

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

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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of August 3, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 21, 2019, by and between THE NONPROFIT PARTNERSHIP, a California nonprofit organization ("Contractor"), with a place of business at 4900 East Conant Street, Building 02, Suite 225, Long Beach, California 90808, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with providing training and technical assistance support to 30 City of Long Beach nonprofits ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Qualifications HE18-099 ("RFQ") to acquire On-Call Public Health & Human Services Community Partners, incorporated herein by this reference, and through a limited Request for Proposal ("RFP") from the vendors identified through the Request for Qualifications process as qualified, referenced as readily available vendors with the appropriate skillset and subject matter expertise to provide public health programming and/or content-specific technical assistance, the City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this

1 reference, in accordance with the standards of the profession, and City shall pay for
2 these services in the manner described below, not to exceed Seventy-Six Thousand
3 One Hundred Twenty Dollars (\$76,120) annually, at the rates or charges shown in
4 Exhibit "B".

5 B. City shall pay Contractor in due course of payments following
6 receipt from Contractor and approval by City of invoices showing the services or
7 task performed, the time expended (if billing is hourly), and the name of the Project.
8 Contractor shall certify on the invoices that Contractor has performed the services
9 in full conformance with this Agreement and is entitled to receive payment. Each
10 invoice shall be accompanied by a progress report indicating the progress to date
11 of services performed and covered by the invoice, including a brief statement of any
12 Project problems and potential causes of delay in performance, and listing those
13 services that are projected for performance by Contractor during the next invoice
14 cycle. Where billing is done and payment is made on an hourly basis, the parties
15 acknowledge that this arrangement is either customary practice for Contractor's
16 profession, industry or business, or is necessary to satisfy audit and legal
17 requirements which may arise due to the fact that City is a municipality.

18 C. Contractor represents that Contractor has obtained all
19 necessary information on conditions and circumstances that may affect its
20 performance and has conducted site visits, if necessary.

21 D. By executing this Agreement, Contractor warrants that
22 Contractor (a) has thoroughly investigated and considered the scope of services to
23 be performed, (b) has carefully considered how the services should be performed,
24 and (c) fully understands the facilities, difficulties and restrictions attending
25 performance of the services under this Agreement. If the services involve work upon
26 any site, Contractor warrants that Contractor has or will investigate the site and is
27 or will be fully acquainted with the conditions there existing, prior to commencement
28 of services set forth in this Agreement. Should Contractor discover any latent or

1 unknown conditions that will materially affect the performance of the services set
2 forth in this Agreement, Contractor must immediately inform the City of that fact and
3 may not proceed except at Contractor's risk until written instructions are received
4 from the City.

5 E. Contractor must adopt reasonable methods during the life of
6 the Agreement to furnish continuous protection to the work, and the equipment,
7 materials, papers, documents, plans, studies and other components to prevent
8 losses or damages, and will be responsible for all damages, to persons or property,
9 until acceptance of the work by the City, except those losses or damages as may
10 be caused by the City's own negligence.

11 F. CAUTION: Contractor shall not begin work until this
12 Agreement has been signed by both parties and until Contractor's evidence of
13 insurance has been delivered to and approved by City.

14 2. TERM. The term of this Agreement shall commence at midnight on
15 July 1, 2021, and shall terminate at 11:59 p.m. on December 31, 2021, unless sooner
16 terminated as provided in this Agreement, or unless the services or the Project is
17 completed sooner. The City shall have the option to extend the term for two (2) additional
18 one-year periods, at the discretion of the City Manager. This Agreement shall not be
19 extended past May 21, 2024 without authorization of the City Council.

20 3. COORDINATION AND ORGANIZATION.

21 A. Contractor shall coordinate its performance with City's
22 representative, if any, named in Exhibit "C", attached to this Agreement and
23 incorporated by this reference. Contractor shall advise and inform City's
24 representative of the work in progress on the Project in sufficient detail so as to
25 assist City's representative in making presentations and in holding meetings on the
26 Project. City shall furnish to Contractor information or materials, if any, described in
27 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
28 perform any other tasks described in the Exhibit.

1 B. The parties acknowledge that a substantial inducement to City
2 for entering this Agreement was and is the reputation and skill of Contractor's key
3 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
4 reference. City shall have the right to approve any person proposed by Contractor
5 to replace that key employee.

6 4. INDEPENDENT CONTRACTOR. In performing its services,
7 Contractor is and shall act as an independent contractor and not an employee,
8 representative or agent of City. Contractor shall have control of Contractor's work and the
9 manner in which it is performed. Contractor shall be free to contract for similar services to
10 be performed for others during this Agreement; provided, however, that Contractor acts in
11 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
12 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
13 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
14 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
15 the usual and customary rights, benefits or privileges of City employees. Contractor
16 expressly warrants that neither Contractor nor any of Contractor's employees or agents
17 shall represent themselves to be employees or agents of City.

18 5. INSURANCE.

