



1                   2. The term of this Subcontract shall commence at midnight on August 1,  
2 2005, and, unless sooner terminated as provided herein, shall terminate at 11:59 p.m. on  
3 June 30, 2006.

4                   A. Total disbursements made to the Organization under this Subcontract by  
5 City shall not exceed \$20,000.00, provided, however, that if City receives additional funds  
6 under the Prime Contract, then this Subcontract may be amended to increase City's  
7 disbursements to organization. City shall disburse the funds payable hereunder in due  
8 course of payments following receipt from Organization of monthly billing statements in a  
9 form approved by City for the preceding month, and conditioned on the City's receipt of the  
10 monthly progress report from Organization.

11                   B. The City shall have no obligation to pay Organization until and unless City  
12 receives monthly progress reports that summarizes Organization's performance under this  
13 Subcontract during the immediately preceding month, and that describes Organization's  
14 progress in providing the services stated in Exhibit "A".

15                   C. City's obligation to pay Organization arises only after receipt of funds from  
16 the County under the Prime Contract.

17                   D. Organization shall submit invoices on a monthly basis. Organization shall  
18 prepare and submit monthly invoices within fifteen (15) calendar days after the end of the  
19 month in which services were provided. Attached to each invoice shall be documentation  
20 to support the invoiced amounts. Failure to submit a completed invoice with proper back-  
21 up documentation may result in late payment of the invoice. The City reserves the right  
22 to refuse payment of invoices received sixty (60) days after the services were provided.

23                   3. Organization shall maintain all records relating to the performance of this  
24 Subcontract in accordance with generally accepted accounting principles and in the  
25 manner prescribed by City. Organization's records shall be current, complete and available  
26 for inspection and audit during its normal business hours, during the term of this  
27 Subcontract and for a period of three (3) years after termination as deemed necessary by  
28 the City Auditor, any other representative of the City, and the County or any duly authorized

1 representative of the County. Organization shall provide access to all documents and  
2 materials relating to Organization and to Organization's operations, and Organization shall  
3 provide any information that the City Auditor, other City representatives, the County, and  
4 the County's representatives require in order to monitor and evaluate Organization's  
5 performance. Organization shall provide all reports, documents or information requested  
6 by City or the County within three (3) days after a written or oral request from a City or  
7 County representative, unless a longer period of time is otherwise expressly stated by said  
8 representative. Each month Organization shall submit performance reports certified by one  
9 of Organization's officers or its Executive Director identifying the services performed.

10           4. In the performance of this Subcontract, Organization shall not discriminate  
11 against any employee, applicant for employment or service, or subcontractor because of  
12 race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age,  
13 disability, or handicap. Organization shall take affirmative action to assure that applicants  
14 are employed or served, and that employees and applicants are treated during  
15 employment or services without regard to these categories. Such action shall include but  
16 not be limited to the following: employment, upgrading, demotion or transfer; recruitment  
17 or recruitment advertising; lay-off or termination; rates of pay or other forms of  
18 compensation; and selection for training, including apprenticeship.

19           Organization shall permit access by City or any other agency of the county,  
20 state or federal governments to Organization's records of employment, employment  
21 advertisements, application forms and other pertinent data and records for the purpose of  
22 investigation to ascertain compliance with the fair employment practices provisions of this  
23 Subcontract.

24           5. A. In performing services hereunder, Organization is and shall act as an  
25 independent subcontractor and not as an employee, representative, or agent of City.  
26 Organization's obligations to and authority from the City are solely as prescribed herein.  
27 Organization expressly warrants that it will not, at any time, hold itself out or represent that  
28 Organization or any of its agents, volunteers, subscribers, members, officers or employees

1 are in any manner officials, employees or agents of City. Organization shall not have any  
2 authority to bind City for any purpose.

3 B. Organization acknowledges and agrees that a) City will not withhold taxes  
4 of any kind from Organization's compensation, b) City will not secure workers'  
5 compensation or pay unemployment insurance to, for or on Organization's behalf, and c)  
6 City will not provide and Organization and Organization's employees are not entitled to any  
7 of the usual and customary rights, benefits or privileges of City employees.

8 6. This Subcontract contemplates the personal services of Organization and  
9 Organization's employees. Organization shall not delegate its duties or assign its rights  
10 hereunder, or any interest herein or any portion hereof, without the prior written consent  
11 of City which the City may withhold in its discretion. Any attempted assignment or  
12 delegation shall be void, and any assignee or delegate shall acquire no right or interest by  
13 reason of such attempted assignment or delegation.

