

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

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AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of September 2, 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 July 13, 2021, by and between CITY FABRICK, a California corporation ("Consultant"), with a place of business at 425 East 4th Street, Suite E, Long Beach, California 90802, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Anaheim Corridor Zoning Implementation Plan development ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant 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. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an amount not to exceed One Hundred Ninety-Nine Thousand Nine Hundred Ninety Dollars (\$199,990), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the
2 necessary funds for such payment by the City in each fiscal year during the term of
3 this Agreement. For the purposes of this Section, a fiscal year commences on
4 October 1 of the year and continues through September 30 of the following year. In
5 the event that the City Council of the City fails to appropriate the necessary funds
6 for any fiscal year, then, and in that event, the Agreement will terminate at no
7 additional cost or obligation to the City.

8 C. Consultant may select the time and place of performance for
9 these services; provided, however, that access to City documents, records and the
10 like, if needed by Consultant, shall be available only during City's normal business
11 hours and provided that milestones for performance, if any, are met.

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

26 E. Consultant represents that Consultant has obtained all
27 necessary information on conditions and circumstances that may affect its
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 July 14, 2021, and shall terminate at 11:59 p.m. on July 13, 2023, unless sooner terminated
6 as provided in this Agreement, or unless the services or the Project is completed sooner.
7 The term may be extended for three (3) additional one-year periods, at the discretion of
8 the City Manager.

9 3. COORDINATION AND ORGANIZATION.

10 A. Consultant shall coordinate its performance with City's
11 representative, if any, named in Exhibit "C", attached to this Agreement and
12 incorporated by this reference. Consultant shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to
14 assist City's representative in making presentations and in holding meetings on the
15 Project. City shall furnish to Consultant information or materials, if any, described
16 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
17 shall perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Consultant's key
20 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
21 reference. City shall have the right to approve any person proposed by Consultant
22 to replace that key employee.

23 4. INDEPENDENT CONTRACTOR. In performing its services,
24 Consultant is and shall act as an independent contractor and not an employee,
25 representative or agent of City. Consultant shall have control of Consultant's work and the
26 manner in which it is performed. Consultant shall be free to contract for similar services to
27 be performed for others during this Agreement; provided, however, that Consultant acts in
28 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges

1 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
2 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
3 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of
4 the usual and customary rights, benefits or privileges of City employees. Consultant
5 expressly warrants that neither Consultant nor any of Consultant's employees or agents
6 shall represent themselves to be employees or agents of City.

7 5. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
10 duration of this Agreement, from insurance companies that are admitted to write
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best
12 Company or from authorized non-admitted insurance companies subject to Section
13 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
14 by A.M. Best Company, the following insurance:

15 i. Commercial general liability insurance (equivalent in
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
17 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
18 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
19 include but not be limited to broad form contractual liability, cross liability,
20 independent contractors liability, and products and completed operations
21 liability. City, its boards and commissions, and their officials, employees and
22 agents shall be named as additional insureds by endorsement (on City's
23 endorsement form or on an endorsement equivalent in scope to ISO form CG
24 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
25 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
26 no special limitations on the scope of protection given to City, its boards and
27 commissions, and their officials, employees and agents. This policy shall be
28 endorsed to state that the insurer waives its right of subrogation against City,

1 its boards and commissions, and their officials, employees and agents.

2 ii. Workers' Compensation insurance as required by the
3 California Labor Code and employer's liability insurance in an amount not
4 less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed
5 to state that the insurer waives its right of subrogation against City, its boards
6 and commissions, and their officials, employees and agents.

7 iii. Professional liability or errors and omissions insurance
8 in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

9 iv. Commercial automobile liability insurance (equivalent in
10 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
11 an amount not less than Five Hundred Thousand Dollars (\$500,000.00)
12 combined single limit per accident.

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

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

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
2 continuing coverage for a period of not less than three (3) years, commencing on
3 the date this Agreement expires or is terminated.

4 E. Consultant shall require that all subconsultants or contractors
5 that Consultant uses in the performance of these services maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk
7 Manager or designee.

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

17 G. Any modification or waiver of these insurance requirements
18 shall only be made with the approval of City's Risk Manager or designee. Not more
19 frequently than once a year, City's Risk Manager or designee may require that
20 Consultant, Consultant's subconsultants and contractors change the amount, scope
21 or types of coverages required in this Section if, in his or her sole opinion, the
22 amount, scope or types of coverages are not adequate.

23 H. The procuring or existence of insurance shall not be construed
24 or deemed as a limitation on liability relating to Consultant's performance or as full
25 performance of or compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
4 of City, except that Consultant may with the prior approval of the City Manager of City,
5 assign any moneys due or to become due Consultant under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Consultant shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall
11 prevent Consultant from employing as many employees as Consultant deems necessary
12 for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
14 certifies that, at the time Consultant executes this Agreement and for its duration,
15 Consultant does not and will not perform services for any other client which would create
16 a conflict, whether monetary or otherwise, as between the interests of City and the interests
17 of that other client. Consultant further certifies that Consultant does not now have and shall
18 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
19 other source of income, interest in real property or investment which would be affected in
20 any manner or degree by the performance of Consultant's services hereunder. And,
21 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
22 and contractors.

23 8. MATERIALS. Consultant shall furnish all labor and supervision,
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services
25 necessary to or used in the performance of Consultant's obligations under this Agreement,
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Consultant or furnished to Consultant in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
3 models, reports, summaries, drawings, designs, notes, plans, information, material and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 in a format identified by City, and City shall have the unrestricted right to use and disclose
6 the Data in any manner and for any purpose without payment of further compensation to
7 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
8 Data shall not be made available to any person or entity for use without the prior approval
9 of City. This warranty shall survive termination of this Agreement for five (5) years.

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

20 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
22 performing its services, during the term of this Agreement and for five (5) years following
23 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
24 all information, whether written, oral or visual, obtained by any means whatsoever in the
25 course of performing its services for the same period of time. Consultant shall not disclose
26 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
27 of others except for the purpose of this Agreement.

28 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for

1 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
2 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
3 without breach of this Agreement by Consultant; or (c) a third party who has a right to
4 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
5 disclosed pursuant to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

7 A. Any costs incurred by City due to Consultant's failure to meet
8 the standards required by the scope of work or Consultant's failure to perform fully
9 the tasks described in the scope of work which, in either case, causes City to request
10 that Consultant perform again all or part of the Scope of Work shall be at the sole
11 cost of Consultant and City shall not pay any additional compensation to Consultant
12 for its re-performance.

13 B. If the Project involves construction and the scope of work
14 requires Consultant to prepare plans and specifications with an estimate of the cost
15 of construction, then Consultant may be required to modify the plans and
16 specifications, any construction documents relating to the plans and specifications,
17 and Consultant's estimate, at no cost to City, when the lowest bid for construction
18 received by City exceeds by more than ten percent (10%) Consultant's estimate.
19 This modification shall be submitted in a timely fashion to allow City to receive new
20 bids within four (4) months after the date on which the original plans and
21 specifications were submitted by Consultant.

22 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
23 amended, nor any provision or breach waived, except in writing signed by the parties which
24 expressly refers to this Agreement.