19 A. As a condition precedent to the effectiveness of this
20 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
21 duration of this Agreement, from insurance companies that are admitted to write
22 insurance in California and have ratings of or equivalent to A:V by A.M. Best
23 Company or from authorized non-admitted insurance companies subject to Section
24 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
25 by A.M. Best Company, the following insurance:

26 (a) Commercial general liability insurance (equivalent in scope to
27 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
28 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This

1 coverage shall include but not be limited to broad form contractual liability,
2 cross liability, independent contractors liability, and products and completed
3 operations liability. City, its boards and commissions, and their officials,
4 employees and agents shall be named as additional insureds by
5 endorsement (on City's endorsement form or on an endorsement equivalent
6 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
7 shall contain no special limitations on the scope of protection given to City,
8 its boards and commissions, and their officials, employees and agents. This
9 policy shall be endorsed to state that the insurer waives its right of
10 subrogation against City, its boards and commissions, and their officials,
11 employees and agents.

12 (b) Workers' Compensation insurance as required by the California
13 Labor Code and employer's liability insurance in an amount not less than
14 \$1,000,000. This policy shall be endorsed to state that the insurer waives
15 its right of subrogation against City, its boards and commissions, and their
16 officials, employees and agents.

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

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 \$500,000 combined single limit per accident.

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

27 C. Each insurance policy shall be endorsed to state that coverage
28 shall not be reduced, non-renewed or canceled except after thirty (30) days prior

1 written notice to City, shall be primary and not contributing to any other insurance
2 or self-insurance maintained by City, and shall be endorsed to state that coverage
3 maintained by City shall be excess to and shall not contribute to insurance or self-
4 insurance maintained by Contractor. Contractor shall notify City in writing within five
5 (5) days after any insurance has been voided by the insurer or cancelled by the
6 insured.

7 D. If this coverage is written on a "claims made" basis, it must
8 provide for an extended reporting period of not less than one hundred eighty (180)
9 days, commencing on the date this Agreement expires or is terminated, unless
10 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
11 continuing coverage for a period of not less than three (3) years, commencing on
12 the date this Agreement expires or is terminated.

13 E. Contractor shall require that all sub-contractors or contractors
14 that Contractor uses in the performance of these services maintain insurance in
15 compliance with this Section unless otherwise agreed in writing by City's Risk
16 Manager or designee.

17 F. Prior to the start of performance, Contractor shall deliver to City
18 certificates of insurance and the endorsements for approval as to sufficiency and
19 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
20 insurance, furnish to City certificates of insurance and endorsements evidencing
21 renewal of the insurance. City reserves the right to require complete certified copies
22 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
23 time. Contractor shall make available to City's Risk Manager or designee all books,
24 records and other information relating to this insurance, during normal business
25 hours.

26 G. Any modification or waiver of these insurance requirements
27 shall only be made with the approval of City's Risk Manager or designee. Not more
28 frequently than once a year, City's Risk Manager or designee may require that

1 Contractor, Contractor's sub-Contractors and contractors change the amount,
2 scope or types of coverages required in this Section if, in his or her sole opinion, the
3 amount, scope or types of coverages are not adequate.

4 H. The procuring or existence of insurance shall not be construed
5 or deemed as a limitation on liability relating to Contractor's performance or as full
6 performance of or compliance with the indemnification provisions of this Agreement.

7 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
8 contemplates the personal services of Contractor and Contractor's employees, and the
9 parties acknowledge that a substantial inducement to City for entering this Agreement was
10 and is the professional reputation and competence of Contractor and Contractor's
11 employees. Contractor shall not assign its rights or delegate its duties under this
12 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
13 of City, except that Contractor may with the prior approval of the City Manager of City,
14 ~~assign any moneys due or to become due Contractor under this Agreement.~~ Any
15 attempted assignment or delegation shall be void, and any assignee or delegate shall
16 acquire no right or interest by reason of an attempted assignment or delegation.
17 Furthermore, Contractor shall not subcontract any portion of its performance without the
18 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
19 or contractor without approval prior to the substitution. Nothing stated in this Section shall
20 prevent Contractor from employing as many employees as Contractor deems necessary
21 for performance of this Agreement.

22 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
23 certifies that, at the time Contractor executes this Agreement and for its duration,
24 Contractor does not and will not perform services for any other client which would create a
25 conflict, whether monetary or otherwise, as between the interests of City and the interests
26 of that other client. And, Contractor shall obtain similar certifications from Contractor's
27 employees, sub-Contractors and contractors.

28 8. MATERIALS. Contractor shall furnish all labor and supervision,

1 supplies, materials, tools, machinery, equipment, appliances, transportation and services
2 necessary to or used in the performance of Contractor's obligations under this Agreement,
3 except as stated in Exhibit "D".

4 9. OWNERSHIP OF DATA. All materials, information and data
5 prepared, developed or assembled by Contractor or furnished to Contractor in connection
6 with this Agreement, including but not limited to documents, estimates, calculations,
7 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
8 models, reports, summaries, drawings, designs, notes, plans, information, material and
9 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
10 and City shall have the unrestricted right to use and disclose the Data in any manner and
11 for any purpose without payment of further compensation to Contractor. Copies of Data
12 may be retained by Contractor but Contractor warrants that Data shall not be made
13 available to any person or entity for use without the prior approval of City. This warranty
14 shall survive termination of this Agreement for five (5) years.

15 10. TERMINATION. Either party shall have the right to terminate this
16 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
17 prior notice to the other party. In the event of termination under this Section, City shall pay
18 Contractor for services satisfactorily performed and costs incurred up to the effective date
19 of termination for which Contractor has not been previously paid. The procedures for
20 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
21 termination, Contractor shall deliver to City all Data developed or accumulated in the
22 performance of this Agreement, whether in draft or final form, or in process. And,
23 Contractor acknowledges and agrees that City's obligation to make final payment is
24 conditioned on Contractor's delivery of the Data to City.

