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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36515

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT ("Agreement") is made and entered into, as of January 30, 2023, for reference purposes only, by and between the CITY OF LONG BEACH ("City"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and COMMUNITY PARTNERS as the fiscal sponsor for THE MAYOR'S FUND FOR EDUCATION, ("CONTRACTOR"), a California nonprofit corporation with its principal place of business at 1000 N. Alameda Street, Suite 240, Los Angeles, California 90012.

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress on March 10, 2021 and signed into law on March 11, 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency and bring back jobs; and

WHEREAS, on March 16, 2021, the Long Beach City Council approved the Long Beach Recovery Act (LB Recovery Act), a COVID-19 recovery program that utilizes federal ARPA funds among other funding sources to support City programs in three main categories - Economic Recovery, Healthy and Safe Community, and Securing Our City's Future; and

WHEREAS, the purpose of this LB Recovery Act contract award to CONTRACTOR is to respond to the COVID-19 public health emergency; and

WHEREAS, as part of the Healthy and Safe Community category of the LB Recovery Act, the City has a need for specialized services requiring unique skills in order to implement the Early Childhood Education Enrollment Hub Program ("ECE Hub"), a digital early childhood enrollment for early childcare and education programs into a single online platform, including coordinating efforts among the City's early childhood education providers, marketing efforts to promote the ECE Hub, and distribution of the early childhood education tuition assistance for those in need; and

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1 WHEREAS, City did, by Resolution No. RES-22-0121, determine that
2 CONTRACTOR is the only nonprofit provider that can effectively coordinate the
3 development of the ECE Hub based on its existing relationships and position of trust with
4 the bulk of childcare providers in the community, knowledge of available early childhood
5 education funding streams, understanding the data components for the ECE Hub platform
6 and the school identifiers, working partnership with Long Beach Unified School District and
7 the potential to fulfill the City’s long-term goal of providing an in-person and phone resource
8 for early childhood education enrollment services; and

9 WHEREAS, by reason of the foregoing, no useful purpose would be served
10 by advertising for bids to perform the specialized services, and to do so would constitute
11 an idle and useless act and an unnecessary expenditure of public funds; and

12 WHEREAS, City desires to have CONTRACTOR perform these services
13 related to the Program, and CONTRACTOR is willing and able to do so on the terms and
14 conditions, including exhibits, in this Agreement;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
16 conditions in this Agreement, the City and the CONTRACTOR agree as follows:

17 1. PROGRAM. The City agrees to provide funding to the
18 CONTRACTOR for the development and implementation of the ECE Hub (“Program”). The
19 anticipated scope of work for the Program is set forth in Exhibit “A” attached hereto and
20 incorporated by this reference.

21 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that
22 the City’s total contribution for the CONTRACTOR’S approved Program shall not exceed
23 Six Hundred Thousand Dollars (\$600,000).

24 3. FUNDING AMOUNT, INVOICING, AND METHOD OF PAYMENT.
25 Funding shall be expended by CONTRACTOR for authorized eligible expenditures in
26 accordance with the Program budget, delineated in Exhibit “B” attached hereto and
27 incorporated by this reference. City shall pay CONTRACTOR in due course following
28 receipt from CONTRACTOR and approval by City of invoices showing the goods and/or

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1 services or task performed, the time expended (if billing is hourly) and hourly rates, the
2 name of the Program, and the City number assigned to this Agreement. CONTRACTOR
3 shall certify on the invoices that CONTRACTOR has performed the services in full
4 conformance with this Agreement and is entitled to receive payment.

5 4. TERM. The term of this Agreement shall commence upon execution
6 of this Agreement by the City Manager ("Commencement Date") and, subject to the
7 termination provisions of paragraph 7, end on the earlier of eighteen (18) months from the
8 Commencement Date, or the final disbursement of the full funding amount and completion
9 of any required close out activities and reports (the "Term"). CONTRACTOR shall not
10 begin work until the Agreement term has commenced and until CONTRACTOR'S evidence
11 of insurance has been delivered to and approved by City. The Term is subject to the
12 termination provisions of this Agreement. In performance of the Program, all expenditures
13 must be incurred by CONTRACTOR, and all services must be provided by CONTRACTOR
14 within the Term. City will not be obligated to reimburse expenses incurred after the
15 Agreement term, and CONTRACTOR will be obligated to repay City for any funds received
16 but not expended within the Term.

