

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 CARES ACT GRANT AGREEMENT

2 **35711**

3 THIS CARES ACT GRANT AGREEMENT, ("Agreement") is made and  
4 entered into by and between the CITY OF LONG BEACH ("CITY"), a municipal corporation,  
5 with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802,  
6 and HUMAN-I-T, a Colorado nonprofit corporation ("GRANTEE"), with a place of business  
7 at 230 E. 3rd Street, A, Long Beach, California 90802.

8 WHEREAS, the City of Long Beach received a Coronavirus Relief Fund  
9 (CRF) award of \$40,280,000 from the U.S. Treasury, as appropriated in Section 5001 of  
10 the Coronavirus Relief Aid, Relief, and Economic Security Act ("CARES Act"), P.L. 116-  
11 136; and

12 WHEREAS, the purpose of the award to the City is to respond to the  
13 Coronavirus Disease 2019 (COVID-19) public health emergency; and

14 WHEREAS, payments from the CRF may only be used to cover costs that:  
15 (1) are necessary expenditures incurred due to the public health emergency with respect  
16 to the COVID-19; (2) were not accounted for in the budget most recently approved as of  
17 March 27, 2020 (the date of enactment of the CARES Act) for the State or government;  
18 and (3) were incurred during the period that begins on March 1, 2020, and ends on  
19 December 30, 2020; and

20 WHEREAS, the City is required by federal law to impose various terms and  
21 conditions, including expedited reporting requirements, on the GRANTEE; and

22 WHEREAS, these terms and conditions, including exhibits, the terms of any  
23 RFP, if applicable, and the terms and conditions of the GRANTEE'S application, and any  
24 amendments thereto as may be approved by the City, are incorporated herein by  
25 reference;

26 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
27 conditions in this Agreement, the City and the GRANTEE agree as follows:

28 1. PROJECT. The City agrees to provide funding to the GRANTEE to

1 administer digital inclusion resources and services ("Project"). The Project description is  
2 attached to this Agreement as Exhibit "A" and incorporated herein by reference.

3           2.     GRANT FUNDS. The GRANTEE hereby acknowledges and agrees  
4 that the City's total contribution for the GRANTEE'S approved project shall not exceed Five  
5 Hundred Ninety Thousand Dollars (\$590,000). It is expressly understood and agreed that  
6 in no event will the City's total contribution exceed this amount.

7           3.     PERFORMANCE PERIOD; FUND APPLICATION.

8           A.     Funding has been authorized for eligible expenditures related  
9 to the Project incurred between March 1, 2020 and December 30, 2020. The  
10 performance period for this grant is March 1, 2020 to December 30, 2020. All  
11 expenditures must be incurred, and all services must be provided within the  
12 performance period. CITY will not be obligated to reimburse expenses incurred after  
13 the performance period, and GRANTEE will be obligated to repay CITY for any  
14 funds received but not expended within the performance period. All funds not  
15 expected to be expended by December 30, 2020 shall be returned to the CITY by  
16 December 10, 2020, unless otherwise negotiated in writing in advance between the  
17 parties. Funding shall be expended for authorized eligible expenditures in  
18 accordance with the Project budget, delineated in the Project submittal attached  
19 hereto and incorporated by reference as Exhibit "B". When required to do so in  
20 writing, the GRANTEE shall repay the CITY for any amounts disbursed that the  
21 CITY determines were not used for authorized purposes, or were used in violation  
22 of Federal, State, or City statutes, regulations or guidelines. The CITY may also  
23 withhold such amounts from any allowable reimbursement request of the  
24 GRANTEE.

25           B.     The performance period may be extended to February 28,  
26 2021 at the sole discretion of the City Manager for the City of Long Beach.

27           4.     COMPLIANCE. This Agreement is funded by a Coronavirus Relief  
28 Funds(CRF) Federal Subaward obtained by the CITY. GRANTEE shall comply with any

1 and all applicable State, City and Federal statutes, regulations, codes, directives and  
2 guidelines related to the performance of this Agreement, including any statutory law related  
3 to contracting with the State of California.

4           5.     AUDIT AND RECORD REQUIREMENTS. The GRANTEE shall follow  
5 all generally accepted accounting procedures and practices and shall maintain books,  
6 records, documents, and other evidence which sufficiently and properly account for the  
7 expenditure of funds. The books, records and documents shall be subject at all reasonable  
8 times to inspection, reviews, or audits by the CITY in order that the Project, management,  
9 and fiscal policies of the GRANTEE may be evaluated to assure the proper and effective  
10 expenditure of public funds. Additionally:

11           A.     Cooperation with Monitoring, Audits, and Records  
12 Requirements. All records and expenditures are subject to, and GRANTEE agrees  
13 to comply with, monitoring and/or audits conducted by the United States Department  
14 of Treasury's Inspector General, the Office of the Auditor of the State of California,  
15 and the City Department of Finance. The GRANTEE shall maintain under Generally  
16 Accepted Accounting Principles (GAAP) or Government Accounting Standards  
17 Board (GASB) principles, adequate records that ensure proper accounting for all  
18 costs and performances related to this Agreement.

19           B.     Single Audit Requirements. Any Grantee expending \$750,000  
20 or more in federal funds in a fiscal year may be subject to Single Audit Requirements  
21 in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)  
22 [bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

23           C.     Requirement to Address Audit Findings. If any audit,  
24 monitoring, investigations, review of awards, or other compliance review reveals any  
25 discrepancies, inadequacies, or deficiencies which are necessary to correct in order  
26 to maintain compliance with this Agreement, applicable laws, regulations, or the  
27 GRANTEE'S obligations hereunder, the GRANTEE agrees to propose and submit  
28 to CITY a corrective action plan to correct such discrepancies or inadequacies within

1 twenty-five (25) calendar days after the GRANTEE'S receipt of the findings.