25 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
26 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
27 performing its services, during the term of this Agreement and for five (5) years following
28 expiration or termination of this Agreement. In addition, Contractor shall keep confidential

1 all information, whether written, oral or visual, obtained by any means whatsoever in the
2 course of performing its services for the same period of time. Contractor shall not disclose
3 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
4 of others except for the purpose of this Agreement.

5 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
6 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
7 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
8 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
9 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
10 to subpoena or court order.

11 13. ADDITIONAL SERVICES. The City has the right at any time during
12 the performance of the services, without invalidating this Agreement, to order extra work
13 beyond that specified in the RFQ or make changes by altering, adding to or deducting from
14 the work. No extra work may be undertaken unless a written order is first given by the City,
15 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
16 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
17 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
18 City Representative. Any greater increases, taken either separately or cumulatively, must
19 be approved by the City Council. It is expressly understood by Contractor that the
20 provisions of this paragraph do not apply to services specifically set forth in the RFQ or
21 reasonably contemplated in the RFQ. Contractor acknowledges that it accepts the risk
22 that the services to be provided pursuant to the RFQ may be more costly or time consuming
23 than Contractor anticipates and that Contractor will not be entitled to additional
24 compensation for the services set forth in the RFQ.

25 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
26 from any amount payable to Contractor (whether or not arising out of this Agreement) any
27 amounts the payment of which may be in dispute or that are necessary to compensate the
28 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for

1 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
2 performing or failing to perform Contractor's obligations under this Agreement. In the event
3 that any claim is made by a third party, the amount or validity of which is disputed by
4 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
5 City may withhold from any payment due, without liability for interest because of the
6 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
7 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
8 indemnify and protect the City as elsewhere provided in this Agreement.

9 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties which
11 expressly refers to this Agreement.

12 16. LAW. This Agreement shall be construed in accordance with the laws
13 of the State of California, and the venue for any legal actions brought by any party with
14 respect to this Agreement shall be the County of Los Angeles, State of California for state
15 actions and the Central District of California for any federal actions. Contractor shall cause
16 all work performed in connection with construction of the Project to be performed in
17 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
18 county or municipal governments or agencies (including, without limitation, all applicable
19 federal and state labor standards, including the prevailing wage provisions of sections 1770
20 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
21 marshal, health officer, building inspector, or other officer of every governmental agency
22 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
23 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
24 conflict with any applicable laws, but the remainder of the Agreement will remain in full
25 force and effect.

26 17. PREVAILING WAGES.

27 A. Consultant agrees that all public work (as defined in California
28 Labor Code section 1720) performed pursuant to this Agreement (the "Public

1 Work”), if any, shall comply with the requirements of California Labor Code sections
2 1770 *et seq.* City makes no representation or statement that the Project, or any
3 portion thereof, is or is not a “public work” as defined in California Labor Code
4 section 1720.

5 B. In all bid specifications, contracts and subcontracts for any
6 such Public Work, Consultant shall obtain the general prevailing rate of per diem
7 wages and the general prevailing rate for holiday and overtime work in this locality
8 for each craft, classification or type of worker needed to perform the Public Work,
9 and shall include such rates in the bid specifications, contract or subcontract. Such
10 bid specifications, contract or subcontract must contain the following provision: “It
11 shall be mandatory for the contractor to pay not less than the said prevailing rate of
12 wages to all workers employed by the contractor in the execution of this contract.
13 The contractor expressly agrees to comply with the penalty provisions of California
14 Labor Code section 1775 and the payroll record keeping requirements of California
15 Labor Code section 1771.”

16 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
17 constitutes the entire understanding between the parties and supersedes all other
18 agreements, oral or written, with respect to the subject matter in this Agreement.

19 19. INDEMNITY.

20 A. Consultant shall indemnify, protect and hold harmless City, its
21 Boards, Commissions, and their officials, employees and agents (“Indemnified
22 Parties”), from and against any and all liability, claims, demands, damage, loss,
23 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
24 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,
25 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
26 in part, out of or in connection with (1) Consultant’s breach or failure to comply with
27 any of its obligations contained in this Agreement, including all applicable federal
28 and state labor requirements including, without limitation, the requirements of

1 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
2 omissions or misrepresentations committed by Consultant, its officers, employees,
3 agents, subcontractors, or anyone under Consultant's control, in the performance
4 of work or services under this Agreement (collectively "Claims" or individually
5 "Claim").

6 B. In addition to Consultant's duty to indemnify, Consultant shall
7 have a separate and wholly independent duty to defend Indemnified Parties at
8 Consultant's expense by legal counsel approved by City, from and against all
9 Claims, and shall continue this defense until the Claims are resolved, whether by
10 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
11 breach, or the like on the part of Consultant shall be required for the duty to defend
12 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
13 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
14 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 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
18 court 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 20. FORCE MAJEURE. If any party fails to perform its obligations
23 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
24 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
25 governmental regulations, governmental controls, judicial orders, enemy or hostile
26 governmental action, civil commotion, fire or other casualty, or other causes beyond the
27 reasonable control of the party obligated to perform, then that party's performance will be
28 excused for a period equal to the period of such cause for failure to perform.

1 21. AMBIGUITY. In the event of any conflict or ambiguity between this
2 Agreement and any Exhibit, the provisions of this Agreement shall govern.

