

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

AGREEMENT

36237

THIS AGREEMENT is made and entered, in duplicate, as of February 17, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 15, 2022, by and between IMMIGRANT DEFENDERS LAW CENTER, a California nonprofit corporation ("Contractor"), with a place of business at 634 S. Spring Street, 10th Floor, Los Angeles, California, 90014, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with legal representation to immigrants under the Long Beach Justice Fund ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", and incorporated by this reference, and 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-2", 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, not to exceed TWO HUNDRED FIFTEEN THOUSAND Dollars (\$215,000), at the rates or charges shown in Exhibit "B".

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

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

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

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

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

2. TERM. The term of this Agreement shall commence at midnight on October 1, 2021, and shall terminate at 11:59 p.m. on September 20, 2022, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3. COORDINATION AND ORGANIZATION.

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

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

4. INDEPENDENT CONTRACTOR. In performing its services,

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

12 5. INSURANCE.

13 A. As a condition precedent to the effectiveness of this  
14 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
15 duration of this Agreement, from insurance companies that are admitted to write  
16 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
17 Company or from authorized non-admitted insurance companies subject to Section  
18 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
19 by A.M. Best Company, the following insurance:

20 (a) Commercial general liability insurance (equivalent in scope to  
21 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
22 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
23 coverage shall include but not be limited to broad form contractual liability,  
24 cross liability, independent contractors liability, and products and completed  
25 operations liability. City, its boards and commissions, and their officials,  
26 employees and agents shall be named as additional insureds by  
27 endorsement (on City's endorsement form or on an endorsement equivalent  
28 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

1 shall contain no special limitations on the scope of protection given to City,  
2 its boards and commissions, and their officials, employees and agents. This  
3 policy shall be endorsed to state that the insurer waives its right of  
4 subrogation against City, its boards and commissions, and their officials,  
5 employees and agents.

6 (b) Workers' Compensation insurance as required by the California  
7 Labor Code and employer's liability insurance in an amount not less than  
8 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
9 its right of subrogation against City, its boards and commissions, and their  
10 officials, employees and agents.

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

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

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

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

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

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

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

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

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

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

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

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

26           9.    OWNERSHIP OF DATA. All materials, information and data  
27 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
28 with this Agreement, including but not limited to documents, estimates, calculations,

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

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

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

27           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
28 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

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

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

19           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
20 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
21 amounts the payment of which may be in dispute or that are necessary to compensate the  
22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
24 performing or failing to perform Contractor's obligations under this Agreement. In the event  
25 that any claim is made by a third party, the amount or validity of which is disputed by  
26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
27 City may withhold from any payment due, without liability for interest because of the  
28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
2 indemnify and protect the City as elsewhere provided in this Agreement.

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

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

20 17. PREVAILING WAGES.

21 A. Consultant agrees that all public work (as defined in California  
22 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
23 Work"), if any, shall comply with the requirements of California Labor Code sections  
24 1770 *et seq.* City makes no representation or statement that the Project, or any  
25 portion thereof, is or is not a "public work" as defined in California Labor Code  
26 section 1720.

27 B. In all bid specifications, contracts and subcontracts for any  
28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

1 wages and the general prevailing rate for holiday and overtime work in this locality  
2 for each craft, classification or type of worker needed to perform the Public Work,  
3 and shall include such rates in the bid specifications, contract or subcontract. Such  
4 bid specifications, contract or subcontract must contain the following provision: "It  
5 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
6 wages to all workers employed by the contractor in the execution of this contract.  
7 The contractor expressly agrees to comply with the penalty provisions of California  
8 Labor Code section 1775 and the payroll record keeping requirements of California  
9 Labor Code section 1771."

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

13 19. INDEMNITY.

14 A. Consultant shall indemnify, protect and hold harmless City, its  
15 Boards, Commissions, and their officials, employees and agents ("Indemnified  
16 Parties"), from and against any and all liability, claims, demands, damage, loss,  
17 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
18 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
19 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
20 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
21 any of its obligations contained in this Agreement, including all applicable federal  
22 and state labor requirements including, without limitation, the requirements of  
23 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
24 omissions or misrepresentations committed by Consultant, its officers, employees,  
25 agents, subcontractors, or anyone under Consultant's control, in the performance  
26 of work or services under this Agreement (collectively "Claims" or individually  
27 "Claim").

28 B. In addition to Consultant's duty to indemnify, Consultant shall

1 have a separate and wholly independent duty to defend Indemnified Parties at  
2 Consultant's expense by legal counsel approved by City, from and against all  
3 Claims, and shall continue this defense until the Claims are resolved, whether by  
4 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
5 breach, or the like on the part of Consultant shall be required for the duty to defend  
6 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
7 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
8 in the defense.

9 C. If a court of competent jurisdiction determines that a Claim was  
10 caused by the sole negligence or willful misconduct of Indemnified Parties,  
11 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
12 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
13 percentage of willful misconduct attributed by the court to the Indemnified Parties.

14 D. The provisions of this Section shall survive the expiration or  
15 termination of this Agreement.

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

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

25 22. NONDISCRIMINATION.

26 A. In connection with performance of this Agreement and subject  
27 to applicable rules and regulations, Contractor shall not discriminate against any  
28 employee or applicant for employment because of race, religion, national origin,

1 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
2 disability. Contractor shall ensure that applicants are employed, and that employees  
3 are treated during their employment, without regard to these bases. These actions  
4 shall include, but not be limited to, the following: employment, upgrading, demotion  
5 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
6 or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

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

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

21 26. WAIVER. The acceptance of any services or the payment of any  
22 money by City shall not operate as a waiver of any provision of this Agreement or of any  
23 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
24 Agreement shall not constitute a waiver of any other or subsequent breach of this  
25 Agreement.

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

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

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

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

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

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

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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.

IMMIGRANT DEFENDERS LAW CENTER,  
a California nonprofit

\_\_\_\_\_ March 2, 2022

By   
Name Lindsay Toczykowski  
Title Executive Director

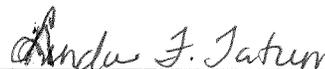
\_\_\_\_\_ March 2, 2022

By   
Name Susan Alva  
Title Associate Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 11, 2022

By   
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on March 10th, 2022.

CHARLES PARKIN, City Attorney

By   
Anita Lakhani, Deputy City Attorney

# EXHIBIT “A-1”



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number CM21-078**  
**For**  
**The Long Beach Justice Fund**

Release Date:	08/19/2021
Questions Due to the City:	08/26/2021
Posting of the Q & A:	08/31/2021
Due Date:	09/09/2021

*City Contact: Tommy Ryan*

*Buyer*

*562-570-5664*

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2016 0919



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### **EXHIBITS**

- 1 NARRATIVE QUESTIONNAIRE
- 2 COST TEMPLATE

### **ATTACHMENTS**

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H INSURANCE REQUIREMENTS



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## 1. OVERVIEW OF PROJECT

The City of Long Beach (City) is committed to protecting the rights of its immigrant and refugee residents, who are a vital part of the community. Therefore, the Long Beach City Council adopted the Long Beach Values Act on March 13, 2018 and requested that City staff investigate the establishment of a legal defense fund for Long Beach residents facing the threat of deportation. Consequently, the City, along with 21 other jurisdictions across the country, joined the Safety and Fairness for Everyone (SAFE) Cities Initiative, and the Long Beach Justice Fund (LBJF) was created to provide funding for trained legal service providers to represent immigrants facing deportation proceedings.

Beginning October 31, 2021, the City's Office of Equity will take an expanded role which will include coordinating the direct implementation of the LBJF. The Office of Equity will be responsible for the procurement and oversight of 1) a non-profit / community-based organization (CBO) legal services provider to provide direct legal representation to immigrants facing removal, and 2) a non-profit / CBO community connection service provider to provide outreach, education, and other coordination services. Both organizations will provide different services but work together.

The LBJF has \$275,000 available to be awarded to non-profit CBOs. Up to \$215,000 of the total funding will be prioritized for the legal services provider, and the remaining \$60,000 of the funding will be prioritized for community connection services. The City anticipates awarding contracts to two organizations, one for each service.



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## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Contractor</b>	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Office of Equity
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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### **3.1 SCOPE OF PROJECT - LEGAL SERVICES PROVIDER (LSP)**

The awarded legal services provider (LSP) contractor will provide direct legal representation to immigrants facing removal and venued at the Los Angeles Immigration Courts, Van Nuys Immigration Court, or detained at the Adelanto or High Desert Detention Facilities. To be eligible for representation under the LBJF, an individual must at the time of the initiation of representation:

- a. Earn 200% or less of federal poverty guidelines,
- b. Be unrepresented by counsel,
- c. Have ties to Long Beach, or if detained have been a resident or employed in Long Beach immediately prior to detention by ICE; and
- d. Be in removal proceedings or detained and in removal proceedings. When capacity is limited, representation for people in detention will be prioritized. When capacity allows, representation for people who have a final order of removal is permitted if a motion to reopen removal proceedings is appropriate.

Representation under this program will be provided under the universal representation model, which means that representation is offered to as many clients as the funding allows for while ensuring person centered, zealous representation, who meet the requirements specified above, without conducting a preliminary assessment of the merits of the case (post-order representation is exempt from the merits-blind requirement). The LSP will propose a plan for intaking clients and offering representation under this model. If the client obtains a change of venue outside of immigration courts in the greater Los Angeles area (including Adelanto or High Desert), they will be required to seek other counsel. Withdrawal from representation is permitted in this circumstance, and when required for legal or ethical reasons. Additional representation services for post-conviction relief, federal habeas corpus, or post-BIA appeals are not mandated by this contract but are encouraged when merited by the issues involved. The awarded LSP shall:

- Provide representation at all stages of immigration court proceedings, including master calendar hearings, bond proceedings, competency hearings, merits hearings, a motion to reopen a final order of removal, state courts for SIJ predicate orders as applicable, USCIS applications and proceedings related to being granted relief from removal, and BIA appeals;
- Provide representation through the disposition of the case, including those cases that will be completed after the contract period;
- Coordinate with the community connection service provider to provide updates on the disposition of referrals to the extent allowed by attorney-client confidentiality requirements;
- Attend quarterly meetings with the Justice Fund Oversight Committee;
- Provide monthly updates to the Office of Equity point of contact; and
- Provide data monthly to the Vera Institute of Justice for purposes of annual reports, and generally coordinate and cooperate with Vera for data and narrative story collection for the reports.



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The ideal LSP provider should have and demonstrate:

- Expertise in immigration law, including experience in removal defense, detention work, and a broad variety of case types;
- Experience in training and supervising attorneys representing individuals in removal proceedings;
- Prior experience in program development and management, including data collection and reporting;
- Past performance under prior contracts/grants for related project services;
- A track record of productive collaboration with government agencies;
- A track record of collaborating with community-based organizations and others that provide services to detained immigrants, including psychological, occupational, language, educational, health and housing services;
- The ability to initiate services promptly after contract award and the proposed number of cases that the applicant organization proposes to represent;
- Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages; and
- Documentation showing status as a non-profit / CBO.

### **3.2 SCOPE OF PROJECT - COMMUNITY CONNECTION SERVICE PROVIDER**

The awarded community connection service provider will work cooperatively with the awarded LSP to provide:

- Outreach and education about legal services (know your rights and awareness of the fund, who can benefit, etc.);
- Conduct intake process (obtain and track basic eligibility information) to assess needs and make referrals to the LSP;
- Coordinate communication between LSP, detained individuals, and family members;
- Monitor status of case and follow-up/track referrals. Facilitate linkages to legal representation and comprehensive support services (including but not limited to food, housing, financial assistance, additional legal services/resources);
- Develop reporting mechanism to provide ongoing communication with the City and other stakeholders, including the number of people served, the types of services provided, opportunities for strengthening collaboration;
- Integrate community members into leadership development opportunities to strengthen community participation;
- Maintain close communication with LSP and the City regarding capacity and referrals;
- Attend quarterly meetings with the Justice Fund Oversight Committee;
- Provide monthly updates to the Office of Equity point of contact; and
- Documentation showing status as a non-profit / CBO.



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#### 4. **SUBMITTAL INSTRUCTIONS**

4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM on 08/26/21. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

#### 4.2 RFP Timeline (times indicated are Pacific Time)

<b><u>TASK</u></b>	<b><u>DATE/TIME</u></b>
Deadline for submitting questions	08/26/21 by 11:00 AM
Answers to all questions submitted available	08/31/21 by 11:00 AM
Deadline for submission of proposals	09/09/21 by 11:00 AM
Evaluation period	September 2021
Selection of Contractor	September 2021

***NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.***

#### 4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.



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RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 AM (PT) on 09/09/21.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.



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4.11 A responsive proposal will include the completed and executed in full by the Consultant of the following:

- **Narrative / Technical Proposal** – including signed **RFP Cover Page and Exhibit 1.**
- **Cost Proposal – Exhibit 2**
- **Financial Stability** – acceptable submittal types of financial stability are Financial Statement or Annual Report, Business tax return, or Statement of income and related earnings and a balance sheet. See Section 9.1
- **Attachments** - each of the following must be completed and executed in full by the Contractor and provided in this section:
  - Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted.
  - Attachment C – Statement of Non-Collusion, signed and dated.
  - Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated.
  - Attachment E – Contractor's W-9 and completed Vendor Application Form
  - Attachment F – Secretary of State Registration. Contractors must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
  - Attachment G – Completed, signed, and dated Equal Benefits Ordinance Compliance Forms (EBO) – the EBO disclosure form and the certificate of compliance questionnaire forms.
- **Addenda** (if applicable)



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## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals from LSPs shall be consistently evaluated based upon the following criteria:
  - 5.1.1 Demonstrated competence, including expertise in immigration law;
  - 5.1.2 Experience in performance of comparable engagements, including working with government agencies and community-based organizations;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages;
  - 5.1.5 Financial stability;
  - 5.1.6 Conformance with the terms of this RFP; and
  - 5.1.7 Reasonableness of cost.
  