17 5. AUDIT AND RECORD REQUIREMENTS. City shall have the right at
18 all reasonable times during the term of this Agreement and for a period of five (5) years
19 after termination or expiration of this Agreement to examine, audit, inspect, review, extract
20 information from and copy all books, records, accounts and other documents of
21 CONTRACTOR relating to this Agreement. The CONTRACTOR shall follow all generally
22 accepted accounting procedures and practices and shall maintain books, records,
23 documents, and other evidence which sufficiently and properly account for the expenditure
24 of funds. The books, records and documents shall be subject at all reasonable times to
25 inspection, reviews, or audits by the City in order that the Program, management, and fiscal
26 policies of the CONTRACTOR may be evaluated to assure the proper and effective
27 expenditure of public funds.

28 6. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its

1 performance reporting with City's representative, Dr. Alejandra Albarran-Moses, 2525
2 Grand Ave., Rm 250, Long Beach, CA 90815, (alejandra.albarranmoses@longbeach.gov).
3 CONTRACTOR shall provide any reports requested by City regarding performance of the
4 Agreement in the form requested by City and shall be provided in a timely manner as
5 requested by City and as outlined in Exhibit "A".

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

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

17 B. City and CONTRACTOR may mutually agree to terminate this
18 Agreement. City in its sole discretion will determine if, as part of the agreed
19 termination, CONTRACTOR is required to return any or all the disbursed funds.

20 C. Termination is not an exclusive remedy but will be in addition
21 to any other rights and remedies provided in equity, by law, or under this Agreement.
22 Following termination by City, CONTRACTOR shall continue to be obligated to City
23 for the return of funds in accordance with applicable provisions of this Agreement.
24 In the event of termination under this section, City's obligation to reimburse
25 CONTRACTOR is limited to allowable costs incurred and paid by the
26 CONTRACTOR prior to the effective date of termination, and any allowable costs
27 determined by City in its sole discretion to be reasonable and necessary to cost-
28 effectively wind up the Agreement. Termination of this Agreement for any reason

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1 or expiration of this Agreement shall not release the parties from any liability or
2 obligation set forth in this Agreement that is expressly stated to survive any such
3 termination or expiration.

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

9 E. In the event of termination under this Section, City shall pay
10 CONTRACTOR for services satisfactorily performed and costs incurred up to the
11 effective date of termination for which CONTRACTOR has not been previously paid.
12 The procedures for payment in paragraph 3 with regard to invoices shall apply.
13 Within five (5) working days of the effective date of termination and as a condition
14 for City's final payment to CONTRACTOR, CONTRACTOR shall deliver to City all
15 Data developed or accumulated in the performance of this Agreement, whether in
16 draft or final form, or in process.

17 8. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD
18 MONEY DUE. The discretionary right of City to terminate this Agreement for convenience
19 notwithstanding, City shall have the right to terminate the Agreement and to recapture, and
20 be reimbursed for any payments made by City: (i) that are not allowed under applicable
21 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,
22 including any unapproved expenditures. The City may also withhold such amounts due or
23 to become payable under this Agreement to the CONTRACTOR as may be necessary to
24 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the
25 CITY.

26 9. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will
27 establish safeguards to prohibit its employees from using their positions for a purpose that
28 constitutes or presents the appearance of personal or organizational conflict of interest or

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1 personal gain, whether for themselves or others, particularly those with whom they have
2 family, business, or other ties. The CONTRACTOR will operate with complete
3 independence and objectivity without actual, potential, or apparent conflict of interest with
4 respect to its performance under this Agreement.

5 10. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands
6 that City does not tolerate any type of fraud, waste, or misuse of funds. City's policy is to
7 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities
8 and providing guidelines to enforce controls. Any violations of law or standards of ethical
9 conduct will be investigated, and appropriate actions will be taken. The CONTRACTOR
10 understands and agrees that misuse of award funds may result in a range of penalties,
11 including suspension of current and future funds, suspension or debarment from federal,
12 state, and City grants, recoupment of monies provided under an award, and civil and/or
13 criminal penalties.