2 D. The GRANTEE shall maintain appropriate audit trails to provide  
3 accountability for all expenditures of grant funds, reporting measures, and funds  
4 received from CITY under this Agreement. Audit trails maintained by the GRANTEE  
5 will, at a minimum, identify the supporting deficiencies. If no corrective action is  
6 taken, the CITY may take such action authorized by this Agreement and/or by law,  
7 including termination.

8 6. TERMINATION. The CITY may, in its sole discretion, terminate this  
9 Agreement for convenience or otherwise, without recourse, liability or penalty against  
10 CITY, upon written notice to GRANTEE. Additionally:

11 A. In the event Grantee fails to perform or comply with an  
12 obligation or a term, condition or provision of this Agreement, the CITY may notify  
13 the GRANTEE in writing of the delay or nonperformance, and if not cured in five (5)  
14 working days, the CITY may terminate this Agreement in its entirety, or any part  
15 thereof, or the CITY may, upon written notice to GRANTEE, terminate this  
16 Agreement for cause, without further notice or opportunity to cure. Such notification  
17 will state the effective date of termination, and if no effective date is specified, the  
18 effective date will be the date of the notification.

19 B. CITY and GRANTEE may mutually agree to terminate this  
20 Agreement. CITY in its sole discretion will determine if, as part of the agreed  
21 termination, GRANTEE is required to return any or all the disbursed grant funds.

22 C. Termination is not an exclusive remedy but will be in addition  
23 to any other rights and remedies provided in equity, by law, or under this Agreement,  
24 including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 –200.342.  
25 Following termination by CITY, GRANTEE shall continue to be obligated to CITY for  
26 the return of grant funds in accordance with applicable provisions of this Agreement.  
27 In the event of termination under this section, CITY'S obligation to reimburse  
28 GRANTEE is limited to allowable costs incurred and paid by the GRANTEE prior to

1 the effective date of termination, and any allowable costs determined by CITY in its  
2 sole discretion to be reasonable and necessary to cost-effectively wind up the  
3 Agreement. Termination of this Agreement for any reason or expiration of this  
4 Agreement shall not release the parties from any liability or obligation set forth in  
5 this Agreement that is expressly stated to survive any such termination or expiration.

6 D. Notwithstanding any expiration or termination of this  
7 Agreement, the rights and obligations pertaining to the grant, cooperation and  
8 provision of additional information, return of grant funds, audit rights, records  
9 retention, public information, and any other provision implying survivability shall  
10 remain in effect after the expiration or termination of this Agreement.

11 7. RECAPTURE OF FUNDS. The discretionary right of CITY to  
12 terminate this Agreement for convenience notwithstanding, CITY shall have the right to  
13 terminate the Agreement and to recapture, and be reimbursed for any payments made by  
14 CITY: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are  
15 otherwise inconsistent with this Agreement, including any unapproved expenditures. In  
16 addition, if the State of California determines for any reason that CITY must repay  
17 Coronavirus Relief Funds provided to GRANTEE, GRANTEE shall reimburse the CITY for  
18 the repayment.

19 8. AUTHORITY TO WITHHOLD MONEY DUE OR PAYABLE. The CITY  
20 may withhold such amounts due or to become payable under this Agreement to the  
21 GRANTEE as may be necessary to protect the CITY against liability or to satisfy the  
22 obligations of the GRANTEE to the CITY.

23 9. REPRESENTATIONS BY GRANTEE. By acceptance of this  
24 Agreement, the GRANTEE makes all the statements, representations, warranties,  
25 guarantees, certifications and affirmations included in this Agreement. If applicable, the  
26 GRANTEE will comply with the requirements of 31 USC § 3729, which set forth that no  
27 Grantee of federal payments shall submit a false claim for payment. If any of the  
28 statements, representations, certifications, affirmations, warranties, or guarantees are

1 false or if the GRANTEE signs or executes the Agreement with a false statement or it is  
2 subsequently determined that the GRANTEE has violated any of the statements,  
3 representations, warranties, guarantees, certifications or affirmations included in this  
4 Agreement, then CITY may consider this act a possible default under this Agreement and  
5 may terminate or void this Agreement for cause and pursue other remedies available to  
6 CITY under this Agreement and applicable law. False statements or claims made in  
7 connection with CITY grants may result in fines, imprisonment, and debarment from  
8 participating in City, state or federal grants or contracts, and/or other remedy available by  
9 law, potentially including the provisions of 38 USC §§ 3801-3812, which details the  
10 administrative remedies for false claims and statements made.

11 10. CONFLICT OF INTEREST SAFEGUARDS. The GRANTEE will  
12 establish safeguards to prohibit its employees from using their positions for a purpose that  
13 constitutes or presents the appearance of personal or organizational conflict of interest or  
14 personal gain, whether for themselves or others, particularly those with whom they have  
15 family, business, or other ties. The GRANTEE will operate with complete independence  
16 and objectivity without actual, potential, or apparent conflict of interest with respect to its  
17 performance under this Agreement.