25 15. LAW. This Agreement shall be construed in accordance with the laws
26 of the State of California, and the venue for any legal actions brought by any party with
27 respect to this Agreement shall be the County of Los Angeles, State of California for state
28 actions and the Central District of California for any federal actions. Consultant shall cause

1 all work performed in connection with construction of the Project to be performed in
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
3 county or municipal governments or agencies (including, without limitation, all applicable
4 federal and state labor standards, including the prevailing wage provisions of sections 1770
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
6 marshal, health officer, building inspector, or other officer of every governmental agency
7 now having or hereafter acquiring jurisdiction.

8 16. PREVAILING WAGES.

9 A. Consultant agrees that all public work (as defined in California
10 Labor Code section 1720) performed pursuant to this Agreement (the "Public
11 Work"), if any, shall comply with the requirements of California Labor Code sections
12 1770 *et seq.* City makes no representation or statement that the Project, or any
13 portion thereof, is or is not a "public work" as defined in California Labor Code
14 section 1720.

15 B. In all bid specifications, contracts and subcontracts for any
16 such Public Work, Consultant shall obtain the general prevailing rate of per diem
17 wages and the general prevailing rate for holiday and overtime work in this locality
18 for each craft, classification or type of worker needed to perform the Public Work,
19 and shall include such rates in the bid specifications, contract or subcontract. Such
20 bid specifications, contract or subcontract must contain the following provision: "It
21 shall be mandatory for the contractor to pay not less than the said prevailing rate of
22 wages to all workers employed by the contractor in the execution of this contract.
23 The contractor expressly agrees to comply with the penalty provisions of California
24 Labor Code section 1775 and the payroll record keeping requirements of California
25 Labor Code section 1771."

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

1 18. INDEMNITY.

2 A. Consultant shall indemnify, protect and hold harmless City, its
3 Boards, Commissions, and their officials, employees and agents (“Indemnified
4 Parties”), from and against any and all liability, claims, demands, damage, loss,
5 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
6 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
7 in connection with (1) Consultant’s breach or failure to comply with any of its
8 obligations contained in this Agreement, including any obligations arising from the
9 Project’s compliance with or failure to comply with applicable laws, including all
10 applicable federal and state labor requirements including, without limitation, the
11 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
12 acts, errors, omissions or misrepresentations committed by Consultant, its officers,
13 employees, agents, subcontractors, or anyone under Consultant’s control, in the
14 performance of work or services under this Agreement (collectively “Claims” or
15 individually “Claim”).

16 B. In addition to Consultant’s duty to indemnify, Consultant shall
17 have a separate and wholly independent duty to defend Indemnified Parties at
18 Consultant’s expense by legal counsel approved by City, from and against all
19 Claims, and shall continue this defense until the Claims are resolved, whether by
20 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
21 breach, or the like on the part of Consultant shall be required for the duty to defend
22 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
23 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
24 in the defense.

25 C. If a court of competent jurisdiction determines that a Claim was
26 caused by the sole negligence or willful misconduct of Indemnified Parties,
27 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the
28 court determines sole negligence by the Indemnified Parties, or (2) reduced by the

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. The provisions of this Section shall survive the expiration or
3 termination of this Agreement.

4 19. AMBIGUITY. In the event of any conflict or ambiguity between this
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

6 20. FORCE MAJEURE. If any party fails to perform its obligations
7 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
8 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
9 governmental regulations, governmental controls, judicial orders, enemy or hostile
10 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
11 beyond the reasonable control of the party obligated to perform, then that party's
12 performance will be excused for a period equal to the period of such cause for failure to
13 perform.

14 21. NONDISCRIMINATION.

15 A. In connection with performance of this Agreement and subject
16 to applicable rules and regulations, Consultant shall not discriminate against any
17 employee or applicant for employment because of race, religion, national origin,
18 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
19 disability. Consultant shall ensure that applicants are employed, and that
20 employees are treated during their employment, without regard to these bases.
21 These actions shall include, but not be limited to, the following: employment,
22 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
23 termination; rates of pay or other forms of compensation; and selection for training,
24 including apprenticeship.

25 B. It is the policy of City to encourage the participation of
26 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
27 procurement process, and Consultant agrees to use its best efforts to carry out this
28 policy in its use of subconsultants and contractors to the fullest extent consistent

1 with the efficient performance of this Agreement. Consultant may rely on written
2 representations by subconsultants and contractors regarding their status.
3 Consultant shall report to City in May and in December or, in the case of short-term
4 agreements, prior to invoicing for final payment, the names of all subconsultants
5 and contractors hired by Consultant for this Project and information on whether or
6 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

8 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
9 accordance with the provisions of the Ordinance, this Agreement is subject to the
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
11 Long Beach Municipal Code, as amended from time to time.

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

16 “During the performance of a contract with the City of Long Beach, the
17 Consultant will provide equal benefits to employees with spouses and its
18 employees with domestic partners. Additional information about the City of
19 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
20 Long Beach Business Services Division at 562-570-6200.”

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

23 C. If the Consultant fails to comply with the EBO, the City may
24 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
25 to become due under the Agreement may be retained by the City. The City may
26 also pursue any and all other remedies at law or in equity for any breach.

27 D. Failure to comply with the EBO may be used as evidence
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

7 23. NOTICES. Any notice or approval required by this Agreement shall
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
9 postage prepaid, addressed to Consultant at the address first stated above, and to City at
10 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
11 to the City Engineer at the same address. Notice of change of address shall be given in
12 the same manner as stated for other notices. Notice shall be deemed given on the date
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

14 24. COPYRIGHTS AND PATENT RIGHTS.

15 A. Consultant shall place the following copyright protection on all
16 Data: © City of Long Beach, California ____, inserting the appropriate year.

17 B. City reserves the exclusive right to seek and obtain a patent or
18 copyright registration on any Data or other result arising from Consultant's
19 performance of this Agreement. By executing this Agreement, Consultant assigns
20 any ownership interest Consultant may have in the Data to City.

21 C. Consultant warrants that the Data does not violate or infringe
22 any patent, copyright, trade secret or other proprietary right of any other party.
23 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
24 and employees harmless from any and all claims, demands, damages, loss, liability,
25 causes of action, costs or expenses (including reasonable attorney's fees) whether
26 or not reduced to judgment, arising from any breach or alleged breach of this
27 warranty.

28 25. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

1 that Consultant has not employed or retained any entity or person to solicit or obtain this
2 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
3 commission or other monies based on or from the award of this Agreement. If Consultant
4 breaches this warranty, City shall have the right to terminate this Agreement immediately
5 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
6 due under this Agreement or otherwise recover the full amount of the fee, commission or
7 other monies.

8 26. WAIVER. The acceptance of any services or the payment of any
9 money by City shall not operate as a waiver of any provision of this Agreement or of any
10 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
11 Agreement shall not constitute a waiver of any other or subsequent breach of this
12 Agreement.

13 27. CONTINUATION. Termination or expiration of this Agreement shall
14 not affect rights or liabilities of the parties which accrued pursuant to the Sections titled
15 "Ownership of Data", "Confidentiality", "Breach of Confidentiality", "Law", "Indemnity", and
16 "Audit" prior to termination or expiration of this Agreement.