14 11. SEVERABILITY. If any provisions of this Agreement are rendered or
15 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be
16 modified or deleted in such manner so as to afford the party for whose benefit it was
17 intended the fullest benefit commensurate with making this Agreement, as modified,
18 enforceable, and the remainder of this Agreement and the application of such provision to
19 other persons or circumstances shall not be affected thereby, but shall be enforced to the
20 greatest extent permitted by applicable law.

21 12. AMBIGUITIES. To the extent the terms and conditions of this
22 Agreement do not address a particular circumstance or are otherwise unclear or
23 ambiguous, such terms and conditions are to be construed consistent with the general
24 objectives, expectations and purposes of this Agreement and in all cases, according to its
25 fair meaning. The parties acknowledge that each party and its counsel have reviewed this
26 Agreement and that any rule of construction to the effect that any ambiguities are to be
27 resolved against the drafting party shall not be employed in the interpretation of this
28 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed

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1 in such a manner as to accomplish the purpose of the Agreement.

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

14 14. INSURANCE.

15 A. As a condition precedent to the effectiveness of this
16 Agreement, CONTRACTOR shall procure and maintain, at CONTRACTOR's
17 expense for the duration of this Agreement, from insurance companies that are
18 admitted to write insurance in California or 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 \$2,000,000 per each occurrence and \$4,000,000 general aggregate from
23 and against claims, demands, causes of action, expenses, costs, or liability
24 for injury to or death of persons, or damage to or loss of property arising out
25 activities performed by or on behalf of the CONTRACTOR. This coverage
26 shall include but not be limited to broad form contractual liability, cross
27 liability, independent contractors liability, and products and completed
28 operations liability. City, its boards and commissions, and their officials,

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1 employees and agents shall be named as additional insureds by
2 endorsement (on City’s endorsement form or on an endorsement equivalent
3 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
4 shall contain no special limitations on the scope of protection given to City,
5 its boards and commissions, and their officials, employees and agents. This
6 policy shall be endorsed to state that the insurer waives its right of
7 subrogation against City, its boards and commissions, and their officials,
8 employees and agents.

9 (b) Workers' Compensation insurance as required by the California
10 Labor Code and employer’s liability insurance in an amount not less than
11 \$1,000,000 per accident or occupational illness. This policy shall be
12 endorsed to state that the insurer waives its right of subrogation against
13 City, its boards and commissions, and their officials, employees and agents.

14 (c) Professional liability or errors and omissions insurance in an
15 amount not less than \$1,000,000 per claim and in aggregate covering the
16 services provided pursuant to this Agreement.

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

20 (e) Electronic data processing liability and cyberspace/online liability
21 in an amount not less than One Million Dollars (\$1,000,000) per claim
22 covering the services provided pursuant to this Agreement.

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

28 C. Each insurance policy shall be endorsed to state that coverage

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

E. 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.

F. 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 policies of CONTRACTOR and any subcontractors at any time.

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1 Any modification or waiver of the insurance requirements herein shall be made only
2 with the approval of City Risk Manager.

3 G. In addition, CONTRACTOR shall, within thirty (30) days prior to
4 expiration of the insurance, furnish to City certificates of insurance and
5 endorsements evidencing renewal of the insurance. CONTRACTOR shall make
6 available to City's Risk Manager or designee all books, records and other
7 information relating to this insurance, during normal business hours.

8 H. Any modification or waiver of these insurance requirements
9 shall only be made with the approval of City's Risk Manager or designee. Not more
10 frequently than once a year, City's Risk Manager or designee may require that
11 CONTRACTOR and sub-contractor change the amount, scope or types of
12 coverages required in this Section if, in his or her sole opinion, the amount, scope
13 or types of coverages are not adequate.

14 I. The procuring or existence of insurance shall not be construed
15 or deemed as a limitation on liability relating to CONTRACTOR's performance or as
16 full performance of or compliance with the indemnification provisions of this
17 Agreement.

18 15. INDEMNITY.

