

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

AGREEMENT

**36027**

THIS AGREEMENT is made and entered, in duplicate, as of August 30, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 21, 2019, by and between UNITED CAMBODIAN COMMUNITY, a California nonprofit organization ("Contractor"), with a place of business at 2201 E. Anaheim St., Suite 200, Long Beach, California 90804, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

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

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

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

1. SCOPE OF WORK OR SERVICES.

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

1 reference, in accordance with the standards of the profession, and City shall pay for  
2 these services in the manner described below, not to exceed Eight Thousand One  
3 Hundred Dollars (\$8,000), at the rates or charges shown in Exhibit "B".

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

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

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

1           forth in this Agreement, Contractor must immediately inform the City of that fact and  
2           may not proceed except at Contractor's risk until written instructions are received  
3           from the City.

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

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

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

19                    3.     COORDINATION AND ORGANIZATION.

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

28                    B.     The parties acknowledge that a substantial inducement to City

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

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

17 5. INSURANCE.

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

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

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

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

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

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

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

26 C. Each insurance policy shall be endorsed to state that coverage  
27 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
28 written notice to City, shall be primary and not contributing to any other insurance

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

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

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

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

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

1 scope or types of coverages required in this Section if, in his or her sole opinion, the  
2 amount, scope or types of coverages are not adequate.

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

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

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

27 8. MATERIALS. Contractor shall furnish all labor and supervision,  
28 supplies, materials, tools, machinery, equipment, appliances, transportation and services

1 necessary to or used in the performance of Contractor's obligations under this Agreement,  
2 except as stated in Exhibit "D".

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

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

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



1 course of performing its services for the same period of time. Contractor shall not disclose  
2 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
3 of others except for the purpose of this Agreement.

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

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

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

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

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

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

25 17. PREVAILING WAGES.

26 A. Consultant agrees that all public work (as defined in California  
27 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
28 Work"), if any, shall comply with the requirements of California Labor Code sections

1 1770 *et seq.* City makes no representation or statement that the Project, or any  
2 portion thereof, is or is not a “public work” as defined in California Labor Code  
3 section 1720.

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

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

18 19. INDEMNITY.

19 A. Consultant shall indemnify, protect and hold harmless City, its  
20 Boards, Commissions, and their officials, employees and agents (“Indemnified  
21 Parties”), from and against any and all liability, claims, demands, damage, loss,  
22 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
23 costs and expenses, including attorneys’ fees, court costs, expert and witness fees,  
24 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
25 in part, out of or in connection with (1) Consultant’s breach or failure to comply with  
26 any of its obligations contained in this Agreement, including all applicable federal  
27 and state labor requirements including, without limitation, the requirements of  
28 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,

1 omissions or misrepresentations committed by Consultant, its officers, employees,  
2 agents, subcontractors, or anyone under Consultant's control, in the performance  
3 of work or services under this Agreement (collectively "Claims" or individually  
4 "Claim").

5 B. In addition to Consultant's duty to indemnify, Consultant shall  
6 have a separate and wholly independent duty to defend Indemnified Parties at  
7 Consultant's expense by legal counsel approved by City, from and against all  
8 Claims, and shall continue this defense until the Claims are resolved, whether by  
9 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
10 breach, or the like on the part of Consultant shall be required for the duty to defend  
11 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
12 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
13 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 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
17 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
18 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

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

28 21. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 22. NONDISCRIMINATION.

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

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

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

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

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

27 C. If the Consultant fails to comply with the EBO, the City may  
28 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

1 to become due under the Agreement may be retained by the City. The City may  
2 also pursue any and all other remedies at law or in equity for any breach.

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

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

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

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

26 26. WAIVER. The acceptance of any services or the payment of any  
27 money by City shall not operate as a waiver of any provision of this Agreement or of any  
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

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

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

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

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

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

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

UNITED CAMBODIAN COMMUNITY, a California nonprofit organization

September 9, 2021

By   
Name Weston LaBar  
Title Chairman

September 9, 2021

By   
Name Antonio Gaskin  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

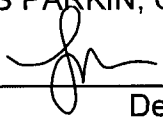
September 10, 2021

By   
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Agreement is approved as to form on September 9, 2021.