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

25 29. ADVERTISING. Consultant shall not use the name of City, its officials
26 or employees in any advertising or solicitation for business or as a reference, without the
27 prior approval of the City Manager or designee.

28 30. AUDIT. City shall have the right at all reasonable times during the

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664


1 term of this Agreement and for a period of five (5) years after termination or expiration of
2 this Agreement to examine, audit, inspect, review, extract information from and copy all
3 books, records, accounts and other documents of Consultant relating to this Agreement.

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


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

9
10 September 10, 2021

CITY FABRICK, a California corporation

By 
Name Brian Maszewski
Title Executive Director

11
12 SEPT 10, 2021

By 
Name CARA MULLATO
Title CHAIR

"Consultant"

CITY OF LONG BEACH, a municipal corporation

16
17
18 September 22, 2021

By Linda F. Jakem
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on September 15, 2021.

CHARLES PARKIN, City Attorney

By 
Deputy

28

EXHIBIT "A"

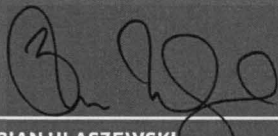
Scope of Work

1

ACZIP Scope of Work Narrative

ANAHEIM CORRIDOR ZONING IMPLEMENTATION PLAN RFP | SECTION ONE

RFP No.
DV20-088



X
BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

ORGANIZATION
CITY FABRICK

ADDRESS
425 E. FOURTH STREET, SUITE E.
LONG BEACH, CA 90802

PHONE NUMBER
562.901.2128

PHONE NUMBER
323.309.7932

PRIME CONTACT
BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR

EMAIL ADDRESS
BRIAN@CITYFABRICK.ORG

BRIAN ULASZEWSKI
PRINCIPAL & EXECUTIVE DIRECTOR





Scope of Work Narrative

The ACZIP planning area has been historically, intentionally, and persistently segregated, marginalized, and disinvested. Colloquially known as “Eastside Long Beach,” the ACZIP planning area is defined by the Anaheim Street Corridor and immediate surrounding street blocks, consisting of three distinct neighborhoods: Washington, Cambodia Town, and Zaferia. The ACZIP project is funded by the California Department of Housing and Community Development’s (HCD) SB2 (Building Homes and Jobs Act) and will benefit the City by enabling the production of much-needed housing units. It is vital that future housing production within the ACZIP area limits the displacement of existing residents and accommodates growth responsibly.

Current zoning regulations limit the types of housing development opportunities and incentives that are envisioned in the recently adopted Land Use and Urban Design Elements. With recent gentrification and displacement pressures, the citywide need to address the housing crisis, and barriers to civic participation, it is important that the ACZIP consultant team is fully aware of the complex cultural nuances, history of disinvestment, and existing power dynamics among established community groups. It is important that the ACZIP project is a pathway to addressing structural racism and segregation by presenting an opportunity for cultural preservation, contextually sensitive development, and community empowerment.

Objectives/Outcomes

COMMUNITY EMPOWERMENT

Support Cambodia Town, Washington and Zaferia neighborhoods with increased capacity/knowledge of planning and community development the community

Develop community leaders' capacity to lead in outreach efforts and future implementation/stewardship of the Plan

Engage hard-to-reach and marginalized community members with both an in-person and virtual engagement strategy

Help organize sustainable, power-building structures in the community for continued engagement and leadership

Elevate ideas and findings from the community into the proposed analysis and zoning recommendations by AECOM team

ACZIP PROJECT

Update the plan area's zoning code and development standards to encourage housing development while being contextually appropriate, reflect community voices, support growth, enhance climate resiliency, improve public health, spur investment, and mitigate displacement.

Teams and City learn technical/engagement portions of the ACZIP planning effort

Teams and City work collaboratively through regular communications



TASK A.0

Team Coordination



TASK A.0 - TEAM COORDINATION

The City Fabrick Project Team is providing consultant services for the ACZIP project in partnership with the AECOM Project Team and under the management of the City of Long Beach Department of Development Services. Based on previous experience with the UPLAN, the ACZIP consultant teams will achieve deeper collaboration and learning through communication and coordination.

We will begin this task with an **initial kick-off meeting** between the ACZIP consultant teams and the City of Long Beach, touring the project site. From the City Fabrick team, this will include key staff members of City Fabrick, UCC, Long Beach Forward, Walk Long Beach, and Fehr & Peers. Having completed several walking tours in the ACZIP area before, our team possesses the community expertise to co-lead this initial effort. This will include help developing an agenda, location map of key landmarks, statistical information, meetings with local businesses, meeting logistics, and providing other relevant information to help contextualize the project from a community perspective. During this trip, the City Fabrick team will also be taking existing conditions photography and meeting notes for future use.

Based on learned lessons from the UPLAN, the ACZIP consultant teams will work together to develop a draft **workflow/roles memo** that clearly aligns the scope, communications, timeline, and management of the teams and the City staff. This PDF document will help to clarify what the expectations are for both teams' deliverables, understanding that the community engagement process can change depending on the community feedback, potential funding, and political will. This memo will also detail internal communication and file exchange standards, and will be reviewed by the City Fabrick subconsultant team.

Initial kick-off meeting between teams and City touring the project site

Draft/input on workflow/roles memo

Bi-Weekly coordination regarding community outreach & planning work

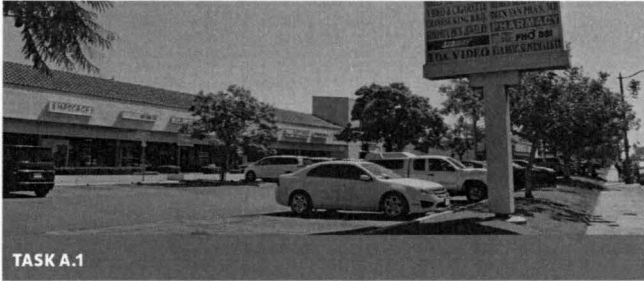
Accessibility checks of public documents (translation/interpretation services for Task B only)

Provide input on technical pieces including other plans/processes/feedback

TASK A.0 DELIVERABLES

As part of maintaining strong communication the City Fabrick team will participate in **bi-weekly coordination meetings** (every other week) with the AECOM and City of Long Beach team regarding community outreach and planning work. In the interest of grounding the planning process, the City Fabrick team offers to lead several of these meetings with land acknowledgments and personal check-ins. Our team will also support/lead in meeting logistics, agenda setting, and notetaking of these bi-weekly meetings. Emails, phone calls, and instant messaging/video platforms will be used to remain in regular communication throughout the entirety of the process. These bi-weekly meetings will typically happen using video or audio conference call, and in-person meetings and site visits will occur as appropriate and necessary. City Fabrick will represent the City Fabrick consultant team at bi-weekly meetings, while inviting other subconsultants to meetings where relevant.

As another learned lesson from the UPLAN planning process, the City Fabrick team will participate in **accessibility checks of public documents** to ensure that public messaging strategies and translations are optimal for the ACZIP community. To help streamline this effort, an accessibility style guide will be developed by the City Fabrick team, including accessibility objectives. The workflow/roles memo will reflect a timeline that considers the accessibility needs of the three neighborhoods—Zaferia, Washington, Cambodia Town. Under the current scope, the City Fabrick team will only be providing translation services for Task B efforts, and will not be providing translation services for Task A. The City Fabrick team will depend on the City of Long Beach Language Access Policy team to support with translation and interpretation services for Task A materials, with final review/ edits from the City Fabrick subconsultant team. Finally, City Fabrick will provide **input and feedback** to the AECOM team including other plans and proven processes to incorporate.