19 A. CONTRACTOR shall indemnify, protect and hold harmless
20 City, its Boards, Commissions, and their officials, employees and agents
21 ("Indemnified Parties"), from and against any and all liability, claims, demands,
22 damage, loss, obligations, causes of action, proceedings, awards, fines, judgments,
23 penalties, costs and expenses, arising or alleged to have arisen, in whole or in part,
24 out of or in connection with (1) CONTRACTOR'S breach or failure to comply with
25 any of its obligations contained in this Agreement, including any obligations arising
26 from the Program's compliance with or failure to comply with applicable laws,
27 including all applicable federal and state labor requirements including, without
28 limitation, the requirements of California Labor Code section 1770 et seq. or (2)

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1 negligent or willful acts, errors, omissions or misrepresentations committed by
2 CONTRACTOR, its officers, employees, agents, sub-CONTRACTORS, or anyone
3 under CONTRACTOR’S control, in the performance of work or services under this
4 Agreement (collectively “Claims” or individually “Claim”).

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

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

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

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

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

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1 its interests.

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

13 19. ASSIGNMENT. The CONTRACTOR may not assign rights or duties
14 under an award, or subcontract delivery of services, without the prior written consent of the
15 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default
16 by its assignee.

17 20. CONSTRUCTION OF AGREEMENT. The masculine shall be
18 deemed to embrace and include the feminine and the singular shall be deemed to embrace
19 and include the plural whenever required in the context of this Agreement.

20 21. NOTICES. Any notices to be given under this Agreement shall be
21 given in writing. Such notices may be served by personal delivery, facsimile transmission
22 or by first class regular mail, postage prepaid. Any such notice, when served by mail, shall
23 be effective two (2) calendar days after the date of mailing of the same, and when served
24 by facsimile transmission or personal delivery shall be effective upon receipt. For the
25 purposes hereof, the address of City, and the proper person to receive any such notices
26 on its behalf, is: Dr. Alejandra Albarran-Moses, 2525 Grand Ave. Rm 250, Long Beach, CA
27 90815, (alejandra.albarranmoses@longbeach.gov); and for the CONTRACTOR: Alicia
28 Lara on behalf of Community Partners, 1000 N. Alameda Street, Suite 240, Los Angeles,

1 California 90012, (Alicia.Lara@communitypartners.org); and Karissa Selvester on behalf
2 of The Mayor’s Fund for Education, 65 Pine Ave., #898, Long Beach CA 90802,
3 (kselvester@mayorsfundfored.org).

4 22. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
5 representations as to the tax consequences associated with the disbursement of funds
6 related to this Agreement, and any determination related to this issue is the sole
7 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its
8 own tax advisors or tax attorneys regarding this transaction or having had an opportunity
9 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot
10 provide advice regarding the tax consequences or implications of the funds disbursed to
11 CONTRACTOR under the terms of this Agreement.

12 23. OWNERSHIP OF DATA. All data and records generated by or
13 furnished to CONTRACTOR in connection with services provided pursuant to this
14 Agreement, including but not limited to documents, estimates, calculations, studies, maps,
15 graphs, charts, samples, models, reports, summaries, drawings, designs, notes, plans,
16 memorandum, tabular data, and grant application/beneficiary information (“Data”) shall be
17 the exclusive property of City. Data shall be given to City, in a format identified by City,
18 and City shall have the unrestricted right to use and disclose the Data in any manner and
19 for any purpose without payment of further compensation to CONTRACTOR. Copies of
20 Data may be retained by CONTRACTOR but CONTRACTOR warrants that Data shall not
21 be made available to any person or entity for use without the prior approval of City. This
22 warranty shall survive termination of this Agreement. All systems, technology and
23 Intellectual Property owned, developed, or created by CONTRACTOR shall be owned by
24 CONTRACTOR.

25 24. DATA ACCESS. City strongly prefers programmatic access to
26 software systems via a well-documented Application Programming Interface (API) using
27 modern frameworks. Other preferred means of data access include direct connections with
28 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or

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1 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within seven (7)
2 calendar days of a request by City, CONTRACTOR shall make available to the City all
3 Data contained within any system(s) covered as part of this Agreement in a non-
4 proprietary, machine-readable format.

5 25. CONFIDENTIALITY. CONTRACTOR shall keep all Data confidential
6 and shall not disclose the Data or use the Data directly or indirectly, other than in the course
7 of performing its services, during the term of this Agreement or following expiration or
8 termination of this Agreement. In addition, CONTRACTOR shall keep confidential all
9 information, whether written, oral or visual, obtained by any means whatsoever in the
10 course of performing its services for the same period of time. CONTRACTOR shall not
11 disclose any or all of the Data to any third party, or use it for CONTRACTOR'S own benefit
12 or the benefit of others except for the purpose of this Agreement. City considers all
13 application documents and information to be confidential and such Data will not be
14 disclosed except as otherwise required by applicable law.