- 5.2 Proposals from community connection service providers shall be consistently evaluated based upon the following criteria:
  - 5.2.1 Organizational capacity to assess and process cases for referral to the awarded LSP;
  - 5.2.2 Ability to collect and report relevant data to stakeholders;
  - 5.2.3 A demonstrated track record of productive collaboration with government agencies;
  - 5.2.4 Prior experience and familiarity with the immigrant population in the City;
  - 5.2.5 The ability to initiate services promptly after contract award and the proposed number of cases that the LSP proposes to represent;
  - 5.2.6 Experience in performance of comparable engagements;
  - 5.2.7 Expertise and availability of key personnel;
  - 5.2.8 Staff language capacity in English and Spanish or Khmer and an articulated plan to work with individuals speaking other languages.
  - 5.2.9 Financial stability;
  - 5.2.10 Conformance with the terms of this RFP; and
  - 5.2.11 Reasonableness of cost.
  
- 5.3 Proposals shall be kept confidential until a contract is awarded.
  
- 5.4 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
  
- 5.5 The City reserves the right to request clarification of any proposal term from prospective Contractors.
  
- 5.6 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and



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not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

- 5.7 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.



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#### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

#### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

### 7. **PROJECT SPECIFICATIONS**

See Section 3, Scope of Work.

### 8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

### 9. **COMPANY BACKGROUND AND REFERENCES**

#### 9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.



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- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## 9.2 Subcontractor Information

### 9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.



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### 9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## 10. **COST**

See Exhibit 2.

## 11. **BONDS**

Not applicable.

## 12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the



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Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.



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- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with



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Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.



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### **13. TERMS, CONDITIONS AND EXCEPTIONS**

- 13.1 This contract will be for a period of 12 months with one annual renewal option at the discretion of the City. The contract term will not exceed 24 months.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.



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- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or



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investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.



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

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

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

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

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.



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

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



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## Exhibit 1

### Narrative Questionnaire

#### Narrative Questionnaire – Legal Service Provider

If you are responding to this Request for Proposal (RFP) as a Legal Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization's qualifications as outlined in the Evaluation Criteria (Section 5.1 of the RFP). In particular, please detail your organization's experience representing immigrants in removal proceedings for the last three years. List in the table below the number of Section 240 detained and non-detained removal cases for which your organization undertook representation in each of 2018, 2019, and 2020 years and the court locations where those cases were pending at the inception of representation.

Year	Detained <i>Number (by court location[s])</i>	Not Detained <i>Number (by court location[s])</i>
2018		
2019		
2020		

2. Describe your plan for intaking clients. Be specific as to how you will come into contact with clients for the first time (e.g., detention center legal orientation program (LOP), detention hotline, community referrals) and how the case will be selected for representation. Which detention facility(ies) will you serve? Please describe what, if any, prior relationships you have with area detention centers that will help facilitate your program. Organizations should propose a plan for intaking and offering representations to people that is consistent with the principle of universal representation of those eligible under this contract. Please describe how your program will incorporate community referrals into your intake plan.
3. Describe your proposed program model for representing detained immigrants. Please specify how you plan to serve eligible clients and how your organization will provide a zealous and person-centered legal defense for the entire scope of the case, including for clients who are released from detention and whose cases may be pending beyond the current grant year. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs



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and/or how you plan to address these needs when the program is at full scale. Finally, please describe how you will conduct intakes and work with clients who speak a language for which you do not have in-house capacity.

4. What is your staffing plan for your program? Please describe the positions you plan to fill and the responsibilities each will have in the program. Please attach the CVs and bar numbers of the attorneys who will lead the contracted work, and document American Immigration Lawyers Association (AILA) membership or other evidence of immigration law experience.
5. How many clients do you anticipate representing with the total public funding and the anticipated breakdown between detained and non-detained representation? Please specify the assumptions - including the status of detention center/ rates of detention / status of non-detained docket - that you are relying on to reach this number and estimated breakdown. Please respond based on client served, rather than case (i.e. if you represent someone on bond and merits, that is one client represented, not two cases). Please describe how your program plans to pace the initiation of representation for this number of clients to manage staff capacity.
6. What is start date for providing immigrant legal representation in your jurisdiction? Please describe your program implementation timeline. Please indicate if you have already hired staff to work under this funding. Indicate if you have already started providing legal services. If you have not hired staff, please indicate your expected timeline to staff up and start accepting clients under this funding. Please describe how your program will collaborate and engage with key community stakeholders to educate the community about the program.
7. Please describe how your organization plans to grow and sustain your publicly funded program over the next two years. Please include information about the organizations, coalitions, and/or public figures in your jurisdiction who are supportive of the universal representation program and who are critical to building public support for the program. Please also include information regarding how you will engage clients, family members, and immigrant community members in your efforts to raise awareness and grow your program and how impacted communities will become aware of your work.
8. The Vera Institute of Justice has created a secure online database and will be collecting data on the legal services performed by the LSPs for the purposes of program management and reporting. Please indicate your willingness and plan to cooperate with Vera's data collection efforts. Please indicate which staff will be inputting data on to the database and how often this will be done. Also indicate which staff will be finalizing the submission of the data to Vera. Specifically address your organization's capabilities to continue to report on all cases represented by your organization under this grant through the ultimate dispositions of those cases, some of which will inevitably continue long after the end date of the subcontract.
9. Provide a Budget Narrative to accompany your Budget Worksheet (see template). Narratives should describe each line item in the budget. In other words, you should list every staff person included in the Personnel section of the Budget Worksheet and briefly describe their duties.



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For the Other than Personnel Expenses (OTPE) line items, please briefly describe each item and what is included in your calculation so that it is clear what is being covered by subcontract funds. Budget's should be prepared based on a one-time payment for the cases listed in Question 5.

10. Please attach your organization's operating budget for the current fiscal year.
11. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.



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## **Narrative Questionnaire – Community Connection Service Providers**

If you are responding to this Request for Proposal (RFP) as a Community Connection Service Provider, please provide your narrative responses to the following questions:

1. Describe, generally, your organization's qualifications as outlined in the Evaluation Criteria (Section 5.2 of the RFP).
2. Describe your plan for intaking and referring clients to the partnering Legal Service Provider.
3. What is your staffing plan for your program? Please describe the position(s) you plan to fill and the responsibilities they will have in the program. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs and/or how you plan to address these needs when the program is at full scale.
4. Provide a Budget Narrative to accompany your Budget Worksheet (see template).
5. Please attach your organization's operating budget for the current fiscal year.
6. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services.



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## Exhibit 2

### Cost Templates

#### Legal Service Provider Budget Template

<b>Organization:</b>			
<b>Address:</b>			
<b>Date Prepared:</b>			
<b>Prepared By:</b>			
<b>SAMPLE Staff Expenses</b>			
	<i>Position Examples</i>	<i>% FTE</i>	<i>Total</i>
	Supervising Attorney		
	Senior Staff Attorney		
	Staff Attorney		
	Social Worker		
	Legal Assistant		
	Other		
<b>TOTAL STAFF EXPENSES</b>			
<b>SAMPLE Non-Staff Expenses</b>			
Overhead (rent, utilites etc.)- or each item can be separate			
Interpretation/Translation			
Travel			
Insurance			
Equipment, Materials & Supplies			
Other			
<b>TOTAL NON-STAFF EXPENSES</b>			
<b>TOTAL BUDGET</b>			



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**Community Connection Service Provider Budget Template**

<b>Organization:</b>			
<b>Address:</b>			
<b>Date Prepared:</b>			
<b>Prepared By:</b>			
<b>SAMPLE Staff Expenses</b>			
<i>Staff Name</i>	<i>Position Examples</i>	<i>% FTE</i>	<i>Total</i>
	Referral/Outreach Supervisor/Manager		
	Referral/Outreach Coordinator		
	Other		
<b>TOTAL STAFF EXPENSES</b>			
<b>SAMPLE Non-Staff Expenses</b>			
Overhead (rent, utilites etc.)- or each item can be separate			
Interpretation/Translation			
Travel			
Insurance			
Equipment, Materials & Supplies			
Other			
<b>TOTAL NON-STAFF EXPENSES</b>			
<b>TOTAL BUDGET</b>			





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## **Attachment B**

# **PRO-FORMA AGREEMENT**

[ATTACHED FOR REFERENCE ONLY; TO BE COMPLETED UPON CONTRACT AWARD].



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 the City.

4 2. TERM. The term of this Agreement shall commence at midnight on  
5 \_\_\_\_\_, 20\_\_, and shall terminate at 11:59 p.m. on \_\_\_\_\_, 20<sup>19</sup>, unless sooner  
6 terminated as provided in this Agreement, or unless the services or the Project is  
7 completed sooner.

8 3. COORDINATION AND ORGANIZATION.

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

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

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

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

6 5. INSURANCE.

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

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

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

iii. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

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

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

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

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

1 commencing on the date this Agreement expires or is terminated.

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

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

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

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

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

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

25 9. OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed, or assembled by Consultant or furnished to Consultant in connection  
27 with this Agreement, including but not limited to documents, estimates, calculations,  
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material, and  
2 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
3 and City shall have the unrestricted right to use and disclose the Data in any manner and  
4 for any purpose without payment of further compensation to Consultant. Copies of Data  
5 may be retained by Consultant but Consultant warrants that Data shall not be made  
6 available to any person or entity for use without the prior approval of City. This warranty  
7 shall survive termination of this Agreement for five (5) years.

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

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

26           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

23 15. LAW. This Agreement shall be governed by and construed pursuant  
24 to the laws of the State of California (except those provisions of California law pertaining  
25 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and  
26 regulations of and obtain all permits, licenses, and certificates required by all federal, state  
27 and local governmental authorities.

28 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other  
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 17. INDEMNITY.

4 A. Consultant shall indemnify, protect and hold harmless City, its  
5 Boards, Commissions, and their officials, employees and agents ("Indemnified  
6 Parties"), from and against any and all liability, claims, demands, damage, loss,  
7 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
8 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
9 in connection with (1) Consultant's breach or failure to comply with any of its  
10 obligations contained in this Agreement, or (2) negligent or willful acts, errors,  
11 omissions or misrepresentations committed by Consultant, its officers, employees,  
12 agents, subcontractors, or anyone under Consultant's control, in the performance  
13 of work or services under this Agreement (collectively "Claims" or individually  
14 "Claim").

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

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

1 D. To the extent this Agreement is a professional service  
2 agreement for work or services performed by a design professional (architect,  
3 landscape architect, professional engineer or professional land surveyor), the  
4 provisions of this Section regarding Consultant's duty to defend and indemnify shall  
5 be limited as provided in California Civil Code Section 2782.8, and shall apply only  
6 to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or  
7 willful misconduct of the Consultant.

8 E. The provisions of this Section shall survive the expiration or  
9 termination of this Agreement.

10 18. AMBIGUITY. In the event of any conflict or ambiguity between this  
11 Agreement and any Exhibit, the provisions of this Agreement shall govern.

12 19. NONDISCRIMINATION.

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

22 B. It is the policy of City to encourage the participation of  
23 Disadvantaged, Minority and Women-owned Business Enterprises in City's  
24 procurement process, and Consultant agrees to use its best efforts to carry out this  
25 policy in its use of subconsultants and contractors to the fullest extent consistent  
26 with the efficient performance of this Agreement. Consultant may rely on written  
27 representations by subconsultants and contractors regarding their status.  
28 Consultant shall report to City in May and in December or, in the case of short-term

1 agreements, prior to invoicing for final payment, the names of all subconsultants  
2 and contractors hired by Consultant for this Project and information on whether or  
3 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
4 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

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

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

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

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

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

11 22. COPYRIGHTS AND PATENT RIGHTS.

12 A. Consultant shall place the following copyright protection on all  
13 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

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

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

25 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
26 that Consultant has not employed or retained any entity or person to solicit or obtain this  
27 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
28 commission, or other monies based on or from the award of this Agreement. If Consultant

1 breaches this warranty, City shall have the right to terminate this Agreement immediately  
2 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
3 due under this Agreement or otherwise recover the full amount of the fee, commission, or  
4 other monies.

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

10           25. CONTINUATION. Termination or expiration of this Agreement shall  
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
12 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

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

24           28. AUDIT. City shall have the right at all reasonable times during the  
25 term of this Agreement and for a period of five (5) years after termination or expiration of  
26 this Agreement to examine, audit, inspect, review, extract information from, and copy all  
27 books, records, accounts, and other documents of Consultant relating to this Agreement.

28           29. THIRD PARTY BENEFICIARY. This Agreement is not intended or

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

1 designed to or entered for the purpose of creating any benefit or right for any person or  
2 entity of any kind that is not a party to this Agreement.