CHARLES PARKIN, City Attorney

By   
Deputy

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



# EXHIBIT “A”

## Scope of Work

## **RFQ HE18-099 PART II**

### **United Cambodian Community Proposal**

**Scope of work, including description of goals, expected outcomes, objectives, process outputs, and activities to measure impact. Upload separate document, if needed.**

United Cambodian Community (UCC) will increase capacity building and organizational development of at least 10 small non-profits. UCC will target promotion, outreach and registration of Asian American Pacific Islander (AAPI) non-profits with a budget less than \$500,000 a year. Organizations UCC will outreach to include Khmer Alumni Association, Qhmer, and API Professional Network.

UCC will increase the capacity and organizational development of small non-profits by:

- Promoting capacity building training through social media through at least 2 posts per training for a total of 6 social media posts
- Outreaching to at least 15 non-profits through personalized emails, calls, and text messaging
- Registering at least 10 organizations in one capacity building training

UCC will promote and outreach for capacity building opportunities through social media and personalized direct contact. UCC will translate outreach materials in multiple languages which may include Khmer, Vietnamese, and Tagalog. UCC will post social media promotion through Facebook and Instagram. In addition to social media outreach, UCC will conduct direct personalized outreach through emails, phone calls, and texting. UCC's executive director will contact other non-profit executive directors and leaders to outreach and support capacity building opportunities. UCC will work with DHHS to administer surveys, register, and follow up with interested nonprofits.

**Staff qualifications and availability. Upload separate document, if needed.**

Susana Sngiem is the first second-generation Cambodian-American woman to serve as United Cambodian Community's executive director. She assumed the executive director role in 2015. In her role, Susana has expanded UCC's impact by building economic opportunities in the Cambodian community by establishing the Cambodia Town Business Center, Cambodian youth and LEP workforce development, and housing counseling program. She earned her Master's degree in social work from the University of Southern California and has over 13 years of nonprofit experience. Under her leadership, UCC led the Cambodian Advocacy Collaborative, which is comprised of the five largest Cambodian serving agencies including Cambodian Association of America, Khmer Girls in Action, Khmer Parents Association, and Families in Good Health. Susana will promote, outreach and register up to 10 small non-profits for capacity building and organizational development. She will dedicate 173 hours toward outreach and support of these small non-profits.

# EXHIBIT “B”

Rates/Charges

**RFQ HE18-099 PART II**

**United Cambodian Community Proposed Budget**

**Proposed budget and budget narrative. Please attach budget separately, if needed.**

**UCC Proposed Budget**

<b>Personnel</b>	<b>Budget</b>
Executive Director at \$40.63 per hour	\$7,000
Subtotal	\$7,000
<b>Direct Program Costs</b>	
Translation	\$1,000
Subtotal	\$1,000
<b>Total Requested</b>	<b>\$8,000</b>

**Budget Narrative**

Personnel

Executive Director will promote, outreach and register nonprofit organizations. Executive Director is at \$40.63 per hour which includes 30% Fringe Benefits that include health insurance and worker's compensation for a total of 173 hours.

$$\$40.63 \times 173 = \$7,029$$

Total Requested: \$7,000

Direct Program Costs

Translation will be provided for outreach documents which may include Khmer, Vietnamese, and Tagalog. \$250 for each language translated for 4 languages.

$$\$250 \times 4 = \$1,000$$

Total Requested: \$1,000

# EXHIBIT “C”

City’s Representative(s):

Andrea Lee, Fund Development Specialist

Office: 562.570.4124

[Andrea.Lee@longbeach.gov](mailto:Andrea.Lee@longbeach.gov)

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee(s):

Susana Sngiem, Executive Director

Office: 562.433.2490

[Susana.sngiem@ucclb.org](mailto:Susana.sngiem@ucclb.org)