

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

AGREEMENT

36062

THIS AGREEMENT is made and entered, in duplicate, as of September 20, 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 YOUNG MENS CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a California nonprofit organization ("Contractor"), with a place of business at 3605 Long Beach Blvd., Ste 210, Long Beach, California 90807, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connecting with a youth development service agency that will subcontract with Long Beach based youth and emerging adult organizations to increase mental health, social connectedness, and linkage to social and health services ("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:

- SCOPE OF WORK OR SERVICES.

1 A. Contractor shall furnish specialized services more particularly
2 described in Exhibit "A", attached to this Agreement and incorporated by this
3 reference, in accordance with the standards of the profession, and City shall pay for
4 these services in the manner described below, not to exceed One Hundred Twenty-
5 Five Thousand Dollars (\$125,000) annually, at the rates or charges shown in Exhibit
6 "B".

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

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

23 D. By executing this Agreement, Contractor warrants that
24 Contractor (a) has thoroughly investigated and considered the scope of services to
25 be performed, (b) has carefully considered how the services should be performed,
26 and (c) fully understands the facilities, difficulties and restrictions attending
27 performance of the services under this Agreement. If the services involve work upon
28 any site, Contractor warrants that Contractor has or will investigate the site and is

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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.

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 June 30, 2022, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner. The City shall have the option to extend the term for two (2) additional one-year periods, at the discretion of the City Manager. This Agreement shall not be extended past May 21, 2024 without authorization of the City Council.

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

1 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
2 perform any other tasks described in the Exhibit.

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

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

20 5. INSURANCE.

21 A. As a condition precedent to the effectiveness of this
22 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
23 duration of this Agreement, from insurance companies that are admitted to write
24 insurance in California and have ratings of or equivalent to A:V by A.M. Best
25 Company or from authorized non-admitted insurance companies subject to Section
26 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
27 by A.M. Best Company, the following insurance:
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1 (a) Commercial general liability insurance (equivalent in scope to
2 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
3 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
4 coverage shall include but not be limited to broad form contractual liability,
5 cross liability, independent contractors liability, and products and completed
6 operations liability. City, its boards and commissions, and their officials,
7 employees and agents shall be named as additional insureds by
8 endorsement (on City's endorsement form or on an endorsement equivalent
9 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
10 shall contain no special limitations on the scope of protection given to City,
11 its boards and commissions, and their officials, employees and agents. This
12 policy shall be endorsed to state that the insurer waives its right of
13 subrogation against City, its boards and commissions, and their officials,
14 employees and agents.

15 (b) Workers' Compensation insurance as required by the California
16 Labor Code and employer's liability insurance in an amount not less than
17 \$1,000,000. This policy shall be endorsed to state that the insurer waives
18 its right of subrogation against City, its boards and commissions, and their
19 officials, employees and agents.

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

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

25 B. Any self-insurance program, self-insured retention, or
26 deductible must be separately approved in writing by City's Risk Manager or
27 designee and shall protect City, its officials, employees and agents in the same
28 manner and to the same extent as they would have been protected had the policy

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

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

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

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

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

25 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
26 certifies that, at the time Contractor executes this Agreement and for its duration,
27 Contractor does not and will not perform services for any other client which would create a
28 conflict, whether monetary or otherwise, as between the interests of City and the interests

1 of that other client. And, Contractor shall obtain similar certifications from Contractor's
2 employees, sub-Contractors and contractors.

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

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

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

28 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and

1 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
2 performing its services, during the term of this Agreement and for five (5) years following
3 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
4 all information, whether written, oral or visual, obtained by any means whatsoever in the
5 course of performing its services for the same period of time. Contractor shall not disclose
6 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
7 of others except for the purpose of this Agreement.

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

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

28 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct

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

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

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

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17. PREVAILING WAGES.

A. Consultant 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.

B. In all bid specifications, contracts and subcontracts for any such Public Work, Consultant 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."

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

19. INDEMNITY.

A. Consultant 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

1 in part, out of or in connection with (1) Consultant's breach or failure to comply with
2 any of its obligations contained in this Agreement, including all applicable federal
3 and state labor requirements including, without limitation, the requirements of
4 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
5 omissions or misrepresentations committed by Consultant, its officers, employees,
6 agents, subcontractors, or anyone under Consultant's control, in the performance
7 of work or services under this Agreement (collectively "Claims" or individually
8 "Claim").

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

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

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 20. FORCE MAJEURE. If any party fails to perform its obligations
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
28 governmental regulations, governmental controls, judicial orders, enemy or hostile

1 governmental action, civil commotion, fire or other casualty, or other causes beyond the
2 reasonable control of the party obligated to perform, then that party's performance will be
3 excused for a period equal to the period of such cause for failure to perform.