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

5 (NAME OF CONSULTANT)  
6 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
7 Name \_\_\_\_\_  
8 Title \_\_\_\_\_

9 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
10 Name \_\_\_\_\_  
11 Title \_\_\_\_\_

11 "Consultant"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 \_\_\_\_\_, 20\_\_ By \_\_\_\_\_  
15 City Manager

16 "City"

17 This Agreement is approved as to form on \_\_\_\_\_, 20\_\_.

18 CHARLES PARKIN, City Attorney

19 By \_\_\_\_\_  
20 Deputy

21  
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28



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

---

Authorized signature and date

---

Print Name & Title



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

\_\_\_\_\_  
Business/Contractor/Agency

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

r20141001



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the  
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]





City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## VENDOR APPLICATION FORM

Company Name  
 (same as line 1 on W9):

DBA Name  
 (same as line 2 on W9):

Federal Tax ID Number (or SSN): leave blank if not applicable  
 required (this number is a fed tax ID:  SSN:

Web Address:

Purchase Order Address:

Attn:

City:

State: Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

If 'remit to' address is the same as the purchase order address, put SAME in first box only

'Remit to' Address :

Attn:

City:

State: Zip Code:

Contact Name:

Email:

Phone Number:

Fax:

Toll Free:

Type of Ownership:

Individual     Partnership     Corporation     LLC     Nonprofit     Government

Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)

MBE     WBE     Local     DBE     Certified SBE     Certified Micro

State certification number.



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## Attachment F

### Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

**Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:**

[www.kepler.sos.ca.gov/](http://www.kepler.sos.ca.gov/)

The screenshot shows a web browser window with the URL <http://kepler.sos.ca.gov/>. The browser's address bar shows "Business Search - Bu...". The page header features the California Secretary of State Alex Padilla's name and the motto "All people Liberty Speak without discrimination". Navigation links include "Business Programs", "Notary & Authentications", "Elections", "Campaign & Lobbying", "State Archives", and "Registries".

The main content area is titled "Business Search" and contains the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:  
 Corporation Name  Limited Liability Company/Limited Partnership Name  Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

The left sidebar contains a navigation menu with the following items:

- Business Entities (BE)
- Online Services
  - E-File Statements of Information for Corporations
  - Business Search
  - Processing Times
  - Disclosure Search
- Main Page
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information
- Resources
  - Business Resources
  - Tax Information
  - Starting A Business
- Customer Alerts
  - Business Identity Theft
  - Misleading Business Solicitations

## **Attachment G**

### **Equal Benefits Ordinance (EBO)**

## EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. \_\_\_\_ Yes \_\_\_\_ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? \_\_\_\_ Yes \_\_\_\_ No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
\_\_\_\_ Yes \_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
\_\_\_\_ Yes \_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? \_\_\_\_ Yes \_\_\_\_ No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:  
  
\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or  
  
\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment H

### Insurance Requirements

CONTRACTOR = LEGAL SERVICES PROVIDER (LSP)

INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS COMMISSIONS AND BOARDS, AND THEIR OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LIABILITY, LOSS, LIENS, DAMAGE, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR IN ANY WAY CONNECTED OR ALLEGED TO BE CONNECTED WITH CONTRACTOR'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND FROM ANY ACT OR OMISSION, WILLFUL MISCONDUCT, OR NEGLIGENCE (ACTIVE OR PASSIVE) BY OR ALLEGED TO BE BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS EITHER AS A SOLE OR CONTRIBUTORY CAUSE, SUSTAINED BY ANY PERSON OR ENTITY (INCLUDING EMPLOYEES OR REPRESENTATIVES OF CITY OR CONTRACTOR). THE FOREGOING SHALL NOT APPLY TO CLAIMS OR CAUSES OF ACTION CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS COMMISSIONS AND BOARDS, OR THEIR OFFICIALS, EMPLOYEES, OR AGENTS.

**INSURANCE.** As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents**.
- (c) If use of vehicles is part of the scope (e.g., transporting clientele), Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

(d) Professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

**Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.**

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

[CONTRACTOR = COMMUNITY CONNECTION SERVICE PROVIDER]

**INSURANCE.** As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If vulnerable clientele (such as minors) are served, such insurance shall not exclude coverage for abuse and molestation.



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

- (b) As applicable, workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents.**
- (c) If use of vehicles is part of the scope of services, for example, in distributing supplies or transporting clientele, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and its officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

**Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.**

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

# EXHIBIT "A-2"



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number CM21-078**  
**For**  
**The Long Beach Justice Fund**

Release Date:	06/18/2021
Questions Due to the City:	06/29/2021
Posting of the Q & A:	07/13/2021
Due Date:	07/27/2021

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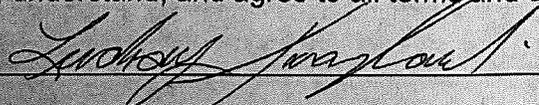
*City Contact: Tommy Ryan* *Buyer* *562-570-5664*

**See Section 4 for instructions on submitting proposals.**

Company Name Immigrant Defenders Law Center Contact Person Renee Garcia  
 Address 634 S. Spring St.10th Floor City Los Angeles State CA Zip 90042  
 Telephone (213) 634-0999 Fax (      )                      Federal Tax ID No.                       
 E-mail: rgarcia@immdef.org

Prices contained in this proposal are subject to acceptance within ASAP calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 6/25/21

Signed 

Print Name & Title Lindsay Toczyłowski, Executive Director

Rev 2016 0919

## Exhibit 1 Narrative Questionnaire

Narrative Questionnaire – Legal Service Provider If you are responding to this Request for Proposal (RFP) as a Legal Service Provider, please provide your narrative responses to the following questions:

**1. Describe, generally, your organization’s qualifications as outlined in the Evaluation Criteria (Section 5.1 of the RFP). In particular, please detail your organization’s experience representing immigrants in removal proceedings for the last three years. List in the table below the number of Section 240 detained and non-detained removal cases for which your organization undertook representation in each of 2018, 2019, and 2020 years and the court locations where those cases were pending at the inception of representation.**

Year	Detained Number (by court location[s])	Non Detained (by court location[s])
2018	458 (Adelanto, Theo Lacy, Musick)	659
2019	532 (Adelanto, Golden State Annex, Imperial, Otay Mesa)	758
2020	648 (Adelanto, Golden State Annex, Imperial, Otay Mesa, Desert View)	972

Immigrant Defenders Law Center (ImmDef) is a next-generation social justice law firm that defends our immigrant communities against injustices in the legal system. We envision a future where no immigrant will be forced to face immigration court alone. Our programs are a first step towards the long-term goal of providing universal representation to all immigrants facing deportation. Our organization was founded in 2015 by a group of experienced public interest immigration lawyers and our rapid growth is a testament to the need for our services in the communities we serve. Since our humble beginnings in our founder’s living rooms, our team has grown from a handful of attorneys to 98 dedicated staff members including 46 attorneys/representatives. We have expanded our office locations to respond to the needs of our clients and currently have offices in Los Angeles, Adelanto, Riverside, Santa Ana, and San Diego. ImmDef has grown to become the largest non-profit, *pro bono* provider of deportation defense in California. In 2019 our annual budget of \$6.5 million allowed us to provide full-scale deportation defense and legal education classes to approximately 2,600 adults and children in Southern California.

Our programs include a **Children’s Representation Project** for unaccompanied children, refugees, and foster youth; a **Detained Youth Empowerment Project** that provides classes, legal screenings, and representation to children detained by the government in youth shelters; **Family Unity Project** reuniting and providing comprehensive legal services to families who were separated as a result of the 2018 Zero Tolerance Policy or other ICE enforcement actions, **Post-Conviction Relief Program** where we challenge unlawful criminal convictions for immigrants facing deportation, a **Litigation & Advocacy Team** launched in 2019 to expand our appellate advocacy and participation in strategic litigation to dismantle the system that seeks to deport our clients; targeted **Local Justice Fund Programs** in the Long Beach, Santa Ana, Los Angeles, and Inland Empire areas that protect our communities and families against aggressive ICE enforcement; our **National Qualified Representatives Project** that serves immigrants with mental health disabilities to ensure due process and fairness in

their immigration court proceedings, and finally our **Cross-Border Initiative** where we advocate daily for the human rights of asylum-seekers who have been forced back into Mexico as part of the cruel Migrant Persecution Protocols program. In 2019 ImmDef launched its **Litigation and Advocacy Project** to leverage our expertise from our direct services work to pursue litigation and advocacy strategies that have wide-reaching impact beyond ImmDef's client population.

As part of ImmDef's removal defense legal services, ImmDef represents immigrant clients in removal proceedings, bond proceedings, credible fear / reasonable fear expedited removal proceedings, and the MPP removal proceedings. Additionally, ImmDef will represent clients in a wide variety of immigration applications before USCIS and EOIR, including but not limited to:

- 212(c) Waivers
- 42A-Cancellation for LPRs
- 42B-Cancellation for Non-LPRs
- Admin closure – prosecutorial discretion
- Asylum
- CAT Deferral
- CAT Withholding
- I-130 Family Based Immigration
- Special Immigrant Juvenile Status
- Special Immigrant Juvenile Status Adjustment of Status
- Termination of Proceedings (and Motions to Suppress)
- T-Visa
- U-Visa
- VAWA Cancellation of Removal
- VAWA Self-Petitions (I-360)
- Voluntary Departure
- Withholding of Removal
- 

**2. Describe your plan for intaking clients. Be specific as to how you will come into contact with clients for the first time (e.g., detention center legal orientation program (LOP), detention hotline, community referrals) and how the case will be selected for representation. Which detention facility(ies) will you serve? Please describe what, if any, prior relationships you have with area detention centers that will help facilitate your program. Organizations should propose a plan for intaking and offering representations to people that is consistent with the principle of universal representation of those eligible under this contract. Please describe how your program will incorporate community referrals into your intake plan.**

Our intake plan consists of receiving referral, contacting the potential clients, and then formalizing our representation. ImmDef receives referrals from partner organizations, our general phone line, through our website, social media accounts, and through staff who have existing clients needing representation for their family members. Once we receive a referral, our team will contact the potential clients through a telephone call or email, depending on the source of referral and how the potential clients have come in contact with our office. During the intake, we confirm whether or not the potential clients meet the Justice Fund's residency and income requirement, and whether or not they are at risk of deportation. If we confirm that the potential clients meet these requirements, we offer them our representation and send them appropriate documents to formalize our representation.

ImmDef receives most referrals from partner community organizations such as the Long Beach Immigrant Rights Coalition, Long Beach Community Defense Network, Sanctuary Long Beach Coalition, Legal Orientation Program from the nationwide Vera network, other practitioners and family members, and we immediately screen the prospective clients. ImmDef as a whole serves detained community members at ICE prisons such as Adelanto, Desert View, Golden State Annex, Imperial Regional, Otay Mesa, and those serving federal sentences at Victorville Bureau of Prison. We expect to serve these facilities through the Long Beach Justice Fund apart from the San Diego locations. Our representation includes advocacy before the immigration courts, with Immigration Customs and Enforcement, before U.S. Citizenship and Immigration Services, and California state courts.

ImmDef's Adult Representation Project assists over 700 detained and recently released adults, including many who are deemed mentally incompetent to represent themselves and entitled to court-appointed counsel pursuant to the class action settlement in *Franco-Gonzalez v. Holder* ("Franco"). ImmDef's model is based on universal representation, meaning any immigrant is deserving of an attorney no matter the case details or potential outcome. We do not turn away anyone facing deportation who needs a lawyer. Over the past two years, ImmDef has expanded its work to include representation of individuals seeking post-conviction relief so that they may avoid suffering immigration consequences of criminal convictions, as well as representing individuals who have become recent targets under ICE's increased enforcement efforts. Because of ImmDef's large staff and geozone service area, ImmDef's own programs serve as referrals to our Long Beach Justice Fund program. Since ImmDef's founding in July 2015, ImmDef has offered removal defense representation to over 1,200 clients per year, and an average of 450 new cases annually.

**3. Describe your proposed program model for representing detained immigrants. Please specify how you plan to serve eligible clients and how your organization will provide a zealous and person-centered legal defense for the entire scope of the case, including for clients who are released from detention and whose cases may be pending beyond the current grant year. Please also describe how you will address the needs of clients beyond the scope of their legal cases, including social services, housing, education, healthcare, and other needs and/or how you plan to address these needs when the program is at full scale. Finally, please describe how you will conduct intakes and work with clients who speak a language for which you do not have in-house capacity.**

Our program model is centered on holistic legal services using the model of universal representation. We do not screen clients for relief before initiating representation and will never turn a case away due to the complexity of their legal case, or ineligibility for legal relief. We believe every immigrant deserves competent and zealous legal counsel and immigration defense.

ImmDef's removal defense project will provide a safety net for immigrant community members who have significant ties to the city of Long Beach. This project will serve both children and adult, detained and non-detained alike. Due to the pandemic, many of our screenings take place virtually or telephonically including court hearings. At times urgency requires us to appear in person for filings and our team follows our COVID-19 recommendations guided by the CDC in order to complete these tasks. When safe we will proceed with in person practices as this fosters a closer bond with our clients and allows us to increase trust and comfortability.

1. ImmDef will work in collaboration with our partners and internally to identify Long Beach detained and non-detained community members with significant ties to Long Beach who are in need of removal defense representation.