15 26. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable
16 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates
17 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly
18 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has
19 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or
20 (d) must be disclosed pursuant to subpoena or court order.

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

28 28. COUNTERPART AND ELECTRONIC SIGNATURES. This

1 Agreement may be executed in one or more counterparts, each of which shall constitute
2 an original and all of which when taken together shall constitute one Agreement. The
3 reference to "electronic signatures" in this Agreement shall include images of manually
4 executed signatures transmitted by facsimile or other electronic format (including, without
5 limitation, "pdf", "tif" or "jpg") and other electronic signatures (a.k.a. "eSignatures") or digital
6 signatures (including, without limitation, DocuSign and Adobe Sign). The use of electronic
7 signatures herein, or in any amendments to this Agreement, and any electronic records
8 related to this Agreement (including, without limitation, any contract or other record created,
9 generated, sent, communicated, received, or stored by electronic means), shall be of the
10 same legal effect, validity and enforceability as a manually executed signature or use of a
11 paper-based record-keeping system to the fullest extent permitted by applicable law.

12 29. SIGNATURE AUTHORITY. By signing this Agreement, each
13 individual executing this Agreement on behalf of the CONTRACTOR represents and
14 warrants that such individual has been duly authorized by any necessary action of the
15 CONTRACTOR to execute this Agreement on behalf of the CONTRACTOR and bind the
16 CONTRACTOR to the terms of this Agreement.

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

COMMUNITY PARTNERS as the fiscal sponsor for THE MAYOR'S FUND FOR EDUCATION

February 9, 2023, 2023

DocuSigned by:
By Alicia Lara
Name 55A006D7C0F9436...
Title President and CEO, Community Partners

February 9, 2023, 2023

DocuSigned by:
By Karissa Sebestian
Name FE51D986807A427...
Title Executive Director, Mayor's Fund for Education

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"CONTRACTOR"
CITY OF LONG BEACH, a municipal corporation

February 17, 2023

By Sandra J. Takum
City Manager

"City"

This Agreement is approved as to form on February 14, 2023.

DAWN MCINTOSH, City Attorney

By Marsha M. Yasuda
Marsha M. Yasuda, Deputy

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

Long Beach Early Childhood Education Hub Program

The Department of Health and Human Services is investing in a new Early Childhood Education Infrastructure Hub (ECE Hub) Program to create efficiencies for both parents and providers. In addition to ECE Hub development, child care tuition assistance will be made available through the ECE Hub system once developed. Both the ECE Hub and tuition assistance will support the local workforce's ability to return to work and the stabilization of the child care industry as both workers and child care programs recover from COVID-19. The ECE Hub will increase access to essential early childhood childcare services and stabilize the local child care industry through the creation of a centralized electronic enrollment system. The ECE Hub will be capable of utilizing and allocating not only existing childcare funding streams to the benefit of parents and childcare providers, but also potentially harnessing new funding as it becomes available to support equitable access to childcare and the sustainability of the essential early childhood industry. The development of the ECE Hub through a digital infrastructure and with a shared service model is a critical step to creating equitable access to high quality early education and creating opportunities for child care industry growth to meet the growing needs of families with young children.

Purpose:

Through the development of the Long Beach ECE Hub in collaboration with the Long Beach Unified School District (LBUSD), a centralized early learning enrollment system will be developed to:

1. Create a comprehensive ECE Infrastructure (i.e. software) Hub and Hub marketing/outreach strategy supporting shared services for families accessing care and childcare providers (including community-based providers and LBUSD) managing enrollment;
2. Increase equitable access to high quality early education for children ages 0-5 in Long Beach;
3. Streamline enrollment processes for families and providers;
4. Support the continued operations, sustainability, and growth of early education providers;
5. Develop the mechanism for future investment and braided funding in the early learning sector; and
6. Provide families in need with access to tuition assistance.

Geographic Focus:

Long Beach and more broadly the children within the LBUSD service area (i.e. Lakewood, Long Beach, Signal Hill).