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

6 22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

1 other monies.

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

7 27. CONTINUATION. Termination or expiration of this Agreement shall
8 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
9 18, 21 and 28 prior to termination or expiration of this Agreement.

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

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

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

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

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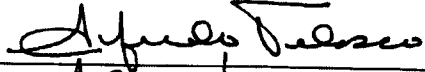
OFFICE OF THE CITY ATTORNEY
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Long Beach, CA 90802-4511

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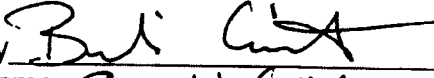
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

YOUNG MENS CHRISTIAN
ASSOCIATION OF GREATER LONG
BEACH, a California nonprofit

_____, 2021

By 
Name Alfredo Velasco
Title President & CEO

_____, 2021

By 
Name Brandi Colato
Title COO

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

September 27, 2021

By 
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Agreement is approved as to form on September 23, 2021.

CHARLES PARKIN, City Attorney

By 
Deputy

EXHIBIT “A”

Scope of Work



RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

The City of Long Beach (COLB) is soliciting quotes to identify firms to partner as subcontractors. A single project may require one or more subcontractors to provide programmatic or technical expertise. Providing a quote does not guarantee selection. This Request for Quotes is not transferable and is subject to the same terms and conditions listed in RFQ HE18-099. Selected contractor(s) will be notified in writing.

SCOPE OF WORK *To Be Completed by COLB Program Staff*

Project Name: Mental health, Social-Connectedness, and Mentorship Services for Long Beach Youth

The City of Long Beach seeks to contract with a youth development service agency that will subcontract with Long Beach based youth and emerging adult organizations to increase mental health, social-connectedness, and linkage to social and health services. The lead agency will need to subcontract with at least two (2) culturally affirming, community-based organizations that prioritize serving youth who are highly impacted by violence, poverty and poor health outcomes. The agency will incubate these efforts to support youth re-engagement as students return to school and other social settings such as work and after school and/or weekend activities, thereby encouraging academic success and economic mobility. The lead agency will provide these services within the Identified Long Beach Advancing Peace on-going place-based efforts. These three identified place-based efforts are centered in three-middle schools in Long Beach. These middle schools are Washington Middle School, Stephen Middle School, and Hamilton Middle School. The lead agency will center their services to the youth and families attending these middle schools, and provide case management and pro-social enrichment programming that allow youth opportunities to engage in activities that can improve mental health and social-connectedness. The lead agency will be required to serve a minimum of 200 students over the 9-month performance period.

Is an interview or oral presentation needed? YES Tentative Date: _____
NO

If a section(s) below is checked, the applicant must complete the corresponding section(s) on the following pages, and upload the entire document to PlanetBids by 5:00pm on 9/10/21 _____:

- Relevant programmatic logic model(s)
- Scope of work, including description of expected outcomes, goals, objectives, process outputs, and activities to measure impact
- Staff qualifications and availability

Part (B) – Budget: (2 pages max)

- Rate sheet from Part I of the RFQ
- Proposed budget and budget narrative

For questions regarding this solicitation, please contact Rode Cramer _____ at Rode.Cramer@longbeach.gov _____.



RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

PART (A) – NARRATIVE *To Be Completed by Applicant*

(3 pages max)

Relevant programmatic logic model(s). Upload separate document, if needed.

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

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

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RFQ HE18-099 PART II - Request for Quotes for Projects > \$25,000

PART (B) – BUDGET *To Be Completed by Applicant*

(2 pages max)

Rate sheet from Part I of the RFQ

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

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Mental Health, Social-Connectedness, and Mentorship Services for Long Beach Youth Proposal – RFQ HE18-099 Part II

Submission by: YMCA of Greater Long Beach • Community Development YMCA

Scope of Work

In a survey conducted by YoungMinds, a Mental Health nonprofit based in the United Kingdom, 83% of young people surveyed said the pandemic made their existing mental health conditions worsen. The pandemic has taken a toll on young people around the world, causing their mental health, physical health, and their social lives to suffer dramatically. According to the Journal of Comprehensive Psychiatry, "lower levels of social connectedness and exposure to stressful life events were associated with engaging in self-injurious thoughts and behaviors." The Community Development YMCA aims to address the lack of social connectedness, mental health support, and mentorships by creating a program to address these needs in the Washington, Stephens, and Hamilton middle school neighborhoods in Long Beach. Youth in the 11-14 age group tend to have less services and programs that are specifically designed for this age group compared to other age groups. With this additional contributing negative factor, it is important to provide services to youth from this specific age group to support them and help them meet their needs to have a healthy mental wellbeing. In addition, it is important to focus on youth in middle school because according to the World Health Organization half of all mental health conditions start by the age of 14 and mental health conditions account for 16% of the global burden of disease and injury in people aged 10-19 years old. In addition, according to Mental Health America 64.1% of youth with major depression do not receive mental health treatment. Furthermore, according to the National Alliance for Mental Illness, 1 in 5 youth live with a mental health condition. Overall based on the data provided mental health conditions have worsen and are affecting youth that can lead to severe side effects and can affect their academics as well as their daily life activities.