2. ImmDef staff will continue active cases under the current iteration of LBJF. There will be no disruption of services.
3. ImmDef staff will conduct legal screenings and intake for new referral cases for non-detained and detained clients. For detained clients, staff will travel when safe to do so or conduct virtual representation when required due to COVID-19 restrictions.
4. Full-scale deportation defense will continue throughout the client's case. ImmDef will provide representation before EOIR and DHS (when applicable).
5. Case management support will be provided for not only clients but their whole household should the need arise.

Not long after starting ImmDef our leadership team implemented the Case Management portion of our services. Ensuring our clients had basic needs such as housing or food is vital to their ability to successfully maintain court appearances and live with dignity while their case is ongoing. Specifically, our Case Management team has grown to offer links to social services such as healthcare, mental health counseling, psychiatric evaluations, transportation, substance abuse support, employment, housing, food security, and education. Our legal services ensure that not just our client is connected to social services but the whole household to maintain a home foundation necessary for the success in their daily life. These services have been especially life-saving throughout the pandemic as many of our clients lost jobs and fell ill to COVID, putting not just their ability to appear in court at-risk, but the livelihood of their family and household. In 2020 our CMA team referred a record 964 individual services to our clients.

In the event we take on representation for a community member that does not speak a language that we have in-house capacity for, we will look to partners like Cielo for indigenous translation or Respond Crisis Translation to ensure our clients understand their proceedings and feel supported. ImmDef has recently hired a Case Management Associate that is fluent in two Mayan languages, Q'anjobal and Chuj, and will increase our ability to provide linguistically and culturally competent services to our indigenous clients. Further, we have staff who speak the following languages: Farsi, French, German, Japanese, Punjabi, Hindi, Tagalog, and Amharic.

**4. What is your staffing plan for your program? Please describe the positions you plan to fill and the responsibilities each will have in the program. Please attach the CVs and bar numbers of the attorneys who will lead the contracted work, and document American Immigration Lawyers Association (AILA) membership or other evidence of immigration law experience.**

For this program we hope to cover 5% FTE for Directing Attorney Lisa Okamoto (CA Bar Attorney # 300051), 10% FTE for Managing Attorney Iliana Alexis Gomez (CA Bar Attorney # 318291), 100% FTE for Staff Attorney Mona Iman (CA Bar Attorney # 309525), 100% FTE for Paralegal Sarah Poblano, and 25% FTE for a to-be-hired Legal Assistant. ImmDef will utilize the supervision model that we have time-tested and used in our other representation programs to ensure proper oversight of staff working under this funding. Support staff coordinators supervise and train paralegals, legal assistants, and case managers. Our managing attorney will be directly supervised by our directing attorneys and legal services directors, all of whom have extensive experience in removal defense and in the management and scaling up of high-volume removal defense programs. Our staff attorneys will be closely supervised by the managing attorney, including weekly one-on-one scheduled check-ins to address any issues with their workloads and assist with the development of legal strategy. Once per week there is a team

meeting for all staff in our child-focused programs. This meeting is an opportunity to share updates in local court procedures, immigration law and policy, and will periodically contain trainings and peer-to-peer presentations. The meetings are opportunities for case review in a group setting, which maximizes resources and saves time. These workgroup meetings are led by the directing attorney, or when she is unavailable by the managing attorney. All managing and directing attorneys are also available to answer questions from staff outside of the regularly scheduled supervisory and team meetings.

The managing attorneys will be the representation/litigation supervisors for all cases accepted by the Staff Attorneys assigned to them, as well as the support staff assigned to their teams. The managing attorneys may also accept cases for direct representation. They are responsible for conducting one-on-one meetings with all staff they supervise, as well as organizing trainings and weekly case review meetings for all staff. They will be accountable for reviewing all files for compliance with ImmDef's file maintenance procedures, and for reviewing all data entry for accuracy; constructing and confirming staff members' understanding of data gathering and entry protocols; and, where necessary, entering data themselves.

Paralegals and Case Managers provide direct case support to the attorneys providing direct representation to released UCs. It is crucial for ImmDef to have competent support staff and we are cognizant of the danger of becoming too "top heavy" with attorneys. Our paralegals are trained to do many of the representation tasks associated with preparing cases before the state courts, immigration court and USCIS. This preserves precious attorney time for frequent court appearances and case preparation for more complex cases, such as one-parent SIJS, appeals, or cases in delinquency court.

All of ImmDef's client-serving staff are bilingual in English and one or more additional languages. The vast majority of clients we serve are Spanish speaking, and as such nearly all of our staff have a high degree of Spanish language proficiency. Further, we have staff who speak the following languages: Farsi, French, German, Japanese, Punjabi, Hindi, Tagalog, and Amharic. ImmDef has profound experience and a proven track record of serving clients from all over the world, with particular cultural competence serving Latin-American immigrants. Many of our staff members are immigrants themselves or the children or grandchildren of immigrants from Mexico and Central America. As such, our team is able to draw upon our deep roots in the communities that we serve in order to provide culturally competent legal services.

**5. How many clients do you anticipate representing with the total public funding and the anticipated breakdown between detained and non-detained representation? Please specify the assumptions - including the status of detention center/ rates of detention / status of nondetained docket - that you are relying on to reach this number and estimated breakdown. Please respond based on client served, rather than case (i.e. if you represent someone on bond and merits, that is one client represented, not two cases). Please describe how your program plans to pace the initiation of representation for this number of clients to manage staff capacity.**

With the full award grant amount of \$215,000 we anticipate representing a total of 20 clients. Of the 20 client cases, we anticipate representing between 7-10 detained clients, and 10 non-detained clients. In addition, we will always operate on the grounds of taking as many cases as possible when we have additional capacity. Under the current iteration of the Long Beach Justice Fund, we have an existing 26 open client cases for whom we will continue representation throughout the entirety of their case under the new grant year and beyond. As cases conclude we will accept new clients. We arrived to these

numbers under the assumption that ICE's detention priorities will stay the same which has resulted in a lower detained population due to COVID-19 space restrictions and litigation. However, we are also aware there could be an influx of detained cases as people who were victims of overcriminalization targeting Black and brown community members in the 1990s will soon finish their sentences and may be transferred to ICE custody. Currently the non-detained docket has dates scheduled as far out as 2023. Our plan to pace the representation to manage staff capacity is to assign no more than 3-4 detained cases at one time to a staff attorney. Given the faster timeline on the detained docket, four cases is the upper limit of what an attorney can handle to provide competent and quality representation. In addition to a detained caseload, all of our attorneys are assigned a non-detained caseload of approximately 20 cases which are spread out and move on a slower timeline.

**6. What is start date for providing immigrant legal representation in your jurisdiction? Please describe your program implementation timeline. Please indicate if you have already hired staff to work under this funding. Indicate if you have already started providing legal services. If you have not hired staff, please indicate your expected timeline to staff up and start accepting clients under this funding. Please describe how your program will collaborate and engage with key community stakeholders to educate the community about the program.**

We will continue our current cases without interruption. The new cases will begin once the new grant period has opened. Our staff is already hired and has been working on this program since 2019, making our transition to services fast and sufficient so we can focus our efforts on onboarding new clients.

Our program's success relies on our collaboration with key community stakeholders and partner organizations. ImmDef works with Long Beach Immigrant Rights Coalition, Long Beach Community Defense Network, Sanctuary Long Beach Coalition, the nationwide Vera network, other practitioners, family members, and other ImmDef programs. Directing Attorney, Lisa Okamoto, participates in the Long Beach Justice Fund Oversight Committee which includes Long Beach community organizations and representatives from the City of Long Beach. The Committee was formed to reflect back on the pilot and make recommendations for this new program. We are also happy to collaborate directly with the City of Long Beach to continue educating the public about our services including participating in tabling events, etc.

**7. Please describe how your organization plans to grow and sustain your publicly funded program over the next two years. Please include information about the organizations, coalitions, and/or public figures in your jurisdiction who are supportive of the universal representation program and who are critical to building public support for the program. Please also include information regarding how you will engage clients, family members, and immigrant community members in your efforts to raise awareness and grow your program and how impacted communities will become aware of your work.**

We will continue to fundraise to support our Long Beach Locally Funded Initiative Program through our partnership with the Long Beach Community Fund, private donors, and other foundations who are supporting our work through core support grants. Also critical to building this program is the relationship ImmDef has built with the City of Long Beach through our work as the sole legal service provider for the Long Beach Convention Center Emergency Intake Site. We will continue to advocate for immigrant rights and welcoming immigrants with dignity from our southern border and beyond. We engage local elected officials in conversations around these efforts when necessary and potentially partner through outreach/tabling events.

ImmDef has a strong track record of successfully launching and sustaining high-volume and impactful deportation defense programs. Our organization is at present successfully executing grants and contracts from 32 different sources that include federal, state and local government entities, private foundations, and individual donors. Our program staff and administrative staff work together to ensure that communication is strong and all reports and data are submitted in a timely fashion. In 2018, in response to our growing portfolio of funders, ImmDef hired additional administrative staff to ensure that all reporting was submitted. In 2019 ImmDef hired two Development and Communication staff who are responsible for managing the reporting calendars submitted on time and ensuring communications with program staff is clear regarding all contract deliverables. In 2020 we implemented a new organization-wide system, Kintone, to keep track of all grant deliverables. This platform allows all staff from project staff to administrative staff to collaborate and ensure our service data, deliverables, and quality control are seamless. In 2021 we hired several data entry staff to assist with data for our client-management program, Cerenade, which can be utilized for grant reporting. We will engage clients and immigrant community members by partnering with Long Beach Immigrant Rights Coalition for tabling events where they can inquire about our services, through releasing information on our social media channels where many of our clients and family members can learn about our work as well as ask questions in our direct messages. Through our partnerships with the Mexican Consulate, other community and legal services organizations, our referral system works as a way to ensure that impacted communities will become aware of our work.

**8. The Vera Institute of Justice has created a secure online database and will be collecting data on the legal services performed by the LSPs for the purposes of program management and reporting. Please indicate your willingness and plan to cooperate with Vera's data collection efforts. Please indicate which staff will be inputting data on to the database and how often this will be done. Also indicate which staff will be finalizing the submission of the data to Vera. Specifically address your organization's capabilities to continue to report on all cases represented by your organization under this grant through the ultimate dispositions of those cases, some of which will inevitably continue long after the end date of the subcontract.**

ImmDef is well-versed in the data requirements and database through the Vera Institute of Justice as several of our programs are require data to be entered through their system. Our paralegal and legal assistant will be responsible for entering data. The final submission of data to Vera will be completed by Directing Attorney Lisa Okamoto. We are prepared to continue submitting data to Vera for all cases under this grant for their entirety. ImmDef utilizes a case management software, Cerenade (elmmigration), that allows us to keep track of vital data on our cases including client biographical information, case milestone data, hearings, outcomes and filings.

The Cerenade system allows our attorneys to input case notes, who are trained to log every case-related from phone calls to hearings. Our supervisors can review these case notes or data anytime to ensure that a given attorney's caseload is moving along properly, and to offer support for staff attorneys whose filing goals are not being met. In preparation for one-on-one check-ins with supervisees, our managing attorneys review the attorney's caseload by printing reports from Cerenade, and then address any questions or discrepancies they have observed. ImmDef Director of Legal Services, Joyce Noche, will collaborate with Directing Attorney, Lisa Okamoto, to ensure that the data is accurate and up-to-date.

**9. Provide a Budget Narrative to accompany your Budget Worksheet (see template). Narratives should describe each line item in the budget. In other words, you should list every staff person included in**

**the Personnel section of the Budget Worksheet and briefly describe their duties. For the Other than Personnel Expenses (OTPE) line items, please briefly describe each item and what is included in your calculation so that it is clear what is being covered by subcontract funds. Budget's should be prepared based on a one-time payment for the cases listed in Question 5.**

Personnel Expenses: Includes 5% FTE for Directing Attorney Lisa Okamoto, 10% FTE for Managing Attorney Iliana Gomez, 100% Staff Attorney Mona Iman, 100% FTE for Paralegal Sarah Poblano, and 25% for a legal assistant to be hired.

Other than Personnel Expenses (all expenses other than salaries directly going into the program):

Rent and Occupancy Costs: \$12,400 for rent for our Los Angeles office where staff can work on hybrid schedule, utilize our printer and internet services, house files, etc.

Software: \$1,620 for costs associated with Data and completion of cases such as Cerenade and Kintone.

Printing and Copying: \$201 for printing associated with case filings and in-house files.

Postage: \$1,023 will cover costs associated with sending and/or expediting documents and files to courts receive client documents.

Supplies: \$800 will cover supplies such as paper, pens, staples, paper clips, etc. necessary to complete filings.

Local Travel: \$1,344 will cover local travel to and from our office and/or staff homes when working from home to ICE detention centers such as Adelanto. This will cover an average of 50 miles per week for 48 weeks.

