

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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SUMMER FOOD PROGRAM

SPONSOR/SITE AGREEMENT

36557

THIS AGREEMENT is made and entered, in duplicate, as of March 15, 2023 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on March 14, 2023 by and between the CITY OF LONG BEACH ("Sponsor") and CITY OF SIGNAL HILL ("Site Organization"), whose address is 2175 Cherry Avenue, Signal Hill, California 90755.

WHEREAS, the California Department of Education ("CDE") has funds for a 2023 Summer Food Service Program for Children ("Program") to provide free meals to eligible children; and

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

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

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

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

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

1. Site Organization shall serve lunch to all eligible children 1 to 18 years of age (or persons over 18 years of age if they are mentally or physically disabled and participating in a public or private nonprofit school program for the mentally or physically disabled), using Site Organization employees and volunteers, all of whom are subject to the management, direction, and control of Site Organization.

2. Sponsor shall provide to Site Organization, through Sponsor's vendor, lunch as part of the Program. The number and type of meals to be provided shall depend

- 1 on the attendance reported to Sponsor by Site Organization on a daily basis.
- 2 3. Delivery of meals shall be Monday through Friday to the following
3 location:
- 4 A. Signal Hill Park location at 2175 Cherry Ave, Signal Hill, CA
5 90755.
- 6 4. Site Organization shall provide adequate supervision during the food
7 service, and shall report to Sponsor any and all problems concerning or related to the food
8 service.
- 9 5. Site Organization shall maintain and submit promptly such reports and
10 records as Sponsor requires.
- 11 6. Site Organization shall promptly report to Sponsor any change in the
12 number of meals required as attendance at Site Organization activities, programs, classes
13 and the like fluctuates. Such report is exempt from the notice provision set forth in Section
14 17 hereof.
- 15 7. Site Organization and Sponsor shall comply with Title VI of the Civil
16 Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the
17 Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50),
18 and FNS directives or regulations issued pursuant to that Civil Rights Act to the effect that
19 no person in the United States shall, on the ground of race, religion, national origin, color,
20 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or disability, be
21 excluded from participation in, be denied benefits of, or otherwise be subject to
22 discrimination under any program or activity for which Site Organization and Sponsor
23 received Federal financial assistance from the Department of Agriculture. And, Site
24 Organization and Sponsor hereby give assurance that they shall immediately take any
25 measures necessary to effectuate compliance.
- 26 8. To the fullest extent permitted by California law, Site Organization
27 shall indemnify and hold harmless the City, its boards, commissions, and their officials,
28 employees and agents (collectively in this Section "City") from and against any and all

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

16 9. To the fullest extent permitted by California law, Sponsor shall
17 indemnify and hold harmless the Site Organization, its Boards, Commissions, and their
18 officials, employees, and agents from and against any Claims or Claim to the extent such
19 Claims or Claim arise from any negligent act or omission of Sponsor. Claims include
20 allegations and include by way of example but are not limited to: Claims for property
21 damage, personal injury or death arising in whole or in part from any negligent act or
22 omission of Sponsor, its officers, employees, or agents, or anyone under Sponsor's control;
23 Sponsor's breach of this Agreement; misrepresentations; willful misconduct; and Claims
24 by any employee of Sponsor relating in any way to worker's compensation. Independent
25 of the duty to indemnify and as a free-standing duty on the part of Sponsor, Sponsor shall
26 defend Site Organization and shall continue such defense until the Claim is resolved,
27 whether by settlement, judgment, or otherwise. Sponsor shall notify Site Organization of
28 any Claim within ten (10) days. Likewise, Site Organization shall notify Sponsor of any

1 Claim, shall tender the defense of such Claim to Sponsor, and shall assist Sponsor, as
2 may be reasonably requested, in such defense.

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

8 (a) Commercial general liability insurance (equivalent in scope to ISO form
9 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Dollars
10 (\$1,000,000.00) per each occurrence and Two Million Dollars (\$2,000,000.00)
11 general aggregate. Such coverage shall include but not be limited to broad form
12 contractual liability, cross liability, independent contractors' liability, and products
13 and completed operations liability and shall not exclude claims alleging abuse or
14 molestation. The Sponsor, its officials, employees and agents shall be named as
15 additional insureds by endorsement (on Sponsor's endorsement form or on an
16 endorsement equivalent in scope to ISO form CG 20 26 11 85), and this insurance
17 shall contain no special limitations on the scope of protection given to the Sponsor,
18 its officials, employees and agents.