18 11. FRAUD, WASTE, AND ABUSE. The GRANTEE understands that  
19 CITY does not tolerate any type of fraud, waste, or misuse of funds. CITY'S policy is to  
20 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities  
21 and providing guidelines to enforce controls. Any violations of law or standards of ethical  
22 conduct will be investigated, and appropriate actions will be taken. The GRANTEE  
23 understands and agrees that misuse of award funds may result in a range of penalties,  
24 including suspension of current and future funds, suspension or debarment from federal,  
25 state, and City grants, recoupment of monies provided under an award, and civil and/or  
26 criminal penalties.

27 12. CERTIFICATION REGARDING LOBBYING. By entering into this  
28 Agreement, GRANTEE is certifying:

1           A.     No Federal appropriated funds have been paid or will be paid,  
2 by or on behalf of the GRANTEE, to any person for influencing or attempting to  
3 influence an officer or employee of an agency, a Member of Congress, an officer or  
4 employee of Congress, or an employee of a Member of Congress in connection with  
5 the awarding of any Federal contract, the making of any Federal grant, the making  
6 of any Federal loan, the entering into of any cooperative agreement, and the  
7 extension, continuation, renewal, amendment, or modification of any Federal  
8 contract, grant, loan, or cooperative agreement.

9           B.     If any funds other than Federal appropriated funds have been  
10 paid or will be paid to any person for influencing or attempting to influence any officer  
11 or employee of any agency, a Member of Congress, an officer or employee of  
12 Congress, or an employee of a Member of Congress in connection with this Federal  
13 contract, grant, loan or cooperative agreement, the undersigned shall complete and  
14 submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance  
15 with its instructions.

16           C.     The GRANTEE shall require that the language of this  
17 certification be included in the award documents for all subawards at all tiers  
18 (including subcontracts, subgrants, and contracts under grants, loans, and  
19 cooperative agreements) and that all subrecipients shall certify and disclose  
20 accordingly.

21           D.     This certification is a material representation of fact upon which  
22 reliance was placed when this transaction was made or entered into. Submission of  
23 this certification is a prerequisite for making or entering into this transaction imposed  
24 by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any  
25 person who fails to file the required certification shall be subject to a civil penalty of  
26 not less than \$10,000 and not more than \$100,000 for each such failure. The  
27 GRANTEE certifies or affirms the truthfulness and accuracy of each statement of its  
28 certification and disclosure, if any. In addition, GRANTEE understands and agrees

1 that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to this certification and  
2 disclosure, if any.

3 13. SEVERABILITY. If any provisions of this Agreement are rendered or  
4 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be  
5 modified or deleted in such manner so as to afford the party for whose benefit it was  
6 intended the fullest benefit commensurate with making this Agreement, as modified,  
7 enforceable, and the remainder of this Agreement and the application of such provision to  
8 other persons or circumstances shall not be affected thereby, but shall be enforced to the  
9 greatest extent permitted by applicable law.

10 14. AMBIGUITIES. To the extent the terms and conditions of this  
11 Agreement do not address a particular circumstance or are otherwise unclear or  
12 ambiguous, such terms and conditions are to be construed consistent with the general  
13 objectives, expectations and purposes of this Agreement and in all cases, according to its  
14 fair meaning. The parties acknowledge that each party and its counsel have reviewed this  
15 Agreement and that any rule of construction to the effect that any ambiguities are to be  
16 resolved against the drafting party shall not be employed in the interpretation of this  
17 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed  
18 in such a manner as to accomplish the purpose of the Agreement.

19 15. CLEAN AIR ACT. The following is only applicable if the amount of the  
20 contract exceeds \$150,000: (1) GRANTEE agrees to comply with all applicable standards,  
21 orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401  
22 et seq.; (2) GRANTEE agrees to report each violation to ATG and understands and agrees  
23 that the ATG will, in turn, report each violation as required to assure notification to the  
24 Federal Emergency Management Agency, and the appropriate Environmental Protection  
25 Agency Regional Office; and (3) GRANTEE agrees to include these requirements in each  
26 subcontract exceeding \$150,000 financed in whole or in part with federal assistance  
27 provided by this Agreement.

28 16. CONTRACT PROVISIONS UNDER FEDERAL AWARDS. All



1 contracts made by a GRANTEE under a federal award must contain the provisions outlined  
2 in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit  
3 Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-  
4 Federal Entity Contracts Under Federal Awards.

5 17. INSURANCE.

6 A. As a condition precedent to the effectiveness of this  
7 Agreement, GRANTEE shall procure and maintain, at GRANTEE's expense for the  
8 duration of this Agreement, from insurance companies that are admitted to write  
9 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
10 Company or from authorized non-admitted insurance companies subject to Section  
11 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
12 by A.M. Best Company, the following insurance:

13 (a) Commercial general liability insurance (equivalent in scope to  
14 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
15 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
16 coverage shall include but not be limited to broad form contractual liability,  
17 cross liability, independent contractors liability, and products and completed  
18 operations liability. City, its boards and commissions, and their officials,  
19 employees and agents shall be named as additional insureds by  
20 endorsement (on City's endorsement form or on an endorsement equivalent  
21 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
22 shall contain no special limitations on the scope of protection given to City,  
23 its boards and commissions, and their officials, employees and agents. This  
24 policy shall be endorsed to state that the insurer waives its right of  
25 subrogation against City, its boards and commissions, and their officials,  
26 employees and agents.

27 (b) Workers' Compensation insurance as required by the California  
28 Labor Code and employer's liability insurance in an amount not less than

1           \$1,000,000. This policy shall be endorsed to state that the insurer waives  
2           its right of subrogation against City, its boards and commissions, and their  
3           officials, employees and agents.

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

6           (d) Commercial automobile liability insurance (equivalent in scope  
7           to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
8           amount not less than \$500,000 combined single limit per accident.