The Community Development YMCA exists to support the YMCA of Greater Long Beach's Mission by reaching out and involving the lowest income communities in Long Beach with the highest quality innovative programs and services that teach values, build skills, and create community leaders. We serve as a place for youth to navigate their way through adolescence into leading positive adult lives. We believe that building strong children, families, and communities requires our YMCA to constantly do outreach beyond its walls and to build trust within all segments of our communities, especially those who are disengaged. The Community Development YMCA has a record of accomplishment of working with middle school youth throughout Long Beach. In 2005 the Community Development's flagship youth development program the Youth Institute expanded to include the Stephens Middle School neighborhood in West Long Beach. The program was a resounding success and not only engaged youth in the opportunity desert which is West Long Beach, but also provided social connectedness, social and emotional support, and positive role models to provide mentorships to the youth. The Community Development YMCA looks to create a new program to address the needs of middle school youth in the aforementioned areas in Long Beach.

The Wellness 4 Lyfe (limitless youth for enlightenment) program is a comprehensive program focused on reconnecting youth to their peers, positive adult role models, and providing positive mental health support through various activities aimed at improving the overall wellbeing of the young person. In this pilot program we aim to serve at least 200 youth from Stephens, Washington, and Hamilton Middle School. First, the Community Development

YMCA will partner with two key organizations working in the Hamilton and Washington neighborhoods in Long Beach. If awarded the full \$125,000 we are asking for, we will give \$15,000 to Earthlodge Center for Transformation, a small community-based organization in North Long Beach. Earthlodge focuses on self-healing for womyn, LGBTQI, children, gender non-conforming communities and cis men. We also plan to give \$15,000 to DAYS Long Beach. DAYS Long Beach promotes extracurricular and recreation activities for the benefit of children and youth. We would specifically have DAYS Long Beach provide programming around the Washington Neighborhood in Long Beach.

The Community Development YMCA would be the lead youth development service agency implementing the Wellness 4 Lyfe (limitless youth for enlightenment) Program. The Community Development YMCA will be responsible for partnering with Better Days Integrated Programs who has experience providing pro-social enrichment programming such as boxing and yoga with an emphasis on coping with mental health challenges, goal setting, and emotional management. This boxing class has a curriculum developed by a professional with a background in counseling and psychology, and other activities that will be included in the program. These classes provide a terrific opportunity by providing youth a safe environment where they can be vulnerable, receive the services and support needed and be able to engage with other youth who might be experiencing similar challenges. In this structured welcoming environment youth will be introduced to strategies that can help them when experiencing mental health challenges such as panic attacks, anxiety, stress, etc. These classes would be offered after school at all three schools. We would collaborate with the WRAP programs at these schools to recruit youth directly into the program.

The Community Development YMCA would partner with EarthLodge to provide case management to middle school youth at Hamilton Middle School. The Community Development YMCA would also partner with DAYS Long Beach and have them provide case management services to youth at Washington Middle School. Finally, the Community Development YMCA would provide case management services utilizing our Neighborhood Transformation Program which pilot phase first began in the spring of this year. The Community Development YMCA had an MSW work with families to create and outline goals, connect them with resources, and provide mental health support to families during the height of the pandemic.

The Wellness 4 Lyfe (limitless youth for enlightenment) Program would improve social-connectedness and mental health to over 200 students. By partnering with different Community Based Organizations, we will be able to more easily identify youth who are impacted by violence, poverty, and poor health outcomes. Providing support to these youth is critical to ensuring youth can re-engage with their peers in school, after school, and on the weekends all while being supported by a positive adult role model.

The scope of work of this program is to identify the mental health challenges and needs of the youth who fall under the 11-14 age group. The programs and services that will be offered are designed for this specific age group that focuses on teaching them values, skills, and becoming community leaders. Furthermore, the program will help them learn new skills to help them with mental health challenges and their wellbeing by building resiliency, learning healthy coping strategies, and receive the support needed to guide them and support them throughout the process.