19 (b) Workers' Compensation insurance as required by the Labor Code of the
20 State of California and employer's liability insurance in an amount not less than One
21 Million Dollars (\$1,000,000.00).

22 Any self-insurance program, self-insured retention, or deductible must be
23 separately approved in writing by City's Risk Manager or designee and shall protect
24 Sponsor, its officials, employees and agents in the same manner and to the same extent
25 as they would have been protected had the policy or policies not contained retention or
26 deductible provisions. Each insurance policy shall be endorsed to state that coverage shall
27 not be reduced, nonrenewed or cancelled except after thirty (30) days prior written notice
28 to Sponsor, and shall be primary and not contributing to any other insurance or self-

1 insurance maintained by Sponsor. Site Organization shall notify the Sponsor in writing
2 within five (5) days after any insurance required herein has been voided by the insurer or
3 cancelled by the insured.

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

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

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

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

28 11. Site Organization shall comply with all applicable laws, rules, and

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1 regulations, and the directives or instructions issued by Sponsor and the CDE relating to
2 the activities or operations conducted herein. Failure to do so may result in the immediate
3 termination of this Agreement.

4 12. Sponsor shall obtain any and all State or Federal financial assistance,
5 grants, loans of State or Federal funds, and grants or loans of State or Federal property
6 necessary to the implementation of the Program.

7 13. Sponsor retains the right to require Site Organization to replace any
8 employee or volunteer whom Sponsor determines is unsatisfactory because of personal
9 appearance, conduct or failure to properly serve the public. Sponsor shall notify Site
10 Organization in writing of such deficiencies and Site Organization shall replace the
11 employee or volunteer with a suitable employee or volunteer within forty-eight (48) hours
12 after the date of such notice.

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

18 15. Sponsor and Site Organization understand and agree that this
19 Agreement is contingent upon the execution of underlying agreements with the United
20 States, the State of California, or departments or agencies thereof. Consequently, neither
21 Sponsor nor Site Organization shall have any obligation to perform, and this Agreement
22 shall have no force and effect, until and unless such underlying agreements are executed.
23 Furthermore, Sponsor may terminate this Agreement if Site Organization fails to comply
24 with any underlying agreement.

25 16. Site Organization, its officers, agents, employees, and volunteers are
26 independent contractors and are not nor shall they be deemed employees or agents of
27 Sponsor. Site Organization acknowledges and agrees that a) Sponsor will not withhold
28 taxes of any kind hereunder, b) Sponsor will not secure workers' compensation or pay

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1 unemployment insurance to, for or on behalf of Site Organization's employees, and c)
2 Sponsor will not provide and Site Organization is not entitled to any of the usual and
3 customary rights, benefits or privileges of Sponsor's employees.

4 17. Site Organization shall not assign its rights nor delegate its duties
5 hereunder, or any interest herein, or any portion hereof, without the prior written consent
6 of Sponsor. Any attempted assignment or delegation shall be void, and any assignee or
7 delegate shall acquire no right or interest by reason of such attempted assignment or
8 delegation.

9 18. The Director of Parks, Recreation and Marine or any other designee
10 of Sponsor's City Manager shall administer this Agreement.

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

17 20. The term of this Agreement shall commence at 12:01 a.m. on June
18 20, 2023, and shall terminate at midnight on August 25, 2023, unless sooner terminated
19 as provided herein.

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

22 22. Termination or expiration of this Agreement shall not terminate the
23 rights or liabilities of either party which rights or liabilities accrued or existed during the term
24 of the Agreement and prior to its termination or expiration.

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

CITY OF SIGNAL HILL

March 28, 2023

By Yvette E. Aguilar
Name Yvette E. Aguilar
Title Community Services Director

March 28, 2023

By [Signature]
Name Carlo Tomaino
Title City Manager

"Site Organization"

CITY OF LONG BEACH, a municipal corporation

April 21, 2023

By [Signature]
City Manager

"Sponsor"

This Agreement is approved as to form on 4/11/2023, 2023.

EXECUTED PURSUANT
SECTION 301 OF
CITY CHARTER.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

MATTHEW E. RICHARDSON, City Attorney
(City of Signal Hill)

By [Signature]