3 22. NONDISCRIMINATION.

4 A. In connection with performance of this Agreement and subject
5 to applicable rules and regulations, Contractor shall not discriminate against any
6 employee or applicant for employment because of race, religion, national origin,
7 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
8 disability. Contractor shall ensure that applicants are employed, and that employees
9 are treated during their employment, without regard to these bases. These actions
10 shall include, but not be limited to, the following: employment, upgrading, demotion
11 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
12 or other forms of compensation; and selection for training, including apprenticeship.

13 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
14 accordance with the provisions of the Ordinance, this Agreement is subject to the
15 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
16 Long Beach Municipal Code, as amended from time to time.

17 A. During the performance of this Agreement, the Consultant
18 certifies and represents that the Consultant will comply with the EBO. The
19 Consultant agrees to post the following statement in conspicuous places at its place
20 of business available to employees and applicants for employment:

21 "During the performance of a contract with the City of Long Beach, the
22 Consultant will provide equal benefits to employees with spouses and its
23 employees with domestic partners. Additional information about the City of
24 Long Beach's Equal Benefits Ordinance may be obtained from the City of
25 Long Beach Business Services Division at 562-570-6200."

26 B. The failure of the Consultant to comply with the EBO will be
27 deemed to be a material breach of the Agreement by the City.

28 C. If the Consultant fails to comply with the EBO, the City may

1 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
2 to become due under the Agreement may be retained by the City. The City may
3 also pursue any and all other remedies at law or in equity for any breach.

4 D. Failure to comply with the EBO may be used as evidence
5 against the Consultant in actions taken pursuant to the provisions of Long Beach
6 Municipal Code 2.93 et seq., Contractor Responsibility.

7 E. If the City determines that the Consultant has set up or used its
8 contracting entity for the purpose of evading the intent of the EBO, the City may
9 terminate the Agreement on behalf of the City. Violation of this provision may be
10 used as evidence against the Consultant in actions taken pursuant to the provisions
11 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

12 24. NOTICES. Any notice or approval required by this Agreement shall
13 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
14 postage prepaid, addressed to Contractor at the address first stated above, and to City at
15 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
16 to the City Clerk at the same address. Notice of change of address shall be given in the
17 same manner as stated for other notices. Notice shall be deemed given on the date
18 deposited in the mail or on the date personal delivery is made, whichever occurs first.

19 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
20 that Contractor has not employed or retained any entity or person to solicit or obtain this
21 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
22 commission or other monies based on or from the award of this Agreement. If Contractor
23 breaches this warranty, City shall have the right to terminate this Agreement immediately
24 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
25 due under this Agreement or otherwise recover the full amount of the fee, commission or
26 other monies.

27 26. WAIVER. The acceptance of any services or the payment of any
28 money by City shall not operate as a waiver of any provision of this Agreement or of any

1 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
2 Agreement shall not constitute a waiver of any other or subsequent breach of this
3 Agreement.

4 27. CONTINUATION. Termination or expiration of this Agreement shall
5 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
6 18, 21 and 28 prior to termination or expiration of this Agreement.

7 28. TAX REPORTING. As required by federal and state law, City is
8 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
9 Contractor shall be solely responsible for payment of all federal and state taxes resulting
10 from payments under this Agreement. Contractor shall submit Contractor's Employer
11 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
12 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
13 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
14 Contractor provides one of these numbers.

15 29. ADVERTISING. Contractor shall not use the name of City, its officials
16 or employees in any advertising or solicitation for business or as a reference, without the
17 prior approval of the City Manager or designee.

18 30. AUDIT. City shall have the right at all reasonable times during the
19 term of this Agreement and for a period of five (5) years after termination or expiration of
20 this Agreement to examine, audit, inspect, review, extract information from and copy all
21 books, records, accounts and other documents of Contractor relating to this Agreement.

22 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
23 designed to or entered for the purpose of creating any benefit or right for any person or
24 entity of any kind that is not a party to this Agreement.

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

THE NONPROFIT PARTNERSHIP, a California nonprofit organization

August 10, 2021

By [Signature]
Name Derek Watchford
Title President

August 10, 2021

By [Signature]
Name Jose Olgui
Title Secretary/Treasurer

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 13, 2021

By [Signature]
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
City Manager
"City"

This Agreement is approved as to form on August 12, 2021.

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 90802-4511

EXHIBIT “A”

Scope of Work

Scope of Work & Staff Qualifications for RFQ HE18-099 PART II- Capacity Building Trainings

SCOPE OF WORK (includes description of goals, expected outcomes, objectives, process outputs, and activities to measure impact)

The scope of work below was developed as a result of input provided by the staff of the City of Long Beach Department of Health and Human Services (DHHS). Based on feedback from the City's grantee organizations thus far, DHHS staff indicated that the top needs among these grantees include fund development/grant writing, social media management and board development. By and large, these organizations are small to mid-size agencies with a range of operating budgets. This proposal will serve up to 30 organizations through training and technical assistance support. Approximately 10 of these organizations are grantees of the Office of Youth Development through the City's Department of Health and Human Services. The term of this project will run from July to September 30, 2021.

While this proposal specifically focuses on board development, grant writing and social media training, The Nonprofit Partnership (TNP) can provide capacity building in other areas should the need arise to explore other topics such as Equity Diversity Inclusion, strategic planning, leadership coaching, team building, HR consulting support and financial acumen among others.