Land Use Analysis



TASK A.1 – LAND USE ANALYSIS

The City Fabrick team understands that Task A.1 involves analyzing the existing land use, sociodemographics, and physical environment of the ACZIP project area by conducting comprehensive studies of the local planning context. Having experience in land use analysis in the ACZIP planning area, the City Fabrick team will **support the AECOM team with the land use and physical conditions analysis** by sharing recent community-led visioning efforts and data resources that have been identified as effective by the community planning team. Over the past decade, our Project Team has led, or participated in, several existing conditions studies within the ACZIP project area, analyzing the existing land use, housing, sociodemographic, economic, transportation, and urban design conditions. Acquired in collaboration with various City of Long Beach, academic, and community partners, this collection of community-owned data was analyzed in large-part by our Project Team. Using GIS mapping software and statistical analysis, our Project Team plans to supplement this existing conditions data analysis with our other indicators for planning a neighborhood, which are focused on public/environmental health and racial equity.

The City Fabrick team will collaborate with the AECOM team to **create a graphic summary of the land use analysis findings** that can be easily understood to community members. This deliverable can take form of as infographics, maps, and diagrams that reflect the project design guidelines. While the intent of these graphics are to be highly visual, the translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. Graphics will be reflective of the graphic identity to be developed as part of Task A.5. This task will involve two rounds of graphic revisions with the City of Long Beach and AECOM teams.

Support land use/
physical conditions analysis

Graphic summary
of Land Use Analysis

High-level circulation/transportation inventory evaluation
to support engagement & technical development of ZIP

Public-facing memo or
document with an FAQ on parking

TASK A.1 DELIVERABLES

Task A.1.2 involves analyzing the existing physical infrastructure that supports the development of the ACZIP community. This review includes a review of the utilities, technology, transportation/transit, circulation, and other City infrastructure to support housing development along the Anaheim Corridor. As part of this effort, Fehr & Peers will provide **high-level transportation and circulation analysis** to support community engagement and technical development of zoning improvements. Fehr & Peers will collect mobility-related existing conditions. Comprehensive inventory will only be completed for those items needed for the parking and value capture assessment (parking, transit service and amenities, bicycle facilities, qualitative assessment of pedestrian facilities). All other mobility elements will be summarized based on information collected through virtual or in-person walking audits led by other members of the team, which Fehr & Peers will participate in. This is the only part of Task A.1.2 that will be performed by Fehr & Peers. This will all be **summarized into a public-facing memo or document with an FAQ on parking**. Fehr & Peers has worked on several local planning projects, including the Midtown Specific Plan and the recent Metro Blue Line First/Last Mile Plan, which involved a community-driven approach to improving transit access for Long Beach commuters.

The City Fabrick team understands that Task A.1.3 involves producing a zoning and physical constraints analysis and housing study to understand what the existing zoning regulations and proposed LUE PlaceTypes can produce at full build-out as well as opportunity sites for potential redevelopment. While the City Fabrick team will not provide any scope on this subtask, City Fabrick will work with the AECOM team and City to ensure that community feedback and input regarding development priorities are reflected in the final zoning and development recommendations.



Market Analysis



TASK A.2 - MARKET ANALYSIS

The City Fabrick Team understands that the market analysis presented in Task A.2 involves studying three major components: evaluation of the densities and parking requirements, value capture analysis, and a funding sources evaluation. City Fabrick is part of several mixed-use affordable housing developments, including two within the ACZIP project area [the Spark and the UNION], and is knowledgeable about a range of development incentives that municipalities are implementing throughout the region. City Fabrick's experience working with developers involves planning research, urban and building design, community engagement, and working closely with developers to gather funding incentives and opportunities to support affordable housing development. With this knowledge, City Fabrick has a full understanding of the planning and development process and offers a unique perspective on how these processes can be improved in Long Beach. City Fabrick also has experience working with local property owners seeking to revitalize existing buildings and properties, recognizing methods for incentivizing and removing barriers for local investment. As such, City Fabrick will provide support to the AECOM project team by **reviewing and commenting on the socioeconomic analysis content**. City Fabrick will provide resources to support AECOM's market analysis in the form of existing community plans and efforts, proven methods of analysis, and other relevant resources that have been collected by community planning efforts over recent years.

For Task A.2.1, the AECOM team will evaluate the building densities and parking requirements needed to make new development feasible and inform the land use strategy. This will require Fehr & Peers to support AECOM in **evaluating parking/transportation needs for the corridor** based on the community's vision and the current and future multi-modal context to inform zoning improvements, particularly off-

Review and comment to socioeconomic analysis content

Evaluating parking/transportation needs for the corridor

Develop estimated parking demands for two proposed scenarios

Inform the transportation portion of the value capture analysis

TASK A.2 DELIVERABLES

street parking ratios and other transportation related zoning standards. Per the City's request, Fehr & Peers will reduce time associated with shared parking analysis, but will still **develop estimated parking demands for two proposed scenarios**.

Task A.2.2 involves conducting a value capture analysis where AECOM will measure the value added by maximizing the development potential and yield based on new zoning reflective of the LUE PlaceTypes. Fehr & Peers will **inform the transportation portion of the value capture analysis** by quantitatively analyzing the number of people benefiting from the mobility and access improvements using ArcGIS.

Our Project Team understands that Task A.2.3 involves evaluating new funding sources to implement this investment plan, such as creative financing mechanisms, fee waivers, and other funding opportunities for assisting developers, businesses, residents, and the City to encourage investment in the area and sustainable development. While the City Fabrick team will not provide any scope on this subtask, City Fabrick will work with the AECOM team and City to ensure that community feedback and input regarding development priorities are reflected in the final zoning and development recommendations.



Zone Development



TASK A.3 - ZONE DEVELOPMENT

Task A.3.1 is an important task for the ACZIP as it takes the input received from the community outreach [Tasks A.4 - A.7 & B] and combines it with the data collected from our land use and market analysis [Tasks A.1 - A.2] to inform zoning recommendations and craft proposed zoning regulations consistent with the recently adopted LUE PlaceTypes and urban design guidelines. The zoning development process will seek to balance opportunities for new development with concerns about gentrification and displacement, and bring forward the most modern thinking about mixed use zoning to promote more housing density, ground-floor activation with corridors highlighting walkability, and economically viable development patterns. The City Fabrick team will meet and exceed expectations for Task A.3.1 by **reviewing and ground-truthing new zones** proposed by the AECOM team by creating context-specific zoning tools and a bonus/incentive system. The zoning tools will also include incentives and standards for housing development, including affordability, targeted inclusionary zoning percentages, relaxed parking standards, increased densities and heights, approval streamlining and expedited processing, and possible micro-units or modular development standards.