9           B. Any self-insurance program, self-insured retention, or  
10          deductible must be separately approved in writing by City's Risk Manager or  
11          designee and shall protect City, its officials, employees and agents in the same  
12          manner and to the same extent as they would have been protected had the policy  
13          or policies not contained retention or deductible provisions.

14          C. Each insurance policy shall be endorsed to state that coverage  
15          shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
16          written notice to City, shall be primary and not contributing to any other insurance  
17          or self-insurance maintained by City, and shall be endorsed to state that coverage  
18          maintained by City shall be excess to and shall not contribute to insurance or self-  
19          insurance maintained by GRANTEE. GRANTEE shall notify City in writing within  
20          five (5) days after any insurance has been voided by the insurer or cancelled by the  
21          insured.

22          D. If this coverage is written on a "claims made" basis, it must  
23          provide for an extended reporting period of not less than one hundred eighty (180)  
24          days, commencing on the date this Agreement expires or is terminated, unless  
25          GRANTEE guarantees that GRANTEE will provide to City evidence of  
26          uninterrupted, continuing coverage for a period of not less than three (3) years,  
27          commencing on the date this Agreement expires or is terminated.

28          E. GRANTEE shall require that all sub-grantees used by

1 GRANTEE in the performance of these services maintain insurance in compliance  
2 with this Section unless otherwise agreed in writing by City's Risk Manager or  
3 designee.

4 F. Prior to the start of performance, GRANTEE shall deliver to City  
5 certificates of insurance and the endorsements for approval as to sufficiency and  
6 form. In addition, GRANTEE shall, within thirty (30) days prior to expiration of the  
7 insurance, furnish to City certificates of insurance and endorsements evidencing  
8 renewal of the insurance. City reserves the right to require complete certified copies  
9 of all policies of GRANTEE and sub-grantees, at any time. GRANTEE shall make  
10 available to City's Risk Manager or designee all books, records and other  
11 information relating to this insurance, during normal business hours.

12 G. Any modification or waiver of these insurance requirements  
13 shall only be made with the approval of City's Risk Manager or designee. Not more  
14 frequently than once a year, City's Risk Manager or designee may require that  
15 GRANTEE, sub-grantees change the amount, scope or types of coverages required  
16 in this Section if, in his or her sole opinion, the amount, scope or types of coverages  
17 are not adequate.

18 H. The procuring or existence of insurance shall not be construed  
19 or deemed as a limitation on liability relating to GRANTEE's performance or as full  
20 performance of or compliance with the indemnification provisions of this Agreement.

21 18. INDEMNITY.

22 A. Grantee shall indemnify, protect and hold harmless City, its  
23 Boards, Commissions, and their officials, employees and agents ("Indemnified  
24 Parties"), from and against any and all liability, claims, demands, damage, loss,  
25 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
26 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
27 in connection with (1) Grantee's breach or failure to comply with any of its obligations  
28 contained in this Agreement, including any obligations arising from the Project's

1 compliance with or failure to comply with applicable laws, including all applicable  
2 federal and state labor requirements including, without limitation, the requirements  
3 of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors,  
4 omissions or misrepresentations committed by Grantee, its officers, employees,  
5 agents, sub-grantees, or anyone under Grantee's control, in the performance of  
6 work or services under this Agreement (collectively "Claims" or individually "Claim").

7 B. In addition to Grantee's duty to indemnify, Grantee shall have  
8 a separate and wholly independent duty to defend Indemnified Parties at Grantee's  
9 expense by legal counsel approved by City, from and against all Claims, and shall  
10 continue this defense until the Claims are resolved, whether by settlement, judgment  
11 or otherwise. No finding or judgment of negligence, fault, breach, or the like on the  
12 part of Grantee shall be required for the duty to defend to arise. City shall notify  
13 Grantee of any Claim, shall tender the defense of the Claim to Grantee, and shall  
14 assist Grantee, as may be reasonably requested, in the defense.

15 C. If a court of competent jurisdiction determines that a Claim was  
16 caused by the sole negligence or willful misconduct of Indemnified Parties,  
17 Grantee's costs of defense and indemnity shall be (1) reimbursed in full if the court  
18 determines sole negligence by the Indemnified Parties, or (2) reduced by the  
19 percentage of willful misconduct attributed by the court to the Indemnified Parties.

20 D. The provisions of this Section shall survive the expiration or  
21 termination of this Agreement.

22 19. LAWS AND REGULATIONS. The GRANTEE shall be responsible for  
23 being fully informed of all City, state and federal laws, ordinances, codes, rules and  
24 regulations, which in any manner may affect this Agreement and the performance thereof.

25 20. REMEDIES NOT EXCLUSIVE. The express provision herein of  
26 certain measures that may be exercised by the CITY for its protection shall not be  
27 construed to preclude the CITY from exercising any other or further legal or equitable right  
28 to protect its interests.

1           21.   JURISDICTION/VENUE. This Agreement shall be construed in  
2 accordance with the laws of the State of California, and the venue for any legal actions  
3 brought by any party with respect to this Agreement shall be the County of Los Angeles,  
4 State of California for state actions and the Central District of California for any federal  
5 actions. GRANTEE shall cause all work performed in connection with construction of the  
6 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and  
7 regulations of federal, state, county or municipal governments or agencies (including,  
8 without limitation, all applicable federal and state labor standards, including the prevailing  
9 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all  
10 directions, rules and regulations of any fire marshal, health officer, building inspector, or  
11 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

12           22.   GRANTEE'S FAILURE TO COMPLY WITH ALL REQUIREMENTS  
13 AND CONTRACTUAL OBLIGATIONS. The GRANTEE'S failure to comply with any and all  
14 of the conditions of this Agreement, referenced herein and made a part hereof, may result  
15 in the denial or rejection of future funding to the GRANTEE from the CITY.