Informing this work is an approach to focus on organizations from communities that have been traditionally underserved and are working to overcome structural barriers and inequities. This initiative is funded through the City's Racial Reconciliation funds and thus will serve organizations that demonstrate expertise in serving Black, Indigenous People of Color communities. Nonprofits to be engaged in capacity building efforts may include reentry, youth services, gang prevention/intervention, community and family violence prevention. The training and technical assistance activities in this scope of work will all be accessible in three languages: English, Spanish and Khmer.

A survey and report will be administered by an independent evaluator to measure each participant's experience in training and TA support. The evaluator's scope of work includes data synthesis and development of a summary report that will be provided to DHHS.

Description of Activities: This project will provide training and technical assistance support to 30 City of Long Beach nonprofits. The training components will entail provision of three courses: (1) a multi-session course to develop grant writing skills, (2) a course targeting boards of directors to establish and strengthen an understanding of best practices in nonprofit governance and 3) a course on content creation for social media. In addition to these three courses, TNP will also offer a bank of technical support (or TA) hours for organizations that need guidance as they undergo the PlanetBids submissions. Moreover, we will work with a videographer to produce an instructional video that will walk nonprofits through the City's procurement process. This video will be offered in three languages (English-Spanish-Khmer voice over and transcription).

The paragraphs below offer more detail into each of these areas of work:

Organizational Needs Assessment: The staff of DHHS' Community Impact Division have developed a survey that they are administering to their grantee organizations. TNP has provided additional questions for consideration by the Community Impact team as they continue to administer this survey. For organizations outside of the cohort group of grantees, TNP will develop a questionnaire that will capture information about each applicant's immediate needs, their preference for training, and information about their organizational size (operating budget). Working in collaboration with consultants, TNP will ensure

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that the courses are designed to meet the needs of program participants. The intake process, which includes reviewing questionnaire information and following-up with a quick interview, will help us determine this. We will serve up to 30 organizations.

Output/deliverable: A needs assessment questionnaire template; a summary of questionnaire findings.

Grant Writing Certificate Course: The online course is designed to expand the knowledge of grant writing and to put these new skills to practice. The objective is to help nonprofit professionals understand all of the components of a grant proposal and, in particular for small organizations, to assess their readiness for proposal submission. The course will also focus on elements that are typically part of the City of Long Beach's proposals. This will be particularly helpful to those nonprofits that will submit proposals through PlanetBids in the near future. Each class component will present grant readiness, application components and grant budgets from the perspective of a seeker of both foundation and City of Long Beach grants. The class material will cover the City's Procurement Requirements such as insurance certificates and endorsements. The general session topics are outlined below (session topics are subject to change based on feedback/needs of program participants):

- Grant Readiness/Prospect Identification
- Grant Application Components (Parts I & II)
- Grant budgets
- Grant Seeking Tips

Participants will get access to Foundation Directory Online (FDO) for two weeks prior to the start of the class through the end of the course. FDO is the most comprehensive search engine for grant prospect research. Class materials will be translated to Spanish and Khmer. Simultaneous interpretation will also be offered in both languages. To ensure that up to 30 organizations are served through this course, TNP will offer the course twice, limiting enrollment to 2 or 3 participants per agency each time the course is offered.

Goal: To expand the knowledge and practice of writing grant proposals to private foundations and to the City of Long Beach for 30 nonprofits.

Outcomes of the course: This workshop will help up to 30 participants at each session to (1) learn about the different types of grant funding; (2) learn about the components of a grant application, (3) learn the basics of grant research; and (4) get practical tips and handouts to deepen understanding of the grant seeking and submission process.

Output/deliverables: Course materials; course evaluations; Zoom video recording.

The ABCs of Board Governance: This course is designed to develop and strengthen board leadership. Through applied learning, theory and best practices, participants will develop their strengths and help shape a stronger nonprofit sector. Open to all levels of board leadership and executive directors, each organization may participate in teams with a minimum of 1 executive director or executive manager and 1 board member, with up to 3 board members included in the reservation. Total instruction time for this course will be 4 hours, divided into two, 2-hour sessions. To ensure that up to 30 organizations are served through this course, TNP will offer the course twice. As this course will be offered in-person, we will limit enrollment to an acceptable number of participants based on Dept. of Health standards in the City of Long

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Beach. If stricter orders are enforced, severely limiting the number of people we can convene, we may need to offer the course online. If this happens, budget adjustments will be made. Elements of this class will include:

- Class can be taught in-person, at a facility to be offered by the City of Long Beach. This course will follow safety protocols, observing sanitary procedures and physical spacing requirements which may impact the maximum number of enrollees. Light refreshments will be offered.
- Course handouts will be available to all participants.
- Each session will encourage a robust group Q&A session with the instructor.
- Materials will be translated as needed; interpretation available as needed.

Goal: To develop deeper understanding of the practices of effective nonprofit boards.

Outcomes of the course: The objectives of this course include: (1) understand and integrate board roles and responsibilities; (2) understand the stages of board development; (3) have knowledge on what effective board leadership skills look like; (4) how strong governance leads to a stronger nonprofit sector.

Output/deliverables: Course materials; course evaluations; Zoom video recording, if held online.