The drafting of new zones for the ACZIP project area will be heavily informed by a ground-truthing process, an outreach strategy to verify data on-the-ground by walking the neighborhood and surveying together with community members. City Fabrick, Long Beach Forward, United Cambodian Community [UCC], and Walk Long Beach have all organized and led ground truthing in Central, West, North, and Downtown Long Beach as part of several advocacy efforts both individually and collectively under the Just Environment Long Beach coalition. The ground-truthing will be informed by information gathered from the background

Reviewing and ground-truthing new zones
(with participation from community leaders)

Graphic summary
of New Zones

TASK A.3 DELIVERABLES

study, zoning and housing constraints, community outreach events, and ongoing input from the Anaheim Neighborhood Groups Coalition, youth leaders, and advisory groups.

Following the finalization of the zoning improvements for the ACZIP area, the City Fabrick team will refer to the established project design identity to graphically illustrate the new zoning regulations in action. This **graphic summary of these new zones** will be important to clearly communicate to potential developers what the form and function the built environment is envisioned in each of the three neighborhoods. While the intent of these graphics are to be highly visual, the translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. Graphics will be reflective of the graphic identity to be developed as part of Task A.5. This task will involve two rounds of graphic revisions with the City of Long Beach and AECOM teams.

Task A.3.2 involves applying the findings from the market analysis to determine the kinds of development incentives and bonuses needed to incentivize affordable housing and other public benefits, as well as potential strategies for addressing commercial displacement. While the City Fabrick team will not provide any scope on this subtask, City Fabrick will work with the AECOM team and City to ensure that appropriate incentives for affordable housing and other public benefits, as well as potential strategies for addressing gentrification and displacement, are reflected in the final zoning and development recommendations.



TASK A.4

Public Outreach



TASK A.4: PUBLIC OUTREACH

Our Project Team understands that the City of Long Beach will lead facilitation and coordination of outreach meetings and related tasks, including logistics. Members of our City Fabrick have worked on multiple public outreach projects with the City of Long Beach and have produced high quality outreach materials, strategies, and/or engagement facilitation. While community outreach and engagement has had to dramatically shift this year because of the COVID-19 pandemic, City Fabrick has found recent success partnering with the Long Beach Departments of Parks, Recreation, and Marine as well as Health and Human Services on several community engagement efforts in Central Long Beach around transportation and open space issues. Our Project Team has proven their ability to excel in providing online engagement tools, such as social media content development, interactive mapping, website development, and virtual walk audits.

As part of the ACZIP, the City Fabrick team will **prepare technical content and materials for public meetings, technical support at public meetings by key technical staff.** Our Project Team is experienced at preparing materials for and speaking at public meetings as well as Long Beach Planning Commission and City Council meetings. The Project Team will go above and beyond the required scope of work by attending and engaging at public meetings or events hosted by local CBOs and community leaders. City Fabrick believes that in order to invite community members into the decision-making process, we must meet the community where they are at by embedding ourselves in the neighborhood. As an example, City Fabrick was recently recognized with the Public Outreach Award by the American Planning Association California Chapter for their work in North Long Beach with the Uptown Open Space Vision Plan.

Support in the preparation technical content and materials for public meetings

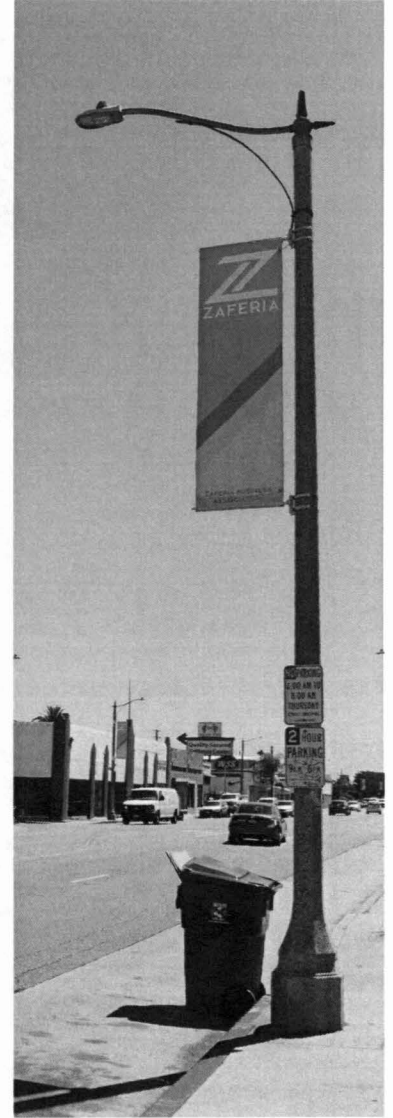
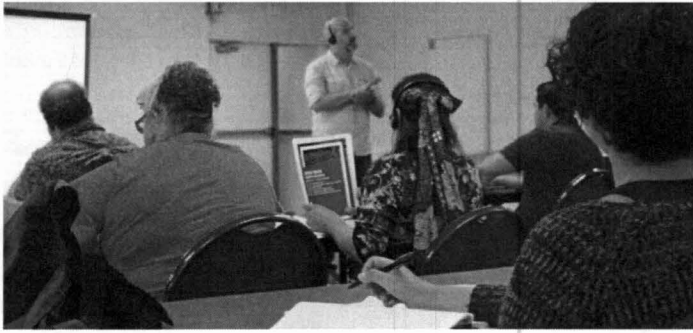
Technical support at public meetings by key technical staff

Graphic summary report of Public Engagement and Empowerment Findings and Strategies

TASK A.4 DELIVERABLES

City Fabrick will lead the public outreach process, with support from UCC, Long Beach Forward, Walk Long Beach, and Fehr & Peers. Our Project Team's extensive community outreach and engagement expertise is detailed below in Task A.6 and Task B.1.

Lastly, City Fabrick will **prepare a graphic summary report of Public Engagement and Empowerment Findings and Strategies.** This deliverable can take form of as infographics, maps, and diagrams that reflect the project design identity of A.5. While the intent of these graphics are to be highly visual, the translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. Graphics will be reflective of the graphic identity to be developed as part of Task A.5. This task will involve two rounds of graphic revisions with the City of Long Beach and AECOM teams.





TASK A.5

Branding & Engagement



TASK A.5: PUBLIC BRANDING, WEBPAGE, SOCIAL MEDIA, AND ONLINE ENGAGEMENT TOOLS

The Project Team recognizes the importance of translating complex ideas into understandable information. As part of this visual communication, City Fabrick will lead the development of a consistent and marketable **graphic design identity** that maintains a high quality standard that is easily recognizable. As a nonprofit design studio, City Fabrick develops communication resources and implements designs that proactively engage and empower professionals, officials, community leaders and the public on a broad range of topics related to urban planning, policy and design. With its highly experienced graphic design team, City Fabrick will develop a style identity package that will include a project logo [and variations of it], typefaces, color swatches, graphic assets, and document templates to be used in all project materials. As the prime consultant, City Fabrick will ensure that all graphic materials that are developed shall utilize this style identity to create an identifiable brand. City Fabrick has much experience leading the branding of many local organizations and campaigns.

