than One Million Dollars (\$1,000,000) per claim.

7 (d) If use of vehicles are necessary in the performance of this  
8 Agreement, commercial automobile liability insurance (equivalent in scope  
9 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
10 amount not less than Five Hundred Thousand Dollars (\$500,000) combined  
11 single limit per accident.

12 Any self-insurance program, self-insured retention, or deductible must be  
13 separately approved in writing by City's Risk Manager or designee and shall protect  
14 Sponsor, its officials, employees and agents in the same manner and to the same extent  
15 as they would have been protected had the policy or policies not contained retention or  
16 deductible provisions. Each insurance policy shall be endorsed to state that coverage shall  
17 not be reduced, nonrenewed or cancelled except after thirty (30) days prior written notice  
18 to Sponsor, and shall be primary and not contributing to any other insurance or  
19 self-insurance maintained by Sponsor. Site Organization shall notify the Sponsor in writing  
20 within five (5) days after any insurance required herein has been voided by the insurer or  
21 cancelled by the insured.

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

26 Site Organization shall deliver to Sponsor certificates of insurance and  
27 required endorsements for approval as to sufficiency and form. The certificate and  
28 endorsements for each insurance policy shall contain the original signature of a person

1 authorized by that insurer to bind coverage on its behalf. In addition, Site Organization,  
2 shall, within thirty (30) days prior to expiration of the insurance required herein, furnish to  
3 Sponsor certificates of insurance and endorsements evidencing renewal of such insurance.  
4 Sponsor reserves the right to require complete certified copies of all policies of Site  
5 Organization and Site Organization's contractors and subcontractors, at any time. Site  
6 Organization shall make available to City's Risk Manager or designee all books, records  
7 and other information relating to the insurance coverage required herein, during normal  
8 business hours.

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

15 The procuring or existence of insurance shall not be construed or deemed  
16 as a limitation on liability relating to Site Organization's performance or as full performance  
17 of or compliance with the indemnification provisions of this Agreement.

18 9. Site Organization shall comply with all applicable laws, rules, and  
19 regulations, and the directives or instructions issued by Sponsor and the CDE relating to  
20 the activities or operations conducted herein. Failure to do so may result in the immediate  
21 termination of this Agreement.

22 10. Sponsor shall obtain any and all State or Federal financial assistance,  
23 grants, loans of State or Federal funds, and grants or loans of State or Federal property  
24 necessary to the implementation of the Program.

25 11. Sponsor retains the right to require Site Organization to replace any  
26 employee or volunteer whom Sponsor determines is unsatisfactory because of personal  
27 appearance, conduct or failure to properly serve the public. Sponsor shall notify Site  
28 Organization in writing of such deficiencies and Site Organization shall replace the

1 employee or volunteer with a suitable employee or volunteer within forty-eight (48) hours  
2 after the date of such notice.

3 12. Sponsor shall have administrative responsibility for Program operations,  
4 and shall submit all reports and monitor compliance with Program requirements in  
5 accordance with CDE rules, regulations, policies, and procedures as set forth in 7 CFR  
6 Part 225. Site Organization shall cooperate with Sponsor, if necessary, to provide  
7 information for said reports.

8 13. Sponsor and Site Organization understand and agree that this  
9 Agreement is contingent upon the execution of underlying agreements with the United  
10 States, the State of California, or departments or agencies thereof. Consequently, neither  
11 Sponsor nor Site Organization shall have any obligation to perform, and this Agreement  
12 shall have no force and effect, until and unless such underlying agreements are executed.  
13 Furthermore, Sponsor may terminate this Agreement if Site Organization fails to comply  
14 with any underlying agreement.

15 14. Site Organization, its officers, agents, employees, and volunteers are  
16 independent contractors and are not nor shall they be deemed employees or agents of  
17 Sponsor. Site Organization acknowledges and agrees that a) Sponsor will not withhold  
18 taxes of any kind hereunder, b) Sponsor will not secure workers' compensation or pay  
19 unemployment insurance to, for or on behalf of Site Organization's employees, and c)  
20 Sponsor will not provide and Site Organization is not entitled to any of the usual and  
21 customary rights, benefits or privileges of Sponsor's employees.

22 15. Site Organization shall not assign its rights nor delegate its duties  
23 hereunder, or any interest herein, or any portion hereof, without the prior written consent  
24 of Sponsor. Any attempted assignment or delegation shall be void, and any assignee or  
25 delegate shall acquire no right or interest by reason of such attempted assignment or  
26 delegation.

27 16. The Director of Parks, Recreation and Marine or any other designee of  
28 Sponsor's City Manager shall administer this Agreement.

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

1                   17. All notices required or any communication desired to be given hereunder  
2 shall be in writing and shall be personally delivered or deposited in the U.S. Postal Service,  
3 first class, postage prepaid to the address first given herein for Site Organization and to  
4 Sponsor c/o Department of Parks, Recreation and Marine, 2760 Studebaker Road, Long  
5 Beach, California 90815-1697. Notice shall be deemed given on the date of deposit in the  
6 mail or on the date of delivery, whichever applies.

7                   18. The term of this Agreement shall commence at 12:01 a.m. on  
8 June 19, 2006, and shall terminate at midnight on August 18, 2006, unless sooner  
9 terminated as provided herein.

10                  19. Sponsor shall have no liability to Site Organization if the vendor  
11 supplying the food service fails to provide or delays in providing said food service.

12                  20. Termination or expiration of this Agreement shall not terminate the rights  
13 or liabilities of either party which rights or liabilities accrued or existed during the term of  
14 the Agreement and prior to its termination or expiration.

15                                 IN WITNESS WHEREOF, the parties have caused this document to be

16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

executed with all formalities required by law as of the date first stated above.

BOYS AND GIRLS CLUBS OF LONG BEACH

6/15, 2006

By [Signature]  
President

6/16, 2006

By [Signature]  
Secretary/Treasurer

"Site Organization"

CITY OF LONG BEACH, a municipal corporation

Aug 25, 2006

By [Signature]  
City Manager

"Sponsor"

This Summer Food Program Sponsor/Site Agreement is hereby approved as to form on 7/31, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Senior Deputy

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