TRAINING: Social Media for Nonprofits. This online course is designed to engage questions from participants about best practices in social media management for their nonprofit, as well as include a description of innovative tools to design and manage postings. The course will focus on the amount of “content” that an organization can develop and the tools to use. The instructor will walk participants through simple apps, tools and techniques to create a library of content for organizations to use on various platforms. This 2-hour online course will be offered twice to accommodate several participants from each agency, ensuring service for up to thirty nonprofits.

Goal: Participants will understand the connection between “standing out” on social media and audience engagement with the application of techniques and tools.

Outcomes of the course: This course will help 30 nonprofits to (1) identify concise but effective strategies to get clear messages across; (2) gain familiarity with the myriad of tools (free or low-cost) that help nonprofit organizations; and (3) understand the importance of video content to provide a compelling narrative of organizations.

Output/deliverables: Course materials; course evaluations; Zoom video recording.

Technical Assistance (TA) for PLANETBIDS: In preparation of future funding opportunities from the City of Long Beach, a bank of TA hours will allow applicants to access help with the vendor process as required by the City, PLANET BIDS application preparation and submission, and general questions about the process. Each applicant will have a limit of up to 3 hours of TA support through this program. In addition to providing direct TA assistance, templates (offering examples of organizational budgets, program budgets and goal/objectives) will be provided to those who need help in developing these to satisfy application requirements. Separate from the intake process for training, we will establish an easy to access and intake form that will quickly capture the specific application submission needs from each applicant. TNP will quickly assess and connect the requesting organization to a TA consultant who will connect with the applicant quickly via email and/or telephone.

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To achieve this, TNP will assemble a group of consultants who are experienced in grant writing, application submission and budget development, to provide experienced guidance through the Planetbids process. These consultants will also provide templates for budgets (organizational, program) and mission/goals/objectives where needed. We also plan on featuring general examples of Insurance Certificates that may be requested by the City. The consultants will be available to help guide through questions and narrative portions of the application. Long Beach nonprofits will not need to register in any of the aforementioned training courses to participate in PlanetBids TA support.

Goal: To provide quick access to TA consultants to troubleshoot questions or doubts with the Planetbids grant submission process.

Outcomes: (1) All requests will be addressed through direct application assistance or through access to templates or instructional videos. (2) Participants will have confidence in submitting an application through PlanetBids.

Output/deliverables: Intake roster that will capture the type and volume of requests.

FAQ Session: Procurement Process City of Long Beach: A 1-hour, virtual meeting focused on reviewing the FAQ as these relate to risk management requirements, primarily focusing on outlining insurance requirements. To help boost a nonprofit applicant's chances of understanding well these requirements (the various types of insurance certificates, endorsements), this session will cover the different types of requirements that are asked of contractors. The session, to be provided on a Zoom platform, will also be recorded. Materials (PPT presentation) will be translated to two languages (Spanish/Khmer) and the meeting will feature live interpretation (Spanish/Khmer).

Goal: To provide a clearly outlined presentation that identifies the City's requirements.

Outcomes: (1) participants will understand what to expect of the procurement process and what type of certifications and endorsements they will need to produce.

Output/deliverables: Video recording /summary of participant feedback.

VIDEO: The City of Long Beach Procurement Process for Nonprofits: A professionally produced video with running time of up to 20 minutes will be produced to walk viewers through the City's procurement process. The video will clearly illustrate the steps of how to prepare, how to navigate, and how to submit proposals through PlanetBids. Videos will include HD video, titles and royalty free music. This video will be produced with motion graphics, professional voice-overs, and transcriptions. Multilingual captioning, translation and voice over for English, Spanish and Khmer. The videographer will also work with a nonprofit fund development specialist to storyboard and co-design script to ensure the end-product takes into account the specific needs of under-resourced nonprofits, to include a focus on procurements requirements that these organizations will need to be aware of.

Goal: To produce a video that effectively describes the various steps of the City's procurement process as it impacts nonprofits.

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Outcomes: (1) Three videos, one in English/Spanish/Khmer voiceover, will align to the City's language-access intent, (2) Positive feedback about the clarity of the message and its practical application to nonprofit applicants.

Output/deliverables: Translated/transcribed video files.

Timeline

PHASE	Description	Months	Activity Lead
Phase 1- Initiation	Design program with City of LB staff input	July 2021	TNP with City of Long Beach input
	Design and launch intake form for training requests; initiate needs assessment	July 2021	TNP
	Initiate course enrollment process	July to August 2021	TNP
	Contract with videographer to initiate pre-production of instructional video	July 2021	TNP
Phase 2- Training and TA Support	ABC's of Board Development	August 2021	TNP
	Grant Writing Course	August 2021 to September 2021 (4-6 sessions)	TNP
	Social Media Course	August 2021 to September 30, 2021	TNP
	Video: enters production phase	August-September 2021	TNP
	PlanetBids TA Support	September 2021	TNP
Phase 3- Closure	Video: Post-production and delivery	September 2021	TNP
	FAQ Session	September 2021	TNP/City of Long Beach
	Project Evaluation	September 2021	Evaluator

STAFF QUALIFICATIONS

The Nonprofit Partnership (TNP) has worked with numerous nonprofits throughout its 28-year history, primarily serving the Greater Long Beach region. We provide affordable access to high-quality services that are updated and relevant covering programming and resources that focus on building the capacity of our local community organizations by promoting collaborative opportunities, enhanced resource development, networking opportunities, custom support services and year-round educational seminars and workshops.