G&A Rate: Rate of 12%. Our G&A rate is the portion of our budget that helps us cover our all administrative costs, including our executive team and the program director. It also helps cover all our Human Resources, Finance, and Operations costs; \$21,892

**10. Please attach your organization's operating budget for the current fiscal year.**

Attached in documents

**11. Share additional information as you see fit, including any additional funding available to your organization to support the proposed services**

Long Beach Community Foundation \$50,000

# MONA IMAN

| Bar Admission: State of California

## EDUCATION

### **Juris Doctor, Georgetown University Law Center** 5/11

- Journal: *The Georgetown Immigration Law Journal*, Senior Staff
- Study Abroad: Comparative Legal Studies, Georgetown London Law Program (Summer 2008)
- Activities: Global Law Teaching Fellow (2010); International Law Society, Board Member/Treasurer

### **Bachelor of Arts, Emory University** 4/04

- Double Major: Middle Eastern Studies; International Relations | Minor: Persian Language and Literature
- Study Abroad: Arabic Language, American University of Cairo, Egypt (Spring 2003); Intensive Arabic Language, University of California, Los Angeles (Summer 2003)
- Activities: Awarded \$4,000 for independent research in Egypt (2003-2004); College Council, Vice Pres.

## PROFESSIONAL EXPERIENCE

### **Law Offices of Behrouz Shafie & Associates, Associate**, Los Angeles, CA, 2016-present

- Represent clients in civil litigation in CA State and Federal court. Practice areas include Family Law, Contract disputes, Torts, and other civil matters.
- Research, draft, and file pleadings, discovery requests and responses, motions; second-chair trials and depositions; handle and appear on requests for orders, ex partes, and other hearings on a regular basis.
- Pro Bono practice areas include Immigration and Humanitarian Relief (Removal Proceedings, SIJS, Asylum, DACA), 2017 Travel Ban, Traffic Amnesty, and Proposition 47. Serve indigent migrants and refugees with Al Otro Lado in Tijuana, Mexico, take individual referrals from CARECEN, ImmDef, et al.

### **California Regional Training Institute, Study Circle Coordinator**, Los Angeles, CA, 2014-present

- Manage the Ruhi Institute in Los Angeles County, a sequence of trainings based on the recognition of the oneness of humankind, which enhances the capacity of junior youth, youth, and adults from all socioeconomic backgrounds to serve humanity and contribute to improving and transforming society.
- Develop and conduct local and regional trainings and intensive campaigns, measure and analyze growth of the program with a view to impact on at-risk communities, and mentor and accompany trainers to encourage effective participation and collaboration in the program.

### **The Taslimi Foundation, Director**, Santa Monica, CA, 2014-15

- Managed and led a private foundation established to promote education, dialogue, and the defense of human rights, with a focus on minority rights in Iran. Established the foundation's public image and web presence, represented its interests in relevant forums, and maintained relationships with advocates and institutions. Supervised staff to meet project deliverables, managed budget, and prepared range of written materials and legal agreements.
- Identified and implemented programs to further the foundation's mission, including the development of a Persian-language website and international campaign supporting educational rights in Iran.
- Translated and analyzed Iranian Government court documents pertaining to mistreatment of minority groups in the aftermath of the Islamic Revolution.

### **American Civil Liberties Union of Southern California, National Security and Immigrants' Rights Project, Post-Graduate Legal Fellow/ Consultant**, Los Angeles, CA, 2012-14

- Led the first investigation of a recently uncovered U.S. Citizenship and Immigration Services policy (CARRP) that creates barriers and exclusions to citizenship and other benefits on the basis of overly broad national security designations. Interviewed and directly represented immigrants disproportionately impacted by the policy to understand its reach and expose the facts to the public.
- Researched and analyzed relevant U.S. immigration and national security laws; edited and wrote content for a report published to document the policy's impact and influence government reform, which led to the positive resolution of nearly all cases featured. See, <http://www.aclusocal.org/CARRP>. (cont.)

- Trained 100 attorneys and civil rights activists on the intricacies of the policy and practical tools to recognize and handle national security cases, and protect clients from attendant law enforcement abuse.

**Department of Defense, Deputy Inspector General for Special Plans and Operations, *Program Analyst*, Arlington, VA, 2011**

- Supported high-level oversight of priority national security programs, including the December 2011 transition of authority in Iraq and subsequent plan for security cooperation, and domestic assessment of the legal status of State Defense Forces.
- Researched laws and regulations regarding Inspector General authority and procedures; drafted content and edited reports recommending legal reform to clarify accountability measures in field missions.

**World Health Organization, Office of the Legal Counsel, *Law Clerk*, Geneva, Switzerland, Summer 2010**

- Provided direct legal support to WHO Secretariat at inter-governmental meetings, including for the Pandemic Influenza Preparedness Framework and the Codex Alimentarius Commission on food and agricultural regulation.
- Advised Director-General on compliance with international and municipal law and internal regulations of the WHO and other UN sub-agencies. Wrote briefs and memoranda on confidential transnational matters and reported to WHO attorneys on the impact of relevant international legal decisions on operations. Developed understanding of legal issues arising from inter-agency operation and collaboration.

**Hills Stern & Morley LLP, *Legal Researcher*, Washington, DC, Summer 2009**

- Interpreted international treaties and researched foreign law to assist Millennium Challenge Corporation project financing abroad. Conducted an analysis of the governance structure and legislative processes of several emerging nations for their eligibility to enter into and implement international agreements.

**United States Institute of Peace, Rule of Law Program (Iraq Constitution Making), *Program Assistant*, Washington, DC; Baghdad, Iraq; Amman, Jordan, 2004-06**

- Worked as part of a small team to help the Iraqi Government draft its permanent constitution and design the Constitutional Committee. Traveled to Iraq and Jordan regularly to meet with members of the Transitional National Assembly and principals of Iraqi political parties and civil-society leadership to support preparation for constitutional negotiations. Maintained strategic collaboration with senior UN and US officials in DC and Baghdad.
- Analyzed the political landscape from a variety of sources and languages to determine appropriate stakeholders for constitutional participation. Organized high-profile meetings recognized by the UN and US Government for markedly improving inter-sectarian engagement on the constitution. Took personal initiative to ensure minority rights and gender participation issues were incorporated into country goals.
- Drafted and edited reports to Congress on progress toward program objectives, as well as special reports providing analysis and recommendations for US Government foreign policy on Iraq.
- Managed \$1 million program budget. Conceptualized and promoted substantive and programmatic goals. Oversaw contracts and quick-impact grants to Iraqi civil society; recommended and reviewed deliverables.

**Social Justice and Gender Equality Training Program, *Project Founder/ Coordinator*, Dar es Salaam, Tanzania, 1999-00**

- Spearheaded design, management, and execution of a social justice and gender equality capacity-building program for Tanzanian secondary schools. Its early success attracted the support of the Tanzania Ministry of Education. Designed a five-year plan for countrywide expansion based on qualitative analysis of the project and persuaded relevant donors to continue their financial support. Recruited and trained eight teachers to execute the program throughout the country.
- Authored a 100-page curriculum, later used in six countries. Analyzed effectiveness of curriculum during development by personally teaching daily in seven schools in Dar es Salaam (class size: 30 students each).

## **PUBLICATIONS (partial list)**

- *Muslims Need Not Apply: How USCIS Secretly Mandates the Discriminatory Delay and Denial of Citizenship and Immigration Benefits to Aspiring Americans.* (Co-editor and Principal researcher.) ACLU/SC: 2013.
- *Draft Constitution Gained, but an Important Opportunity Lost.* USIPeace Briefing, United States Institute of Peace: 2005.
- *Iraq at a Juncture: Constitution, Referendum and Elections.* USIPeace Briefing, United States Institute of Peace: 2005.
- Selected Seminar Papers, 2009-11:
  - *Comprehensive HIV/AIDS Funding: An Important Investment for Human Rights in the Long Term*
  - *Constitution Making: Shared Challenges and Diverging Outcomes in Negotiating Transition in South Africa and Iraq*
  - *Origins and Reform of Marriage and Divorce Laws in the United States and Islamic World*
  - *Iraq's Petroleum Industry: Contractual Models and the Way Forward*
  - *Apostasy in Islamic Law and its Implications in Iran*

## **PRESENTATIONS (partial list)**

- President Trump's January 27 Executive Order, radio interview with Dr. Farid Holakouee, Radio Hamrah, February 2017
- President Trump's January 27 Executive Order, television interviews on NBC Channel 4, January and February 2017.
- "Human Rights in Iran," speaker at 30 Years After event at the Beverly Hills Writer's Guild, 2015
- "Education is Not a Crime," speaker at University of Southern California event, <https://youtu.be/NTtCyWiuZKU>, 2015.
- "Education is Not a Crime," television interview on University of Southern California's TrojanVision, 2015.
- "USCIS National Security Policies and their Impact on Immigration Benefits Applications," speaker at MCLE trainings in Los Angeles, 2012 and San Francisco, 2012.
- Presented original research conducted in Egypt and translation of Persian and Arabic works by 19<sup>th</sup> century Egyptian scholar, Mirza Abu'l-Fadl Gulpaygani to the *Irfan Colloquium*, Michigan, 2003.

## **ADDITIONAL TRAINING AND ACTIVITY (partial list)**

- Member of the State Bar of California
- Pro Bono training and representation: Proposition 47 (felony reclassification), Traffic Amnesty, Naturalization, Adjustment of Status, Special Immigrant Juvenile Status, Removal Proceedings, Asylum, Deferred Action for Childhood Arrivals, Violence Against Women Act, U-Visa, T-Visa, and other cross-border issues (2012-17)
- Diplomatic Security Anti-Terrorism Course for Iraq (State Department, 2006)
- Mediation and Conflict Resolution (40-hour Certification, 2005)
- Public Speaking

## **LANGUAGES**

- Persian/Farsi (Native-level fluency)
- Modern Standard Arabic (Four-year study)
- French (Five-year study)
- Spanish (Beginner)

## ILIANA ALEXIS GOMEZ

### EDUCATION

**UCLA School of Law**, Los Angeles, California

J.D. Candidate, May 2017

**UC Berkeley**, Berkeley, California

B.A., Legal Studies, May 2014

*Honors: Magna Cum Laude*

### EXPERIENCE

**Immigrant Defenders Law Center**, Los Angeles, CA

August 2017-Present

*Staff Attorney, NQRP*

- Represented immigrants deemed mentally incompetent to represent themselves in immigration court, wherein such cases heavily involve criminal-immigration issues.
- Had a denial overturned by the Board of Immigration Appeals under a *clear error* standard.
- Granted asylum on three cases for mentally ill men from Mexico.
- Granted asylum for a mentally ill woman from El Salvador.
- Granted asylum for a bisexual man from El Salvador.
- Granted termination after extensive briefing regarding the standard for granting relief in immigration court after post-conviction relief.

**The Bronx Defenders**, Bronx, New York

Summer 2016

*Legal Intern, Immigration Practice*

- Worked with removal defense and plea consult practices; work primarily focused on issues at the intersection of immigration law and criminal law.
- Conducted legal research on array of issues, including criminal bars to immigration relief and the interplay between criminal convictions and both removal and inadmissibility.
- Drafted briefs, including a brief arguing that a client was eligible for withholding of removal.
- Participated in six-week trial advocacy course taught by office staff attorneys, learning about opening statements, direct and cross examination, and closing statements.

**UCLA School of Law Asylum Clinic**, Los Angeles, California

Spring 2016

*Student, Public Counsel Placement*

- Worked one day a week at Public Counsel as part of semester-long clinical course
- Worked with student partner and client to prepare asylum application to submit to USCIS.
- Drafted client declaration; completed I-589 form, researched and compiled country conditions evidence.
- Worked with client in removal proceedings, communicated directly with client and two witnesses to draft client and witness declarations.

**CARECEN Youth Deportation Clinic**, Los Angeles, CA

Fall 2015

*Volunteer*

- Conducted intake interviews of undocumented immigrant youth in Spanish to assist attorneys with assessment of eligibility for immigration relief.

**Los Angeles Center for Law and Justice (LACLJ)**, Los Angeles, California  
*Law Clerk, Teen Division*

Summer 2015

- Worked under supervision of four attorneys, aiding in representation of teen parents on immigration and family law matters; matters included issues of custody, visitation, child support, restraining orders, and domestic violence.
- Conducted legal research on issues of family law and immigration and wrote internal memoranda.
- Prepared U-Visa applications, encompassing meeting with clients, gathering facts, and helping draft declarations and waivers, speaking with law enforcement to request U-Certifications, and completing relevant USCIS forms.
- Completed subpoena requests, custody petitions, and requests for restraining orders, drafted declarations, and letters.
- Met with clients individually and communicated with clients by phone and through email both in English and in Spanish.

**Our Lives Matter**, Oakland, California  
*Intern*

Spring 2014

- As part of a team of three students, researched organizations and resources in Northern California that support incarcerated individuals and their families; developed publication providing description of organizations and resources, including contact information, services provided, and eligibility requirements for accessing of services.
- Developed online, searchable "Resource Map," including location of and contact information for each organization and resource.

**Project What!**, Oakland, California  
*Intern*

Fall 2013

- Interviewed teens who had incarcerated parents in order to document their stories and educate the public about the widespread effects of incarceration.

## LANGUAGES

Fluent in Spanish

# SARAH M. POBLANO

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## OBJECTIVE

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Driven legal professional with more than 5 years experience at the Legal Aid Foundation of Los Angeles supporting managing attorneys and directors with various kick-start projects. Excels at prioritizing and coordinating multiple projects simultaneously in the most efficient manner with a high level of detail and accuracy. I am a dedicated, self-motivated, and highly innovative professional who has long-term experience demonstrating the ability to work and communicate well with all level executives of management and staff, including high-level legal executives and attorneys. I am greatly passionate about creating positive social change.