16           23.   ASSIGNMENT. The GRANTEE may not assign rights or duties under  
17 an award, or subcontract delivery of services, without the prior written consent of the CITY.  
18 Such consent shall not relieve the GRANTEE of liability in the event of default by its  
19 assignee.

20           24.   CONSTRUCTION OF CONTRACT. The masculine shall be deemed  
21 to embrace and include the feminine and the singular shall be deemed to embrace and  
22 include the plural whenever required in the context of this Agreement.

23           25.   NON-DEBARMENT REQUIREMENTS. The GRANTEE certifies, and,  
24 if the CITY, State of California or the United States Federal government requires shall  
25 further certify that neither they nor their principals are presently debarred, suspended,  
26 proposed for debarment, declared ineligible, or voluntarily excluded by the State of  
27 California or the United States Federal government at the time of submitting a proposal,  
28 and hereby certifies and will further certify that the GRANTEE shall immediately notify the

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4684

1 CITY should their debarment status change anytime during the performance period.  
2 29. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no  
3 representations as to the tax consequences associated with the disbursement of CRF  
4 funds related to this agreement, and any determination related to this issue is the sole  
5 responsibility of the Grantee. Grantee acknowledges consulting with its own tax advisors  
6 or tax attorneys regarding this transaction or having had an opportunity to do so prior to  
7 signing this agreement. Grantee acknowledges the City cannot provide advice regarding  
8 the tax consequences or implications of the CRF funds disbursed to Grantee under the  
9 terms of this agreement.

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

12 HUMAN-I-T, a Colorado nonprofit  
13 corporation  
14 November 23, 2020 By [Signature]  
15 Name Allie Bussinger  
16 Title Director of Impact & Sustainability  
17 November 23, 2020 By [Signature]  
18 Name Eileen Harris  
19 Title Senior Relationships  
20 Manager

21 November 24, 2020 By [Signature]  
22 City Manager

23 "City"  
24 This Agreement is approved as to form on November 23, 2020.

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4684

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8 the tax consequences or implications of the CRF funds disbursed to Grantee under the  
9 terms of this agreement.

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

12 HUMAN-I-T, a Colorado nonprofit  
13 corporation  
14 November 23, 2020 By allie [signature]  
15 Name Allie Bussinger  
16 Title Director of Impact & Sustainability  
17 November 23, 2020 By [signature]  
18 Name Eileen Harris  
19 Title Senior Relationships  
20 Manager  
21 "Grantee"

22 CITY OF LONG BEACH, a municipal  
23 corporation  
24 \_\_\_\_\_, 2020 By \_\_\_\_\_  
City Manager  
"City"

This Agreement is approved as to form on \_\_\_\_\_, 2020.

CHARLES PARKIN, City Attorney  
By \_\_\_\_\_  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
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EXHIBIT "A"





## ATTACHMENT A

RFP ED20-080

### Administering Digital Inclusion Resources and Services Proposal Response Form

1. What is the personnel capacity in your organization to support these efforts?

human-I-T embodies social entrepreneurship to effectively shrink the digital divide in our hometown of Long Beach and across the US. Since our inception in 2012, we have equipped over 32,900 low-income households with free or low-cost computer hardware. In addition, we have assisted over 51,000 households in signing up for low-cost internet and facilitated digital literacy training to 1,542 individuals. Through our circular economy model - in which we take in unwanted technology, refurbish it, and redistribute it back into the community - we have kept 5.6 million pounds of e-waste off the grid. human-I-T is one of the largest digital inclusion practitioners in the nation today.

In response to the COVID-19 pandemic, we drastically scaled our program efforts to respond to the urgent need for connectivity. human-I-T successfully doubled our 2019 impact within the first five months of this year, distributing over 20,000 devices to households most in need by September 1, 2020.

We are confident that our organization has the capacity, expertise, and reputation to shrink the digital divide locally if entrusted with vital CARES Act funding. As an organization headquartered in the City of Long Beach, we have the relationships and insight needed to provide the unique support that Long Beach residents deserve. We are a team of 81 full-time employees, with a focus on building-for-scale. Our staff is a mix of experienced IT professionals and Programs staff with a deep passion for learning and teaching technology. Many of our employees are bilingual in Spanish to accommodate residents in their preferred language. Alongside community partners, we can grow this solution to addressing the digital divide with a focus on equity and long-term impact.

2. What communities/target audiences does your organization have the capacity to reach?

human-I-T partners with organizations and communities across all walks of life to connect them with digital resources. Current partners include the Long Beach Unified School District, Long Beach City College, Long Beach Public Library, Long Beach City Councilmembers, as well as community organizations such as Long Beach BLAST, the LGBTQ Center Long Beach, YMCA of Greater Long Beach, Long Beach Forward, Grey Panthers, and Gals Starting Over among others. These partnerships allow us to leverage relationships that organizations have with constituents and reach individuals in a culturally appropriate way. Partners also help identify communities most in need of our services.



Across these populations, one hundred percent of the people that we serve are low-income. We use household income and enrollment in specific government assistance programs (including the Supplemental Nutrition Assistance Program, Supplemental Security Income, and Medicare) as indicators of low-income status. Individuals that make 250% of the federal poverty level threshold qualify for technology donations. We serve a number of low-income populations throughout the region as identified in the RFP, including Black/ African- American residents, Cambodian residents, Filipino residents, Latinx residents, limited and non-English speaking communities, older adults, parents, small business owners, students/ youth, under-connected individuals and unemployed individuals.