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Understanding that the focus of this project aims to serve communities that have been disproportionately impacted by systems that have perpetuated structural barriers and inequities, the capacity building activities described in the section above will serve organizations that are predominantly serving Black, Indigenous, Latina/o/x and People of Color communities. As such our training and technical assistance will provide interpretation and translation where needed. TNP makes every effort to tap into the expertise of a diverse array of nonprofit consultants.

Leading various efforts of this initiative will be this core group of TNP staff members:

Carolina Quezada, Senior Program Manager: In the late 1990's, Carolina began a career in the nonprofit sector, working for a community-based organization with a strong emphasis on educational and neighborhood services. For the next ten years, her work focused on grant writing, program management, and administration in the nonprofit sector. In 2009, she moved to the Midwest to complete a two-year fellowship in philanthropy. Joining the grant making team at the Iowa West Foundation allowed Carolina to look at organizational challenges and effectiveness from a different perspective. While living in the Omaha/Council Bluffs metropolitan area, she became the Executive Director of the Latino Center of the Midlands and remained there for five-and-a-half years. Carolina joined the team at TNP in 2017 and serves as the project manager for all consulting and customized projects and has, in her capacity at TNP, co-designed and managed cohort programs and both managed and contributed to the diagnosis, contract management, and evaluation of dozens of nonprofit consulting projects.

Christina Kreachbaum, Program Manager: Christina has been working in the nonprofit sector for over 20 years. Primarily working in the social service field, she served in several areas including: volunteer management, community engagement and outreach, fundraising, resource development, grant writing and evaluation, supervision, and self-care. Logging over 5,000 hours providing trainings and presentations, she now works to shape our education programming. She brings a passion for helping nonprofit organizations build connections with other agencies to collaborate on projects and address the community's needs with a unified focus. Holding a Bachelor's of Arts in Education from California State University, Long Beach, she is also a proud graduate of TNP's Emerging Leaders Program. In her capacity as Program Manager, Christina oversees TNP training and convening activities, working closely with affiliate consultants to ensure the best learning and engagement outcomes for nonprofit professionals.

Ariana Kennedy, Operations Manager: Ariana comes to The Nonprofit Partnership after dedicating over a decade to working for several cities in public administration, contract management, social media campaigns and marketing, community relations, and budgeting. She held 11 certifications from FEMA in Emergency Management and holds a Bachelor's of Arts in Politics from Occidental College as well as a Master's in Public Administration from California State University, Long Beach. Her commitment to the nonprofit sector was instilled early on as she hails from a family steeped in service-driven efforts. In her capacity as Operations Manager, Ariana directly supports all accounting processes, ensuring that accounts receivable and payable are running efficiently.

Madison Hokans-Csurilla, Program Coordinator: With a Bachelor's of Science in Psychology and Child Studies from Santa Clara University, and as a first-generation college student, Madison has built her career around the belief that everyone deserves the opportunity to reach their full

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potential. As a research fellow, she conducted a social impact study for a social enterprise that focused on women's economic empowerment in Africa. She then entered the realm of nonprofits with the Jesuit Volunteer Corps where she served as a volunteer coordinator at a nonprofit that empowers asylum seekers in Washington, D.C. Madison comes to TNP with a passion to help organizations succeed in making their best impact. In her capacity as Program Coordinator, Madison ensures that all consulting and coaching rosters are updated regularly, communication with coaching and consulting clients are frequent and clear, and she provides logistics and meeting support for in-person and on-line meetings and sessions.

EXHIBIT “B”

Rates/Charges

Budget for RFQ HE18-099 PART II- Capacity Building Trainings

BUDGET

Expense Line Items	Cost per Line Item	Notes
Needs Assessment	\$1,650	TNP staff to assess the training and TA needs of participating organizations.
TRAINING: Grant Writing Course	\$ 13,350	An online, 5-session course offered twice, to accommodate multiple participants from up to 30 organizations. Costs include interpretation and simultaneous translation for up to two languages.
TRAINING: ABC'S of Board Development	\$6,325	One in-person course held over two days, for up to 30 organizations. Course offered twice. Costs include interpretation and simultaneous translation for up to two languages, on-site logistics and refreshments.
TRAINING: Social Media for Nonprofits	\$5,100	An online course offered twice, to accommodate multiple participants from up to 30 organizations. Costs include interpretation and simultaneous translation for up to two languages.
Planet Bids Technical Assistance	\$10,700	A maximum of 3 hours ea. of TA for nonprofit applicants submitting through PlanetBids. Estimated support for 30 nonprofits.
FAQ Session: City of Long Beach Procurement Process	\$1,475	1-hour, virtual meeting focused on reviewing FAQ on the City's Procurement process as it impacts nonprofits. 1-hour, transcribed video.
VIDEO: The City of Long Beach Procurement Process for Nonprofits	\$20,000	Instructional video (up to 20 minutes) on City's procurement process. Multilingual voiceover, translation, captioning in Spanish and Khmer.
Project Coordination	\$8,500	Coordinates class and TA enrollment throughout, provides quick Q&A to applicants about the courses and 'match making' to TA consultants.
Evaluation	\$2,500	To evaluate effectiveness of training and TA services
<i>Subtotal</i>	<i>\$ 69,200</i>	

Budget for RFQ HE18-099 PART II- Capacity Building Trainings

Administrative Expenses	\$6,920	Administrative overhead for bookkeeping, insurance (10%)
<i>Subtotal</i>	\$6,920	
TOTAL:	\$76,120	

NARRATIVE

Needs Assessment and Co-design. TNP will design an intake form that will measure the training needs of each organization that applies to this capacity building program. To serve up to 30 organizations, we are planning for approximately 50 hours in total. This will be devoted to making assessments and light counseling on additional resources the organization may want to consider. Approximately 5 hours will be set aside for some co-design with affiliate consultants to ensure that classes are designed to meet the intent of this capacity building program.