## EDUCATION

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### LOYOLA MARYMOUNT UNIVERSITY

Los Angeles, CA

#### *B.A, Sociology, 3.5 GPA*

December 2017

- Honors: Dean's List Fall/Spring Semester 2015-17. James and Patricia Wood Scholarship recipient, Joseph Edgar Collins Scholarship recipient. Alpha Kappa Delta Honors Inductee.

- Leadership: Sociology Society President, Department of Sociology Service Award 2018.

- Membership: Alpha Kappa Delta, First To Go Scholar, ACE Scholar, El Espejo, Sociology Society, Underwings Praxis Service Club

- Related Coursework: The Consulting Enterprise, Managing Nonprofit Organizations, Quantitative/Qualitative Research Methods

### UCLA ANDERSON RIORDAN'S COLLEGE TO CAREER PROGRAM

Los Angeles, CA

July 2017- Present

- Accepted into rigorous program comprised of programs of instruction designed to provide first generation college students who are interested in preparing for internships and careers in management.

## EXPERIENCE

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### LEGAL AID FOUNDATION OF LOS ANGELES

1550 W. Spring St. Los Angeles

#### *ProBono Training Institute Creative Design Assistant*

August 2017-January 2018

- Developed and/or revised Pro Bono Training Institute (PBTI) PowerPoint trainings, focusing solely on design issues, which included drafting and editing.

- Coordination of written resources for PBTI modules such as following up with presenters to obtain materials and Design templates for written resources in order to maintain PBTI branding, such as Relevant Statutes, Regulations, and Cases, Common Red Flags, FAQs, Manuals, Checklists, etc.

- Design and update outreach materials, such as flyers, presentation PowerPoints, etc.

- Provided direct support to Pro Bono Director and the Pro Bono Manager.

#### *Administrative Assistant*

May 2014- August 2017

- Developed the Legal Aid video conferencing intake system project in four Los Angeles community libraries, created understandable scripts for potential clients to use the computer system and tested remote video conferencing that resulted in underrepresented community members having convenient accessibility to Legal Aid lawyers in order to receive legal advice.

- Worked with the Eviction Defense Center with inputting client data in case management system (ProLaw 2011) and ensured appropriate intake eligibility; screening potential clients and directing them to appropriate screener or gave referrals.

### SOCIOLOGY SOCIETY, LOYOLA MARYMOUNT UNIVERSITY

1 LMU Dr. Los Angeles

#### *President*

Fall 2016-Spring 2018

- Organize and facilitate on campus events for the Sociology community; ie: "Let's Taco 'Bout It".

- Creatively produced physical and digital flyers reaching 1,500 students, resulting in a turn out of 850 students to our event.

- Communicate with over seventy alumni regarding upcoming events and panel opportunities

## ADDITIONAL SKILLS AND EXPERIENCE

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- Languages: Proficient reading and writing in Spanish.

- Software: ProLaw (2011), Google Drive Suite, Microsoft Office Suite, including Word, Excel, and PowerPoint.

- Excellent client/ vendor relations.

# LISA K. OKAMOTO

**BAR ADMISSION:** State of California, December 2014

## EDUCATION

**Brooklyn Law School**, Brooklyn, NY, J.D., *cum laude* Aug. 2011 – May 2014  
*Awards:* CALI Excellence for the Future Award in Appellate Advocacy  
*Fellowships:* Edward V. Sparer Fellowship, Brooklyn Law Students for the Public Interest Summer Fellowship  
*Scholarships:* Centennial and Academic Achievement Grants, Sho Sato Memorial Scholarship, Japanese American Bar Association Scholarship

**Pitzer College**, Claremont, CA, B.A. in Linguistics and Spanish Aug. 2001 – May 2005  
*Award:* Fulbright Scholarship, Madrid, Spain

## LEGAL EXPERIENCE

**Immigrant Defenders Law Center**, Los Angeles, CA, *Managing Attorney* Apr. 2017-present  
Supervise a team of staff attorneys representing low-income undocumented children in immigration removal proceedings. Coordinating and supervising law student interns. Participate in development of universal representation program. Representing and pursuing forms of relief in court and through administrative agencies for undocumented children. Filing petitions seeking custody and guardianship orders in state family and probate court.

**Immigrant Defenders Law Center**, Los Angeles, CA, *Staff Attorney* Sept. 2015 – Apr. 2017  
Representing low-income undocumented children in immigration removal proceedings. Pursuing forms of relief in court and through administrative agencies. Filing petitions seeking custody and guardianship orders in state family and probate court. Coordinating law student and volunteer outreach efforts.

**Esperanza Immigrant Rights Project, Catholic Charities of LA**, Los Angeles, CA, *Staff Attorney* Dec. 2014 – Sept. 2015  
Represented low-income undocumented children in immigration removal proceedings. Filed petitions seeking custody and guardianship orders in state family and probate court. Provided community education to *pro se* respondents in court.

**Public Counsel**, Los Angeles, CA, *Summer Law Clerk – Community Development* May 2013 – Aug. 2013  
Aug. 2014 – Sept. 2014  
Researched and analyzed City's compliance with earlier promises to preserve and create affordable housing and helped draft public comment on City's proposed plan. Researched Korean speaking Section 8 tenants' rights to notice of eviction in Korean. Researched legal issues surrounding incorporation. Drafted contracts for non-profit organizations and small businesses

**Brooklyn Law School Legal Services Corp**, Brooklyn NY, *Community Development Clinic* Jan. 2014- May 2014  
Provided legal assistance for existing and new non-profit organizations in Brooklyn. Researched non-profit corporate governance issues. Drafted bylaws and helped clients file for federal tax-exempt status.

**South Brooklyn Legal Services**, Brooklyn, NY, *Elder Rights Clinic Intern* Aug. 2013 – Dec. 2013  
Represented older adults in eviction hearings in administrative proceedings. Researched procedural protections for public housing tenants and drafted post-hearing brief in support of maintaining tenancy for low-income tenant.

**Honorable Dora L. Irizarry, U.S. District Court, E.D.N.Y.**, Brooklyn, NY, *Judicial Intern* Jan. 2013 – May 2013  
Researched issues presented in summary judgment motion and wrote memorandum recommending disposition. Drafted proposed opinions in response to motion for judgment on pleadings regarding denial of Social Security disability benefits.

**NY State Attorney General's Office, Consumer Protection Bureau**, Brooklyn, NY, *Law Clerk* Aug. 2012 – Dec. 2012  
Interviewed elderly and non-English speaking consumers to monitor deceptive business practices. Wrote internal memoranda on procedural and evidentiary issues to protect consumer rights. Documented price gouging during Hurricane Sandy.

**AARP Foundation Litigation**, Pasadena, CA, *Summer Law Clerk* May 2012 – Aug. 2012  
Researched and wrote memoranda on federal public benefits, age discrimination in employment, grandparent visitation rights, and implications of Affordable Care Act. Researched and helped draft public comment on changes to federal regulations.

## OTHER EXPERIENCE

**Medicare Rights Center**, New York, NY, *Client Service Associate* Sept. 2009 – May 2011  
Assisted Medicare beneficiaries through advocacy, casework, education, and policy initiatives in English, Spanish, and Japanese. Managed volunteer-based consumer helpline. Gave training to professionals about Medicare and healthcare appeals.

**LISA K. OKAMOTO**

**Little Tokyo Service Center**, Los Angeles, CA, *Case Manager and Resident Service Coordinator* Dec. 2006 – Jul. 2009  
Provided resources and advocacy for vulnerable adults in Los Angeles County and at HUD-subsidized buildings. Coordinated educational programs about caregiving, fraud prevention, Medicare, and managed care.

**LANGUAGES:** Fluent in Japanese and Spanish.

**IMMIGRANT DEFENDERS LAW  
CENTER**

**(A California Nonprofit Corporation)**

**INDEPENDENT AUDITOR'S REPORT and  
AUDITED FINANCIAL STATEMENTS**

**Years Ended December 31, 2019 and 2018**

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**

**As of December 31, 2019 and 2018**

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# Robert J. Pacheco, CPA

Certified Public Accountants

27201 Tourney Road, Suite 201-G  
Valencia, California 91355  
Phone: (626) 482 - 3468  
www.pachecocpas.com

## **INDEPENDENT AUDITOR'S REPORT**

### **Board of Directors of Immigrant Defenders Law Center**

We have audited the accompanying financial statements of Immigrant Defenders Law Center ("ImmDef") (a California nonprofit corporation), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

# Robert J. Pacheco, CPA

Certified Public Accountants

27201 Tourney Road, Suite 201-G

Valencia, California 91355

Phone: (626) 482 - 3468

[www.pachecopas.com](http://www.pachecopas.com)

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ImmDef as of December 31, 2019 and 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Valencia, California

May 14, 2021

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Statements of Financial Position**  
**As of December 31, 2019 and 2018**

	<b>December 31,</b>	
	<b>2019</b>	<b>2018</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 2,540,190	\$ 3,397,012
Grants receivable	2,330,452	1,130,010
Prepaid and other	36,579	21,981
Equipment and software, net	17,500	23,722
<b>Total assets</b>	\$ 4,924,721	\$ 4,572,725
 <b>Liabilities and Net assets</b>		
 <b>Liabilities</b>		
Accounts payable and accrued expenses	\$ 540,825	\$ 332,612
Conditional Contribution	157,060	-
<b>Total liabilities</b>	697,885	332,612
 <b>Net assets</b>		
Without donor restrictions, undesignated	2,213,106	1,947,910
With donor restrictions	2,013,730	2,292,203
<b>Total net assets</b>	4,226,836	4,240,113
<b>Total liabilities and net assets</b>	\$ 4,924,721	\$ 4,572,725

See accompanying notes and independent auditor's report.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Statements of Activities**  
**Year Ended December 31, 2019**

	Without donor restrictions	With donor restrictions	Total
<b>Revenue and Public Support</b>			
<b>Revenue</b>			
Immigrant services contracts	\$ 3,961,141	\$ 350,000	\$ 4,311,141
Special Events, net	135,753	-	135,753
<b>Total Revenue</b>	4,096,894	350,000	4,446,894
<b>Public Support</b>			
Contributions			
Individual donors	383,552	-	383,552
Foundations	195,700	1,276,276	1,471,976
Other	8,440	-	8,440
<b>Total Public Support</b>	587,692	1,276,276	1,863,968
<b>Total Public Support and Revenue</b>	4,684,586	1,626,276	6,310,862
<b>Net assets released from program restrictions</b>	1,904,749	(1,904,749)	-
<b>Total Public Support and Revenue after Net Assets Released from Restrictions</b>	6,589,335	(278,473)	6,310,862
<b>Functional expenses</b>			
<i>Program expenses:</i>	5,251,753	-	5,251,753
<i>Support Services:</i>			
Management and administrative	960,243	-	960,243
Fundraising	112,143	-	112,143
<b>Total expenses</b>	6,324,139	-	6,324,139
<b>Increase or (Decrease) in net assets</b>	265,196	(278,473)	(13,277)
Net assets, beginning of year	1,947,910	2,292,203	4,240,113
<b>Net assets, end of year</b>	\$ 2,213,106	\$ 2,013,730	\$ 4,226,836

See accompanying notes and independent auditor's report.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Statements of Activities**  
**Year Ended December 31, 2018**

	<u>Without donor restrictions</u>	<u>With donor restrictions</u>	<u>Total</u>
<b>Revenue and Public Support</b>			
<b>Revenue</b>			
Immigrant services contracts	\$ 2,721,171	\$ 1,358,034	\$ 4,079,205
<b>Total Revenue</b>	<u>2,721,171</u>	<u>1,358,034</u>	<u>4,079,205</u>
<b>Public Support</b>			
Contributions			
Individual donors	283,399	-	283,399
Foundations	281,895	1,953,058	2,234,953
Other	29,711	-	29,711
<b>Total Public Support</b>	<u>595,005</u>	<u>1,953,058</u>	<u>2,548,063</u>
<b>Total Public Support and Revenue</b>	<u>3,316,176</u>	<u>3,311,092</u>	<u>6,627,268</u>
<b>Net assets released from program restrictions</b>	<u>1,406,389</u>	<u>(1,406,389)</u>	<u>-</u>
<b>Total Public Support and Revenue after Net Assets Released from Restrictions</b>	<u>4,722,565</u>	<u>1,904,703</u>	<u>6,627,268</u>
<b>Functional expenses</b>			
<i>Program expenses:</i>	4,346,832	-	4,346,832
<i>Support Services:</i>			
Management and administrative	752,635	-	752,635
<b>Total expenses</b>	<u>5,099,467</u>	<u>-</u>	<u>5,099,467</u>
<b>Increase in net assets</b>	<u>(376,902)</u>	<u>1,904,703</u>	<u>1,527,801</u>
Net assets, beginning of year	<u>2,324,812</u>	<u>387,500</u>	<u>2,712,312</u>
<b>Net assets, end of year</b>	<u>\$ 1,947,910</u>	<u>\$ 2,292,203</u>	<u>\$ 4,240,113</u>

See accompanying notes and independent auditor's report.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Statements of Functional Expenses**  
**Year Ended December 31, 2019**