Through this culturally-sensitive branding process, City Fabrick will develop logo and templates that can be used for a project website, email blast content, press releases, and social media content that aligns with the mission and values of the ACZIP project (City Fabrick will not be developing these graphic assets, just providing templates for them). Given the demographics of the study area, we intend to translate community outreach materials for Spanish, Khmer, Tagalog, and Vietnamese speakers. The translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. This task will involve two rounds of graphic revisions with the City of Long Beach and AECOM teams.

Project
brand identity

Online
Surveys

Physical
Surveys

Optional: Interactive mapping
engagement tool (pending available funding)

TASK A.5 DELIVERABLES

The City Fabrick team will work collaboratively with the AECOM team and the City of Long Beach to create and design **online and physical surveys** (two surveys in total, one per each round of engagement). The online and physical surveys will be identical and will undergo accessibility checks (Task A.0) to ensure that information can be easily understood by the community. The translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. This task will involve two rounds of written and graphic revisions with the City of Long Beach and AECOM teams. The City Fabrick team has experience creating culturally sensitive surveys working within the ACZIP community and can host the online survey on various platforms.

In terms of physical collateral, City Fabrick will use the style identity and develop fliers and posters that can be easily distributed at residences, businesses, and places of interest, as well as electronically. UCC and Long Beach Forward will also provide graphic and marketing support to ensure that information is sent throughout the community. Through this comprehensive approach, we hope that ownership of this brand will extend to the residents and business owners of Central Long Beach, championing this project as an authentic community-led effort.

TASK A.5: OPTIONAL SUBTASKS

With COVID-19, an **interactive mapping engagement tool can also be created for the City of Long Beach website, pending the availability of funding**. City Fabrick has developed similar online content, even complete websites, for similar planning projects. A few websites for long-range planning projects created by City Fabrick include <https://onesanpedro.org/>, <http://wlvac.org/>, and <https://justenvironmentlb.org/>. This ACZIP website can contain visually appealing graphics showcasing resources for communities, especially those in Long Beach, and updated content of the project process.



Community Outreach



TASK A.6: SUPPORT A COMBINATION OF LARGE-SCALE COMMUNITY OUTREACH EVENTS AND SMALLER MORE FOCUSED COMMUNITY CONVERSATIONS

Our Project Team knows that community members are highly knowledgeable in terms of identifying the issues that are most critical to the neighborhoods in which they live and work. Both large-scale community outreach events and smaller community conversations are critical opportunities for the community to express its needs and for the consultant teams and the City to listen to this community expertise and present viable solutions. In collaboration with the City of Long Beach, the City Fabrick team will support a combination of at most three large-scale community outreach events and three focused community conversations, one per each of the three neighborhoods. Our approach will be to meaningfully integrate the community outreach and engagement strategies for these 3 rounds of engagement into the capacity building workshops in Task B so that the content and engagement builds iteratively and intentionally.

Task A.6.1 involves hosting at most **three community conversations** to educate and solicit feedback from residents, the development community, and other stakeholders. These conversations can take the form of COVID-safe **walking tours/audits and small-group dialogues** with a focus on housing needs and potential zoning districts. The City Fabrick has strong experience conducting walking tours and audits, particularly in Central Long Beach, in partnership with several agencies and organizations, including the Department of Health and Human Services, the Southern California Association of Governments, California Walks, CSULB and Walk Long Beach. As part of the City Fabrick team, Walk Long Beach has led countless walking events encouraging Long Beach residents to stay healthy and explore their neighborhood.

Community workshops and open houses (three rounds maximum; 1 per neighborhood)

Community conversations (three rounds maximum; 1 per neighborhood)

Stakeholder group interviews/discussions (six interviews in total)

Technical workshop materials (presentations, boards, flyers, etc)

Walking tours and audits

Optional: Demonstration project, pop-up storefront studio, community project or program (pending available funding)

TASK A.6 DELIVERABLES

For Task A.6.2, our Project Team will help host at most three **larger-scale workshops and open houses** tailored to the audience, topic, and COVID safety, all of which will be detailed in the Community Engagement and Partnership Plan [Task B.1]. These larger community outreach events will include historical and cultural education about the planning process and the ACZIP, project updates, overview of the land use and market analysis findings, and a creative engagement activity that captures the existing conditions or the community vision for ACZIP. The City Fabrick will summarize the results from the community outreach events and publish them to the ACZIP webpage where those who could not attend the workshop in person can provide additional feedback.

The City Fabrick team will also conduct at most six **group stakeholder interviews and discussions** with relevant stakeholders that represent diverse interests. These discussions help to provide important qualitative data to help inform the proposed zoning improvements. The translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. This task will involve two rounds of written revisions with the City of Long Beach and AECOM teams. Further information about these stakeholder interviews and discussions can be detailed in the Community Engagement and Partnership Plan [Task B.1]. A summary (not transcribed) of these stakeholder interviews and discussions will also be prepared for the Community Voice Report.

City Fabrick specializes in developing highly engaging community activities that allow community members of all ages to participate. The most relevant example is the CX3 Pedestrian Plan that captured the feedback of approximately 3,000 Central Long Beach community members, resulting in two dozen priority transportation projects for the

community. This level of engagement was accomplished by developing interactive activities for people of all ages, abilities, and spoken languages to participate in collaborative “games” with real-life constraints. Additionally, our Project Team is prepared to **develop workshop materials such as presentations, graphical boards, flyers, and other materials to publicize events**. Given the demographics of the study area, we intend to translate community outreach materials for Spanish, Khmer, Tagalog, and Vietnamese speakers. The translation of any written material will rely on the City of Long Beach LAP program, with early communication and engagement to avoid delays. This task will involve two rounds of graphic revisions with the City of Long Beach and AECOM teams.

City Fabrick will lead the community outreach and engagement process, with support from UCC, Long Beach Forward, and Fehr & Peers. United Cambodian Community [UCC] is a trusted community-based organization that has several decades of experience organizing in the Central Long Beach community. As the community organizing hub in Cambodia Town, UCC has built significant capacity over the years as well as strong relationships with CBOs in Cambodia Town and in the Washington and Zaferia neighborhoods. With bilingual staff that has the trust, experience, and cultural expertise to meaningfully engage the Cambodian community, UCC has partnered with the City of Long Beach to provide culturally competent outreach, education, and engagement of the Cambodian community. UCC engages limited English speakers, youth, older adults, families, low-income, immigrants, and business owners. In the past UCC has engaged Cambodian community members in the Housing Element, inclusionary housing policies, MacArthur Park Vision Plan, Health Department strategic planning, language access policy, participatory research on environmental justice, 2020 Census, and economic inclusion. Currently, UCC is engaging Cambodian residents and business owners in the City’s Digital Inclusion Roadmap development, engaging over 100 community members through focus groups, surveys, and town hall meetings. During the pandemic, UCC outreached to over 100,000 community members for the 2020 Census through door-to-door canvassing, phone banking, ethnic media, social media, partnership and coalition building, and hosting a Khmer Census hotline.

Long Beach Forward has served the underserved communities of Central, West, and North Long Beach for the past 10 years as the support organization for The California Endowment’s Building Healthy Communities: Long Beach initiative. With the mission to create a healthy Long Beach with low-income communities of color by building community knowledge, leadership, and power, Long Beach Forward currently partners with over 50 community-based organizations and facilitates or participates in approximately 15 collaborative groups and campaigns, supporting community organizing ranging from housing and environmental justice to early childhood education and community safety and justice reform. In

the COVID era, Long Beach Forward has organized creative COVID-safe community outreach and engagement activities, including virtual teach-ins, door-to-door canvassing and literature drops, text banking, and car caravans.