The goals of the program are the following:

- (A) Improve the mental health wellbeing of the youth.
- (B) Youth will learn new healthy coping skills.
- (C) Youth will be connected to services that will help meet the needs.
- (D) Increase the social connectedness with peers, adults, and professionals.
- (E) Decrease social isolation, stress, and mental health challenges

With the implementation of this program, it is expected that youth who participate in the program will gain new skills that will help them physically, mentally, and emotionally. It is expected that the program will provide early interventions by providing effective tools to help youth cope with mental health challenges, social isolation, and encouragement to seek mental health services and self-help. Two of the classes that will be offered at the three middle schools include Boxing and Yoga Classes. The curriculums of the classes are non-traditional mental health services designed with the goal to not only help youth physically but to also help them in three areas mental, physical, and emotional by practicing the following: teamwork, empowerment, positive social development, discipline, stress management, decrease anxiety and symptoms of trauma. These classes have a curriculum that centers on the mental health wellbeing that reinforces self-growth, and personal goal setting that contribute to making progress by challenging themselves, learn skills while being supported by peers and staff. Through these activities the youth can gain coping mechanisms that can help them cope with mental challenges and life stressors by learning healthy coping skills such as breathing techniques, self-control, and self-care. The goal is for youth to have a positive outlook in being successful academically by having a positive mindset about education. With the results the outcome being to motivate youth to improve in their academics and look forward to continuing higher education.

The objective of this program is to implement the latest techniques that have a nontraditional structure opposite of current mental health services. These services will help youth become resilient and learn the skills needed to cope with mental health challenges, social isolation, and normal stresses of life.

Partnering with organizations that provide nontraditional mental health services will bring youth new classes that help them strengthen their skills in three different areas: physical, mental, and emotional. It is expected that with collaborations with different organizations and the school staff, students will be referred to the services and increase the number of participants being served. It is expected that by adding the program to the three middle schools mentioned earlier, there will be an increase in mental well-being, peer support, and formal support for the youth that participate.

All youth who are referred and are interested in the program will have to go through an assessment process that allows staff to know what the areas of need and their level of severity are. This assessment will also let the staff know more about the participants and know what classes the youth will benefit from and the services that they need. Along with the assessment each participant will give an evidence-based outcome measure Youth Outcome Questionnaire 2.0, to track the symptoms and behaviors. It will be provided before participating in any of the classes and programming. At the end of the year, they will be given the same outcome measure to compare the pre and post results and track their progress.

Outline:

Oct. - The pilot program will be implemented at Stephens middle school one of most recent schools we worked with on a pilot program focused on case management.

Oct.- Dec.- Boxing classes (20 youth), yoga classes (20 youth) and workshops (25-35 youth) will be brought to Stephens Middle school and be provided with case management. The case management and workshops will be provided throughout the nine months to 25-35 participants. A goal plan will be created with youth who are referred to the program. The Senior Program Director will meet with families and their youth and create action steps to meet their goals.

During this time YMCA will be developing and working the community organizations, staff at Washington and Hamilton in bringing the services and starting the recruiting of youth.

Jan.- March. – YMCA and the community organizations will be having programming at the Hamilton and provide boxing (10 sessions), workshops, and case management will be provided by community organization partner.

April-June- YMCA and the community organizations will be having programming at the Hamilton and provide yoga (10 session), workshops, and case management will be provided by community organization partner.

Jan.- March- YMCA and the community organizations will be having programming at the Washington and provide yoga (10 session), workshops, and case management will be provided by community organization partner.

April- June- YMCA and the community organizations will be having programming at the Washington and provide boxing (10 session), workshops, and case management will be provided by community organization partner.

Description of Classes:

Boxing Classes will be 10 sessions, one session per week with 20 participants (depending on the space available and the COVID School policy)

Yoga Classes will be 10 sessions, one session per week with 20 participants (depending on the space available and the COVID School policy)

Workshops will be continuously offering different information to youth to learn new skills, information, social skills, resources of mental health that will help them strengthen their wellbeing 25-35 participants.

Description of weekly programming:

Workshop – Day of the week to be determined on what works best for youth

Workshops will include the following: mental well-being workshops, stress management, anxiety coping strategies, educational workshops (ex. self-care, healthy vs. unhealthy coping strategies), healthy relationships workshops, and etc.) (1 to 1.5hrs/ per week)

Objective: Youth will be attending workshops where they will interact with others and they will also be provided with information, skills that focus on their mental wellbeing, education (college information and requirements), healthy social relationships.