<u>Expenses</u>	<u>Program Services</u>	<u>Support Services</u>		<u>Total</u>
		<u>Fundraising</u>	<u>Management and General</u>	
Payroll	\$ 3,602,188	51,912	\$ 511,973	\$ 4,166,073
Payroll taxes	321,463	4,633	45,689	371,785
Employee benefits	418,396	6,030	59,466	483,892
Payroll fee	-	-	53,146	53,146
	<u>4,342,047</u>	<u>62,575</u>	<u>670,274</u>	<u>5,074,896</u>
Professional	91,792	-	135,041	226,833
Office	88,391	697	6,873	95,961
Informational technology	34,341	495	4,881	39,717
Telephone and internet	49,725	717	7,067	57,509
Rent and janitorial	304,318	4,386	43,252	351,956
Parking stipends	54,461	785	7,741	62,987
Repairs, equip. purchase and maintenance	7,764	112	1,103	8,979
Travel, conferences and meals	98,409	-	12,940	111,349
Court costs	11,946	-	-	11,946
Research	7,113	-	-	7,113
Interest and bank fees	-	13,113	-	13,113
Software and subscriptions	53,322	768	7,578	61,668
Dues and memberships	20,888	-	-	20,888
Insurance	-	-	42,107	42,107
Staff and board development	61,990	-	18,753	80,743
Special Event Expenses	-	105,464	-	105,464
Advertising	8,426	4,218	-	12,644
Miscellaneous	2,038	-	532	2,570
Depreciation	14,782	213	2,101	17,096
	<u>5,251,753</u>	<u>193,543</u>	<u>960,243</u>	<u>6,405,539</u>
Less expenses included with revenue on the Statement of Activities	-	(81,400)	-	(81,400)
Total expenses included in the expense section on the Statement of Activities	\$ <u>5,251,753</u>	\$ <u>112,143</u>	\$ <u>960,243</u>	\$ <u>6,324,139</u>

See accompanying notes and independent auditor's report.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Statement of Functional Expenses**  
**Year Ended December 31, 2018**

<u>Expenses</u>	<u>Program Services</u>	<u>Mgt. and General</u>	<u>Total</u>
Payroll	\$ 2,910,230	\$ 445,446	\$ 3,355,676
Payroll taxes	252,270	38,613	290,883
Employee benefits	342,636	52,445	395,081
Payroll fee	37,622	5,758	43,380
	<u>3,542,758</u>	<u>542,262</u>	<u>4,085,020</u>
Professional	151,007	75,675	226,682
Office	46,447	6,766	53,213
Informational technology	52,902	8,097	60,999
Telephone and internet	30,554	4,454	35,008
Rent and janitorial	228,700	55,030	283,730
Parking stipends	52,213	3,750	55,963
Repairs, equip. purchase and maintenance	18,796	1,889	20,685
Travel, conferences and meals	80,661	10,982	91,643
Court costs	13,610	426	14,036
Research	5,459	1,247	6,706
Interest and bank fees	-	5,989	5,989
Software and subscriptions	30,769	4,879	35,648
Dues and memberships	19,981	1,173	21,154
Insurance	31,203	4,776	35,979
Staff and board development	24,849	9,344	34,193
Advertising	-	13,210	13,210
Miscellaneous	-	265	265
Depreciation	16,923	2,421	19,344
<b>Total</b>	<u>\$ 4,346,832</u>	<u>\$ 752,635</u>	<u>\$ 5,099,467</u>

See accompanying notes and independent auditor's report.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Statements of Cash Flows**  
**As of December 31, 2019 and 2018**

	December 31,	
	2019	2018
<b>Operating activities:</b>		
Change in net assets	\$ (13,277)	\$ 1,527,801
<i>Non cash transaction:</i>		
Depreciation	17,096	19,344
<i>Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities:</i>		
(Increase) decrease in:		
Grants receivable	(1,200,442)	152,322
Prepays and other	(14,598)	(454)
Increase in:		
Accounts payable and accrued expenses	208,213	170,702
Conditional Contribution	157,060	-
<b>Net cash provided (used) by operating activities</b>	<b>(845,948)</b>	<b>1,869,715</b>
<b>Investing Activities:</b>		
Fixed asset purchases	(10,874)	(6,554)
<b>Net cash used in investing activities</b>	<b>(10,874)</b>	<b>(6,554)</b>
Net increase in cash	(856,822)	1,863,161
Cash and cash equivalents at beginning of year	3,397,012	1,533,851
<b>Cash and cash equivalents at end of year</b>	<b>\$ 2,540,190</b>	<b>\$ 3,397,012</b>
<i>Supplemental Information:</i>		
Interest paid during the year ended December 31, 2019 and 2018 was:	\$ -	\$ -

See accompanying notes and independent auditor's report.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 1: ACTIVITIES**

**Nature of Activities**

The Immigrant Defenders Law Center (“ImmDef” or “Organization”) is a California nonprofit corporation established on May 13, 2015 as a next generation, social justice law firm that defends immigrant and refugee communities against systemic injustices in the legal system. ImmDef engages in legal services, community empowerment, and advocacy for adults and children facing federal immigration removal proceedings. The immigrant and refugee populations served by ImmDef include those who are in detention, unaccompanied children, mentally incompetent adults, survivors of domestic violence or human trafficking, and adults being deported for criminal histories. Without ImmDef’s services, these individuals would be forced to face complicated and high-stakes court proceedings alone since there is no “public defender” system for immigrants or refugees in the U.S.

**NOTE 2: SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Under the accrual basis of accounting, revenues are recorded as earned and expenses are recorded at the time liabilities are incurred.

**New Accounting Pronouncement**

The Organization adopted ASU 2018-08 *Not-for-Profit Entities (Topic 958): Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*. This update was issued to provide guidance on the accounting and reporting of grants and contributions. This guidance assists nonprofit organizations in evaluating if a transaction is an exchange transaction or a contribution. Clarification was also added to determine if a contribution is conditional or unconditional and how each of these should be recorded. There was no effect on the Organization’s previously reported net assets as of December 31, 2018.

**Future Changes in Accounting Principles**

FASB ASC 842, *Leases*, was added by ASU 2016-02 on February 25, 2016 and is effective for Not-for-Profit Entities for fiscal years beginning after December 15, 2021.

FASB ASC 606, *Revenue From Contracts With Customers*, was issued by the FASB on May 28, 2014 and for Not-for-Profit entities is effective for annual reporting periods beginning after December 15, 2018. The organization has elected to defer implementation to the subsequent fiscal year per ASU 2020-05 *Revenue From Contracts With Customers (Topic 606) And Leases (Topic 842): Effective Dates For Certain Entities*.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Net Assets**

The financial statements present information regarding the financial position and activities according to two classes of net assets: net assets without donor restrictions, and net assets with donor restrictions:

*Net Assets Without Donor Restrictions:* Net assets that are not subject to donor-imposed stipulations and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

*Net Assets with Donor Restrictions:* Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Contributions received, including unconditional promises to give, are recognized as revenue at their fair value in the period when the contribution becomes unconditional. Contributions and net assets are classified based on the existence or absence of donor-imposed restrictions.

**Advertising Costs**

Advertising costs are expensed as incurred.

**Estimates**

The process of preparing financial statements in conformity with generally accepted accounting principles requires management to use estimates and assumptions regarding disclosures and amounts of certain reported amounts and disclosures. Accordingly, actual results may differ from estimated amounts.

**Contributions**

Contributions are recognized as revenue in the period received or unconditionally promised, whichever is earlier. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met. Contributions that are considered conditional but in which the cash has been received in advance are reflected on the statement of financial position as a conditional contribution. All donor-restricted contributions are reported as increased in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and are reported in the statement of activities as net assets released from restrictions.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Cash and Cash Equivalents**

Cash and cash equivalents include all highly liquid investments available for current use with a maturity of three months or less. For the purposes of the Statement of Cash Flows, ImmDef considers all certificates of deposit accounts and highly liquid money market accounts to be cash equivalents.

**Grants Receivable**

Receivables for grants that are considered exchanges are recorded when billed or accrued and represent claims against third parties that will be settled in cash. The carrying value of receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The allowance for doubtful accounts is estimated based on historical knowledge of the grantor or agency. If events or changes in circumstances indicate that specific receivable balances may be impaired, further consideration is given to the collectability of those balances and the allowance is adjusted accordingly. Past due receivable balances are written-off when internal collection efforts have been unsuccessful in collecting the amount due.

**Income Taxes**

ImmDef is exempt from taxes under Section 501(c) (3) of the Internal Revenue Code and from state income taxes under section 23701(d) of the California Revenue and Taxation Code. Accordingly, no provision or benefit for federal or state income taxes is recorded in the accompanying financial statements.

ImmDef is subject to audit by tax authorities, including a review of its nonprofit status. The Organization's Forms 990, *Return of Organization Exempt from Income Tax* are subject to examination by the federal taxing authorities within three years from the latest filing date. The Organization's tax returns for the years ending 2019, 2018 and 2017 are subject to examination by federal taxing authorities. The Organization's Forms 199 *California Exempt Organization Annual Information Return* are subject to examination by the state taxing authorities within four years from the latest filing. The Organization's tax returns for the years ending 2019, 2018, 2017, and 2016 for state taxes are subject to examination by state taxing authorities.

**Functional Allocation of Expenses**

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function and therefore, require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include personnel expenses, occupancy professional services and other expenses. These expenses are either allocated on a basis of time efforts and purpose or square footage.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 2: SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Equipment and Software**

Equipment and software are stated at cost or fair value at date of donation. Additions and betterments greater than \$1,000 are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently. Fixed assets are recorded at cost and are being depreciated over their useful lives. Property, furniture and equipment is depreciated over 3 to 5 years using the straight-line method of depreciation/amortization.

**NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

ImmDef monitors its liquidity so that it is able to meet its operating needs and other contractual commitments. ImmDef is currently redefining the liquidity management plan, to consider investing cash in excess of daily requirements in short-term investments, CDs, and money market funds.

The following table reflects ImmDef's financial assets as of December 31, 2019:

Cash	\$ 2,540,190
Receivables	<u>2,330,452</u>
Financial assets available for general expenditure within one year of the date of the statement of financial position	<u>\$ 4,870,642</u>

**NOTE 4: CONCENTRATION OF CREDIT RISK**

The Organization maintained cash balances in one financial institution which exceeded insurance limits by the Federal Deposit Insurance Corporation. These balances collectively exceeded the \$250,000 federally insured limit by approximately \$2,265,485

**NOTE 5: GRANTS RECEIVABLE**

Grants receivable as of December 31, 2019 and 2018 amounted to \$2,330,452 and \$1,130,010 respectively.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 6: FURNITURE, EQUIPMENT, AND SOFTWARE**

Equipment and software at December 31, 2019 and 2018 consisted of the following:

	December 31,	
	<u>2019</u>	<u>2018</u>
Computers and software	\$ 59,932	\$ 59,932
Copier	10,073	10,073
Furniture and Fixtures	10,874	-
Total cost	<u>80,879</u>	<u>70,005</u>
Less: Accumulated depreciation	63,379	46,283
	<u>\$ 17,500</u>	<u>\$ 23,722</u>

Depreciation expense for the years ended December 30, 2019 and 2018 was \$17,096 and \$19,344 , respectively.

**NOTE 7: CONDITIONAL CONTRIBUTION**

The Organization received cash advances on conditional contributions. As of December 31, 2019, and 2018, the Organization’s conditional contributions included the following:

	December 31,	
	<u>2019</u>	<u>2018</u>
Deferred Grant Advances	<u>\$ 157,060</u>	<u>\$ -</u>

**NOTE 8: OPERATING LEASE COMMITMENTS**

ImmDef rents its facilities under month to month and fixed term operating leases. The monthly lease payments range from \$311 to \$11,307. The leases expire between March 2021 and January 2023. The following are the future minimum rental payments under fixed term operating leases as of December 31, 2019:

<u>Year Ended</u> <u>December 31,</u>	
2020	\$ 347,051
2021	138,420
2022	14,782
2023	<u>340</u>
	<u>\$ 500,593</u>

Rent expense for the years ended December 31, 2019 and 2018 was \$346,928 and \$266,432 , respectively.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 9: CONCENTRATIONS AND CREDIT RISKS**

ImmDef's revenue was primarily derived from being a subcontractor of Vera Institute of Justice ("Vera"). As of December 31, 2019, and 2018 approximately 52% and 63% or approximately \$1,200,000 and \$712,000 of the Organization's accounts receivables were from VERA. For the year ended December 31, 2019, and 2018 approximately 92% and 94% or \$3,973,422 and \$3,850,605 of service fee revenue were from Vera.

**NOTE 10: NET ASSETS WITH DONOR RESTRICTIONS**

The activity in grant awards with donor restrictions were as follows:

Grantor	Grant Amount	
	Award	Released
Foundations with restrictions	\$ 1,276,276	\$ 1,674,351
Government contracts with restrictions	350,000	230,398
	\$ 1,626,276	\$ 1,904,749

Year Ended December 31, 2018

Grantor	Grant Amount	
	Award	Released
Foundations with restrictions	\$ 1,953,058	\$ 1,259,034
Government contracts with restrictions	1,358,034	147,355
	\$ 3,311,092	\$ 1,406,389

Net assets with donor restrictions as of December 31, 2019 was \$2,013,730 and was comprised of \$891,937 in accounts receivable. Net assets with donor restrictions as of December 31, 2018 was \$2,292,203 and was comprised of \$388,000 accounts receivable.