TASK A.6: OPTIONAL TASKS

If funding becomes available, **City Fabrick can help lead a community demonstration project** to pilot what potential improvements to the built environment can look and feel like and to gain community feedback on the ACZIP. City Fabrick has successfully implemented award-winning, tactical urbanism and placemaking projects in neighborhoods throughout Long Beach, including Central Long Beach. As part of the 14th Street Temporary Street Closure and the Rhea Street Temporary Street Closure, City Fabrick led the demonstration of two community-led street closures intersecting with Long Beach Boulevard. The demonstration projects were highly successful in engaging with local residents through games, music, food, prizes, resources, and community engagement activities.

As another optional task, City Fabrick can **host a pop-up, storefront studio** within the ACZIP planning area. On similar long-range planning efforts, City Fabrick have temporarily taken over local vacant storefronts to serve as a gallery space for local residents to learn more about the project and ask questions. We have found that storefront studios are an effective way to become embedded within a community and the community builds trust with the team. City Fabrick can support in the acquisition, design, and built-out of the temporary space. The pop-up space can also be used as a community meeting or charrette space, and serves to activate the surrounding neighborhood. This space can also serve as a satellite office for the City Fabrick team, AECOM team, or City of Long Beach as well.

The last optional task if funding becomes available is a **community-identified project or program that encapsulates the spirit of the ACZIP project**. The project, temporary in nature, can take form as a community demonstration project, event, programming, research, or interactive mural. This creative expression can help community members take ownership of the project and can help to reach and access community members that have not been previously involved in the process. The City Fabrick team has done this for several community planning projects, even within the ACZIP area, and involves collaboration with neighborhood leaders to develop and host this project or program.



TASK A.7

Outreach Support



TASK A.7: PROVIDE SUPPORT TO OTHER OUTREACH EVENTS

As a nonprofit organization, City Fabrick has the ability to freely attend community events and neighborhood meetings in Central Long Beach, educating community members about ACZIP, developing content/materials on an as-needed basis, and encouraging their participation. City Fabrick understands that the City of Long Beach staff will lead other outreach events, and the Consultant will **provide support in the form of technical analysis and staffing at these community outreach events**. Additionally, there are events held by CBOs and elected officials throughout the year that City Fabrick, and members of the subconsultant, can staff, if needed. Further information about this support will be detailed in the Community Engagement and Partnership Plan [Task B.1]. A **graphic summary consolidating these other, City-hosted outreach events** will also be prepared for the Community Voice Report.

Provide technical analysis and staffing for City of Long Beach community outreach events

Graphic summary Consolidating Other Outreach Events as part of overall Community Voice report

TASK A.7 DELIVERABLES



Capacity Building



TASK B.1: CAPACITY BUILDING – EMERGING LEADERS AND NEIGHBORHOOD LEADERS ACADEMIES

The primary strategy of Task B.1.1 is to **create a community- and equity-driven outreach plan and land use planning curriculum for community members of all ages to understand and navigate the local city planning and political processes.** The City Fabrick, with input from City staff, will develop presentation materials and content that will be used to engage a variety of stakeholders, especially marginalized groups, including Black, Indigenous, people of color, and monolingual non-English-speaking renters, small business owners, and youth. The intent of these “leadership academies” is not only to increase civic engagement, but also to ensure that a sustainable community framework and leadership base exists for continued land use engagement, advocacy, implementation, and stewardship that will last beyond the scope of this project. This task will involve two rounds of written graphic revisions with the City of Long Beach and AECOM teams.

While topics around housing will be prioritized, the curriculum will also be shaped by the interests and needs of the community, including issues around parking, gentrification, and the need to accommodate population demand with more dense, walkable, transit-oriented, community-serving land uses. Facilitation will be led by City Fabrick, our partner CBOs, and our technical experts, in coordination with the City. Offered in English with **simultaneous Spanish, Khmer, and/or Tagalog interpretation and translation**, our leadership academies will be available to people of all ages and abilities for both youth and adults, and will involve more culturally and historically relevant content [as modeled after both the UPLAN Youth and Neighborhood Empowerment Frameworks]. The curriculum [as well as Tasks A.4 - A.7] will all be further detailed in the

Community Engagement and Partnership Plan (digital version only)

Develop curriculum and host academy workshops for youth and adults (six workshops total)

Develop tools, trainings, handouts, and support meetings

Translation of materials for youth and adult academies (Khmer & Spanish)

Summary memos from capacity building events to City and AECOM

Optional: Establish Anaheim Neighborhood Groups Coalition, host four trainings to create a CBO advisory group, developing an open space plan (pending available funding)

TASK A.6 DELIVERABLES

Community Engagement and Partnership Plan [CEPP] that will be framed through a racial equity lens, focused on power sharing, and will serve as the blueprint for the entire outreach and engagement effort.

City Fabrick is highly qualified to lead the multi-pronged, robust community outreach program for the ACZIP, supported by the experienced capacity building and engagement abilities and sensitivities of Long Beach Forward, UCC, and Walk Long Beach. For four consecutive years, City Fabrick has led the planning, development, and engagement of the Long Beach People’s Planning School program—a collaboration between City Fabrick, Long Beach Forward, Walk Long Beach, Housing Long Beach, and other community organizations—empowering residents by teaching the basics of city planning. Courses are taught by local experts in the field of housing, equitable development, sustainability and transportation, providing local residents with increased knowledge about how cities form and evolve as well as the political and policy forces that affect those changes. City Fabrick has now organized several People’s Planning Schools in various communities, including in the Washington neighborhood, and has adapted the curriculum to be accessible in both Spanish and English.

City Fabrick will host **academy workshops for youths and adults** (six maximum) with close support from Long Beach Forward, United Cambodian Community, and Walk Long Beach. Long Beach Forward is one of the current subconsultants under Prevention Institute for the City’s UPLAN Phase II Community Engagement and Capacity Building process. In partnership with Prevention Institute and Healthy Active Streets, Long Beach Forward has helped implement a capacity-building effort to build a long-term, sustainable base of individual and organizational stakeholders who can engage effectively on land use and

infrastructure decision-making processes related to North Long Beach. As part of this process, Long Beach Forward has co-organized, co-facilitated, co-created educational content, and executed community outreach strategies and communications (social media, email blasts, text messaging) for a total of 16 youth and/or community workshops under the UPLAN Emerging Community Leaders Academy and the UPLAN Neighborhood Empowerment Framework. With this extremely relevant experience in North Long Beach, plus a decade of experience supporting community organizing in Central Long Beach, Long Beach Forward brings critical insight, experience, and lessons learned to the ACZIP project teams. In addition to the UPLAN Phase II project, Long Beach Forward supports multiple community coalitions that organize around equitable land use and built environment issues, including affordable housing and tenant rights, environmental justice, park equity, mobility justice, and community land use planning.