3. What eligibility criteria, application process and agreement documentation would your organization recommend be established to administer free computing devices, hotspots and Internet service plans to the identified target audiences? How will you collaborate with the other digital inclusion partners to promote and implement this program? Only answer if you are proposing to provide this type of service.

human-I-T collaborates closely with our non-profit and community partners to help us identify sectors of the population that need our services most. We have created a [landing page](#) on our website where non-profit and community-based organizations request technology for their constituents. Through this system, organizations fill out a short form regarding the number of people in need of our services, the specific type of service they require, and the population they are serving. human-I-T will outreach to new and existing community partners, prompting them to have constituents fill out the request form.

Once this data is captured, we can customize our support to ensure we are meeting the unique needs within our community. This information allows us to work with organizations to equip the people they serve with the resources needed to bridge the digital divide. If allocated CARES Act funding, human-I-T would be empowered to donate computing and hotspots devices to Long Beach non-profits and individuals at no cost to them. This would ensure that, regardless of the financial struggles many individuals and organizations are facing in light of the COVID-19 pandemic, Long Beach residents have access to the tools they need to access school, work, finances, and social support systems remotely.

To allocate devices equitably, human-I-T will prioritize target populations as outlined in the CARES Act RFP. We intend to distribute devices and internet subscription equally across each identified population. All devices and hotspots are reserved for low-income populations. human-I-T will verify low-income status through income statements or collecting one of sixteen forms of proof (e.g. documents that acknowledge a household is part of CalFresh, SSI, or other assistance programs). We will partner with the City and call on existing research about communities in highest need, across council districts, to ensure we are equitably distributing these resources in the community.

4. What process and schedule will your organization establish to implement a device and hotspot lending program? How will you collaborate with the other digital inclusion



partners to promote and implement this program? Only answer if you are proposing to provide this type of service.

human-I-T is committed to providing hotspots directly to low-income households, so they have full-time access in the home. Due to vendor restrictions on the hotspot device, all hotspots must be provided to low-income individuals directly to ensure the service strength is appropriate for the address. We are able to activate these within a matter of days as funding becomes available and recipients are identified.

Households who do not receive a prepaid hotspot will still have support from human-I-T in signing up to a low-cost internet plan (starting at \$15/ month). Our Programs Team educates underserved households about affordable high-speed offers, helps to qualify based on different Internet Service Provider eligibility guidelines, and offers neutral guidance on speed and price. We then assist families in the application process to ensure they are not upsold through this process. Eligible families will receive a new Google Chromebook with sign up, as a part of match funding through the California Emerging Technology Fund. This assistance is provided entirely in-kind from human-I-T as a part of our CARES Act application.

In terms of computing devices, we can provide these to either individuals or nonprofits directly. human-I-T has a large inventory of computing devices which can be distributed within a matter of weeks as funding is received and recipients are identified. Nonprofit recipients can assess if a device lending program is best for their community members. human-I-T is available to offer guidance on how to organize this type of lending service in a way that best meets their community's needs.

5. What process and schedule will your organization establish to provide technical support to Long Beach residents who receive free computing devices and hotspots? Only answer if you are proposing to provide this type of service

human-I-T provides technical support with every device that we distribute, in the event recipients encounter a hardware or software issue. This assistance is unlimited for one year, and accessible 24/7 via text message, toll-free phone number, and webform. Recipients who reach out to our staff will receive a response within 1 business day. Support is available in English and Spanish, with the option to add support in additional languages. Every device recipient is provided contact information for our technical support team when they receive their device. Our technical team's contact information is also available on our website for easy access.

Software assistance/guidance includes (but is not limited to):

- o Operating System
- o Web Browser
- o Office Suite & Other Software
- o Virus Protection

In addition to comprehensive technical support, recipients receive hardware warranty for each device. This covers hardware failure repair/replacements for malfunctioning:



- Battery and power delivery issues
- Internet connection
- Keyboard
- Touchpad
- Display

6. What process and schedule will your organization establish to develop and implement virtual digital inclusion training classes? How many classes will your organization host? What will the topics be? Who will be the trainers? Only answer if you are proposing to provide this type of service.

human-I-T's digital literacy program, known as #include, is a self-paced, student-centered digital literacy class offered in English and Spanish. Because learners enter digital literacy training with different needs, goals, and motivations, the course allows each individual to choose which lessons to study, and how much time to devote to each topic. Learners develop competency in the topics of their choice, helping them to develop a positive perception of computer technology. This course takes the average learner approximately eight hours to complete and is overseen by human-I-T's Digital Literacy Coordinator and Senior Programs Manager.

#include is designed to innovate digital literacy education and empower adult learners to harness technology to achieve their full potential. The class is built for adult learners to master computer fundamentals and leverage the Internet for one's well-being - whether to communicate with family, bank online, or manage personal medical care. Topics include using email, safely searching the world wide web, basic computer software navigation, and mouse skills to name a few.

The aim of the #include program is to offer a digital literacy education platform that can be accessed anytime, anywhere there is internet access, and as many times as needed making it as inclusive as possible to people from all walks of life. human-I-T's Digital Literacy Coordinator is available to answer students' questions as they progress through the program.