Timeline:

Press Release: Upon Contract Signing

Program Development Start Date: Fall/Winter 2022

Program Launch: Winter 2022-23

Program End Date: December 2024 (with anticipated long-term continuation of the ECE Hub)

Objectives:

1. Create a centralized enrollment system for early child care and education inclusive of all licensed program types and funding sources (Program types include family child care, center based, head start, LBUSD, etc. Funding sources include state subsidized, federally funded, private pay, employer sponsored, etc.)
2. Launch a tuition assistance program for families who do not qualify for other financial assistance but still need help covering the cost of child care.
3. Collect data and facilitate data sharing between stakeholders to facilitate child care quality improvement; transitions between early childhood child care and TK-12 education system; and overall family/student needs assessment."

Services To Be Performed: The Mayor's Fund for Education will provide the following services:

Activity	Deliverable	Reporting/Key Milestones
Develop Centralized Enrollment System (Hub)	<ul style="list-style-type: none"> • Subcontract enrollment system technology in collaboration with LBUSD • Form advisory group to guide enrollment system needs to meet diversified funding stream requirements • Identify "quality" measurement tool for programs to be included in the Hub • Pilot enrollment system with small group of diverse provider types 	<ul style="list-style-type: none"> - Contract with technology provider signed - Technology piloted - # of funding streams included - Members of advisory group and engagement strategy identified - Reported quarterly
Develop a comprehensive Outreach and Communications Plan	<ul style="list-style-type: none"> • Communication and Outreach Plan created and implemented 	<ul style="list-style-type: none"> - Communications/Outreach Plan - Outreach activities - Samples of marketing collateral - Reported quarterly
Launch Centralized Enrollment System (ECE Hub)	<ul style="list-style-type: none"> • Providers utilize centralized enrollment system • Parents enroll children through the Hub 	<ul style="list-style-type: none"> - # of and type of providers enrolled - # of children enrolled - Reported monthly
With community partners, develop an equitable process for the distribution of tuition assistance to include	<ul style="list-style-type: none"> • Tuition assistance program operates within the Hub framework 	<ul style="list-style-type: none"> - # of children and age of children receiving tuition assistance - # of families that applied

EXHIBIT A

<p>qualifications, application process, and distribution of funding, all with a lens to equity and intent to serve families who do not qualify for state or federal subsidies but still need support to afford care</p>	<ul style="list-style-type: none"> • Collectively finalize qualifications, scholarship amounts, application process, program requirements, and distribution of funding • Include tuition assistance communication strategies within larger ECE Hub Communication and Outreach Plan • Accept and approve applications 	<ul style="list-style-type: none"> - Demographic information to include: zip code, income, and racial ethnic identification information - Scholarship guidelines - Reported monthly
<p>Identify key data points and data sharing opportunities</p>	<ul style="list-style-type: none"> • Seek data collaborations that align with Hub work • Explore data sharing with LBUSD K-12 systems • Identify and create reporting mechanisms for key data points that live within the Hub • Explore opportunities to share data • Utilize data available to inform industry and Hub growth and collaboration and improved connectivity with families and resources 	<ul style="list-style-type: none"> - Family and provider zip codes - Report on identified data sharing concepts and indicators as developed and solidified - Report on how data informs future early learning sector and family needs - Reported quarterly