With decades of trusted experience and relationships in the community, United Cambodian Community is currently leading the community engagement around neighborhood planning and visioning for the Cambodia Town Thrives project. Additionally, UCC has led the Cambodian Advocacy Collaborative and Cambodian Advocacy Leadership Institute (CALI) for 10 years. The Cambodian Advocacy Collaborative comprises the five largest Cambodian serving nonprofits in Long Beach: UCC, Cambodian Association of America, Families in Good Health, Khmer Parents Association, and Khmer Girls in Action. Together, the Cambodian Advocacy Collaborative co-facilitated CALI, a six month advocacy training program to build strong Cambodian community leaders, advocates, and organizers. Through CALI, UCC trained 58 community leaders, engaged over 6,500 community members in advocacy and policy change, organized seven community campaigns, and developed a State of Cambodia Town community needs assessment.

City Fabrick is prepared to **develop the tools, trainings, and handouts needed for the six leadership academy classes** and other outreach engagements that will be detailed in the CEPP. City Fabrick will generally lead the creation of these materials, and other members of the Project Team will be available to offer their technical, community, and language access (Spanish and Khmer) expertise. City Fabrick will **prepare summary memos from capacity building events to the City of Long Beach and the AECOM team**, sharing what was learned and discussed (internal only memos, modeled from UPLAN).

TASK B.1: OPTIONAL TASKS

As an optional task as funding becomes available, the City Fabrick team can work to **establish the Anaheim Neighborhood Groups Coalition**, a new collaborative of CBOs and neighborhood groups focused on a shared vision for the entirety of the Anaheim Corridor. As a trusted organization






that has led similar coalitions, UCC will lead the management of this optional task and will be supported by City Fabrick, Long Beach Forward, and Walk Long Beach, all of which have collaborated closely through Cambodia Town Thrives and Just Environment Long Beach. With an extensive community network throughout the Washington, Cambodia Town, and Zaferia neighborhoods, UCC and other members of our Project Team will facilitate trust and governance among existing CBOs and establish new relationships with other groups to build relationships among the various groups as well as a relationship between the community and the City. The process of bringing the three neighborhoods together through this Coalition's shared goals and interests will also help with learning best practices from one another and building strong, knowledgeable, trusted, and experienced community leaders.

UCC's coalition building experience is unparalleled in the community. For multiple Cambodia Town collaborative projects, UCC has coordinated the partners, built coalition governance and structure, raised collaborative funds and resources, and provided Cambodian cultural expertise. In particular, UCC's leadership of Cambodia Town Thrives has prioritized inclusivity and involved diverse and critical stakeholders in its governance and engagement structure, including AOC7, Long Beach Residents Empowered [LiBRE], Long Beach Immigrant Rights Coalition, Best Start Central Long Beach, Midtown BID, Cambodia Town Inc., Families in Good Health, The Children's Clinic, and Black Lives Matter Long Beach.

Additionally, as an optional task, City Fabrick and subconsultants can **host up to four trainings to create a CBO advisory group** that will lead a community-level project. As part of this effort, our City Fabrick hopes to designate a portion of the funding to stipend and fund the involvement of CBOs and neighborhood groups that may be interested but have limited capacity to engage.

The last optional task involves **developing an open space plan for the ACZIP project area**. As a extremely park-poor community, the ACZIP zoning improvements have the potential to reexamine the open space network of the three neighborhoods and propose where open space can be improved or created to serve the rapidly growing population. With a built-out neighborhood and limited resources for open space planning, incorporating open space planning into this rezoning process is an essential opportunity that can help to ensure future open space needs are met. City Fabrick has led several of the City of Long Beach recent park planning efforts at the community-wide scale, some of which have won awards for design and public participation. City Fabrick believes that our team can successfully accomplish a community-driven open space planning effort that is aligned with the ACZIP zoning improvements.

Task Matrix

TASK		 LONG BEACH FORWARD Community. Power. Justice.	 United Cambodian Community គ្រួសារកម្ពុជា	 WALK LONG BEACH	
A.0	LEAD	SUPPORT	SUPPORT	SUPPORT	SUPPORT
A.1	SUPPORT				SUPPORT
A.2	SUPPORT				SUPPORT
A.3	SUPPORT	SUPPORT	SUPPORT	SUPPORT	
A.4	LEAD	SUPPORT	SUPPORT	SUPPORT	SUPPORT
A.5	LEAD	SUPPORT	SUPPORT	SUPPORT	
A.6	LEAD	SUPPORT	SUPPORT	SUPPORT	SUPPORT
A.7	LEAD				
B.1	LEAD	SUPPORT	SUPPORT	SUPPORT	SUPPORT

Thank You.



EXHIBIT "B"

Rates or Charges

Cost Proposal

	A.0	A.1	A.2	A.3	A.4	A.5	A.6	A.7	B.1	Adjusted (7/18/2021)
City Fabricck	Coordination	Land Use Analysis	Market Analysis	Develop Zoning	Public Outreach	Branding, Tools	Public Events	Outreach Support	Empowerment	\$916
LB Forward	\$8,220	\$2,910	\$2,640	\$10,080	\$10,380	\$9,330	\$16,140	\$5,520	\$24,930	\$90,150
UCC	\$2,200	\$0	\$0	\$1,760	\$1,760	\$2,640	\$7,080	\$0	\$11,960	\$248
Walk LB	\$4,040	\$0	\$0	\$3,160	\$1,320	\$3,760	\$4,740	\$0	\$15,200	\$32,220
Fair & Piers	\$900	\$0	\$0	\$1,500	\$1,200	\$0	\$2,400	\$0	\$2,400	\$100
TOTAL	\$2,380	\$11,220	\$17,200	\$0	\$1,440	\$0	\$1,140	\$0	\$1,140	\$34,320
Direct Costs (adjusted)	\$17,740	\$14,130	\$19,940	\$16,500	\$15,800	\$15,730	\$31,500	\$5,520	\$55,630	\$192,000
GRAND TOTAL BUDGET										\$199,990

Event Food and Event Promot	\$3,500
Printing Material Costs	\$4,000
Additional Document Translatio	\$4,000
Community Leadership Develo	\$8,000

For workshops of 25-30 people \$3,000 for food will cover about 6 events at \$50 per event. Food is a vital community outreach need and will be necessary for in-person events when it's safe to do so. For virtual events, \$500 can cover 25 \$20 Grabhub gift cards.

Optional Tasks	A.5 Interactive Mapping	A.6 Demonstration pr	A.6 Storefront studio,	A.6 Community Projec	B1. Establish a govern	B1. Four trainings an	B1. Open Space Plan
City Fabricck	\$6,840	\$7,080	\$7,440	\$7,080	\$3,600	\$5,040	\$74,100
LB Forward	\$0	\$1,760	\$0	\$1,760	\$1,760	\$1,760	\$4,400
UCC	\$0	\$5,520	\$0	\$6,320	\$2,880	\$3,680	\$10,300
Walk LB	\$0	\$300	\$0	\$1,200	\$300	\$4	\$1,200
Fair & Piers	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$6,840	\$14,660	\$7,440	\$16,360	\$8,540	\$10,484	\$90,000

EXHIBIT “C”

City’s Representative:

Director of Development Services or Designee

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT "E"

Consultant's Key Employee:

Brian Ulaszewski

brian@cityfabrick.org

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