Individuals have the option of completing the course from the comfort of their own home for safety purposes during statewide safer-at-home guidelines. #include learners earn a certificate of completion at the conclusion of the course and, for a select number of low-income folks that qualify, a refurbished personal computer of their own, courtesy of human-I-T.

human-I-T spent one year meticulously building out the curriculum for the digital literacy course. We leveraged the expertise of a programmer with 20 years of experience to create a course that is streamlined, simplified, and intuitive. We want to ensure this curriculum does not stop with our network; therefore, we built a satellite digital literacy program to expand the scope of the training to other nonprofits.

We work with nonprofit organizations and government entities to offer training to their



community members and meet students where they are. Students already have close ties with the community groups they are a part of; by having a trusted organization hosting the classes it increases a student's accountability and likelihood of completing the program. Through in-kind match funding, the Digital Literacy Coordinator works with partner nonprofits to train volunteers in guiding others through the programs so they can host classes if they would like to do so.

Ultimately, human-I-T wants every learner to discover ways that computers and the Internet can empower their families and enrich their lives in the comfort of their own community.

7. What specific communications tools and strategies will your organization implement to promote the digital inclusion resources and services? Only answer if you are proposing to provide this type of service.

human-I-T developed a large-scale outreach strategy to target hundreds of thousands of households in Long Beach. One full-time Outreach Coordinator oversees this campaign, working under the supervision of the Senior Programs Manager. The Outreach Coordinator is dedicated to creating marketing collateral for the program (flyers, digital ads, email blasts, etc); building partnerships with community-based organizations to cross-promote resources; disseminating program information via (now virtual) community events, tabling, and school presentations; and educating populations about how to get connected to affordable broadband.

human-I-T materials are available in both English and Spanish. To ensure materials are available in Khmer and Tagalog, human-I-T will call on local community-based organizations to translate and disseminate information. We also have the ability to utilize translation services as needed to assist with Khmer and Tagalog requests, allowing us to serve people across languages.

Following outreach, Subscription Specialists work with communities that face socioeconomic barriers to qualify them for a low cost internet connectivity plan by giving folks the resources to analyze and compare internet plans, and select a plan that best suits their needs. From there, the Subscription Specialists assist in applying and verifying low-income eligibility to ensure folks are not upsold in the process. Through the support of our Subscription Specialists, households are able to sign up to an internet plan with a provider of their choice in a simple, approachable process.

8. What specific qualifications, knowledge and skills does your organization bring that will make you a good fit to lead these efforts?

human-I-T is the leading nonprofit/ social enterprise in connecting underserved families to digital tools in the state of California. Our core focus is to shrink the digital divide; with eight years of experience, we have the systems and programs needed to operate a holistic digital inclusion response. As a committed and ongoing partner in the City of Long Beach Digital Inclusion working group, we have relationships with fellow partners-on-the ground and an understanding of the needs within each unique community.



This application extends far beyond human-I-T; it represents a network of local and regional nonprofits and for-profits already partnered together in shrinking the digital divide. Outside of Long Beach, we collaborate with partners like the National Digital Inclusion Alliance, Everyone On, and the California Emerging Technology Fund to execute programs that address all three components of digital inclusion. We call on best practices and research to strengthen programs on the ground in Long Beach.

Furthermore, we collaborate with businesses - from Fortune 500s to mom-and-pop shops - to take in their unwanted technology and redistribute it to the community. We provide businesses with pick-up of technology, enterprise grade data destruction, and a tax-deductible receipt for every donation. Devices are then repurposed and redistributed to underserved individuals and nonprofits. Technology donors include the County of Los Angeles and University of Southern California, along with Long Beach businesses such as the Downtown Long Beach Alliance, Epson America, and Laserfiche. These partnerships ensure that excess corporate technology is reused by someone-in-need, rather than recycled for commodities.

Lastly, we partner with Internet Service Providers to promote affordable plans to underserved communities. Carriers include Mobile Citizen (on the Sprint Network), Frontier, AT&T, Spectrum (Charter), Cox, and Comcast, allowing us to prioritize the folks we serve in offering them unbiased support in identifying an internet plan that is best for their needs.

Throughout our programs, we track metrics to monitor success. We keep records about the total number of computing devices, internet connections, digital literacy students, and technical support calls administered. In addition, human-I-T conducts post-distribution surveys to gauge recipients' education, career, and financial successes. We track a number of data points, including the number of recipients that use the device/ connection to:

- Create a new resume
- Apply for a job
- Land a new job
- Manage finances online
- Enroll in healthcare
- Take online courses/ complete homework
- Apply to college

Of note, surveys found that:

- Two-thirds of recipients used the internet to apply for a new job, and over 1 in 3 landed a job within three to six months of getting connected
- 40% of recipients used it to create a new resume
- 47% of recipients use the device to take courses online
- 93% of recipients considered a connected device as extremely helpful in getting access to opportunity



Taken all together, we have long standing roots in Long Beach, with a proven track record to source thousands of computing devices and hotspots at a time. Our years of experience equip us to be a full partner and thought leader in shrinking the digital divide in Long Beach.

#### Organizational Background & References

human-I-T is pleased to provide the Long Beach Unified School District and California Emerging Technology Fund as references to this application. We have partnered with both entities over the years to support communities throughout Long Beach and the state of California to provide computing devices, internet support, digital literacy training, and technical support.

Attached to this RFP are letters of support from the two entities. See below for contact info:

Dr. Kristi Khal

Assistant Superintendent: Curriculum, Instruction, and Professional Development at Long Beach Unified School District

kkahl@lbschools.net

Susan Walters

Senior Vice President at California Emergency Technology Fund

susan.walters@cetfund.org



## ATTACHMENT B

RFP ED20-080

### Cost Response Form

1. Provide a proposed project budget with estimated costs to administer the digital inclusion resources and services program. The budget should include estimated costs for all appropriate line items (e.g. administrative costs, equipment, materials, printing, mileage, etc).