14 7. Organization shall defend, protect, indemnify and hold City, its officials,  
15 employees and agents harmless from and against any and all claims, demands, causes  
16 of action, costs or expense (including reasonable attorney's fees), damage, loss, or liability  
17 of any kind or nature arising from the alleged negligent acts, omissions or  
18 misrepresentations of Organization, its officers, agents or employees in the performance  
19 of this Subcontract or from any payment that City must make to the County under the  
20 Prime Contract. Organization shall pay any settlement or satisfy any judgment rendered  
21 against either Organization or City as a result of said negligent acts, omissions or  
22 misrepresentations of Organization, its officers, agents or employees in the performance  
23 of this Subcontract, or as a result of any payment that City must make to the County under  
24 the Prime Contract.

25 8. As a condition precedent to the effectiveness of this Subcontract,  
26 Organization shall procure and maintain at Organization's expense for the duration of this  
27 Subcontract from an insurance company that is 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:

2 (a) Commercial general liability insurance (equivalent in scope to  
3 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than  
4 One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars  
5 (\$3,000,000) general aggregate. Such coverage shall include but not be  
6 limited to broad form contractual liability, cross liability, independent  
7 contractors liability, and products and completed operations liability. The  
8 City, its officials, employees and agents, and Los Angeles County shall be  
9 named as additional insureds by endorsement (on the City's endorsement  
10 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85  
11 or CG 20 26 11 85), and this insurance shall contain no special limitations on  
12 the scope of protection given to the City, its officials, employees and agents.

13 (b) Workers' compensation insurance as required by the California  
14 Labor Code and employer's liability insurance in an amount not less than  
15 One Million Dollars (\$1,000,000) per accident.

16 (c) Professional liability insurance in an amount not less than One  
17 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars  
18 (\$2,000,000) general aggregate.

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

23 (e) Insurance covering loss of money, securities, and other  
24 property naming the City and the County of Los Angeles as loss payee in the  
25 types and amounts stated below:

26	Employee Dishonesty	\$100,000
	Forgery or Alteration	\$100,000
27	Theft, Disappearance and Destruction of Funds	\$100,000
	Computer Fraud	\$100,000
28	Burglary and Robbery	\$100,000

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

1 Any self-insurance program, self-insured retention, or deductible must be  
2 separately approved in writing by City's Risk Manager or designee and shall protect the  
3 City, County, their officials, employees and agents in the same manner and to the same  
4 extent as they would have been protected had the policy or policies not contained retention  
5 provisions. Each insurance policy shall be endorsed to state that coverage shall not be  
6 suspended, voided or canceled by either party except after thirty (30) days prior written  
7 notice to City, and shall be primary and not contributing to any other insurance or self-  
8 insurance maintained by City, its officials, employees and agents.

9 Organization shall require that all contractors and subcontractors which  
10 Organization uses in the performance of services under this Subcontract maintain  
11 insurance in compliance with this Section unless otherwise agreed in writing by City's Risk  
12 Manager or designee.

13 Prior to the start of performance under this Subcontract, Organization shall  
14 deliver to City certificates of insurance and required endorsements, including any insurance  
15 required of Organization's contractors and subcontractors, for approval as to sufficiency  
16 and form. The certificates and endorsements shall contain the original signature of a  
17 person authorized by that insurer to bind coverage on its behalf. In addition, Organization  
18 shall, at least thirty (30) days prior to expiration of the insurance required hereunder,  
19 furnish to the City certificates of insurance and endorsements evidencing renewal of such  
20 insurance. City reserves the right to require complete certified copies of all policies of  
21 Organization or Organization's contractors or subcontractors, at any time. Organization  
22 shall make available to the City all books, records and other information relating to the  
23 insurance coverage required herein during normal business hours.

24 Any modification or waiver of the insurance requirements herein shall only  
25 be made with the written approval of the City's Risk Manager or designee. Not more  
26 frequently than once a year, the City's Risk Manager or designee may require that  
27 Organization, Organization's contractors and subcontractors change the amount, scope  
28 or types of coverages required herein if, in his or her sole opinion, the amount, scope, or

1 types of coverages herein are not adequate.

2           The procuring or existence of insurance shall not be construed or deemed  
3 as a limitation on liability relating to Organization's performance of services or as full  
4 performance of or compliance with the indemnification provisions herein.

5           9. All notices required hereunder shall be in writing and personally delivered  
6 or deposited in the U.S. Postal Service, certified mail, return receipt requested, to City  
7 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to  
8 Organization at the address first stated herein. Notice shall be deemed given on the date  
9 personal service is obtained or the date of the signature on the return receipt, whichever  
10 first occurs. Notice of change of address shall be given in the same manner as stated  
11 herein for other notices.