**Mayor's Fund for Education
LB Recovery Act Phased Budget**

U-Pre K System (LB Recovery Act Sub-Award)	Total Grant Award LBRA	FY2023 Total	Payment 1 Upon Contract Execution	Payment 2 +4 months	FY2024 Total	Payment 3 +4 months	Payment 4 +4 months	Payment 5 +4 months
Digital Enrollment Platform (augmented)	\$ 118,800.00	\$118,800.00	\$118,800.00				\$0.00	
Enrollment/Tuition support for Providers	\$ 250,000.00	\$125,000.00		\$125,000.00	\$125,000.00	\$100,000.00		\$25,000.00
UPreK Oversight & ECE Recovery Coordination	\$ 119,530.00	\$87,330.00	\$43,665.00	\$43,665.00	\$32,200.00	\$10,733.33	\$10,733.33	\$10,733.34
Program Marketing	\$ 23,000.00	\$15,000.00	\$10,000.00	\$5,000.00	\$8,000.00		\$4,000.00	\$4,000.00
Content/Collateral Translation	\$ 2,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$500.00	\$500.00	
Supplies & prints	\$ 2,500.00	\$1,250.00	\$1,250.00		\$1,250.00	\$1,250.00		
Misc. Contingency	\$ 5,910.00	\$2,955.00	\$1,477.50	\$1,477.50	\$2,955.00	\$1,551.00	\$1,404.00	
Subtotal	\$ 521,740.00	\$351,335.00	\$175,692.50	\$175,642.50	\$170,405.00	\$113,054.83	\$10,657.33	\$39,739.34
Misc. Administration / Fiscal Sponsor Fee	\$ 78,260.00	\$52,700.25	\$24,700.25	\$28,000.00	\$25,559.75	\$17,105.15	\$2,495.60	\$5,959.00
TOTAL EXPENSES	\$ 600,000.00	\$404,035.25	\$200,392.75	\$203,642.50	\$195,964.75	\$131,139.48	\$19,132.93	\$45,692.34
Percentage of Total Contract		67.34%	33.40%	33.94%	32.66%	21.86%	3.19%	7.62%

SAM.GOV

COMMUNITY PARTNERS ACTIVE STATUS

EXPIRATION DATE: SEPTEMBER 16TH, 2023

COMMUNITY PARTNERS ● Active Registration

Unique Entity ID
N5PHFMM2U468

CAGE Code
4BYG4

Physical Address
1000 N ALAMEDA ST, STE
240, LOS ANGELES, CA 90012
USA

Entity

Expiration Date
Sep 16, 2023

Purpose of Registration
All Awards



**RESOLUTION OF THE BOARD OF DIRECTORS
OF COMMUNITY PARTNERS®**

RESOLVED that the Board of Directors of Community Partners, effective January 10, 2023, hereby authorizes the following persons to bind the corporation by any **contractual obligation** or **grant agreement** under the described conditions that they may execute on behalf of the corporation:

**Contractual obligations
up to and including \$25,000** Any of the following employees **acting alone**:

Alicia Lara
Joyce Williams

**Contractual obligations
up to and including \$250,000** Any of the following officers **acting alone**:

Alicia Lara

**Contractual obligations
\$250,000.01 and over** Any of the following officers **acting alone**:

Alicia Lara

With prior approval by **any** one of the following directors:

Helen B. Kim
Perry C. Parks III
Oscar E. Cruz

Grant agreements

up to and including \$25,000 Any of the following employees **acting alone:**

Alicia Lara

Grant agreements

up to and over \$500,000 Any of the following officers **acting alone:**

Alicia Lara

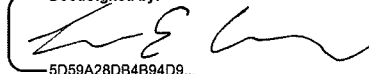
If the Grant agreement

- a) fails to provide sufficient funds to cover projected expenses of the obligations required under the grant, or
- b) changes policy or is inconsistent with current Community Partners policy in any material respect, or
- c) is for an amount greater than 10% of the prior fiscal year's total revenue

Prior approval by any one of the following directors is required:

Helen B. Kim
Perry C. Parks III
Oscar E. Cruz

I hereby certify that the above resolution was adopted by the Board of Directors of Community Partners effective January 10, 2023.

DocuSigned by:

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Oscar E. Cruz, Board Secretary

January 12, 2023

Date

SECRETATRY OF STATE (SOS)

COMMUNITY PARTNERS STATUS AS OF FEBRUARY 14TH, 2023

COMMUNITY PARTNERS
(1676288)



<i>Initial Filing Date</i>	11/16/1990
<i>Status</i>	Active
<i>Standing - SOS</i>	Good
<i>Standing - FTB</i>	Good
<i>Standing - Agent</i>	Good
<i>Standing - VCFCF</i>	Good
<i>Formed In</i>	CALIFORNIA
<i>Entity Type</i>	Nonprofit Corporation - CA - Public Benefit
<i>Principal Address</i>	1000 NORTH ALAMEDA STREET SUITE 240 LOS ANGELES, CA 90012
<i>Mailing Address</i>	1000 N. ALAMEDA STREET, SUITE 240 STE 240 LOS ANGELES,CA90012
<i>Statement of Info Due Date</i>	11/30/2024
<i>Agent</i>	Individual 3025187 ALICIA LARA 1000 N. ALAMEDA STREET SUITE 240 LOS ANGELES, CA 90012