Yoga- Day of the week to be determined on what works best for youth (1- Hour class/ per week)

Objective: This interactive class allows youth to learn more about themselves through yoga. In Yoga, youth will learn new skills that will help them on the following: self-healing, stress management, improve respiration, decrease anxiety and symptoms of trauma, discipline, team building and positive social development.

Boxing – Day of the week to be determined on what works best for youth (1 Hour Class/ per week)

Objective: This interactive class provides a safe environment to the youth where they will work with others and learn new healthy strategies and skills that will help them cope with mental health challenges. Through this interactive course youth will not only learn about teambuilding but they will also learn about self-control, character building through adversity, decrease anxiety, decrease symptoms of trauma and positive social development.

Students must attend 5 workshops and attend a minimum of 8 of the 10-session course for Boxing or Yoga in order to complete the program.

List of materials need to be purchased:

Boxing gloves/ hand wraps

Yoga matts

Arts: paint, paint brushes, canvas, construction paper, color pencils, pens, and pencils, copy paper, scissors, glue (can possibly use school supplies.)

Staff qualification and Availability

Les Peters, Executive Director of the Community Development branch holds a Master's in Education Technology from CSF. He will dedicate 10% of his time to ensure the program is implemented successfully.

Jonathan Gray, Associate Executive Director of the Community Development Branch holds a Bachelor of Arts degree from CSULB in Political Science. He will dedicate 20% of his time to ensure relationships are established with the various CBO's, district staff, and the Y.

Alma Orozco, Senior Program Director at the Community Development Branch holds a master's degree in Social Work and is an Associate Clinical Social Worker. She will be the program lead and dedicate 100% of her time to ensure all goals of the programs are met.

The Senior Program Director's role would be overseeing the entire program. She would provide referrals, do case management (at Stephens, the other two CBOs would do it at the other schools) lead classes, facilitate workshops, conduct pre and post surveys and analyze the results, manage the relationships (with all partners including CBOs, the schools, the

after-school providers, other providers, and the city), and be responsible for all reporting necessary as required by the city.

We felt that this role would be best filled by a social worker who understands the intricacies of working with families and can provide case management. Alma, being an Associate Clinical Social Worker fit this role well. Her salary is based on her qualifications and comparable job postings.

Elizabeth Alvarado, Administrative Assistant at the Community Development Branch holds a Bachelor of Arts degree in psychology from California Polytechnic University San Luis Obispo. She will dedicate 20% of her time and be the point person for scheduling meetings, ensuring effective communications amongst all agencies, purchasing supplies for the program, and assisting with reporting.

**Mental Health, Social-Connectedness, and Mentorship Services for Long Beach
Youth Proposal – RFQ HE18-099 Part II**

Submission by: YMCA of Greater Long Beach • Community Development YMCA

Proposed Budget \$125,000

Expenses	Amount	Price
Partnership: Earth Lodge Case Management		\$15,000
Partnership: DAYS Long Beach Case Management		\$15,000
Staffing: Alma Orozco MSW	\$34 per hour x 40 hrs per week x 36 weeks	\$ 48,960
Staffing Benefits: Health, Vision, Dental, Retirement, FICA, Unemployment, Workers Compensation	37%	\$18,115.20
Staffing: Elizabeth Alvarado	\$18 per hour x 15 hrs per week x 36 weeks	\$9,720
Staffing Benefits: FICA, Unemployment, Workers Compensation	18%	\$1,749.60
Program Supplies		\$5,091
Subtotal:		\$113,635.80
Administration (indirect costs)	10%	\$11,363.58
Total:		\$124,999.38

The Community Development YMCA respectfully requests \$124,999.38 to implement the Wellness 4 Lyfe (limitless youth for enlightenment) Program. We would allocate 24% of the budget to culturally affirming community-based organization in the Hamilton and Washington middle school neighborhoods in Long Beach. The remaining \$94,999.38 would be used by the Community Development YMCA for Staffing, benefits, program supplies, and indirect costs. The other staff listed in the staff qualifications and availability section of this proposal but that are not listed in the budget would be paid for by other funding secured by the Community Development YMCA. The program supplies portion of the budget would be for supplies related to the classes, case management software, mileage, and other expenses. Our administrative costs would pay for our rent, utilities, and other overhead costs related to operating our YMCA.

EXHIBIT “B”

Rates/Charges

**Mental Health, Social-Connectedness, and Mentorship Services for Long Beach
Youth Proposal – RFQ HE18-099 Part II**

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EXHIBIT “C”

City’s Representative(s):

Rode Cramer, Public Health Analyst

Rode.cramer@longbeach.gov

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee(s):

Jonathan Gray

Associate Executive Director

Office: 562.624.5477

Jonathan.gray@lbymca.org