12           10. The City Manager or designee is authorized to administer this  
13 Subcontract and all related matters, and any decision of the City Manager or designee in  
14 connection herewith shall be final.

15           11. Organization shall have the right to terminate this Subcontract at any  
16 time for any reason by giving thirty (30) days' prior notice of termination to City, and City  
17 shall have the right to terminate all or any part of this Subcontract at any time for any  
18 reason or no reason by giving five (5) days' prior notice to Organization. If either party  
19 terminates this Subcontract, all funds held by the Organization under this Subcontract  
20 which have not been spent on the date of termination shall be returned to City.

21           12. This document constitutes the entire understanding of the parties and  
22 supersedes all other agreements, oral or written, with respect to the subject matter herein.  
23 This Subcontract shall not be amended, nor any provision or breach hereof waived, except  
24 in writing by the parties which expressly refers to this Subcontract.

25           13. This Subcontract shall be governed by and construed pursuant to the  
26 laws of the State of California.

27           14. This Subcontract including all exhibits shall not be amended, nor any  
28 provision or breach hereof waived, unless in writing signed by the parties which expressly

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refers to this Subcontract.

15. In the event of any conflict or ambiguity between this Subcontract and an exhibit, the provisions of this Subcontract shall govern.

16. The acceptance of any service or payment of any money by City shall not operate as a waiver of any provision of this Subcontract, or of any right to damages or indemnity stated herein. The waiver of any breach of this Subcontract shall not constitute a waiver of any other or subsequent breach of this Subcontract.

17. Except for Los Angeles County and only Los Angeles County (which is a third party beneficiary of this Subcontract), this Subcontract is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity that is not a party to this Subcontract.

18. Organization shall notify and provide to its employees the fact sheet regarding the Safely Surrendered Baby Law, attached as Exhibit "B" to this Subcontract.

IN WITNESS WHEREOF, the parties hereto have caused this document to

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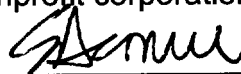
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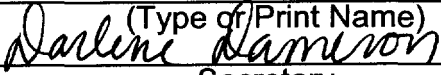
be duly executed with all formalities required by law as of the date first stated above.

BOYS & GIRLS CLUBS OF LONG BEACH, a California nonprofit corporation

10/7, 2005

By   
President  
SCOTT DIONNE  
(Type or Print Name)

12/12, 2005

By   
Secretary  
Darlene Dameron  
(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

1/6, 2005

By   
City Manager

"City"

This Subcontract is approved as to form on 12/27, 2005.

ROBERT E. SHANNON, City Attorney

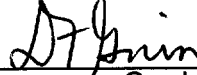
By   
Senior Deputy

EXHIBIT A

THE CITY OF LONG BEACH

FAMILY PRESERVATION PROGRAM

SUBCONTRACTOR FOR DCFS FAMILY PRESERVATION SERVICES

August 1, 2005 – June 30, 2006

Agency

**BOYS & GIRLS CLUBS OF LONG BEACH**

Administrative Office:  
3635 Long Beach Blvd.  
Long Beach, CA 90807  
(562) 595-5945

Services to be Provided

Rate

(1) Substitute Adult Role Model Services (SARM)

(a) Club Membership/registration/1<sup>st</sup> day orientation

\$20 flat fee

(b) Weekly attendance

\$20/hour, not to exceed  
one hour/week

(c) Special events/trips/camps

\$20/hour, not to exceed total fee  
charged to members for event/  
trip/camp

Attendance at the CFPN Monthly Network meeting is required. Executive Director or designee to attend at least two (2) Network meetings per contract year.

**CONTRACT AMOUNT = Not to exceed \$20,000.00**

**DEFINITION OF SERVICES**

SUBSTITUTE ADULT ROLE MODEL SERVICES (SARM)

Services in which trained and supervised adults are paired with children and youth to: 1) foster positive behavior through the mentor's example; and (2) broaden the children's recreational, social, and educational dreams through shared experiences. Subcontractor shall invoice per family for all children participating in a particular SARM activity at the same time. Subcontractor may invoice individually if the children in a family participate in separate activities.

**No shame  
No blame  
No names**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**

**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

<p><b>State of California</b> Gray Davis, Governor <b>Health and Human Services Agency</b> Grantland Johnson, Secretary <b>Department of Social Services</b> Rita Saenz, Director</p>	<p><b>Los Angeles County Board of Supervisors</b> Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District</p>
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This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

**Every baby deserves a chance for a healthy life.**

**If someone you know is considering abandoning a newborn, let her know there are other options.**

**It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.**