Fees: \$1,650

TRAINING: Grant Writing Course will be provided over Zoom. The fees include program coordination to ensure all participants have a positive and engaging experience. The fees included here also take into account that the course will be made available two times, to ensure that there is capacity to serve 30 organizations. As we are intending to provide this course over Zoom, we included program coordination fees to ensure that all participants have a positive and engaging classroom experience. Translation and interpretation services, planned for the Spanish and Khmer speakers in the group, accounts for 52% of the subtotal.

Fees: \$13,350

TRAINING: The ABCs of Board Governance. The course is planned to be delivered in-person at a location designated by DHHS staff. We anticipate, however, that if limitations for in-person meetings are once again imposed by the City, we will shift to an online format. Similar to the Grant Training class, Board Governance will be offered twice to accommodate as many as 30 individuals at a time, given the indoor convening restrictions. Designed to offer 4 hours of instruction and facilitated time over the course of 2 days, each session will build in networking time to allow board members and leaders from various organizations to get to know more about each other. Training fees makes up 40% of the fee; meeting support and in-person logistics make up 16%; translation and interpretation (Spanish & Khmer) account for 44%.

Fees: \$6,325

TRAINING: Social Media for Nonprofits. The course is designed to engage the questions from participants about best practices in social media management for their nonprofit, as well as include a description of innovative tools to design and manage postings. The same course will be offered twice to accommodate several participants from each agency, ensuring service to up to thirty nonprofits. Training fees make up 46% of the cost; Zoom meeting support and logistics 4%; translation and interpretation (Spanish & Khmer) account for 50%.

Fees: \$5,100

Budget for RFQ HE18-099 PART II- Capacity Building Trainings

Technical Assistance for PLANETBIDS: Preparing for the application support requests from Long Beach Nonprofits, a bank of TA hours will allow applicants to access help with the vendor process as required by the City, PLANET BIDS application preparation and submission, and general questions about the process. Applicants will have a limit of up to 3 hours of TA support through this program. In addition to providing direct TA assistance, templates (offering examples of organizational budgets, program budgets and goal/objectives) will be provided to those who need more support in developing these to satisfy application requirements. The hours of direct TA support to applicants constitute 67% of the fee; template development is 9%; translation of these templates to Spanish and Khmer is 23% of the fee.
Fees: \$10,700

FAQ Session: Procurement Process City of Long Beach: A 1-hour, virtual meeting focused on reviewing the FAQ as these relate to risk management requirements, primarily focusing on outlining insurance requirements. The session will be provided on a Zoom platform and will invite registration from those wishing to learn more about the City's requirements. Materials (PPT presentation) will be translated to two languages (Spanish/Khmer) and the meeting will feature live interpretation (Spanish/Khmer). Video will be recorded and transcribed in two languages. Interpretation, translation and transcription factors as 91% of the fees.
Fees: \$1,475

VIDEO: The City of Long Beach Procurement Process for Nonprofits: A professionally produced video with running time of up to 20 minutes and the option of 2-3 short and consecutive, instructional videos. The videos will clearly walk applicants through how to prepare, how to navigate, and how to submit proposals through Planet Bids. Videos will include HD video, titles and royalty free music. This video will be produced with motion graphics, professional voice-overs, and transcriptions. Multilingual captioning, translation and voice over for English, Spanish and Khmer. Approximately 7% of the costs involve hiring a fund development specialist to storyboard and co-design script with the video producer ensuring the end product takes into account the specific needs of under-resourced nonprofits. *These costs can be negotiated depending on the desired quality and length of the video. An alternative to consider is a Zoom-based video recording walking participants through the process.*
Fees: \$20,000

PROJECT COORDINATION: Project coordination will primarily involve program coordination with the City of Long Beach, in particular events involving planning for in-person events. The cost and development of online forms for assessment and class registration, as well as TA support registration and follow-up. Development of marketing materials and graphics to help promote these classes and services will also be included in this body of work. Coordination with the DHHS personnel for overall implementation activities.
Fees: \$8,500

EVALUATION of training and technical assistance: An independent evaluator will be hired to administer a survey that will measure each participant's experience in training and Technical Assistance support. The evaluator's scope of work includes data synthesis and development of a summary report that will be provided to the DHHS.

Budget for RFQ HE18-099 PART II- Capacity Building Trainings

Fees: \$2,500

ADMINISTRATIVE EXPENSES: Calculated at 10% of expense item totals, administrative expenses will primarily cover bookkeeping expenses (coordinating accounts receivable/payable, check distribution), a portion of auditing fees, general liability insurance expenses and software licensing among other costs.
Fees: \$6,812

EXHIBIT “C”

City’s Representative(s):

Andrea Lee, Fund Development Specialist

Office: 562.570.4124

Andrea.Lee@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

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