See attachment to this application for full project budget listing line item costs.

2. Provide the estimated quantities of computing devices, hotspots and one-year Internet service plans to be provided for free or lent to the program participants.

human-I-T will provide 1,500 Long Beach residents and community groups with a Microsoft Surface Go, complete with one year of technical support and hardware warranty. The Surface Go comes with a keyboard, Windows OS, 4GB RAM, and 64GB storage. Because these devices run on Windows, they are more powerful than traditional entry level laptops like Chromebooks. Thanks to deep partnerships with vendors, human-I-T is able to source these at a more affordable rate than laptops. Should the City of Long Beach have a requirement or preference to provide Chromebooks as a part of the CARES Act funding response, human-I-T can accommodate those at a slightly higher price point as well.

The Surface Go's devices are refurbished, and very gently used. The devices were formerly owned by an organization who administered the LSAT, and used less than five times for a few hours. By leveraging these like-new devices, human-I-T is able to procure recovered materials in line with the RFP's preference to make maximum use of products containing recovered materials that are EPA-designated items.

In addition, we will distribute 700 hotspot devices to individual households, with twelve months of prepaid internet. These hotspots allow recipients to take truly unlimited internet service with them wherever they go, with no high-speed data caps or throttling, no contracts, and no late, cancellation, or service reinstatement fees. These devices are especially powerful for folks in transitional housing, who can have the connection follow them with access to the hotspot. With an average household size of three, distributing 700 hotspot devices has the potential to impact over 2,100 people who otherwise would be excluded from the digital landscape. As prepaid months expire, human-I-T provides low-cost internet sign-up assistance to help underserved community members navigate the often confusing nuances of various Internet Service Provider (ISP) plans. This allows users to make the most informed decision in signing up to the internet.

We chose to dedicate 1,500 computing devices to households - acknowledging that a portion of recipients will have internet in the home, but likely do not have a device for every household





member. We also plan to provide internet sign up assistance for any households not provided a paid hotspot.

Lastly, human-I-T intends to leverage CARES Act funding to provide 200 Long Beach residents and small business owners with digital literacy training, at \$175 per student. At an average pace of eight hours to complete the course, this comes to \$21 per hour of instruction which includes support from our Digital Literacy Coordinator.

3. Does your organization have matching grant funds or support to leverage the CARES Act funding? If yes, please also include this in the budget, and provide information below.

human-I-T has received over \$250,000 in grant funding from the California Emerging Technology Fund, allowing us to match \$60 in-kind funding for every internet subscription provided. In total, our budget demonstrates an internet adoption at \$240 per subscription. Our cost falls below the average cost to subscribe a household to broadband as reinforced by the independent Administrative Law Judge (ALJ) Bemserderfer at the CPUC in his Proposed Decision A.14-04-013, that stated \$275 is the minimal cost per household of an adoption.

We are also committed to contribute our staff's time in-kind. Over \$60,000 in funding will be matched through the digital literacy program, thanks to a grant from the California Public Utilities Commission. This funding empowers us to train nonprofit partners to host their own custom courses using our platform should they be interested in this support. human-I-T will provide backend support so volunteers have the know-how and infrastructure to host classes.

The budget includes a 2.2% administrative overhead fee. Overhead funding supports project implementation, including managing partner relationships, providing billing support, collecting and presenting reporting measurements, and logistics needed to source and disperse the devices.

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EXHIBIT "B"

## human-I-T Budget - City of Long Beach CARES ACT

Category	Quantity	Price	Total	Notes
<b>Devices</b>				
Microsoft Surface Go	1,500	\$230	\$345,000	Microsoft Surface Go - 10" - 4 GB RAM - 64 GB hard drive
Hotspots	700	\$100	\$70,000	Sprint Hotspot Devices
<b>Total (\$)</b>			<b>\$415,000</b>	
<b>Internet</b>				
1 Year of Internet	700	\$180	\$126,000	12 Months at \$15 per month
<b>Total (\$)</b>			<b>\$126,000</b>	
<b>Training</b>				
Digital Literacy Training	200	\$175	\$35,000	200 students supported at \$175 per student
<b>Total (\$)</b>			<b>\$35,000</b>	
<b>Administrative Support</b>				
Company Staff Allocation - Average 2.2%	2.2%	\$590,000	\$13,005	Programs Department - Staff Operations Department - Staff Programs Department - Manager Relationships & Development Department - Manager Accounting Department - Staff Strategic Partnerships Department - Blended Rate
Payroll Taxes - Federal	7.65%	\$13,005	\$995	Employer Social Security & Medicare Taxes
<b>Total (\$)</b>			<b>\$14,995</b>	
<b>Requested Grand Total</b>			<b>\$590,000</b>	
<b>Human-I-T In-Kind Support</b>				
Programs Department - Internet Subscription Assistance	800	\$250	\$200,000	Support 800 households not receiving hotspots in getting internet connectivity
Programs Department - Manager - Internet & Digital Literacy Oversight	50% of FTE	\$30,000	\$30,000	1 team member support to train partner site staff/volunteers
Programs Department - Staff - Digital Literacy Subscription Assistance	100% of FTE	\$30,000	\$30,000	1 team member support to train partner site staff/volunteers
<b>Total (\$)</b>			<b>\$260,000</b>	
<b>Budget / Project Grand Total</b>			<b>\$850,000</b>	