**NOTE 11: SPECIAL EVENTS**

The Organization engaged in various fund-raising activities during the year ended December 31, 2019. The following is a summary of these events' revenues and expenses:

	Year Ended December 31, 2019		
	Revenue	Expenses	Net Revenue
Día de los Niños	\$ 66,778	\$ 24,763	\$ 42,015
Tacos & Tequila	56,311	17,496	38,815
Día de los muertos	94,064	39,141	54,923
Total Special Event Income, net	\$ 217,153	\$ 81,400	\$ 135,753

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 12: RETIREMENT PLAN 401(K)**

Beginning in January 1, 2018, ImmDef began offering a 401(k) savings plan. The Organization adopted a policy to match 401(k) plan contributions up to 3% of wage costs for employees with more than 6 months of employment. The matched contributions totaled \$71,160 and \$40,950 for the years ended December 31, 2019 and 2018, respectively.

**NOTE 13: CONTINGENCIES**

ImmDef's grants and contracts are subject to inspection and audit by donors. The purpose is to determine whether program funds were used in accordance with their respective guidelines and regulations. The potential exists for disallowance of previously funded program costs and services. The ultimate liability, if any, which may result from these audits cannot be reasonably estimated.

**NOTE 14: SUBSEQUENT EVENTS**

ImmDef has evaluated events subsequent to December 31, 2019 to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through May 14, 2021, the date the financial statements were available to be issued.

*COVID-19*

In December 2019 and early 2020, the coronavirus that causes COVID-19 was reported to have surfaced in China. The spread of this virus globally including in early 2020 has caused business disruption domestically in the United States, the area in which the Organization operates. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration of this uncertainty.

*Paycheck Protection Program Loan*

In May 2020, the Organization received loan proceeds in the amount of \$997,195 from the U.S. Small Business Administration (SBA) pursuant to the Paycheck Protection Program (PPP). The loan and accrued interest are forgivable after up to 24 weeks as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the 24-week period.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1% with a deferral of payments for the first six months. The Organization has used the proceeds for purposes consistent with the PPP. The Organization currently believes that its use of the loan proceeds will meet conditions for forgiveness of the loan, however, the Organization has not yet applied for forgiveness.

**IMMIGRANT DEFENDERS LAW CENTER**  
**(A California Nonprofit Corporation)**  
**Notes to Financial Statements**  
**For the Years Ended December 31, 2019 and 2018**

**NOTE 14: SUBSEQUENT EVENTS (Continued)**

*Collective Bargaining Arrangement*

ImmDef recognized the International Association of Machinists and Aerospace Workers Union as the exclusive bargaining agents of the collective bargaining unit at ImmDef in October 2018. ImmDef and the Union reached a final collective bargaining agreement on January 17, 2020.



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number CM21-078**  
**For**  
**The Long Beach Justice Fund**

Release Date:	06/18/2021
Questions Due to the City:	06/29/2021
Posting of the Q & A:	07/13/2021
Due Date:	07/27/2021

City Contact: *Tommy Ryan*

Buyer

562-570-5664

**See Section 4 for instructions on submitting proposals.**

Company Name Immigrant Defenders Law Center Contact Person Renee Garcia  
 Address 634 S. Spring St. 10th Floor City Los Angeles State CA Zip 90042  
 Telephone (213) 634-0999 Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. ██████████  
 E-mail: rgarcia@immdef.org

Prices contained in this proposal are subject to acceptance within ASAP calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 6/25/21

Signed *Lindsay Toczyłowski*

Print Name & Title Lindsay Toczyłowski, Executive Director

Rev 2016 0919





City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

*Lindsay Toczyłowski* *7/24/21*  
Authorized signature and date

Lindsay Toczyłowski, ED.  
Print Name & Title





City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
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Questions Due to the City:	06/29/2021
Posting of the Q & A:	07/13/2021
Due Date:	07/27/2021

City Contact: *Tommy Ryan*

Buyer

562-570-5664

**See Section 4 for instructions on submitting proposals.**

Company Name Immigrant Defenders Law Center Contact Person Renee Garcia  
 Address 634 S. Spring St. 10th Floor City Los Angeles State CA Zip 90042  
 Telephone (213) 634-0999 Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. [REDACTED]  
 E-mail: rgarcia@immdef.org

Prices contained in this proposal are subject to acceptance within ASAP calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 6/25/21

Signed *Lindsay Toczyłowski*

Print Name & Title Lindsay Toczyłowski, Executive Director

Rev 2016 0919

LT Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

/ Yes  No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 24 day of 7, 2021, at LA, CA

Name Lindsay Toyonade; Signature Lindsay Toyonade

Title E.D. Federal Tax ID No. 

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Immigrant Defenders Law Center</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> C Corporation
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>634 S Spring Street, 10th Floor</b>
<b>6</b> City, state, and ZIP code <b>Los Angeles, CA 90014</b>	<b>7</b> List account number(s) here (optional)
<b>Requester's name and address (optional)</b>	

<b>Part I Taxpayer Identification Number (TIN)</b>													
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.													
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; padding: 2px;"><b>Social security number</b></td> </tr> <tr> <td style="width: 25%; text-align: center;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div> </td> <td style="width: 25%; text-align: center;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="width: 25%; text-align: center;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div> </td> <td style="width: 25%; text-align: center;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div> </td> </tr> </table> <p style="text-align: center; margin: 2px;"><b>or</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; padding: 2px;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 50%; text-align: center;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div> </td> <td style="width: 50%; text-align: center;"> <div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div> </td> </tr> </table>	<b>Social security number</b>		<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>	-	-	<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>	<b>Employer identification number</b>		<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>
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<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>	<div style="border: 1px solid black; width: 100%; height: 20px; margin: 2px;"></div>												
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<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>3. I am a U.S. citizen or other U.S. person (defined below); and</li> <li>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol>	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5.25.21</b>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

## VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	IMMIGRANT DEFENSE LAW CENTER		
DBA Name (same as line 2 on W9):			
Federal Tax ID Number (or SSN)	[REDACTED]	required (this number is a fed tax ID.	leave blank if not applicable <input type="radio"/> SSN <input type="radio"/>
Web Address:	immdef.org		
Purchase Order Address:	634 S. SPRINGS ST. 10 <sup>TH</sup> FL.		
Attn:	Rene Garcia		
City:	LA		
State:	CA	Zip Code:	90014
Contact Name:			
Email:	RGARCIA@immdef.org		
Phone Number:	213 634 7615		
Fax:			
Toll Free:			
If 'remit to' address is the same as the purchase order address, put SAME in first box only			
'Remit to' Address :	SAME		
Attn:	SAME		
City:			
State:	Zip Code:		
Contact Name:			
Email:			
Phone Number:			
Fax:			
Toll Free:			
Type of Ownership:			
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input type="radio"/>	LLC <input type="radio"/> Nonprofit <input checked="" type="radio"/> Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)			
MBE <input type="radio"/>	WBE <input type="radio"/>	Local <input type="radio"/>	DBE <input type="radio"/> Certified SBE <input type="radio"/> Certified Micro <input type="radio"/>
State certification number.			

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Immigrant Defenders Law Center Federal Tax ID No. [REDACTED]  
Address: 634 S Spring St. 10th Floor  
City: LA State: CA ZIP: 90014  
Contact Person: Renee Garcia Telephone: 213-634-7615  
Email: rgarcia@mndcf.org Fax: \_\_\_\_\_

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. \_\_\_ Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes \_\_\_ No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes \_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
\_\_\_ Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes \_\_\_ No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- \_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Lindsay Tocoglaszi Title: ED

Signature: *Lindsay Tocoglaszi* Date: 7/24/21

Business Entity Name: IMMDEF



City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment H

### Insurance Requirements

#### CONTRACTOR = LEGAL SERVICES PROVIDER (LSP)

INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS COMMISSIONS AND BOARDS, AND THEIR OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LIABILITY, LOSS, LIENS, DAMAGE, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING FROM OR IN ANY WAY CONNECTED OR ALLEGED TO BE CONNECTED WITH CONTRACTOR'S PERFORMANCE OF THE WORK UNDER THIS AGREEMENT AND FROM ANY ACT OR OMISSION, WILLFUL MISCONDUCT, OR NEGLIGENCE (ACTIVE OR PASSIVE) BY OR ALLEGED TO BE BY CONTRACTOR, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS EITHER AS A SOLE OR CONTRIBUTORY CAUSE, SUSTAINED BY ANY PERSON OR ENTITY (INCLUDING EMPLOYEES OR REPRESENTATIVES OF CITY OR CONTRACTOR). THE FOREGOING SHALL NOT APPLY TO CLAIMS OR CAUSES OF ACTION CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS COMMISSIONS AND BOARDS, OR THEIR OFFICIALS, EMPLOYEES, OR AGENTS.

**INSURANCE.** As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach and its officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the **City of Long Beach, and its officials, employees, and agents**.
- (c) If use of vehicles is part of the scope (e.g., transporting clientele), Commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) covering Symbol 1 (any auto).

LT Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

Yes  No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 24 day of 7, 2021, at LA, CA

Name Lindsay Toyvalde Signature Lindsay Toyvalde

Title E.D. Federal Tax ID No. 



## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, October 15, 2018. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C3787383 IMMIGRANT DEFENDERS LAW CENTER

**Registration Date:** 05/13/2015  
**Jurisdiction:** CALIFORNIA  
**Entity Type:** DOMESTIC NONPROFIT  
**Status:** ACTIVE  
**Agent for Service of Process:** **CCS GLOBAL SOLUTIONS, INC. (C3489416)**  
To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.

**Entity Address:** 634 SOUTH SPRING STREET, 10TH FLOOR  
LOS ANGELES CA 90014

**Entity Mailing Address:** 634 SOUTH SPRING STREET, 10TH FLOOR  
LOS ANGELES CA 90014

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of May.

Document Type	↕ File Date	↕ PDF
SI-COMPLETE	03/22/2018	
SI-COMPLETE	12/17/2015	
AMENDMENT	07/13/2015	
REGISTRATION	05/13/2015	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

Modify Search

New Search

Back to Search Results



City of Long Beach

Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> Floor, Long Beach, California 90802  
p 562.570.6200

July 14, 2021

**NOTICE TO PROPOSERS  
ADDENDUM NO. 1: Q & A**

**RFP No. CM21-078  
Long Beach Justice Fund**

**This addendum changes and supersedes the language in the original RFP. Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.**

The City would like to remind Proposers that pursuant to Section 4.1.1 of the RFP, the City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified in the RFP, unless confirmed in writing by the City Contact or Alternate City Contact.

**The questions and answers are as follows:**

1. Q: Do we need to have the insurance certificates completed naming the City of LB at the time we turn in the proposal or are these only due at the time of contract signing?

A: Insurance certificates are not needed at the time of submission. The awarded contractor will need to supply insurance prior to contract execution.

PREPARED BY: Tommy Ryan, Buyer II

ACKNOWLEDGED BY: Immigrant Rinded Law Center  
Company Name  
Lindsay Tracy Law E.L.  
Print Name Title  
Lindsay Tracy Law 7/27/21  
Signature Date

# EXHIBIT “B”

## Immigrant Defenders Law Center

<b>Program</b>	<b>Long Beach Justice Fund</b>				
<b>Funder:</b>	City of Long Beach				
<b>Date Prepared:</b>	7/26/2021				
<b>Start Date</b>	10/1/2021				
<b>End Date</b>	9/30/2022				
<b>Personnel Expenses</b>					
Staff Name	Position Category	Base Annual Salary	% FTE on Program	Annual Fringe (Base Annual Salary x fringe %)	Total
Lisa Okamoto	Directing Attorney	\$ 94,396.16	5%	\$ 19,823.19	\$ 5,710.97
Iliana Gomez	Managing Attorney	\$ 77,250.00	10%	\$ 16,222.50	\$ 9,347.25
Mona Iman	Staff Attorney	\$ 72,000.00	100%	\$ 15,120.00	\$ 87,120.00
Sarah Poblano	Paralegal	\$ 51,417.60	100%	\$ 10,797.70	\$ 62,215.30
TBH	Legal Assistant	\$ 37,440.00	25%	\$ 7,862.40	\$ 11,325.60
<b>TOTAL PERSONNEL EXPENSES</b>			2.40		\$ 175,719
<b>TOTAL % OF FTE</b>			2.00%		
<b>Other Than Personnel Expenses (OTPE)</b>					
Expense (for example, "rent")	(for example, "\$100/ month * 12 months")				Total
Rent & Occupancy Costs	[Yearly \$amount] * %FTE				\$ 12,400
Software	[Yearly \$amount] * %FTE				\$ 1,620
Printing & Copying	[Yearly \$amount] * %FTE				\$ 201
Postage	[Yearly \$amount] * %FTE				\$ 1,023
Supplies	[Yearly \$amount] * %FTE				\$ 800
Local Travel	Average 50 miles per week for 48 weeks				\$ 1,344
G & A Rate	12%				\$ 21,892
<b>TOTAL OTPE EXPENSES</b>					\$ 39,281
<b>TOTAL BUDGET</b>					\$ 215,000

# EXHIBIT “C”

City's Key Employee:

Teresa Chandler,

Deputy City Manager,

or designee

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Contractor's Key Employee:  
Lindsay Toczyłowski